

000185/20

In accordance with  
Section 1046 of the  
Companies Act 2006 &  
Regulation 4(1) of the  
Overseas Companies  
Regulations 2009.

# OS IN01

## Registration of an overseas company opening a UK establishment



Companies House

A fee is payable with this form  
Please see 'How to pay' on the last page.

☒ **What this form is for**  
You may use this form to register a  
UK establishment.

☒ **What this form is NOT for**  
You cannot use this form to  
the details of an existing com  
officer or establishment.

TUESDAY

WED



\*A8K0KJ9V\*

A23 10/12/2019 #67  
COMPANIES HOUSE

\*A8J3CN5T\*

A28 27/11/2019 #225  
COMPANIES HOUSE

### Part 1

### Overseas company details (Name) FC 03 6950

For official use

#### A1 Corporate name of overseas company

Corporate name<sup>1</sup>

Steenbok Newco 10 SARL

Do you propose to carry on business in the UK under the corporate name as  
incorporated in your home state or country, or under an alternative name?

- To register using your corporate name, go to **Section A3**.
- To register using an alternative name, go to **Section A2**.

#### → Filling in this form

Please complete in typescript (10pt  
or above), or in bold black capitals

All fields are mandatory unless  
specified or indicated by \*

<sup>1</sup> This must be the corporate name in  
the home state or country in which  
the company is incorporated.

#### A2 Alternative name of overseas company \*

Please show the alternative name that the company will use to do business  
in the UK.

Alternative name  
(if applicable) <sup>2</sup>

<sup>2</sup> A company may register an  
alternative name under which it  
proposes to carry on business in the  
United Kingdom under Section 1048  
of the Companies Act 2006. Once  
registered it is treated as being its  
corporate name for the purposes of  
law in the UK.

#### A3 Overseas company name restrictions<sup>3</sup>

This section does not apply to a European Economic Area (EEA) company  
registering its corporate name.

Please tick the box only if the proposed company name contains sensitive or  
restricted words or expressions that require you to seek comments of a  
government department or other specified body.

☐ I confirm that the proposed company name contains sensitive or restricted  
words or expressions and that approval, where appropriate, has been  
sought of a government department or other specified body and I attach a  
copy of their response.

#### <sup>3</sup> Overseas company name restrictions

A list of sensitive or restricted words  
or expressions that require consent  
can be found in guidance available  
on our website:  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

## Part 2 Overseas company details

<b>B1</b>	<b>Particulars previously delivered</b>												
UK establishment registration number	<p>Have particulars about this company been previously delivered in respect of another UK establishment. <sup>①</sup></p> <p>→ <b>No</b> Go to <b>Section B2</b>.</p> <p>→ <b>Yes</b> Please enter the registration number below and then go to <b>Part 5</b> of the form. Please note the original UK establishment particulars must be filed up to date.</p>		<p><sup>①</sup> The particulars are: legal form, identity of register, number in registration, director and secretaries details, whether the company is a credit or financial institution, law, governing law, accounting requirements, objects, share capital, constitution, and accounts.</p>										
	<table border="1"> <tr> <td>B</td><td>R</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>			B	R								
B	R												
<b>B2</b>	<b>Credit or financial institution</b>												
	<p>Is the company a credit or financial institution? <sup>②</sup></p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>		<p><sup>②</sup> Please tick one box.</p>										
<b>B3</b>	<b>Company details</b>												
	<p>If the company is registered in its country of incorporation, please enter the details below.</p>												
Legal form <sup>③</sup>	Private limited company												
Country of incorporation *	Luxembourg												
Identity of register in which it is registered <sup>④</sup>	Luxembourg business registers												
Registration number in that register	<table border="1"> <tr> <td>B</td><td>2</td><td>3</td><td>5</td><td>9</td><td>2</td><td>9</td><td></td><td></td><td></td> </tr> </table>		B	2	3	5	9	2	9				<p><sup>③</sup> Please state whether or not the company is limited. Please also include whether the company is a private or public company if applicable.</p> <p><sup>④</sup> This will be the registry where the company is registered in its parent country.</p>
B	2	3	5	9	2	9							
<b>B4</b>	<b>EEA or non-EEA member state</b>												
	<p>Was the company formed outside the EEA?</p> <p>→ <b>Yes</b> Complete <b>Sections B5 and B6</b>.</p> <p>→ <b>No</b> Go to <b>Section B6</b>.</p>												
<b>B5</b>	<b>Governing law and accounting requirements</b>												
Governing law <sup>⑤</sup>	<p>Please give the law under which the company is incorporated.</p>												
	<p>Is the company required to prepare, audit and disclose accounting documents under parent law?</p> <p>→ <b>Yes</b> Complete the details below.</p> <p>→ <b>No</b> Go to <b>Part 3</b>.</p>		<p><sup>⑤</sup> This means the relevant rules or legislation which regulates the incorporation of companies in that state.</p>										

# OS IN01

## Registration of an overseas company opening a UK establishment

Please give the period for which the company is required to prepare accounts by parent law.

From	d	d	m	m
To	d	d	m	m

Please give the period allowed for the preparation and public disclosure of accounts for the above accounting period.

Months		
--------	--	--

**B6**

### Latest disclosed accounts

Are copies of the latest disclosed accounts being sent with this form? Please note if accounts have been disclosed, a copy must be sent with the form, and, if applicable, with a certified translation.<sup>①</sup>

☐ Yes.

Please indicate what documents have been disclosed.

☐ Please tick this box if you have enclosed a copy of the accounts.

☐ Please tick this box if you have enclosed a certified translation of the accounts.

☒ Please tick this box if no accounts have been disclosed.

<sup>①</sup> Please tick the appropriate box(es).

## Part 3 Constitution

### C1 Constitution of company

The following documents must be delivered with this application.

- Certified copy of the company's constitution and, if applicable, a certified translation.

Please tick the appropriate box(es) below.

- ☒ I have enclosed a certified copy of the company's constitution. <sup>①</sup>
- ☒ I enclose a certified translation, if applicable. <sup>②</sup>

<sup>①</sup> A certified copy is defined as a copy certified as correct and authenticated by - the secretary or a director of the company, permanent representative, administrator, administrative receiver, receiver manager, receiver and liquidator.

<sup>②</sup> A certified translation into English must be authenticated by the secretary or a director of the company, permanent representative, administrator, administrative receiver, receiver manager, receiver and liquidator.

### C2 EEA or non-EEA member state

Was the company formed outside the EEA?

- **Yes** Go to **Section C3**.
- **No** Go to **Part 4 'Officers of the company'**.

### C3 Constitutional documents

Are all of the following details in the copy of the constitutional documents of the company?

- Address of principal place of business or registered office in home country of incorporation
- Objects of the Company
- Amount of issued share capital

- **Yes** Go to **Part 4 'Officers of the company'**
- **No** If any of the above details are not included in the constitutional documents, please enter them in **Section C4**.

The information is not required if it is contained within the constitutional documents accompanying this registration.

### C4 Information not included in the constitutional documents

Please give the address of principal place of business or registered office in the country of incorporation. <sup>③</sup>

Building name/number

Street

Post town

County/Region

Postcode

Country

Please give the objects of the company and the amount of issued share capital.

Objects of the company <sup>④</sup>

Amount of issued share capital <sup>⑤</sup>

<sup>③</sup> This address will appear on the public record.

<sup>④</sup> Please give a brief description of the company's business.

<sup>⑤</sup> Please specify the amount of shares issued and the value.

## Part 4 Officers of the company

Have particulars about this company been previously delivered in respect of another UK establishment?

- **Yes** Please ensure you entered the registration number in **Section B1** and then go to **Part 5** of this form.
- **No** Complete the officer details.

For a secretary who is an individual, go to **Section D1**; for a corporate secretary, go to **Section E1**; for a director who is an individual, go to **Section F1**; or for a corporate director, go to **Section G1**.

### Continuation pages

Please use a continuation page if you need to enter more officer details.

### Secretary

#### D1 Secretary details<sup>①</sup>

Use this section to list all the secretaries of the company. Please complete **Sections D1-D3**. For a corporate secretary, complete **Sections E1-E5**. Please use a continuation page if necessary.

Full forename(s)

Surname

Former name(s)<sup>②</sup>

#### ① Corporate details

Please use Sections E1-E5 to enter corporate secretary details.

#### ② Former name(s)

Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.

#### D2 Secretary's service address<sup>③</sup>

Building name/number

Street

Post town

County/Region

Postcode

Country

#### ③ Service address

This is the address that will appear on the public record. This does not have to be your usual residential address.

If you provide your residential address here it will appear on the public record.

#### D3 Secretary's authority

Please enter the extent of your authority as secretary. Please tick one box.

Extent of authority

- ☐ Limited <sup>④</sup>
- ☐ Unlimited

Description of limited authority, if applicable

Are you authorised to act alone or jointly? Please tick one box.

- ☐ Alone
- ☐ Jointly <sup>⑤</sup>

If applicable, name(s) of person(s) with whom you are acting jointly

<sup>④</sup> If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.

<sup>⑤</sup> If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.

# OS IN01

## Registration of an overseas company opening a UK establishment

### Corporate secretary

**E1**

#### Corporate secretary details<sup>①</sup>

Use this section to list all the corporate secretaries of the company.  
Please complete Sections E1-E5. Please use a continuation page if necessary.

Name of corporate body or firm	
Building name/number	
Street	
Post town	
County/Region	
Postcode	
Country	

**① Registered or principal address**

This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number.

**E2**

#### Location of the registry of the corporate body or firm

Is the corporate secretary registered within the European Economic Area (EEA)?

- Yes Complete Section E3 only
- No Complete Section E4 only

**E3**

#### EEA companies<sup>②</sup>

Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register.

Where the company/firm is registered <sup>③</sup>	
Registration number	

**② EEA**

A full list of countries of the EEA can be found in our guidance:  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

**③** This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC).

**E4**

#### Non-EEA companies

Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register.

Legal form of the corporate body or firm	
Governing law	
If applicable, where the company/firm is registered <sup>④</sup>	
If applicable, the registration number	

**④ Non-EEA**

Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register

# OS IN01

## Registration of an overseas company opening a UK establishment

E5 Corporate secretary's authority	
	Please enter the extent of your authority as corporate secretary. Please tick one box.
Extent of authority	<input type="checkbox"/> Limited <sup>①</sup> <input type="checkbox"/> Unlimited
Description of limited authority, if applicable	<div>Are you authorised to act alone or jointly? Please tick one box.</div> <div><input type="checkbox"/> Alone <input type="checkbox"/> Jointly <sup>②</sup></div>
If applicable, name(s) of person(s) with whom you are acting jointly	<div></div> <div></div> <div></div>

<sup>①</sup> If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.

<sup>②</sup> If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.

# OS IN01

## Registration of an overseas company opening a UK establishment

### Director

<b>F1</b>	<b>Director details <sup>①</sup></b>	
	Use this section to list all the directors of the company. Please complete <b>Sections F1-F5. For a corporate director, complete Sections G1-G5.</b> Please use a continuation page if necessary.	
Full forename(s)	Richard	
Surname	Heis	
Former name(s) <sup>②</sup>		
Country/State of residence <sup>③</sup>	United Kingdom	
Nationality	British	
Month/year of birth <sup>④</sup>	X X <sup>m</sup> 0 <sup>m</sup> 5 <sup>y</sup> 1 <sup>y</sup> 9 <sup>y</sup> 6 <sup>y</sup> 2	
Business occupation (if any) <sup>⑤</sup>	Director	

**① Corporate details**  
Please use Sections G1-G5 to enter corporate director details.

**② Former name(s)**  
Please provide any previous names (including maiden or married names) which have been used for business purposes in the last 20 years.

**③ Country/State of residence**  
This is in respect of your usual residential address as stated in Section F5.

**④ Month and year of birth**  
Please provide month and year only. Provide full date of birth in section F4.

**⑤ Business occupation**  
If you have a business occupation, please enter here. If you do not, please leave blank.

<b>F2</b>	<b>Director's service address <sup>⑥</sup></b>	
Building name/number	5th Floor, Festival House	
Street	Jessop Avenue	
Post town	Cheltenham	
County/Region	Gloucestershire	
Postcode	G L 5 0    3 S H	
Country	United Kingdom	

**⑥ Service address**  
This is the address that will appear on the public record. This does not have to be your usual residential address.

