



**Registration of a Charge**

Company name: **KENT ROAD INVESTMENTS 2020**

Company number: **13026309**



X9Y0K4J7

Received for Electronic Filing: **10/02/2021**

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**Details of Charge**

Date of creation: **05/02/2021**

Charge code: **1302 6309 0001**

Persons entitled: **STEINHOFF UK HOLDINGS LIMITED**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

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

Certified by: **JENNA MCCORMACK**



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

Company number: 13026309

Charge code: 1302 6309 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th February 2021 and created by KENT ROAD INVESTMENTS 2020 was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th February 2021 .

Given at Companies House, Cardiff on 11th February 2021

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



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

5 February 2021

(1) KENT ROAD INVESTMENTS 2020  
as Mortgagor

and

(2) STEINHOFF UK HOLDINGS LIMITED  
as Lender

**MORTGAGE OVER SHARES  
IN PEPCO GROUP LIMITED**

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**THIS MORTGAGE** is dated **5 February** 2021

**BETWEEN**

- (1) **KENT ROAD INVESTMENTS 2020** (an unlimited company CRN: 13026309) whose registered office is at 89 Station Parade, Harrogate HG1 1HF (the "**Mortgagor**") ; and
- (2) **STEINHOFF UK HOLDINGS LIMITED** (company number 03738136) whose registered office is at Pall Mall Works, 17-19 Cockspur Street, London, SW1Y 5BL (the "**Lender**").

**BACKGROUND**

- (A) The Lender made credit facilities available to Andrew James Bond (in his capacity as a shareholder of Pepco Group Limited) ("**AB**") on the terms of the Facility Agreement (a copy of which has been made available to the Mortgagor).
- (B) AB and the Lender entered into the Original Mortgage to provide Security to the Lender to secure the payment and discharge of the Secured Liabilities.
- (C) On or prior to the date hereof AB transferred his interest in certain shares in the capital of Pepco Group Limited to the Mortgagor. The Mortgagor has agreed to provide security to the Lender to further secure the payment and discharge of the Secured Liabilities.
- (D) This Mortgage constitutes a Security Financial Collateral Arrangement for the purposes of the Regulations.

**TERMS AGREED**

**1. Definitions and interpretation**

**1.1 Definitions**

Words and expressions defined in the Facility Agreement have the same meanings in this Mortgage unless they are expressly defined in it and, in addition, in this Mortgage:

<b>"Act"</b>	the Law of Property Act 1925;
<b>"Articles"</b>	the articles of association of Pepco Group Limited in force from time to time;
<b>"Commencement Date"</b>	has the meaning given to that term in the Novation Deed;
<b>"Default Rate"</b>	the rate of interest specified in, and calculated in accordance with, clause 6.2 of the Facility Agreement;
<b>"Distribution Rights"</b>	all dividends, interest and other distributions paid or payable on or in respect of the Shares and any right to receive them;
<b>"Equivalent Financial Collateral"</b>	has the same meaning as it has in the Regulations;

<b>"Facility Agreement"</b>	the facility agreement originally dated 4 May 2016 between AB and Steinhoff UK Retail Limited (as amended, restated and novated by the Novation Deed on or about the Commencement Date and as otherwise amended from time to time);
<b>"Financial Collateral"</b>	has the same meaning as it has in the Regulations;
<b>"Novation Deed"</b>	means the deed of novation and restatement dated on or about the Commencement Date and made between the Lender, Steinhoff UK Retail Limited and AB;
<b>"Original Mortgage"</b>	means the mortgage over shares entered into on 28 April 2017 between Estera Trust (Jersey) Limited acting as nominee of AB, AB and the Lender as amended and restated on 6 November 2019;
<b>"Receiver"</b>	a receiver appointed pursuant to this Mortgage or to any applicable law, whether alone or jointly, and includes a receiver and/or manager;
<b>"Regulations"</b>	the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and "Regulation" means any of them;
<b>"Secured Liabilities"</b>	all present and future monies, obligations and liabilities owed by AB to the Lender pursuant to the Facility Agreement, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity together with all interest (including, without limitation, default interest) accruing in respect of those monies or liabilities;
<b>"Security Assets"</b>	all of the assets of the Mortgagor which are the subject of any Security created or to be created by this Mortgage;
<b>"Security Period"</b>	the period beginning on the date of this Mortgage and ending on the date on which the Lender is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding;
<b>"Shareholders' Agreement"</b>	the amended and restated subscription and shareholders' agreement relating to Pepco Group Limited entered into on 28 April 2017 (as amended from time to time);
<b>"Shares"</b>	the shares specified in the Schedule together with:

- (a) all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise (except for Distribution Rights) which at any time accrue to or are offered or arise in respect of them, and
- (b) any Equivalent Financial Collateral provided in accordance with clause 10.5 (*Rights and powers of the Lender*);

## 1.2 Construction

- 1.2.1 The principles of construction set out in clause 1 of the Facility Agreement apply to this Mortgage, insofar as they are relevant to it, as they apply to the Facility Agreement.
- 1.2.2 Unless a contrary intention appears, any reference in this Mortgage to:
  - 1.2.2.1 this **"Mortgage"** is a reference to this Mortgage as amended, varied, novated, supplemented and replaced from time to time;
  - 1.2.2.2 **"liabilities"** includes any obligation whether incurred as principal or as surety, whether or not in respect of indebtedness, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity;
  - 1.2.2.3 the words **"include(s)"**, **"including"** and **"in particular"** shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
  - 1.2.2.4 the words **"other"** and **"otherwise"** shall not be construed ejusdem generis with any preceding words where a wider construction is possible;
  - 1.2.2.5 any **"person"** includes any assignee, transferee, successor in title, delegate, sub-delegate or appointee of that person (in the case of a Party, in so far as such assignees, transferees, successors in title, delegates, sub-delegates or appointees are permitted) and any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
  - 1.2.2.6 **"debt"** or **"indebtedness"** includes any obligation, whether incurred as principal or as surety, for the payment or repayment of money, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity;

1.2.2.7 **"assets"** includes present, future, actual and contingent properties, revenues and rights of every description, whether tangible or intangible (including uncalled share capital);

1.2.2.8 a **"Mortgagor"**, the **"Lender"** or a **"Receiver"** includes any one or more of his assigns, transferees and successors in title (in the case of a Mortgagor, so far as any such is permitted); and

1.2.2.9 the **"Lender"** or a **"Receiver"** (except for the references in clause 18 (*Power of attorney*)), includes its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents, delegates and sub-delegates.

1.2.3 Section and clause headings are for ease of reference only.

1.2.4 It is intended that this document shall take effect as and be a deed notwithstanding the fact that the Lender may execute this document under hand.

### 1.3 **Third party rights**

1.3.1 The Lender, any Receiver and their respective officers, employees and agents may enforce any term of this Mortgage which purports to confer a benefit on that person, but no other person who is not a party to this Mortgage has any right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Mortgage.

1.3.2 The parties to this Mortgage and any Receiver may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Mortgage without the consent of any person who is not a party to this Mortgage.

### 1.4 **Effect as a deed**

This Mortgage shall take effect as a deed even if it is signed under hand on behalf of the Lender.

## 2. **Covenant to pay**

The Mortgagor covenants with the Lender that it will on demand pay and discharge the Secured Liabilities when due.

## 3. **Limited recourse**

3.1 The total amount recoverable by the Lender from the Mortgagor shall be limited to the amount realised from the disposal of the Mortgagor's Shares or the value of the Mortgagors' Shares, determined in accordance with Regulation 18, to the extent that they constitute Financial Collateral and are appropriated in accordance with clause 11.2.2 (*Powers on enforcement*).