If you provide your residential address here it will appear on the public record.

<b>F3</b>	<b>Director's authority</b>	
	Please enter the extent of your authority as director. Please tick one box.	
Extent of authority	<input type="checkbox"/> Limited <sup>⑦</sup> <input checked="" type="checkbox"/> Unlimited	
Description of limited authority, if applicable		
	Are you authorised to act alone or jointly? Please tick one box.	
	<input checked="" type="checkbox"/> Alone <input type="checkbox"/> Jointly <sup>⑧</sup>	
If applicable, name(s) of person(s) with whom you are acting jointly		

**⑦** If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.

**⑧** If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.



# OS IN01

## Registration of an overseas company opening a UK establishment

### Corporate director

**G1****Corporate director details ①**

Use this section to list all the corporate directors of the company.  
Please complete G1-G5. Please use a continuation page if necessary.

Name of corporate  
body or firm

Building name/number

Street

Post town

County/Region

Postcode

Country

**① Registered or principal address**

This is the address that will appear on the public record. This address must be a physical location for the delivery of documents. It cannot be a PO box number (unless contained within a full address), DX number or LP (Legal Post in Scotland) number.

**G2****Location of the registry of the corporate body or firm**

Is the corporate director registered within the European Economic Area (EEA)?

- Yes Complete Section G3 only
- No Complete Section G4 only

**G3****EEA companies ②**

Please give details of the register where the company file is kept (including the relevant state) and the registration number in that register.

Where the company/  
firm is registered ③

Registration number

**② EEA**

A full list of countries of the EEA can be found in our guidance:  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

③ This is the register mentioned in Article 3 of the First Company Law Directive (68/151/EEC).

**G4****Non-EEA companies**

Please give details of the legal form of the corporate body or firm and the law by which it is governed. If applicable, please also give details of the register in which it is entered (including the state) and its registration number in that register.

Legal form of the  
corporate body  
or firm

Governing law

If applicable, where  
the company/firm is  
registered ④

If applicable, the  
registration number

**④ Non-EEA**

Where you have provided details of the register (including state) where the company or firm is registered, you must also provide its number in that register

# OS IN01

## Registration of an overseas company opening a UK establishment

<b>G5</b>	<b>Corporate director's authority</b>	
	Please enter the extent of your authority as corporate director. Please tick one box.	<b>❶</b> If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.  <b>❷</b> If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.
Extent of authority	<input type="checkbox"/> Limited <b>❶</b> <input type="checkbox"/> Unlimited	
Description of limited authority, if applicable	Are you authorised to act alone or jointly? Please tick one box.  <input type="checkbox"/> Alone <input type="checkbox"/> Jointly <b>❷</b>	
If applicable, name(s) of person(s) with whom you are acting jointly	 	

**Part 5 UK establishment details****H1 Documents previously delivered - constitution**

Has the company previously registered a certified copy of the company's constitution with material delivered in respect of another UK establishment?

→ **No** Go to **Section H3**.

→ **Yes** Please enter the UK establishment number below and then go to **Section H2**.

UK establishment  
registration number

B R

**H2 Documents previously delivered – accounting documents**

Has the company previously delivered a copy of the company's accounting documents with material delivered in respect of another UK establishment?

→ **No** Go to **Section H3**.

→ **Yes** Please enter the UK establishment number below and then go to **Section H3**.

UK establishment  
registration number

B R

**H3 Delivery of accounts and reports**

This section **must** be completed. Please state if the company intends to comply with accounting requirements with respect to this establishment or in respect of another UK establishment. <sup>①</sup>

☒ In respect of this establishment. Please go to **Section H4**.

☐ In respect of another UK establishment. Please give the registration number below, then go to **Section H4**.

<sup>①</sup> Please tick the appropriate box.

UK establishment  
registration number

B R

**H4 Particulars of UK establishment <sup>①</sup>**

You **must** enter the name and address of the UK establishment.

Name of establishment Steenbok Newco 10 SARL

Building name/number 5th Floor, Festival House

Street Jessop Avenue

Post town Cheltenham

County/Region Gloucestershire

Postcode G L 5 0  3 S H

Country United Kingdom

Please give the date the establishment was opened and the business of the establishment.

Date establishment opened <sup>d</sup>0 <sup>d</sup>9 <sup>m</sup>0 <sup>m</sup>7 <sup>y</sup>2 <sup>y</sup>0 <sup>y</sup>1 <sup>y</sup>9

Business carried on at the UK establishment Holding company

<sup>①</sup> **Address**  
This is the address that will appear on the public record.

## Part 6 Permanent representative

Please enter the name and address of every person authorised to represent the company as a permanent representative of the company in respect of the UK establishment.

### J1 Permanent representative's details

Please use this section to list all the permanent representatives of the company. Please complete Sections J1-J4.

#### Continuation pages

Please use a continuation page if you need to enter more details.

Full forename(s) Richard

Surname Heis

### J2 Permanent representative's service address <sup>1</sup>

Building name/number 5th Floor, Festival House

Street Jessop Avenue

Post town Cheltenham

County/Region Gloucestershire

Postcode G L 5 0 3 S H

Country United Kingdom

#### <sup>1</sup> Service address

This is the address that will appear on the public record. This does not have to be your usual residential address.

If you provide your residential address here it will appear on the public record.

### J3 Permanent representative's authority

Please enter the extent of your authority as permanent representative. Please tick one box.

Extent of authority  
☐ Limited <sup>2</sup>  
☒ Unlimited

Description of limited authority, if applicable

Are you authorised to act alone or jointly? Please tick one box.

☒ Alone  
☐ Jointly <sup>3</sup>

If applicable, name(s) of person(s) with whom you are acting jointly

<sup>2</sup> If you have indicated that the extent of your authority is limited, please provide a brief description of the limited authority in the box below.

<sup>3</sup> If you have indicated that you are not authorised to act alone but only jointly, please enter the name(s) of the person(s) with whom you are authorised to act below.

# OS IN01

Registration of an overseas company opening a UK establishment

## Part 7

### Person authorised to accept service

Does the company have any person(s) in the UK authorised to accept service of documents on behalf of the company in respect of its UK establishment?

→ **Yes** Please enter the name and service address of every person(s) authorised below.

→ **No** Tick the box below then go to **Part 8** 'Signature'.

☒ If there is no such person, please tick this box.

## K1

### Details of person authorised to accept service of documents in the UK

Please use this section to list all the persons' authorised to accept service below. Please complete **Sections K1-K2**.

#### Continuation pages

Please use a continuation page if you need to enter more details.

Full forename(s)

Surname

## K2

### Service address of person authorised to accept service <sup>①</sup>

Building name/number

Street

Post town

County/Region

Postcode

Country

#### ① Service address

This is the address that will appear on the public record. This does not have to be your usual residential address. Please note, a DX address would not be acceptable.

# OS IN01

Registration of an overseas company opening a UK establishment

## Part 8

## Signature

This must be completed by all companies.

I am signing this form on behalf of the company.

Signature

Signature

X

*A. ...*

X

This form may be signed by:  
Director, Secretary, Permanent representative.

# OS IN01

## Registration of an overseas company opening a UK establishment



### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name

Company name

WYCHE ACCOUNTANTS

Address

63 WHITE HORSE ST

Post town

HEREFORD

County/Region

Postcode

WR4 0ER

Country

UNITED KINGDOM

DX

Telephone



### Checklist

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

- ☐ The overseas corporate name on the form matches the constitutional documents exactly.
- ☐ You have included a copy of the appropriate correspondence in regard to sensitive words, if appropriate.
- ☐ You have included certified copies and certified translations of the constitutional documents, if appropriate.
- ☐ You have included a copy of the latest disclosed accounts and certified translations, if appropriate.
- ☐ You have completed all of the company details in Section B3 if the company has not registered an existing establishment.
- ☐ You have complete details for all company secretaries and directors in Part 4 if the company has not registered an existing establishment.
- ☐ Any addresses given must be a physical location. They cannot be a PO Box number (unless part of a full service address), DX or LP (Legal Post in Scotland) number.
- ☐ You have completed details for all permanent representatives in Part 6 and persons authorised to accept service in Part 7.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.



### Important information

**Please note that all information on this form will appear on the public record, apart from information relating to usual residential addresses and day of birth.**



### How to pay

**A fee of £20 is payable to Companies House in respect of a registration of an overseas company. Make cheques or postal orders payable to 'Companies House.'**



### Where to send

**You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:**

#### England and Wales:

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

#### Scotland:

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

#### Northern Ireland:

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1.

#### Higher protection

If you are applying for, or have been granted, higher protection, please post this whole form to the different postal address below:  
The Registrar of Companies, PO Box 4082,  
Cardiff, CF14 3WE.

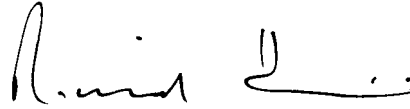


### Further information

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**

Certified a true copy



R. HEIS.

DIRECTOR

Steenbok Newco 10 SARL  
societe **a** responsabilite limitee

siege social : 58, rue Charles Martel, L-2134 Luxembourg

## CONSTITUTION DE SOCIETE

du 9 juillet 2019

Numero

/2019

In the year two thousand and nineteen, on the ninth day of July,  
before Maitre Marc Loesch, notary, residing in Mondorf-les-Bains, Grand  
Duchy of Luxembourg,

there appeared the following:

**Steinhoff Europe AG**, a company incorporated under the laws of Austria  
and with its registered office address at 5th Floor, Festival House Jessop Avenue,  
Cheltenham, GL50 3SH, UK and registered with Companies House as an  
overseas Company with a UK establishment under number BR020565  
("SEAG"),

represented by Mrs. Claire Bianconi, residing in Mondorf-les-Bains, by  
virtue of a proxy, given under private seal on **3** July 2019.

The proxy, signed by the proxyholder and the undersigned notary, will  
remain annexed to the present deed for the purpose of registration.

The following articles of association of a company have then been drawn-  
up:

### "CHAPTER 1.- FORM, NAME, REGISTERED OFFICE, OBJECT, DURATION

#### Article 1. Form., Name

*Asociete **a** responsabilite limitee* (the "**Company**") governed by the laws  
of the Grand Duchy of Luxembourg, in particular the law of 10 August 1915 on



commercial companies, as amended (the "**Laws**") and by these articles of association (the "**Articles of Association**") is hereby established.

The Company may have one (1) single Shareholder (as defined below), owner of all the Shares (as defined below), or several Shareholders, but not more than one hundred (100) Shareholders.

The Company will exist under the name of "**Steenbok Newco 10 SARL**".

#### **Article 2. Registered Office**

The Company will have its registered office in the Municipality of Luxembourg.

The registered office may be transferred to any other place within the Grand Duchy of Luxembourg by a resolution of the Manager(s) (as defined below). The Manager(s) shall arrange that the Articles of Association are amended to reflect such transfer.

Branches or other offices may be established either in the Grand Duchy of Luxembourg or abroad by a resolution of the Manager(s).

In the event that, in the view of the Manager(s), extraordinary political, economic or social developments occur or are imminent that would interfere with the normal activities of the Company at its registered office or with the ease of communications with this office or between this office and persons abroad, the Company may temporarily transfer the registered office abroad, until the complete cessation of these abnormal circumstances. These temporary measures will have no effect on the nationality of the Company, which, notwithstanding the temporary transfer of the registered office, will remain a company governed by the Laws. These temporary measures will be taken and notified to any interested parties by the Manager(s).

#### **Article 3. Object**

The object of the Company is the acquisition, holding and disposal of interests in Luxembourg and/or in foreign companies and undertakings, as well as the administration, development and management of such interests.

The Company may provide loans and financing in any other kind or form, or grant guarantees or security in any other kind or form, for the benefit of the companies and undertakings forming part of the group of which the Company is a member.

The Company may also invest in real estate, in intellectual property rights or any other movable or immovable assets in any kind or form.

The Company may borrow in any kind or form and issue bonds, notes or any other debt instruments as well as warrants or other share subscription rights.

In a general fashion, the Company may carry out any commercial, industrial or financial operation, which it may deem useful in the accomplishment and development of its object.

#### **Article 4. Duration**

The Company is formed for an unlimited duration.