#### 4. **Mortgage**

So far as is appropriate to its interests in the Security Assets, the Mortgagor mortgages or (if or to the extent that this Mortgage does not take effect as a mortgage) charges by way of fixed charge:

- 4.1 the Shares; and
- 4.2 the Distribution Rights.

#### 5. **Nature of Security created**

The Security created under this Mortgage is created:

- 5.1 as a continuing security to secure the payment and discharge of the Secured Liabilities;
- 5.2 in favour of the Lender;
- 5.3 over all present and future assets of the kind described which are owned by each Mortgagor and, to the extent it does not own those assets, shall extend to any right or interest it may have in them; and
- 5.4 with full title guarantee (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, encumbrances and rights, even if the Mortgagor does not know and could not reasonably be expected to know about them).

#### 6. **Representations and warranties by the Mortgagor**

##### 6.1 **Representations and warranties**

In entering into this Mortgage, the Lender has relied on the representations of the Mortgagor and the Mortgagor warrants to the Lender:

- 6.1.1 that, subject to the Original Mortgage, the Mortgagor is the sole beneficial owner of the Security Assets which are detailed next to its name in the Schedule;
- 6.1.2 that the Shares are fully paid;
- 6.1.3 that it is not deemed to be unable to pay its debts for the purpose of section 123 of the Insolvency Act 1986 or any other applicable law (but ignoring any requirement that any matter referred to in that section be proved to the satisfaction of the court), nor will it become so in consequence of entering into the Facility Agreement and / or the Mortgage;
- 6.1.4 in the terms of clause 15 (*Representations and warranties*) of the Facility Agreement, as if each reference to the Facility Agreement were a reference to this Mortgage.

## 6.2 Repetition

The representations and warranties set out in this clause 6 shall survive the execution of this Mortgage and are deemed to be repeated by reference to the facts and circumstances then existing on each date on which the Repeating Representations are deemed to be repeated.

## 7. Positive covenants

The covenants in this clause 7 remain in force from the date of this Mortgage until the end of the Security Period.

### 7.1 Preservation of the Security Assets

So far as is relevant to its interest in the Security Assets, the Mortgagor shall:

- 7.1.1 promptly pay all calls, instalments and other payments which may be made or become due in respect of the Shares (or, in respect of Shares of which the Lender is the legal owner, promptly pay to the Lender on demand such amounts as the Lender may require in order to make those payments, together with interest at the Default Rate from the date of payment by the Lender to the date of payment by the Mortgagor under this clause, both before and after judgment);
- 7.1.2 comply with any notice served on it in respect of or in connection with the Shares, and will promptly provide to the Lender a copy of that notice;
- 7.1.3 promptly, on the request of the Lender provide to the Lender a copy of all other notices, reports, accounts and circulars in respect of or in connection with any of the Security Assets;
- 7.1.4 promptly notify the Lender if any Shares are in, or are converted into, uncertificated form and:
  - 7.1.4.1 act on any instructions given by the Lender, and give such directions as the Lender may require in order to protect and preserve the Lender's security in respect of those Shares; and
  - 7.1.4.2 transfer those Shares to an escrow account in respect of which it has named as escrow agent the Lender or any nominee or agent of the Lender notified to the Mortgagor or any other person approved in writing by the Lender.

### 7.2 Deposit of documents

The Mortgagor shall (in the case of the Shares specified in the Schedule) promptly after entering into this Mortgage or (in the case of any other Shares) on such later date on which any Shares are issued to or otherwise acquired by any Mortgagor, deposit with the Lender, in respect of or in connection with the Shares:

- 7.2.1 all stock and share certificates and documents of or evidencing title;

7.2.2 signed undated transfers, completed in blank and, if the Lender so requires, pre-stamped; and

7.2.3 any other documents which the Lender may from time to time require for perfecting its title, or the title of any purchaser,

all of which will be held by the Lender at the expense and risk of the Mortgagor.

**7.3 Payments without deduction**

The Mortgagor covenants with the Lender that all payments to be made by it under this Mortgage shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

**8. Negative covenants**

The covenants in this clause 8 remain in force from the date of this Mortgage until the end of the Security Period.