### **CHAPTER II. CAPITAL, SHARES**

#### **Article 5. Share Capital**

The share capital of the Company is set at twelve thousand euro (EUR 12,000.-) divided into twelve thousand (12,000) shares with a nominal value of one euro (EUR 1.-) each (any share in the Company, a "**Share**"), all of which are fully paid up.

In addition to the share capital, a premium account may be established to record any premium paid on any Share in addition to its nominal value. The premium account shall constitute a distributable reserve and may notably be used for the payment of the price for any Shares which the Company may repurchase from its Shareholder(s), to offset any net realised losses, to make distributions to the Shareholder(s) or to allocate funds to the legal reserve.

Distributable reserve accounts may be established to record contributions to the Company made by existing Shareholders without issuance of Shares. Any such reserve shall constitute a distributable reserve and may notably be used to provide for the payment of the price of any Shares which the Company may repurchase from its Shareholder(s), to offset any net realised losses, to make distributions to the Shareholder(s) or to allocate funds to the legal reserve.

#### **Article 6. Increase and Reduction of Capital - Acquisition of own Shares**

The share capital of the Company may be increased or reduced by a resolution of the Shareholder(s) adopted in compliance with the quorum and majority rules set for the amendment of the Articles of Association.

The Company may acquire Shares.

The Manager(s) may cancel the Shares acquired by the Company. They shall arrange that the Articles of Association be amended to reflect that share capital reduction.

#### **Article 7. Shares**

Each Share entitles to one (1) vote.

The Manager(s) may suspend the voting rights attached to all Shares held by a Shareholder who is in breach towards the Company of his obligations as specified in the Articles of Association or under any subscription or commitment agreement.

A Shareholder may individually undertake not to exercise, permanently or temporarily, all or part of its voting rights. Such a waiver binds the relevant Shareholder and the Company as from its notification to the Company.

The rights and obligations attached to all Shares shall be identical except to the extent otherwise provided by the Articles of Association or by the Laws.

The co-owners of Shares must be represented towards the Company by one (1) joint representative, whether appointed amongst them or not.

#### **Article 8. Transfer of Shares**

When the Company has a single Shareholder, the single Shareholder may freely transfer any one or more of his Shares.

When the Company has more than one Shareholder, any one or more Shares may be transferred freely between Shareholders. Shares may only be transferred to one or more other persons than Shareholders with the authorisation of Shareholders holding Shares representing three quarters (3/4) of the Shares in issue.

If a Shareholder wishes to obtain an authorisation from the Shareholders to transfer Shares to a person who is not a Shareholder, he shall notify the Company of the intention to transfer such Shares in writing. The written notice (the "Notice") shall contain the number of Shares to be transferred and the identity of the proposed transferee.

The Managers must, within fifteen (15) calendar days of receipt of the Notice by the Company, notify the Shareholders of the receipt of a Notice and its content and consult the Shareholders for their consent to the proposed transfer. In case the transfer is not authorised within fifteen (15) calendar days from the

date where the Managers organised the consultation, the consent will be deemed refused.

If at the end of the aforementioned periods, no consent to the intended transfer is given, within a period of three (3) months from the date of refusal or deemed refusal,

(i) the other Shareholders may acquire all (and not only some) of the Shares or cause all (and not only some) of the Shares of the offeror Shareholder to be acquired at a price determined in accordance with this article 8 without prejudice to the right of the offeror Shareholder to withdraw his intention to transfer his Shares at any time before completion of the transfer; or

(ii) the Company may, with the consent of the offeror Shareholder, resolve to reduce its share capital by the amount of the nominal value of the Shares intended for transfer and redeem these Shares at the price determined in accordance with this article 8.

Upon request of the Manager(s), the aforementioned three (3) months' period may be extended by the judge presiding the commercial chamber of the district court where the Company has its registered office, sitting as in summary proceedings. An extension may not exceed in aggregate six (6) months as from the end of the original period of three (3) months.

If none of the options provided for in either paragraph (i) or (ii) above has been implemented, and the offeror Shareholder has not withdrawn his intention to transfer, then the offeror Shareholder may transfer the relevant Shares as initially contemplated in the Notice.

The price for the Shares referred to in this article 8 shall be the fair value of the Shares on the date of the Notice, determined in good faith by the Manager(s). In the event of disagreement between the relevant parties as to the transfer price of these Shares as determined by the Manager(s), this transfer price shall be determined by the judge presiding in the commercial chamber of the district court where the Company has its registered office, sitting as in summary proceedings.

Any transfer of Shares must be evidenced by a notarial deed or by a private written contract. A transfer is not binding towards the Company or third parties unless the transfer is duly notified to the Company or accepted by the

Company, in accordance with the provisions of article 1690 of the Luxembourg Civil Code.

Ownership of a Share carries implicit acceptance of the Articles of Association and of the resolutions validly adopted by the Shareholders.

A transfer of Shares in breach of provisions of the Articles of Association shall be null and void.

**Article 9. Incapacity, Death, Suspension of Civil Rights, Bankruptcy or Insolvency of a Shareholder**

The incapacity, death, suspension of civil rights, bankruptcy, insolvency, liquidation, or any other similar event affecting one or more Shareholder(s) does not put the Company into liquidation.

**CHAPTER III. MANAGERS, AUDITORS**

**Article 10. Managers**

The Company shall be managed by one or more managers who need not be Shareholders themselves.

If two (2) managers are appointed, they shall jointly manage the Company.

If more than two (2) managers are appointed, they shall form a board of managers (the "**Board of Managers**").

The Board of Managers and the managers, either individually or jointly, are herein referred to as the "**Manager(s)**".

Each Manager will be appointed by the Shareholder(s). The Shareholders shall determine the number of Managers and the duration of their mandate. Each Manager is eligible for re-appointment and may be removed at any time, with or without cause, by a resolution of the Shareholder(s).

The Shareholder(s) may resolve to qualify the appointed Managers as class A Manager (the "**Class A Manager**") or class B Manager (the "**Class B Manager**").

**Article 11. Powers of the Managers**

The Managers are vested with the broadest powers to perform all acts necessary or useful to accomplish the Company's object.

All powers not expressly reserved by the Articles of Association or by the Laws to the Shareholder(s) or to the Auditor(s) (as defined below) shall be within the competence of the Manager(s).

## **Article 12. Delegation of Powers - Representation of the Company**

The Manager(s) may delegate the daily management of the Company and the representation of the Company for that daily management to one or more persons or committees of their choice.

The Manager(s) may also grant other special powers of attorney or entrust permanent or temporary tasks to one or more persons or committees of their choice. Such persons or committees shall exercise the tasks entrusted to them under the supervision of the Managers.

The remuneration and other benefits granted to the person(s) to whom the daily management has been delegated must be reported annually by the Manager(s) to the Shareholder(s).

The Company will be bound towards third parties by the individual signature of the sole Manager or by the joint signatures of any two (2) Managers if more than one Manager has been appointed.

However, if the Shareholder(s) have qualified the Managers as Class A Manager(s) or as Class B Manager(s), the Company will only be bound towards third parties by the joint signatures of one (1) Class A Manager and one (1) Class B Manager.

The Company will further be bound towards third parties by the joint signatures or single signature of any person(s) to whom the daily management of the Company has been delegated, for that daily management, or by the joint signatures or sole signature of any person(s) to whom any special power of attorney has been granted, but only within the limits of that special power of attorney.

## **Article 13. Meetings of the Board of Managers**

In case a Board of Managers is formed, the following rules shall apply:

The Board of Managers may appoint from among its members a chairperson (the "**Chairperson**").

The Board of Managers will meet upon call by the Chairperson or by any Manager in accordance with the provisions of this article 13.

The Chairperson will preside over all meetings of the Board of Managers, except that in the absence of the Chairperson, the Board of Managers may appoint another Manager as chairperson for the relevant meeting by a majority of the votes of the Managers present or represented at such meeting.

Except in case of urgency or with the prior consent of all those entitled to attend, which consent shall be recorded in the minutes of the meeting, at least forty-eight (48) hours' written notice of meetings of the Board of Managers shall be given in writing and transmitted by any means of communication allowing for the transmission of a written text. Any such notice shall specify the time and the place of the meeting, as well as the agenda and the nature of the business to be resolved upon. The notice may be waived by properly documented consent of each Manager which consent shall be recorded in the minutes of the meeting. No separate notice is required for meetings held at times and places specified in a time schedule previously adopted by resolution of the Board of Managers.

The meetings of the Board of Managers shall be held in Luxembourg or at such other place as the Board of Managers may from time to time determine.

Any Manager may be represented at any meeting of the Board of Managers by appointing in writing, transmitted by any means of communication allowing for the transmission of a written text, another Manager as his proxy. Any Manager may represent one or more Managers.

The quorum for a valid meeting of the Board of Managers shall be the presence or the representation of at least half (1/2) of the Managers, provided that in the event that the Managers have been qualified as Class A Manager(s) or Class B Manager(s), the quorum shall only be met if at least one (1) Class A Manager and one (1) Class B Manager are present or represented.

Resolutions of the Board of Managers in a meeting will be taken by a majority of the votes of the Managers present or represented at such meeting. The Chairperson shall have no casting vote in case of a tie.

Managers may participate in a meeting by conference call, videoconference or any other similar means of communication enabling thus several persons participating therein to simultaneously communicate with each other on a continuous basis. A meeting held using such means of communication is deemed to have taken place at the Company's registered office.

A written resolution, signed by all the Managers and transmitted by any means of communication allowing for the transmission of a written text, is proper and valid as though it had been adopted at a meeting of the Board of Managers which was duly convened and held. Such a resolution may be

documented in a single document or in several separate documents having the same content and each of them signed by one or several Managers.

#### **Article 14. Resolutions of the Managers**

The resolutions of the Manager(s) shall be recorded in writing.

The minutes of any meeting of the Board of Managers will be signed by the Chairperson or the chairperson of the meeting or by any two (2) Managers.

Copies or extracts of written resolutions or minutes, to be produced in judicial proceedings or otherwise, may be signed by the sole Manager or by any two (2) Managers acting jointly if more than one Manager has been appointed.

#### **Article 15. Management Fees and Expenses**

Subject to approval by the Shareholder(s), Managers may receive a management fee for their management of the Company and may, in addition, be reimbursed for all other expenses whatsoever incurred by the relevant Manager in relation to the management of the Company.

#### **Article 16. Conflicts of Interest**

If any Manager has or may have a direct or indirect financial interest in any transaction which requires the approval of the Manager(s), that Manager shall disclose that interest to the other Managers and shall not take part of any deliberation or vote on any such transaction.

Such transaction and such Manager's interest shall be disclosed in a special report to the Shareholder(s) at the next General Meeting before any resolution is passed.

In case of a sole Manager, record is kept in writing of the transactions where the sole Manager has such direct or indirect financial interest.

Where, due to a conflict of interests, the number of Managers required to be present or represented for a valid quorum is not reached, the Managers may defer the decision to the Shareholders.

The foregoing paragraphs do not apply if the relevant transaction falls within the ordinary course of business of the Company and is entered into at arm's length under market conditions.

No transaction between the Company and any other party shall be affected or invalidated by the mere fact that a Manager (or any one of its directors, managers, officers or employees) is a director, manager, associate, member, shareholder, officer or employee of that other party. Any person related



as described above to any company or firm with which the Company shall contract or otherwise engage in business shall not, by reason of such affiliation, be automatically prevented from considering, voting or acting upon any matters with respect to such contract or other business.

#### **Article 17. Managers' Liability**

No Manager commits himself, by reason of his functions, to any personal obligation in relation to liabilities of the Company.

The Company may indemnify any Manager (or any one of its directors, managers, officers or employees) against damages and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been Manager (or director, manager, officer or employee of a Manager).

#### **Article 18. Confidentiality**

Even after cessation of their mandate or function, any Manager, as well as any person who is invited to attend a meeting of the Board of Managers, shall not disclose information on the Company, the disclosure of which may have adverse consequences for the Company, unless such divulgence is required (i) by a legal or regulatory provision applicable to *societes a responsabilite limitee* or (ii) for the public benefit.

#### **Article 19. Auditors**

The auditing of the Company may be entrusted to one or several auditors (*commissaires*) (the "**Auditors**").

Auditors must be appointed in case the Company has more than sixty (60) Shareholders.