**8.1 Disposals**

The Mortgagor shall not enter into a single transaction or a series of transactions (whether related or not), whether voluntary or involuntary and whether at the same time or over a period of time, to sell, lease, license, transfer, loan, nor otherwise dispose of any Security Asset, nor enter into an agreement to make any such disposal, other than:

8.1.1 with the prior written consent of the Lender; or

8.1.2 in accordance with the Articles and / or the Shareholders' Agreement.

**8.2 Negative pledge**

The Mortgagor shall not create or permit to subsist any Security over any Security Asset except for Security created pursuant to this Mortgage.

**8.3 Preservation of the Security Assets**

The Mortgagor shall without the prior written consent of the Lender:

8.3.1 permit any person other than itself, the Lender or any purchaser to be registered as holder of any of the Shares;

8.3.2 permit a variation of any rights attaching to any of the Shares;

8.3.3 take any Security in connection with its liability under this Mortgage from any guarantor of, or provider of Security for, any of the Secured Liabilities;

in each case other than in accordance with the Articles and / or the Shareholders' Agreement.

**9. Dividends and voting rights**

**9.1 Before demand by the Lender**

Until such time as the Lender makes a demand under clause 9.2 (*After demand by the Lender*), the Mortgagor may exercise any of its voting and other rights and powers attached to the Shares.

**9.2 After demand by the Lender**

After the Lender so demands, so far as is relevant to its specific interest in the Security Assets, the Mortgagor shall:

9.2.1 promptly pay over to the Lender all moneys arising from the Distribution Rights which it may receive; and

9.2.2 exercise all voting and other rights and powers attached to the Shares in any manner which the Lender may direct.

**10. Rights and powers of the Lender**

During the Security Period the Lender may, without notice to the Mortgagor:

10.1 appoint nominees, attorneys, correspondents, trustees, advisers and agents to perform any of its functions under this Mortgage;

10.2 delegate to any person, with power to sub-delegate, any of its rights, powers and discretions under this Mortgage;

10.3 at any time after the Security created by this Mortgage becomes enforceable in accordance with clause 11, complete and date any of the transfers and other documents referred to in clauses 7.2.2 or 7.2.3 (*Deposit of documents*) and transfer all or any of the Shares to itself;

10.4 pay calls, instalments and other payments which may be made or become due in respect of the Shares if any Mortgagor fails to do so; and

10.5 at any time after the Security created by this Mortgage becomes enforceable in accordance with clause 11, use and dispose of any Security Asset (to the extent that it constitutes Financial Collateral) as if it were the legal and beneficial owner of it, subject to paragraphs (2), (3) and (4) of Regulation 16, and if it does so it shall either replace it with Equivalent Financial Collateral in the manner and at the time specified in paragraph (2) of Regulation 16 or it may set off the value (as determined by the Lender) of that Equivalent Financial Collateral against, or apply it in discharge of, the Secured Liabilities.

**11. Enforcement**

**11.1 When Security becomes enforceable**

The Security created by this Mortgage shall become enforceable on the occurrence of an Event of Default.

## 11.2 Powers on enforcement

At any time after the Security created by this Mortgage has become enforceable the Lender may (without prejudice to any other of its rights and remedies and without notice to the Mortgagor) do all or any of the following:

- 11.2.1 exercise all the powers and rights which may be exercisable by the registered holder of the Shares and all other powers conferred on mortgagees by the Act, as varied and extended by this Mortgage, without the restrictions contained in sections 103 or 109(1) of the Act;
- 11.2.2 to the extent that any Security Asset constitutes Financial Collateral, as defined in the Regulations, appropriate it and transfer the title in and to it to the Lender insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18;
- 11.2.3 apply any moneys which it may receive in respect of the Distribution Rights as though they were proceeds of sale; and
- 11.2.4 subject to clause 12.1 (*Method of appointment and removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Security Assets.

## 11.3 Disposal of the Security Assets

In exercising the powers referred to in clause 11.2.1 (*Powers on enforcement*), the Lender or any Receiver may sell or dispose of all or any of the Security Assets at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

## 11.4 Application of moneys

- 11.4.1 The Lender or any Receiver shall apply moneys received by them under this Mortgage after the Security created by this Mortgage has become enforceable in the following order:
  - 11.4.1.1 **first**, in or towards the payment pro rata of, or the provision pro rata for, any unpaid costs and expenses of the Lender and any Receiver under this Mortgage or which are incidental to any Receiver's appointment, together with interest at the Default Rate (both before and after judgment) from the date those amounts became due until the date they are irrevocably paid in full;
  - 11.4.1.2 **secondly**, in or towards the payment pro rata of, or the provision pro rata for, any unpaid fees, commission or remuneration of the Lender and any Receiver;
  - 11.4.1.3 **thirdly**, in or towards the discharge of the Secured Liabilities in accordance with the Facility Agreement; and
  - 11.4.1.4 **fourthly**, in the payment of any surplus to the Mortgagor or other person entitled to it,

and section 109(8) of the Act shall not apply.

11.4.2 Clause 11.4.1 will override any appropriation made by any Mortgagor.

#### 11.5 **Minority Consent**

Notwithstanding any provision to the contrary in this Mortgage (including, but not limited to, clause 9.2 and clause 11.2), the Lender shall not in any circumstances be entitled to, or to require that the Mortgagor shall, exercise any right to give or withhold Minority Consent (as such term defined in and pursuant to the Shareholders' Agreement and the Articles).

### 12. **Appointment and powers of Receivers**

#### 12.1 **Method of appointment and removal**

12.1.1 The Lender may not appoint a Receiver by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986.

12.1.2 Every appointment or removal of a Receiver, of any delegate or of any other person by the Lender pursuant to this Mortgage may be made in writing under the hand of any officer or manager of the Lender.

#### 12.2 **Powers of Receiver**

Every Receiver shall have all the powers:

12.2.1 of the Lender under this Mortgage;

12.2.2 conferred by the Act on mortgagees in possession and on receivers appointed under the Act;

12.2.3 in relation to, and to the extent applicable to, the Security Assets or any of them, as specified in Schedule 1 of the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver within the meaning of that Act); and

12.2.4 in relation to any Security Asset, which he would have if he were its absolute beneficial owner.

#### 12.3 **Joint or several**

If two or more persons are appointed as Receivers of the same assets, they may act jointly and/or severally so that (unless any instrument appointing them specifies to the contrary) each of them may exercise individually all the powers and discretions conferred on Receivers by this Mortgage.

#### 12.4 **Receiver as agent**

Every Receiver shall be the agent of the Mortgagor who shall be responsible for his acts and defaults and for the payment of his remuneration.

## 12.5 **Receiver's remuneration**

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Lender, and the maximum rate specified in section 109(6) of the Act shall not apply.

## 13. **Protection of purchasers**

No purchaser or other person dealing with the Lender or any Receiver shall be bound or concerned:

- 13.1 to see or enquire whether the right of the Lender or any Receiver to exercise any of the powers conferred by this Mortgage has arisen or not;
- 13.2 with the propriety of the exercise or purported exercise of those powers; or
- 13.3 with the application of any moneys paid to the Lender, to any Receiver or to any other person.