When so required by the Laws, the auditing of the Company must be entrusted to one or several approved statutory auditors (*reviseurs d'entreprises agrees*) ("**Reviseurs**"). When a Reviser is appointed, no Auditor needs to be appointed.

The Auditors or Reviseurs, if any, will be appointed by the Shareholder(s), who will determine the number of Auditors or Reviseurs and the duration of their mandate. Each of them is eligible for re-appointment. Unless otherwise provided by the Laws, they may be removed at any time, with or without cause, by a resolution of the Shareholder(s).

## **CHAPTER I SHAREHOLDERS**

### **Article 20. Powers of the Shareholder**

The shareholder(s) of the Company (the "**Shareholder(s)**") shall have such powers as are vested in them pursuant to the Articles of Association and the Laws.

Resolutions of the Shareholders are taken in a general meeting of Shareholders (the "**General Meeting**").

Except for the amendments to the Articles of Association, if the Company has no more than sixty (60) Shareholders, resolutions of the Shareholders may be passed in writing in accordance with article 27.

### **Article 21. Annual General Meeting**

An annual General Meeting must be held annually once the Company has more than sixty (60) Shareholders. This General Meeting will be held within six (6) months of the end of the preceding financial year.

### **Article 22. Other General Meetings**

General Meetings, including the annual General Meeting, will be held at the registered office of the Company or at such other place in the Grand Duchy of Luxembourg, and may be held abroad if, in the judgement of the Manager(s), circumstances of *force majeure* so require.

### **Article 23. Notice of General Meetings**

The Shareholders shall meet in a General Meeting upon issuance of a convening notice in accordance with the Articles of Association or the Laws, by the Manager(s), or by Shareholders representing more than half (1/2) of the share capital.

The written convening notice will specify the time and the place of the General Meeting as well as the agenda and the nature of the business to be resolved upon at the relevant General Meeting. The agenda for a General Meeting shall also describe any proposed changes to the Articles of Association and, if applicable, set out the text of those changes affecting the object or form of the Company.

If all Shareholders are present or represented at a General Meeting, the General Meeting may be held without prior convening notice if each of the Shareholders states that he has been duly informed of the agenda of the General

Meeting and waives the convening formalities which shall be recorded in the minutes of that General Meeting.

**Article 24. Attendance - Representation**

Each Shareholder is entitled to attend and speak at any General Meeting.

A Shareholder may be represented at any General Meeting by another person (who does not need to be a Shareholder) appointed in writing (transmitted by any means of communication allowing for the transmission of a written text) as a proxyholder by the Shareholder. A proxyholder may represent more than one (1) Shareholder.

One or more Shareholders may participate in a General Meeting by conference call, videoconference or any other similar means of communication enabling several persons participating therein to simultaneously communicate with each other on a continuous basis, but only to the extent that at least one (1) Shareholder or his proxyholder is physically present at the registered office of the Company. A General Meeting held in this way is deemed to have taken place at the Company's registered office.

**Article 25. Proceedings**

Any General Meeting shall be presided over by the Chairperson or, in the absence of the Chairperson, by a person designated by the Manager(s) or, in the absence of such designation, by a resolution of the General Meeting.

The chairperson of the General Meeting shall appoint a secretary.

By resolution of the General Meeting one (1) scrutineer shall be appointed from the persons attending the General Meeting.

The chairperson, the secretary and the scrutineer together form the board of the relevant General Meeting.

**Article 26. Voting at General Meetings**

An attendance list indicating the name of each Shareholder and the number of Shares for which he votes is signed by or on behalf of each Shareholder present or represented by proxy, prior to the start of the General Meeting.

Voting takes place by a show of hands or by a roll call, unless a resolution in that General Meeting is passed to adopt another voting procedure for that General Meeting or for a specific subject in that General Meeting.

A Shareholder who is not present or represented in a General Meeting can cast his vote in that General Meeting by means of a ballot paper (*formulaire*). A ballot paper shall be delivered by any means of communication allowing for the transmission of a written text.

A ballot paper must contain all of the following:

name and address of the registered office and/or residence of the relevant Shareholder;

total number of Shares held by the relevant Shareholder and, if applicable, total number of Shares of each class held by the relevant Shareholder in the issued share capital of the Company;

agenda of the General Meeting;

confirmation with respect to each of the proposed resolutions, of the number of Shares for which the relevant Shareholder is abstaining, voting in favour of or voting against such proposed resolution; and

name, title and signature of the duly authorised representative of the relevant Shareholder and the date of the ballot paper.

A ballot paper must be received by the Company no later than five (5) p.m. (Luxembourg time) on the day (other than a Saturday or Sunday) on which banks are generally open for business in Luxembourg immediately preceding the day of the General Meeting. A ballot paper which does not contain the details specified in the preceding paragraph or which is received by the Company after the aforementioned deadline shall be void and disregarded for quorum purposes.

A ballot paper shall be deemed to have been received by the Company:

(a) when delivered by hand with acknowledgment of receipt, by registered post or by special courier service using an internationally recognised courier company; at the time of delivery to the Company; or

(b) when sent by email, by fax or by mail with acknowledgement of receipt at the time of receipt indicated in the acknowledgement of receipt.

Resolutions the adoption of which is not subject to the quorum and the majority requirements for an amendment of the Articles of Association, shall be adopted by Shareholders representing more than half (1/2) of the share capital. If such majority is not reached at the first meeting or consultation in writing, the Shareholders shall be convened or consulted a second time and resolutions shall

be adopted, irrespective of the number of Shares represented, by a simple majority of votes cast.

For resolutions the adoption of which is subject to the quorum and majority requirements for an amendment of the Articles of Association shall be adopted by a vote in favour of Shareholders holding Shares representing three quarters (3/4) of the share capital.

#### **Article 27. Minutes and written resolutions**

The minutes of a General Meeting shall be signed by the members of the board of that General Meeting and may be signed by or on behalf of any Shareholders, who so request.

The resolutions adopted by the single Shareholder shall be documented in writing and signed by the single Shareholder.

Written resolutions may be documented in a single document or in several separate documents having the same content and each of them signed by one or several Shareholders. A written vote is cast by returning it to the Company through any means of communication allowing for the transmission of a written text within fifteen (15) calendar days after the day on which the Manager(s) has sent the text of the proposed resolutions to the Shareholders. Votes cast more than (15) calendar days after the day on which the Manager(s) has sent the text shall not be valid. The quorum and majority requirements applicable to the adoption of resolutions by the General Meeting shall *mutatis mutandis* apply to the adoption of written resolutions. Unless otherwise provided for in the text of the resolutions, resolutions shall be adopted as soon as the applicable quorum and majority requirements are satisfied.

Copies or extracts of any resolutions adopted by the Shareholder(s) as well as of the minutes of any General Meeting must be signed by the sole Manager or by any two (2) Managers acting jointly if more than one Manager has been appointed.

### **CHAPTER V. FINANCIAL YEAR, FINANCIAL STATEMENTS, DISTRIBUTION OF PROFITS**

#### **Article 28. Financial Year**

The Company's financial year begins on the first day of January and ends on the last day of December of each calendar year.

#### **Article 29. Adon,tion of Financial Statements**

After the end of each financial year, the Manager(s) draw up the annual financial statements of the Company in accordance with the Laws.

The annual statutory and/or consolidated financial statements are submitted to the Shareholder(s) for approval.

Each Shareholder or his representative may also peruse the financial statements of the Company at the registered office of the Company.

#### **Article 30. Distribution of Profits**

From the annual net profits of the Company, at least five per cent (5%) shall each year be allocated to the reserve required by Laws (the "**Legal Reserve**"). That allocation to the Legal Reserve will cease to be required as soon and as long as the Legal Reserve amounts to ten per cent (10%) of the amount of the share capital of the Company.

The Shareholder(s) shall resolve how the remainder of the annual net profits after allocation to the Legal Reserve in accordance with the previous paragraph, will be disposed of by allocating the whole or part of the remainder to a reserve or to a provision, by carrying it forward to the next following financial year or by distributing it, together with carried forward profits, distributable reserves or share premium to the Shareholder(s), each Share entitling to the same proportion in such distributions.

Subject to the provisions of the Laws and in compliance with the provisions in the previous two paragraphs, the Manager(s) may resolve that the Company pays out an interim dividend to the Shareholders. The Manager(s) shall set the amount and the date of payment of the interim dividend.

### **CHAPTER VI. DISSOLUTION,...!JQUIDATION**

#### **Article 31. Dissolution uidation**

The Company may be dissolved by a resolution of the Shareholder(s) adopted by half of the Shareholdersholding Shares representing three quarters (3/4) of the share capital.

Should the Company be dissolved, the liquidation will be carried out by the Manager(s) or such other person(s) (who may be physical persons or legal entities) appointed by the Shareholder(s). The Shareholders shall also determine the powers and the compensation (if any) of those other person(s).

After settlement of all the debts and liabilities of the Company, including the expenses of liquidation, the net liquidation proceeds shall be distributed to the Shareholder(s) in compliance with the same preference as set out for dividend distributions.

In case the Company has only one **(1)** Shareholder, it may also be dissolved without liquidation in accordance with article 1865bis of the Luxembourg Civil Code.

## **CHAPTER VII. APPLICABLE LAW**

### **Article 32. Applicable Law**

All matters not governed by the Articles of Association shall be determined in accordance with the Laws."

### **Subscription and Payment**

The Articles of Association of the Company having thus been recorded by the notary, the Company's shares have been subscribed and the nominal value of these shares, has been one hundred per cent (100%) paid in kind by means of a contribution of receivable amounting to twelve thousand euro (EUR 12,000.-) held by SEAG against Steinhoff Mobil Holding GmbH, a company governed by the laws of Austria having its registered office address at Rennweg 77, A- 2345 Brunn am Gebirge, Austria, and registered under number FN216023g, corresponding to a nominal value of twelve thousand euro (EUR 12,000.-) (the "Contribution").

The Contribution represents a value in an aggregate amount of twelve thousand euro (EUR 12,000.-).

Proof of the ownership by SEAG of the Contribution has been given to the undersigned notary.

SEAG declared that the Contribution is free of any pledge or lien or charge, as applicable, and that there are no restrictions or limitations to the free transferability of the Contribution to the Company and that valid instructions have been given to make all notifications, registrations or carry out other formalities necessary to perform a valid transfer of the Contribution to the Company.

SEAG further stated that a report has been drawn up by SEAG acting on behalf of the Company in formation pursuant to Article 100-17 of the Luxembourg law of 10 August 1915 on commercial companies, as amended

wherein the Contribution is described and valued (the "**Report**").

SEAG produced the Report, the conclusions of which read as follows:

*"Based on the work performed and described above, we have no observation to mention on the aggregate value of the contribution which corresponds at least in number and nominal value to the twelve thousand (12,000) shares with a nominal value of one euro (EUR 1.-) each (total twelve thousand euro (EUR 12,000.-) to be issued"*

The amount of twelve thousand euro (EUR 12,000.-) was thus as from that moment at the disposal of the Company, evidence thereof having been submitted to the undersigned notary who states that the conditions provided for in article 710-6 and article 710-7, sub-paragraph 1, paragraph (1) of the law of 10 August 1915 on commercial companies, as amended, have been observed.

#### **Expenses**

The amount of the costs, expenses, fees and charges, of any kind whatsoever, which are due from the Company or charged to it as a result of its incorporation are estimated at approximately one thousand six hundred euro (EUR 1,600.-).

#### **Transitory Provision**

The first financial year of the Company will begin on the date of formation of the Company and will end on the last day of December of 2019.

### **RESOLUTIONS OF THE GENERAL MEETING OF SHAREHOLDERS**

#### **First Resolution**

The general meeting of shareholders resolved to establish the registered office at 58, rue Charles Martel, L-2134 Luxembourg, Grand Duchy of Luxembourg.

#### **Second Resolution**

The general meeting of shareholders resolved to set at one (1) the number of Managers and further resolved to appoint Mr Richard Heis, born on [REDACTED] in Manchester, United Kingdom and residing at [REDACTED] [REDACTED] for an unlimited duration.

The undersigned notary, who knows and speaks English, stated that on request of the appearing person, the present deed has been worded in English followed by a French version; on request of the same person and in case of



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divergences between the English and the French text, the English text will prevail.

Whereupon the present deed was drawn up in Mondorf-les-Bains, by the undersigned notary, on the day referred to at the beginning of this document.

The document having been read to the proxyholder of the appearing person, who is known to the undersigned notary by his surname, first name, civil status and residence, such person signed together with the undersigned notary, this original deed.

**SUIT LA TRADUCTION FRANCAISE DU TEXTE QUI PRECEDE:**

L'an deux mille dix-neuf le neuvieme jour du mois de juillet,

Par-devant Maitre Marc Loesch, notaire de residence a Mondorf-les-Bains, Grand-Duche de Luxembourg,

**Steinhoff Europe AG**, une societe incorporee en Autriche, ayant son siege social au 5th Floor, Festival House Jessop Avenue, Cheltenham, GL50 3SH, UK et immatricule avec le *Companies House* comme une societe etrangere etablie au Royaume-Uni sous le numero BR020565 ("**SEAG**"),

represente par Madame Claire Bianconi, demeurant a Mondorf-les-Bains en vertu d'une procuration donnee sous seing prive le . juillet 2019.

La procuration, signee par le mandataire et le notaire soussigne, restera annexee au present acte aux fins d'enregistrement.

Les statuts qui suivent ont ainsi ete rediges :

**« CHAPITRE I. FORME. DENOMINATION. SIEGE. OBJET. DUREE**

**Article 1. Forme., Denomination**

Une societe a responsabilite limitee (la« **Societe** ») regie par les lois du Grand-Duche de Luxembourg, en particulier la loi du 10 aofit 1915 concernant les societes commerciales, telle que modifiee (les « **Lois** »), et par ces statuts (les « **Statuts** ») est formee par les presentes.

La Societe peut comporter un (1) Associe (tel que defini ci-dessous) unique, proprietaire de la totalite<sup>s</sup> des Parts Sociales (telles que definies ci-dessous), ou plusieurs Associes, mais pas plus de cent (100) Associes.

La Societe adopte la denomination« **Steenbok Newco 10 SARL** ».

**Article 2. Siege Social**

Le siege social de la Societe est etabli dans la commune de Luxembourg.

Le siege social peut etre transfere a tout autre endroit du Grand-Duche de Luxembourg par une resolution des Gerants (tels que definis ci-dessous). Les Gerants veilleront a ce que les Statuts soient modifies de maniere a refleter un tel transfert.

Des succursales ou d'autres bureaux peuvent etre etablis soit au Grand-Duche de Luxembourg ou a l'etranger par une resolution des Gerants.

Dans l'hypothese ou les Gerants estiment que des evenements extraordinaires d'ordre politique, economique ou social sont de nature a compromettre l'activite normale de la Societe a son siege social ou la communication aisee avec ce siege ou entre ce siege et l'etranger ou que de tels evenements se sont produits ou sont imminents, la Societe pourra transferer provisoirement le siege social a l'etranger jusqu'a cessation complete de ces circonstances anormales. Ces mesures provisoires n'auront aucun effet sur la nationalite de la Societe, laquelle, nonobstant ce transfert provisoire du siege, demeurera regie par les Lois. Ces mesures provisoires seront prises et portees a la connaissance de tout interesse par les Gerants.

### **Article 3. Obiet**

La Societe a pour objet l'acquisition, la detention et la cession de participations dans toute societe et entreprise luxembourgeoise et/ou etrangere, ainsi que l'administration, la gestion et la mise en valeur de ces participations.

La Societe peut fournir des prets et financements sous quelque forme que ce soit ou consentir des garanties ou suretes sous quelque forme que ce soit, au profit de societes et d'entreprises faisant partie du groupe de societes dont la Societe fait partie.

La Societe peut egalement investir dans l'immobilier, les droits de propriete intellectuelle ou tout autre actif mobilier ou immobilier sous quelque forme que ce soit.

La Societe peut emprunter sous quelque forme que ce soit et proceder a l'emission d'obligations, de billets a ordre ou tout autre instrument de dettes ainsi que des bons de souscription ou tout autre droit de souscription de parts sociales.

D'une fa9on generale, la Societe peut effectuer toute operation commerciale, industrielle ou financiere qu'elle estime utile a l'accomplissement et au developpement de son objet.

#### **Article 4. Duree**

La Societe est constituee pour une duree illimitee.

### **CHAPITRE II. CAPITAL, PARTS SOCIALES**

#### **Article 5. Capital Social**

Le capital social de la Societe est fixe a douze mille euros (EUR 12.000,-) divise en douze mille (12.000) parts sociales ayant une valeur nominale d'un euro (EUR 1,-) chacune (toute part sociale dans la Societe, une « **Part Sociale** »), celles-ci etant entierement liberees.

En plus du capital social, un compte prime d'emission peut etre etabli sur lequel seront transferees toutes les primes d'emission payees sur les Parts Sociales en plus de la valeur nominale. Le compte prime d'emission constitue une reserve distribuable et peut etre utilise notamment pour regler le prix des Parts Sociales que la Societe a rachetees a ses Associes, pour compenser toute perte nette realisee, pour proceder a des distributions aux Associes ou pour affecter des fonds a la reserve legale.

Les comptes prime d'emission peuvent etre crees pour enregistrer les apports contribues a la Societe par les Associes existants sans emission de Parts Sociales. Les comptes prime d'emission constituent une reserve distribuable et peuvent etre utilises notamment pour payer les Parts Sociales que la Societe pourrait racheter de ses Associes, pour compenser les pertes nettes realisees, pour proceder a des distributions aux Associes ou pour affecter des fonds a la reserve legale.

#### **Article 6. Augmentation et Reduction du Capital Social -Acquisition de Parts Sociales**

Le capital social de la Societe peut etre augmente ou reduit par une resolution des Associes adoptee aux conditions de quorum et de majorite exigees pour toute modification des Statuts.

La Societe peut acquerir des Parts Sociales.

Les Gerants peuvent annuler les Parts Sociales acquises par la Societe. Ils veilleront a ce que les Statuts soient modifies de maniere a refleter la reduction du capital social.

#### **Article 7. Parts Sociales**

Chaque Part Sociale donne droit a une (1) voix.

Les Gerants peuvent suspendre les droits de vote attaches a toutes les Parts Sociales detenues par un Associe qui est en violation des obligations lui incombant envers la Societe en vertu des Statuts ou en vertu de toute convention de souscription ou d'engagement.

Un Associe peut individuellement decider de ne pas exercer, de maniere temporaire ou permanente, tout ou partie de ses droits de vote. Une telle renonciation lie l' Associe concerne et la Societe a compter de sa notification a la Societe.

Les droits et obligations inherents a toutes les Parts Sociales sont identiques, sauf stipulation contraire des Statuts ou des Lois.

Les coproprietaires de Parts Sociales sont tenus de se faire représenter aupres de la Societe par un (1) représentant commun designe ou non parmi eux.

#### **Article 8. Cession de Parts Sociales**

Lorsque la Societe ne compte qu'un seul Associe, celui-ci peut librement ceder ses Parts Sociales.

Lorsque la Societe compte plus d'un Associe, une ou plusieurs Parts Sociales sont librement cessibles entre les Associes. Les Parts Sociales ne peuvent etre cedees a une ou plusieurs personnes autres que des Associes qu'avec l'autorisation des Associes detenant des Parts Sociales representant au moins trois quarts (3/4) des Parts Sociales en circulation.

Si un Associe desire obtenir l' autorisation des Associes de ceder des Parts Sociales a une personne qui n'est pas un Associe, il notifie la societe de l'intention de ceder de telles Parts Sociales par ecrit. La notification ecrite (la « **Notification** ») devra indiquer le nombre de Parts Sociales a ceder et l'identite du cessionnaire propose.

Les Gerants doivent, endans quinze (15) jours calendaires a compter de la reception de la Notification par la Societe, notifier les Associes de la reception de la Notification ainsi que de son contenu et consulter les Associes apropos de leur consentement a la cession proposee. Dans le cas ou la cession n'est pas autorisee endans quinze (15) jours calendaires a compter de de la date a laquelle les Gerants ont organise la consultation, le consentement sera presume refuse.

Si a l' expiration des delais susmentionnes, le consentement a la cession envisagee n'est pas donne, clans le delai de trois (3) mois a compter de la date de ce refus ou du refus presume,

(i) les autres Associes peuvent acquérir toutes (et non pas seulement certaines) les Parts Sociales ou faire acquérir toutes (et non pas seulement certaines) les Parts Sociales de l'Associe cedant au prix determine conformement a cet article 8, sans prejudice du droit de l' Associe cedant de renoncer a ceder ses Parts Sociales a tout moment avant l' achievement du transfert ; ou

(ii) la Societe peut, avec le consentement de l'Associe cedant, decider de reduire son capital social du montant de la valeur nominale des Parts Sociales destinees a la cession et racheter ces Parts Sociales au prix determine conformement a cet article 8.

Sur requete des Gerants, le delai susmentionne de trois (3) mois peut etre prolonge par le magistrat presidant la chambre du tribunal d'arrondissement siegeant en matiere commerciale et comme en matiere de refere, du lieu du siege social de la Societe. La prolongation ne peut exceder au total six (6) mois a compter de la fin du delai initial de trois (3) mois.

Si aucune des solutions prevues dans les paragraphes (i) et (ii) n'a ete mise en reuvre, et que l'Associe cedant n'a pas renonce a son projet de cession, l'Associe cedant peut alors ceder les Parts Sociales en question tel qu'initialement envisage dans la Notification.

Le prix des Parts Sociales auquel on refere dans cet article 8 sera la juste valeur des Parts Sociales a la date de la Notification, determinee de bonne foi par les Gerants. En cas de desaccord entre les parties prenantes concernant le prix de cession de ces Parts Sociales tel que determine par les Gerants, ce prix de cession sera determine par le magistrat presidant la chambre du tribunal d'arrondissement siegeant en matiere commerciale et comme en matiere de refere, du lieu du siege social de la Societe.

Chaque cession de Parts Sociales doit etre constatee par acte notarie ou par acte sous seing prive. Une cession n'est opposable a la Societe ou aux tiers qu'apres avoir ete dument notifiee a la Societe ou acceptee par elle conformement a l'article 1690 du code civil luxembourgeois.

La propriete d'une Part Sociale emporte de plein droit acceptation des Statuts et des resolutions valablement adoptees par les Associes.

Une cession de Parts Sociales en violation des dispositions des Statuts sera nulle.

**Article 9. Incapacite, Deces, Suspension des Droits Civils, Faillite ou Insolvabilite d'un Associe**

L'incapacite, le deces, la suspension des droits civils, la faillite, l'insolvabilite, la liquidation ou tout autre evenement similaire affectant un ou plusieurs Associes n'entrame pas la mise en liquidation de la Societe.

**CHAPITRE III. GERANTS ET COMMISSAIRES**

**Article 10. Gerants**

La Societe est geree par un ou plusieurs gerants qui n'ont pas besoin d'etre Associes .

Si deux (2) gerants sont nommes, ils gereront conjointement la Societe.

Si plus de deux (2) gerants sont nommes, ils formeront un college de gerance (le « **Conseil de Gerance** »).

Le Conseil de Gerance et les gerants, individuellement ou conjointement, sont designes ci-apres comme les « **Gerants** ».

Chaque Gerant sera nomme par les Associes. Les Associes determineront le nombre de Gerants et la duree de leur mandat. Chaque Gerant peut etre renomme et peut etre revoque a tout moment, avec ou sans motif, par une resolution des Associes.

Les Associes pourront decider de qualifier les gerants nommes de Gerant de categorie A (le « **Gerant de Categorie A** ») ou Gerant de categorie B (le « **Gerant de Categorie B** »).

**Article 11. Pouvoirs des Gerants**

Les Gerants sont investis des pouvoirs les plus etendus pour accomplir tous les actes necessaires ou utiles a la realisation de l'objet social de la Societe.

Tous les pouvoirs qui ne sont pas expressement reserves par les Statuts ou par les Lois aux Associes ou aux Commissaire(s) (tel(s) que defini(s) ci-dessous) relevent de la competence du ou des Gerant(s).

**Article 12. Delegation de Pouvoirs - Representation de la Societe**

Les Gerants peuvent deleguer la gestion journaliere de la Societe ainsi que la representation de la Societe en ce qui concerne cette gestion, a une ou plusieurs personnes ou comites de leur choix.