## 14. **Protection of the Lender and Receivers**

### 14.1 **Exclusion of liability**

None of the Lender, any Receiver or any of their respective officers or employees shall have any responsibility or liability:

- 14.1.1 for any action taken in relation to all or any of the Security Assets;
  - 14.1.2 for any failure to take any action in relation to all or any of the Security Assets, and in particular any failure to:
    - 14.1.2.1 forward to the Mortgagor any report, circular or other communication received by the Lender in relation to any Security Assets;
    - 14.1.2.2 accept or decline any offer made in respect of any Security Assets;
    - 14.1.2.3 make any payment in relation to any Security Assets; or
    - 14.1.2.4 enforce the payment of any amount payable in respect of the Security Assets;
  - 14.1.3 to account as mortgagee in possession or for any loss on realisation of any Security Assets;
  - 14.1.4 for any loss resulting from any fluctuation in exchange rates in connection with any purchase of currencies under clause 19 (*Currency*); or
  - 14.1.5 for any other default or omission in relation to all or any of the Security Assets for which a mortgagee in possession might be liable,
- except in the case of gross negligence or wilful misconduct on the part of that person.

## 14.2 General indemnity

14.2.1 The Mortgagor shall indemnify the Lender, any Receiver and their respective officers and employees against all actions, proceedings, demands, claims, costs, expenses and other liabilities incurred by them in respect of all or any of the following:

- 14.2.1.1 any act or omission by them in relation to all or any of the Security Assets;
- 14.2.1.2 any calls, instalments and other payments relating to the Shares made at any time on or by the Lender, any Receiver or by any officer or employee for whose liability, act or omission any such person may be answerable;
- 14.2.1.3 any stamp, registration or similar Tax or duty which becomes payable in connection with the entry into, or the performance or enforcement of this Mortgage;
- 14.2.1.4 carrying out or purporting to carry out any of the rights, powers and discretions conferred on them by or permitted under this Mortgage; and
- 14.2.1.5 any breach by the Mortgagor of any of its covenants or other obligations to the Lender,

except in the case of gross negligence or wilful misconduct on the part of that person.

14.2.2 The Mortgagor shall pay interest at the Default Rate on the sums payable under this clause from the date on which the liability was incurred to the date of actual payment (both before and after judgment).

## 14.3 Indemnity out of the Security Assets

The Lender, any Receiver and their respective officers and employees shall be entitled to be indemnified out of the Security Assets in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in clause 14.2 (*General indemnity*).

## 15. Preservation of Security

### 15.1 Reinstatement

If any payment by any Mortgagor or discharge given by the Lender (whether in respect of the obligations of any Mortgagor or any Security for those obligations or otherwise) is avoided or reduced as a result of insolvency, liquidation, administration or any similar event:

- 15.1.1 the liability of the Mortgagor and the Security created by this Mortgage shall continue as if the payment, discharge, avoidance or reduction had not occurred; and



15.1.2 the Lender shall be entitled to recover the value or amount of that Security or payment from any Mortgagor, as if the payment, discharge, avoidance or reduction had not occurred.

**15.2 Waiver of defences**

Neither the Security created by this Mortgage nor the obligations of each Mortgagor under this Mortgage will be affected by an act, omission, matter or thing which, but for this clause, would reduce, release or prejudice that Security or any of those obligations (whether or not known to either Mortgagor or the Lender) including:

15.2.1 any time, waiver or consent granted to, or composition with, any Mortgagor or other person;

15.2.2 the release of any Mortgagor or any other person under the terms of any composition or arrangement with any person;

15.2.3 the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, any Mortgagor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;

15.2.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Mortgagor or any other person;

15.2.5 any amendment (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of the Facility Agreement or any other document or Security;

15.2.6 any unenforceability, illegality or invalidity of any obligation of, or any Security created by, any person under this Mortgage or any other document; or

15.2.7 any insolvency, liquidation, administration or similar procedure.

**15.3 Immediate recourse**

The Mortgagor waives any right it may have of first requiring the Lender (or any trustee or agent on his behalf) to proceed against or enforce any other rights or Security or claim payment from any person before claiming from the Mortgagor under this Mortgage. This waiver applies irrespective of any law or any provision of the Facility Agreement or this Mortgage to the contrary.