Les Gerants peuvent aussi emettre d'autres mandats speciaux, ou confier des taches permanentes ou temporaires a une ou plusieurs personnes ou comites

de leur choix. De tels personnes ou comites exerceront les taches qui leurs sont confiees sous la supervision des Gerants.

La remuneration et les autres avantages accordes aux personnes auxquelles la gestion journaliere de la Societe a ete confiee devront etre rapportes annuellement par les Gerants aux Associes.

La Societe sera engagee vis-a-vis des tiers par la signature individuelle du Gerant unique ou par la signature conjointe de deux (2) Gerants si plus d'un Gerant a ete nomme.

Toutefois, si les Associes ont qualifie les Gerants de Gerant(s) de Categorie A OU Gerant(s) de Categorie B, la Societe ne sera engagee vis-a-vis des tiers que par la signature conjointe d'un (1) Gerant de Categorie A et d'un (1) Gerant de Categorie B.

La Societe sera egalement engagee vis-a-vis des tiers par la signature conjointe ou par la signature individuelle de toute(s) personne(s) a qui la gestion journaliere de la Societe a ete deleguee, pour cette gestion journaliere, OU par la signature conjointe ou par la signature individuelle de toute(s) personne(s) a qui un mandat special aura ete emis, mais seulement dans les limites de ce mandat special.

### **Article 13. Reunions du Conseil de Gerance**

Dans l'hypothese ou un Conseil de Gerance est forme, les regles suivantes s'appliqueront:

Le Conseil de Gerance peut nommer parmi ses membres un president (le « **President** »).

Le Conseil de Gerance se reunira sur convocation du President ou de tout Gerant conformement aux dispositions de cet article 13.

Le President presidera toutes les reunions du Conseil de Gerance, mais en son absence, le Conseil de Gerance designera un autre Gerant comme president pour la reunion en question par un vote a la majorite des Gerants **présents OU representes a cette reunion.**

Sauf en cas d'urgence ou avec l'accord prealable de tous ceux qui ont le droit d'y assister, dont ii sera fait mention dans le proces verbal de la reunion, une convocation ecrite devra etre transmise, quarante-huit (48) heures au moins avant la date prevue pour la reunion du Conseil de Gerance, par tout moyen de communication permettant la transmission d'un texte ecrit. La convocation



Les proces-verbaux des reunions du Conseil de Gerance seront signes par le President ou le president de la reunion ou par deux (2) Gerants.

Les copies ou les extraits des resolutions ecrites ou les proces-verbaux, destines a etre produits en justice ou ailleurs, pourront etre signes par le Gerant unique ou par deux Gerants agissant conjointement si plus d'un Gerant a ete nomme.

#### **Article 15. Remuneration et Den,enses**

Sous reserve de l'approbation des Associes, les Gerants peuvent recevoir une remuneration pour leur gestion de la Societe et peuvent, de plus, etre rembourses de toutes les depenses que le Gerant conceme aurait exposees en relation avec la gestion de la Societe.

#### **Article 16. Conflits d'Interet**

Si un Gerant a ou pourrait avoir, un interet de nature patrimoniale direct ou indirect dans une operation qui requiere l'approbation des Gerants, ce Gerant devra en aviser les autres Gerants et il ne pourra ni prendre part aux deliberations ni emettre un vote sur une telle operation.

Une telle operation et un tel interet de Gerant seront divulgues dans un rapport special aux Associes a la premiere Assemblée Generale avant que toute autre resolution ne soit adoptee.

Dans l'hypothese d'un Gerant unique, il est fait mention dans un proces-verbal des operations dans lesquelles le Gerant unique a un tel interet de nature patrimoniale direct ou indirect.

Lorsque, en raison d'une opposition d'interets, le nombre de Gerants presents ou representes requis pour un quorum valable n'est pas atteint, les Gerants peuvent deferer la resolution aux Associes.

Les dispositions des alineas qui precedent ne sont pas applicables lorsque l' operation en question tombe dans le cadre des operations courantes de la Societe et est conclue dans les conditions habituelles du marche.

Aucune operation entre la Societe et toute autre partie ne sera affectee ou invalidee par le simple fait qu'un Gerant (ou l'un de ses directeurs, gerants, fonde de pouvoir ou employes) est directeur, gerant, collaborateur, membre, associe, fonde de pouvoir ou employe de cette autre partie. Toute personne liee tel que decrit ci-dessus a toute societe ou firme avec laquelle la Societe contractera ou entrera autrement en relations d'affaires ne devra pas, en raison

Un Associé peut être représenté à toute Assemblée Générale par une autre personne (qui n'a pas besoin d'être elle-même Associé) désignée par écrit (transmis par tout moyen de communication permettant la transmission d'un texte écrit), en tant que mandataire par un Associé. Un mandataire peut représenter plus d'un (1) Associé.

Un ou plusieurs Associés peuvent participer à une Assemblée Générale par conférence téléphonique, visioconférence ou tout autre moyen similaire de communication permettant à plusieurs personnes y participant de communiquer de manière simultanée l'une avec l'autre sur de façon continue, mais uniquement si au moins un (1) Associé ou son mandataire est physiquement présent au siège social de la Société. Une Assemblée Générale tenue de cette manière est réputée avoir été tenue au siège social de la Société.

#### **Article 25. Procedure**

Toute Assemblée Générale est présidée par le Président ou, en l'absence du Président, par une personne désignée par les Gérants, ou, faute d'une telle désignation, par une personne désignée par une résolution de cette Assemblée Générale.

Le président de l'Assemblée Générale désigne un secrétaire.

Par résolution de l'Assemblée Générale, un (1) scrutateur sera désigné parmi les personnes participant à l'Assemblée Générale.

Le président, le secrétaire et le scrutateur forment ensemble le bureau de l'Assemblée Générale en question.

#### **Article 26. Vote aux Assemblées Generales**

Une liste de présence indiquant le nom de chaque Associé et le nombre de Parts Sociales pour lesquelles il vote est signée par chacun d'entre eux ou par leur mandataire avant l'ouverture des débats de l'Assemblée Générale.

Le vote se fait à main levée ou par un appel nominal sauf si l'Assemblée Générale décide par une résolution d'adopter une autre procédure de vote pour cette Assemblée Générale ou pour un sujet spécifique de cette Assemblée Générale.

Un Associé qui n'est pas présent ou représenté à une Assemblée Générale peut voter à cette Assemblée Générale au moyen d'un formulaire. Un formulaire sera délivré par tout moyen de communication permettant la transmission d'un texte écrit.

adoptees par un vote favorable des Associes detenant des Parts Sociales representant trois quarts (3/4) du capital social.

#### **Article 27. Procs-Verbaux et resolutions ecrites**

Les procs-verbaux d'une Assemblee Generale doivent etre signes par les membres du bureau de l' Assemblee Generale et peuvent etre signes par tous les Associes ou mandataires d' Associes qui en font la demande.

Les resolutions adoptees par l' Associe unique seront etablies par ecrit et signees par l'Associe unique.

Les resolutions ecrites peuvent etre constatees dans un seul ou plusieurs documents ayant le meme contenu, signes par un ou plusieurs Associes. Un vote est exprime par ecrit en le retournant a la Societe par tout moyen de communication permettant la transmission d'un texte ecrit endans quinze (15) jours calendaires apres le jour ou les Gerants ont envoye le texte de la resolution proposee aux Associes. Les votes exprimes plus de quinze (15) jours calendaires apres le jour ou les Gerants ont envoye le texte ne sont pas valides. Les exigences de quorum et de majorite imposees pour l'adoption de resolutions par l' Assemblee Generale s' appliquent *mutatis mutandis* a l' adoption de resolution ecrites. Sauf disposition contraire dans le texte des resolutions, les resolutions seront adoptees des que les conditions de quorum et de majorites requises sont atteintes.

Les copies ou extraits de toutes les resolutions adoptees par les Associes, ainsi que les procs-verbaux de toute Assemblee Generale sont signes par le Gerant unique ou par deux (2) Gerants au moins agissant conjointement des lors que plus d' un Gerant aura ete nomme.

### **CHAPITRE V. EXERCICE SOCIAL, COMPTES ANNUELS, DISTRIBUTION DES BENEFICES**

#### **Article 28. Exercice Social**

L'exercice social de la Societe commence le premier jour de janvier de chaque annee et s'acheve le demier jour de decembre de chaque annee.

#### **Article 29. Approbation des Comptes Annuels**

A la cloture de chaque exercice social, les Gerants preparent les comptes annuels conformement aux Lois.

Les comptes annuels et/ou les comptes consolides sont soumis aux Associes pour approbation.

Chaque Associe ou son representant peut consulter les comptes annuels de la Societe au siege social de la Societe.

### **Article 30. Distribution des Benefices**

Sur les benefices nets de la Societe, il sera preleve au moins cinq pour cent (5%) qui seront affectes, chaque annee, a la reserve legale (la « **Reserve Legale** »), conformement a aux Lois. Cette affectation a la Reserve Legale cessera d'etre obligatoire lorsque et aussi longtemps que la Reserve Legale atteindra dix pour cent (10%) du montant du capital social de la Societe.

Les Associes decideront de l'affectation du solde des benefices annuels nets apres affectation a la Reserve Legale conformement au paragraphe precedent. Ils peuvent decider de verser la totalite ou une partie du solde a un compte de reserve ou de provision, en le reportant a nouveau ou en le distribuant avec les benefices reportes, les reserves distribuables ou les primes d'emission, aux Associes, chaque Part Sociale dormant droit a une meme proportion dans ces distributions.

Sous reserve des dispositions fixees par les Lois et conformement aux dispositions des deux paragraphes qui precedent, les Gerants peuvent decider du versement par la Societe d'un acompte sur dividendes aux Associes. Les Gerants determineront le montant ainsi que la date de paiement de l'acompte sur dividendes.

## **CHAPITRE VI. DISSOLUTION LIQUIDATION**

### **Article 31. Dissolution liquidation**

La Societe peut etre dissoute par une resolution prise par la moitie des Associes possedant des Parts Sociales representant trois quarts (3/4) du capital social.

En cas de dissolution de la Societe, la liquidation sera realisee par les Gerants ou par toute autre personne (qui peut etre une personne physique ou une personne morale) nommee par les Associes. Les Associes determineront egalement leurs pouvoirs et leurs emoluments (s'il y en a).

Apres paiement de toutes les dettes et charges de la Societe, et de tous les frais de liquidation, le boni net de liquidation sera reparti equitalement entre le(s) Associe(s) de maniere a atteindre le meme resultat economique que celui fixe par les regles relatives a la distribution de dividendes.

Si la Société a un (1) seul Associé, elle peut également être dissoute sans liquidation conformément à l'article 1865bis du Code civil luxembourgeois.

## **CHAPITRE VII. LOI APPLICABLE**

### **Article 32. Loi Applicable**

Toutes les matières qui ne sont pas régies par les Statuts seront régies conformément aux Lois. »

### **Souscription et Paiement**

Les Statuts de la Société ont donc été enregistrés par le notaire, les parts sociales de la Société ont été souscrites et la valeur nominale de ces parts sociales, a été payée à cent pour cent (100%) en nature par un apport consistant en une créance d'un montant de douze mille euros (EUR 12.000,-) détenu par SEAG contre Steinhoff Mabel Holding GmbH, une société régie par les lois d'Autriche ayant son siège social au Rennweg 77, A- 2345 Brunn am Gebirge, Autriche, et immatriculée sous le numéro FN216023g, correspondant à une valeur nominale de douze mille euros (EUR 12.000,-) (l'« **Apport** »).

L'Apport représente un montant total de douze mille euros (EUR 12.000,-).

La preuve par SEAG de la propriété de l'Apport a été rapportée au notaire soussigné.

SEAG a déclaré encore que l'Apport est libre de tout privilège ou gage, le cas échéant, et qu'il n'existe aucune restriction ou limitation au libre transfert de l'Apport à la Société et que des instructions valables ont été données en vue d'effectuer toutes notifications, inscriptions ou autres formalités nécessaires pour effectuer un transfert valable de l'Apport à la Société.

SEAG a déclaré qu'un rapport a été établi par SEAG pour la Société en formation conformément à l'article 100-17 de la loi luxembourgeoise du 10 août 1915 concernant les sociétés commerciales, telle que modifiée dans lequel l'Apport est décrit et évalué (le « **Rapport** »).

SEAG a produit le Rapport, lequel contient les conclusions suivantes :

*« Sur base du travail effectué, tel que décrit ci-dessus, nous n'avons pas d'observations quant à la valeur totale de l'apport qui correspond au moins au nombre et à la valeur nominale des douze mille (12.000) parts sociales d'une valeur nominale d'un euro (EUR 1,-) chacune (total douze mille euros (EUR 12.000,-)) à émettre. »*

Le montant de douze mille euros (EUR 12.000,-) est donc à ce moment à la disposition de la Société, preuve en a été faite au notaire soussigné qui constate que les conditions prévues par l'article 710-6 et l'article 710-7, alinéa 1<sup>er</sup>, paragraphe 1 de la loi du 10 août 1915 concernant les sociétés commerciales, telle que modifiée, ont été observées.

#### **Frais**

Les frais, dépenses, rémunérations et charges de toutes espèces qui incombent à la Société en raison de sa constitution sont estimés à environ mille six cents euros (EUR 1.600,-).

#### **Disposition transitoire**

Le premier exercice social de la Société commencera à la date de constitution de la Société et s'achèvera le dernier jour de décembre de 2019.

### **ASSEMBLEE GENERALE EXTRAORDINAIRE**

#### **Première Resolution**

L'assemblée générale des associés a décidé d'établir le siège social à 58, rue Charles Martel, L-2134 Luxembourg, Grand-Duché de Luxembourg.

#### **Deuxième Resolution**

L'assemblée générale des associés a décidé de fixer à un (1) le nombre des Gérants et a décidé de plus de nommer Monsieur Richard Heis, né à Manchester, Royaume Uni, le [REDACTED] et résident à [REDACTED] [REDACTED] pour une période indéterminée.

Le notaire soussigné qui comprend et parle la langue anglaise, déclare par la présente qu'à la demande du comparant ci-avant, le présent acte est rédigé en langue anglaise, suivi d'une version française, et qu'à la demande du même comparant, et en cas de divergences entre le texte anglais et le texte français, la version anglaise primera.

#### **CONTACTE**

Fait et passé à Mondorf-les-Bains, à la date indiquée en tête des présentes.

Lecture du présent acte faite et interprétation donnée au mandataire du comparant, connu du notaire soussigné par ses nom, prénom usuel, état civil et demeure, il a signé avec, le notaire soussigné, le présent acte.

CERTIFIED AS A TRUE COPY  
MONDORF-LES-BAINS (D.)fr 2019

Notaire  
x:SCI-11  
10

\_\_\_\_\_

[REDACTED]

**THE UNIVERSITY OF CHICAGO**

Certified a true translation of an original document.

*A. Hees*

Steenbok Newco 10 SARL

Limited Liability company

Address : 58, rue Charles Martel, L-2134 Luxembourg

*A. Hees*

DIRECTOR

## DEED OF INCORPORATION333

9 July 2019

In the year two thousand and nineteen, on the ninth day of July,  
before Maitre Marc Loesch, notary, residing in Mondorf-les-Bains, Grand  
Duchy of Luxembourg,

there appeared the following:

**Steinhoff Europe AG**, a company incorporated under the laws of Austria  
and with its registered office address at 5th Floor, Festival House Jessop Avenue,  
Cheltenham, GL50 3SH, UK and registered with Companies House as an  
overseas Company with a UK establishment under number BR020565  
("**SEAG**"),

represented by Mrs. Claire Bianconi, residing in Mondorf-les-Bains, by  
virtue of a proxy, given under private seal on **3** July 2019.

The proxy, signed by the proxyholder and the undersigned notary, will  
remain annexed to the present deed for the purpose of registration.

The following articles of association of a company have then been drawn-  
up:

### "CHAPTER 1.- FORM, NAME, REGISTERED OFFICE, OBJECT, DURATION

#### Article 1. Form., Name

*Company with limited liability* (the "**Company**") governed by the laws of  
the Grand Duchy of Luxembourg, in particular the law of 10 August 1915 on



commercial companies, as amended (the "**Laws**") and by these articles of association (the "**Articles of Association**") is hereby established.

The Company may have one (1) single Shareholder (as defined below), owner of all the Shares (as defined below), or several Shareholders, but not more than one hundred (100) Shareholders.

The Company will exist under the name of "**Steenbok Newco 10 SARL**".

#### **Article 2. Registered Office**

The Company will have its registered office in the Municipality of Luxembourg.

The registered office may be transferred to any other place within the Grand Duchy of Luxembourg by a resolution of the Manager(s) (as defined below). The Manager(s) shall arrange that the Articles of Association are amended to reflect such transfer.

Branches or other offices may be established either in the Grand Duchy of Luxembourg or abroad by a resolution of the Manager(s)

In the event that, in the view of the Manager(s), extraordinary political, economic or social developments occur or are imminent that would interfere with the normal activities of the Company at its registered office or with the ease of communications with this office or between this office and persons abroad, the Company may temporarily transfer the registered office abroad, until the complete cessation of these abnormal circumstances. These temporary measures will have no effect on the nationality of the Company, which, notwithstanding the temporary transfer of the registered office, will remain a company governed by the Laws. These temporary measures will be taken and notified to any interested parties by the Manager(s).

#### **Article 3. Object**

The object of the Company is the acquisition, holding and disposal of interests in Luxembourg and/or in foreign companies and undertakings, as well as the administration, development and management of such interests.

The Company may provide loans and financing in any other kind or form, or grant guarantees or security in any other kind or form, for the benefit of the companies and undertakings forming part of the group of which the Company is a member.

The Company may also invest in real estate, in intellectual property rights or any other movable or immovable assets in any kind or form.

The Company may borrow in any kind or form and issue bonds, notes or any other debt instruments as well as warrants or other share subscription rights.

In a general fashion, the Company may carry out any commercial, industrial or financial operation, which it may deem useful in the accomplishment and development of its object.

#### **Article 4. Duration**

The Company is formed for an unlimited duration.

### **CHAPTER II. CAPITAL, SHARES**

#### **Article 5. Share Capital**

The share capital of the Company is set at twelve thousand euro (EUR 12,000.-) divided into twelve thousand (12,000) shares with a nominal value of one euro (EUR 1.-) each (any share in the Company, a "**Share**"), all of which are fully paid up.

In addition to the share capital, a premium account may be established to record any premium paid on any Share in addition to its nominal value. The premium account shall constitute a distributable reserve and may notably be used for the payment of the price for any Shares which the Company may repurchase from its Shareholder(s), to offset any net realised losses, to make distributions to the Shareholder(s) or to allocate funds to the legal reserve.

Distributable reserve accounts may be established to record contributions to the Company made by existing Shareholders without issuance of Shares. Any such reserve shall constitute a distributable reserve and may notably be used to provide for the payment of the price of any Shares which the Company may repurchase from its Shareholder(s), to offset any net realised losses, to make distributions to the Shareholder(s) or to allocate funds to the legal reserve.

#### **Article 6. Increase and Reduction of Capital - Acquisition of own Shares**

The share capital of the Company may be increased or reduced by a resolution of the Shareholder(s) adopted in compliance with the quorum and majority rules set for the amendment of the Articles of Association.

The Company may acquire Shares.

Except in case of urgency or with the prior consent of all those entitled to attend, which consent shall be recorded in the minutes of the meeting, at least forty-eight (48) hours' written notice of meetings of the Board of Managers shall be given in writing and transmitted by any means of communication allowing for the transmission of a written text. Any such notice shall specify the time and the place of the meeting, as well as the agenda and the nature of the business to be resolved upon. The notice may be waived by properly documented consent of each Manager which consent shall be recorded in the minutes of the meeting. No separate notice is required for meetings held at times and places specified in a time schedule previously adopted by resolution of the Board of Managers.

The meetings of the Board of Managers shall be held in Luxembourg or at such other place as the Board of Managers may from time to time determine.

Any Manager may be represented at any meeting of the Board of Managers by appointing in writing, transmitted by any means of communication allowing for the transmission of a written text, another Manager as his proxy. Any Manager may represent one or more Managers.

The quorum for a valid meeting of the Board of Managers shall be the presence or the representation of at least half (1/2) of the Managers, provided that in the event that the Managers have been qualified as Class A Manager(s) or Class B Manager(s), the quorum shall only be met if at least one (1) Class A Manager and one (1) Class B Manager are present or represented.

Resolutions of the Board of Managers in a meeting will be taken by a majority of the votes of the Managers present or represented at such meeting. The Chairperson shall have no casting vote in case of a tie.

Managers may participate in a meeting by conference call, videoconference or any other similar means of communication enabling thus several persons participating therein to simultaneously communicate with each other on a continuous basis. A meeting held using such means of communication is deemed to have taken place at the Company's registered office.

A written resolution, signed by all the Managers and transmitted by any means of communication allowing for the transmission of a written text, is proper and valid as though it had been adopted at a meeting of the Board of Managers which was duly convened and held. Such a resolution may be

documented in a single document or in several separate documents having the same content and each of them signed by one or several Managers.

#### **Article 14. Resolutions of the Managers**

The resolutions of the Manager(s) shall be recorded in writing.

The minutes of any meeting of the Board of Managers will be signed by the Chairperson or the chairperson of the meeting or by any two (2) Managers.

Copies or extracts of written resolutions or minutes, to be produced in judicial proceedings or otherwise, may be signed by the sole Manager or by any two (2) Managers acting jointly if more than one Manager has been appointed.

#### **Article 15. Management Fees and Expenses**

Subject to approval by the Shareholder(s), Managers may receive a management fee for their management of the Company and may, in addition, be reimbursed for all other expenses whatsoever incurred by the relevant Manager in relation to the management of the Company.

#### **Article 16. Conflicts of Interest**

If any Manager has or may have a direct or indirect financial interest in any transaction which requires the approval of the Manager(s), that Manager shall disclose that interest to the other Managers and shall not take part of any deliberation or vote on any such transaction.

Such transaction and such Manager's interest shall be disclosed in a special report to the Shareholder(s) at the next General Meeting before any resolution is passed.

In case of a sole Manager, record is kept in writing of the transactions where the sole Manager has such direct or indirect financial interest.

Where, due to a conflict of interests, the number of Managers required to be present or represented for a valid quorum is not reached, the Managers may defer the decision to the Shareholders.

The foregoing paragraphs do not apply if the relevant transaction falls within the ordinary course of business of the Company and is entered into at arm's length under market conditions.

No transaction between the Company and any other party shall be affected or invalidated by the mere fact that a Manager (or any one of its directors, managers, officers or employees) is a director, manager, associate, member, shareholder, officer or employee of that other party. Any person related

as described above to any company or firm with which the Company shall contract or otherwise engage in business shall not, by reason of such affiliation, be automatically prevented from considering, voting or acting upon any matters with respect to such contract or other business.

#### **Article 17. Managers' Liability**

No Manager commits himself, by reason of his functions, to any personal obligation in relation to liabilities of the Company.

The Company may indemnify any Manager (or any one of its directors, managers, officers or employees) against damages and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been Manager (or director, manager, officer or employee of a Manager).

#### **Article 18. Confidentiality**

Even after cessation of their mandate or function, any Manager, as well as any person who is invited to attend a meeting of the Board of Managers, shall not disclose information on the Company, the disclosure of which may have adverse consequences for the Company, unless such divulgence is required (i) by a legal or regulatory provision applicable to *societes a responsabilite limitee* or (ii) for the public benefit.

#### **Article 19. Auditors**

The auditing of the Company may be entrusted to one or several auditors (*commissaires*) (the "**Auditors**").

Auditors must be appointed in case the Company has more than sixty (60) Shareholders.

When so required by the Laws, the auditing of the Company must be entrusted to one or several approved statutory auditors (*reviseurs d'entreprises agrees*) ("**Reviseurs**"). When a Reviseur is appointed, no Auditor needs to be appointed.

The Auditors or Reviseurs, if any, will be appointed by the Shareholder(s), who will determine the number of Auditors or Reviseurs and the duration of their mandate. Each of them is eligible for re-appointment. Unless otherwise provided by the Laws, they may be removed at any time, with or without cause, by a resolution of the Shareholder(s).

## **CHAPTER I SHAREHOLDERS**

### **Article 20. Powers of the Shareholder**

The shareholder(s) of the Company (the "**Shareholder(s)**") shall have such powers as are vested in them pursuant to the Articles of Association and the Laws.

Resolutions of the Shareholders are taken in a general meeting of Shareholders (the "**General Meeting**").

Except for the amendments to the Articles of Association, if the Company has no more than sixty (60) Shareholders, resolutions of the Shareholders may be passed in writing in accordance with article 27

### **Article 21. Annual General Meeting**

An annual General Meeting must be held annually once the Company has more than sixty (60) Shareholders. This General Meeting will be held within six (6) months of the end of the preceding financial year.

### **Article 22. Other General Meetings**

General Meetings, including the annual General Meeting, will be held at the registered office of the Company or at such other place in the Grand Duchy of Luxembourg, and may be held abroad if, in the judgement of the Manager(s), circumstances of *force majeure* so require.

### **Article 23. Notice of General Meetings**

The Shareholders shall meet in a General Meeting upon issuance of a convening notice in accordance with the Articles of Association or the Laws, by the Manager(s), or by Shareholders representing more than half (1/2) of the share capital.

The written convening notice will specify the time and the place of the General Meeting as well as the agenda and the nature of the business to be resolved upon at the relevant General Meeting. The agenda for a General Meeting shall also describe any proposed changes to the Articles of Association and, if applicable, set out the text of those changes affecting the object or form of the Company.

If all Shareholders are present or represented at a General Meeting, the General Meeting may be held without prior convening notice if each of the Shareholders states that he has been duly informed of the agenda of the General

Meeting and waives the convening formalities which shall be recorded in the minutes of that General Meeting.

#### **Article 24. Attendance - Representation**

Each Shareholder is entitled to attend and speak at any General Meeting.

A Shareholder may be represented at any General Meeting by another person (who does not need to be a Shareholder) appointed in writing (transmitted by any means of communication allowing for the transmission of a written text) as a proxyholder by the Shareholder. A proxyholder may represent more than one (1) Shareholder

One or more Shareholders may participate in a General Meeting by conference call, videoconference or any other similar means of communication enabling several persons participating therein to simultaneously communicate with each other on a continuous basis, but only to the extent that at least one (1) Shareholder or his proxyholder is physically present at the registered office of the Company. A General Meeting held in this way is deemed to have taken place at the Company's registered office.

#### **Article 25. Proceedings**

Any General Meeting shall be presided over by the Chairperson or, in the absence of the Chairperson, by a person designated by the Manager(s) or, in the absence of such designation, by a resolution of the General Meeting.

The chairperson of the General Meeting shall appoint a secretary.

By resolution of the General Meeting one (1) scrutineer shall be appointed from the persons attending the General Meeting

The chairperson, the secretary and the scrutineer together form the board of the relevant General Meeting.

#### **Article 26. Voting at General Meetings**

An attendance list indicating the name of each Shareholder and the number of Shares for which he votes is signed by or on behalf of each Shareholder present or represented by proxy, prior to the start of the General Meeting.

Voting takes place by a show of hands or by a roll call, unless a resolution in that General Meeting is passed to adopt another voting procedure for that General Meeting or for a specific subject in that General Meeting.

A Shareholder who is not present or represented in a General Meeting can cast his vote in that General Meeting by means of a ballot paper (*formulaire*). A ballot paper shall be delivered by any means of communication allowing for the transmission of a written text.

A ballot paper must contain all of the following:

name and address of the registered office and/or residence of the relevant Shareholder;

total number of Shares held by the relevant Shareholder and, if applicable, total number of Shares of each class held by the relevant Shareholder in the issued share capital of the Company;

agenda of the General Meeting;

confirmation with respect to each of the proposed resolutions, of the number of Shares for which the relevant Shareholder is abstaining, voting in favour of or voting against such proposed resolution; and

name, title and signature of the duly authorised representative of the relevant Shareholder and the date of the ballot paper.

A ballot paper must be received by the Company no later than five (5) p.m. (Luxembourg time) on the day (other than a Saturday or Sunday) on which banks are generally open for business in Luxembourg immediately preceding the day of the General Meeting. A ballot paper which does not contain the details specified in the preceding paragraph or which is received by the Company after the aforementioned deadline shall be void and disregarded for quorum purposes.

A ballot paper shall be deemed to have been received by the Company:

(a) when delivered by hand with acknowledgment of receipt, by registered post or by special courier service using an internationally recognised courier company; at the time of delivery to the Company; or

(b) when sent by email, by fax or by mail with acknowledgement of receipt at the time of receipt indicated in the acknowledgement of receipt.

Resolutions the adoption of which is not subject to the quorum and the majority requirements for an amendment of the Articles of Association, shall be adopted by Shareholders representing more than half (1/2) of the share capital. If such majority is not reached at the first meeting or consultation in writing, the Shareholders shall be convened or consulted a second time and resolutions shall



be adopted, irrespective of the number of Shares represented, by a simple majority of votes cast.

For resolutions the adoption of which is subject to the quorum and majority requirements for an amendment of the Articles of Association shall be adopted by a vote in favour of Shareholders holding Shares representing three quarters (3/4) of the share capital.

#### **Article 27. Minutes and written resolutions**

The minutes of a General Meeting shall be signed by the members of the board of that General Meeting and may be signed by or on behalf of any Shareholders, who so request.

The resolutions adopted by the single Shareholder shall be documented in writing and signed by the single Shareholder.

Written resolutions may be documented in a single document or in several separate documents having the same content and each of them signed by one or several Shareholders. A written vote is cast by returning it to the Company through any means of communication allowing for the transmission of a written text within fifteen (15) calendar days after the day on which the Manager(s) has sent the text of the proposed resolutions to the Shareholders. Votes cast more than (15) calendar days after the day on which the Manager(s) has sent the text shall not be valid. The quorum and majority requirements applicable to the adoption of resolutions by the General Meeting shall *mutatis mutandis* apply to the adoption of written resolutions. Unless otherwise provided for in the text of the resolutions, resolutions shall be adopted as soon as the applicable quorum and majority requirements are satisfied.

Copies or extracts of any resolutions adopted by the Shareholder(s) as well as of the minutes of any General Meeting must be signed by the sole Manager or by any two (2) Managers acting jointly if more than one Manager has been appointed.

### **CHAPTER V. FINANCIAL YEAR, FINANCIAL STATEMENTS, DISTRIBUTION OF PROFITS**

#### **Article 28. Financial Year**

The Company's financial year begins on the first day of January and ends on the last day of December of each calendar year.

#### **Article 29. Adon,tion of Financial Statements**

After the end of each financial year, the Manager(s) draw up the annual financial statements of the Company in accordance with the Laws.

The annual statutory and/or consolidated financial statements are submitted to the Shareholder(s) for approval.

Each Shareholder or his representative may also peruse the financial statements of the Company at the registered office of the Company.

#### **Article 30. Distribution of Profits**

From the annual net profits of the Company, at least five per cent (5%) shall each year be allocated to the reserve required by Laws (the "**Legal Reserve**"). That allocation to the Legal Reserve will cease to be required as soon and as long as the Legal Reserve amounts to ten per cent (10%) of the amount of the share capital of the Company.

The Shareholder(s) shall resolve how the remainder of the annual net profits after allocation to the Legal Reserve in accordance with the previous paragraph, will be disposed of by allocating the whole or part of the remainder to a reserve or to a provision, by carrying it forward to the next following financial year or by distributing it, together with carried forward profits, distributable reserves or share premium to the Shareholder(s). each Share entitling to the same proportion in such distributions.

Subject to the provisions of the Laws and in compliance with the provisions in the previous two paragraphs, the Manager(s) may resolve that the Company pays out an interim dividend to the Shareholders. The Manager(s) shall set the amount and the date of payment of the interim dividend.

#### **CHAPTER VI. DISSOLUTION,...!JQUIDATION**

##### **Article 31. Dissolution uidation**

The Company may be dissolved by a resolution of the Shareholder(s) adopted by half of the Shareholdersholding Shares representing three quarters (3/4) of the share capital.

Should the Company be dissolved, the liquidation will be carried out by the Manager(s) or such other person(s) (who may be physical persons or legal entities) appointed by the Shareholder(s). The Shareholders shall also determine the powers and the compensation (if any) of those other person(s).

After settlement of all the debts and liabilities of the Company, including the expenses of liquidation, the net liquidation proceeds shall be distributed to the Shareholder(s) in compliance with the same preference as set out for dividend distributions.

In case the Company has only one **(1)** Shareholder, it may also be dissolved without liquidation in accordance with article 1865bis of the Luxembourg Civil Code.

## **CHAPTER VII. APPLICABLE LAW**

### **Article 32. Applicable Law**

All matters not governed by the Articles of Association shall be determined in accordance with the Laws."

### **Subscription and Payment**

The Articles of Association of the Company having thus been recorded by the notary, the Company's shares have been subscribed and the nominal value of these shares, has been one hundred per cent (100%) paid in kind by means of a contribution of receivable amounting to twelve thousand euro (EUR 12,000.-) held by SEAG against Steinhoff Möbel Holding GmbH, a company governed by the laws of Austria having its registered office address at Rennweg 77, A-2345 Brunn am Gebirge, Austria, and registered under number FN216023g, corresponding to a nominal value of twelve thousand euro (EUR 12,000.-) (the "Contribution").

The Contribution represents a value in an aggregate amount of twelve thousand euro (EUR 12,000.-).

Proof of the ownership by SEAG of the Contribution has been given to the undersigned notary.

SEAG declared that the Contribution is free of any pledge or lien or charge, as applicable, and that there are no restrictions or limitations to the free transferability of the Contribution to the Company and that valid instructions have been given to make all notifications, registrations or carry out other formalities necessary to perform a valid transfer of the Contribution to the Company.

SEAG further stated that a report has been drawn up by SEAG acting on behalf of the Company in formation pursuant to Article 100-17 of the Luxembourg law of 10 August 1915 on commercial companies, as amended

wherein the Contribution is described and valued (the "**Report**").

SEAG produced the Report, the conclusions of which read as follows:

*"Based on the work performed and described above, we have no observation to mention on the aggregate value of the contribution which corresponds at least in number and nominal value to the twelve thousand (12,000) shares with a nominal value of one euro (EUR 1.-) each (total twelve thousand euro (EUR 12,000.-) to be issued"*

The amount of twelve thousand euro (EUR 12,000.-) was thus as from that moment at the disposal of the Company, evidence thereof having been submitted to the undersigned notary who states that the conditions provided for in article 710-6 and article 710-7, sub-paragraph 1. paragraph (1) of the law of 10 August 1915 on commercial companies, as amended, have been observed.

#### **Expenses**

The amount of the costs, expenses, fees and charges, of any kind whatsoever, which are due from the Company or charged to it as a result of its incorporation are estimated at approximately one thousand six hundred euro (EUR 1,600.-).

#### **Transitory Provision**

The first financial year of the Company will begin on the date of formation of the Company and will end on the last day of December of 2019.

### **RESOLUTIONS OF THE GENERAL MEETING OF SHAREHOLDERS**

#### **First Resolution**

The general meeting of shareholders resolved to establish the registered office at 58, rue Charles Martel, L-2134 Luxembourg, Grand Duchy of Luxembourg.

#### **Second Resolution**

The general meeting of shareholders resolved to set at one (1) the number of Managers and further resolved to appoint Mr Richard Heis, born on [REDACTED] [REDACTED] in Manchester, United Kingdom and residing at [REDACTED] [REDACTED] for an unlimited duration.

The undersigned notary, who knows and speaks English, stated that on request of the appearing person, the present deed has been worded in English followed by a French version; on request of the same person and in case of

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divergences between the English and the French text, the English text will prevail.

Whereupon the present deed was drawn up in Mondorf-les-Bains, by the undersigned notary, on the day referred to at the beginning of this document.

The document having been read to the proxyholder of the appearing person, who is known to the undersigned notary by his surname, first name, civil status and residence, such person signed together with the undersigned notary, this original deed.



**FILE COPY**

**CERTIFICATE OF REGISTRATION  
OF AN OVERSEA COMPANY**

(Registration of a UK establishment)

Company No. FC036950

UK Establishment No. BR022038

The Registrar of Companies hereby certifies that

**STEENBOK NEWCO 10 SARL**

has this day been registered under the Companies Act 2006 as having established a UK Establishment in the United Kingdom.

Given at Companies House on **18th December 2019.**



**Companies House**



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