**15.4 Deferral of Mortgagor's rights**

During the Security Period and unless the Lender otherwise directs, the Mortgagor shall not exercise any rights which it may have by reason of performance by it of its obligations under this Mortgage or the enforcement of the Security created by this Mortgage:

15.4.1 to receive or claim payment from, or be indemnified by a Mortgagor;

15.4.2 to claim any contribution from any guarantor of, or provider of Security in respect of, any Mortgagor's obligations under the Facility Agreement or this Mortgage;

15.4.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under the Facility Agreement or Mortgage, or of any guarantee or Security taken pursuant to, or in connection with, the Facility Agreement or Mortgage by the Lender;

15.4.4 to exercise any right of set-off against any Mortgagor; and/or

15.4.5 to claim or prove as a creditor of any Mortgagor in competition with the Lender.

**15.5 Additional Security**

This Mortgage is in addition to, is not in any way prejudiced by and shall not merge with any contractual right or remedy or other Security now or in the future held by or available to the Lender.

**15.6 New accounts**

If the Lender receives notice (actual or otherwise) of any subsequent Security over or affecting all or any of the Security Assets it may open a new account or accounts with the respective Mortgagor and, if it does not do so, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that subsequent Security, and as from that time all payments made by the relevant Mortgagor to the Lender:

15.6.1 shall be credited or be treated as having been credited to the new account; and

15.6.2 shall not operate to reduce the Secured Liabilities at the time when the Lender received or was deemed to have received such notice.

**16. Tacking**

For the purposes of section 94(1) of the Act, the Lender shall make further advances to the Equitable Mortgagor on the terms and subject to the conditions of the Facility Agreement and this Mortgage.

**17. Further assurance**

Each Mortgagor shall, at its own expense, promptly take any action and sign or execute any further documents which the Lender may reasonably and properly require as may be necessary in order to:

17.1 give effect to the requirements of this Mortgage;

17.2 protect, preserve and perfect the Security intended to be created by or pursuant to this Mortgage;

17.3 protect and preserve the ranking of the Security intended to be created by or pursuant to this Mortgage with any other Security over the Security Assets; or

- 17.4 facilitate the realisation of all or any of the Security Assets or the exercise of any rights, powers and discretions conferred on the Lender or any Receiver in connection with all or any of the Security Assets,

and any such document may disapply section 93 of the Act.

18. **Power of attorney**

The Mortgagor irrevocably and by way of security appoints each of:

- 18.1 the Lender;
- 18.2 any delegate or sub-delegate of, or other person nominated in writing by, an officer of the Lender; and
- 18.3 any Receiver,

jointly and severally as the Mortgagor's attorney, in that Mortgagor's name, on his behalf and in such manner as the attorney may in its or his absolute discretion think fit following the occurrence of a Default or following the failure by that Mortgagor to comply with a request from the Lender, to take any action and sign or execute any further documents which the Mortgagor is required to take, sign or execute in accordance with this Mortgage. The Mortgagor agrees, promptly on the request of the Lender or any Receiver, to ratify and confirm all such actions taken and documents signed or executed.

19. **Currency**

19.1 **The Spot Rate**

In this clause, the "**Spot Rate**" means, in relation to the Lender, the spot rate of exchange of Barclays Bank plc for the purchase of any currency with any other currency in the London foreign exchange market.

19.2 **Conversion of moneys received**

The Lender may convert any moneys received, recovered or realised in any currency under this Mortgage (including the proceeds of any previous conversion under this clause) from their existing currency into any other currency, by purchasing that other currency at the Spot Rate.

19.3 **Hedging**

If the Mortgagor fails to pay any sum under this Mortgage on the due date, the Lender may, without notice to the Mortgagor, purchase at the Spot Rate any currency which the Lender considers necessary or desirable to cover the liabilities of the Mortgagor to pay that sum.

20. **Discharge of Security**

On the irrevocable and unconditional payment and discharge in full of the Secured Liabilities, unless any third party has any subrogation or other rights in respect of the Security created by

this Mortgage at that time, the Lender shall, or shall procure that its appointees will, at the request of either Mortgagor, release the Security Assets from this Mortgage. For the avoidance of doubt, the Lender shall bear the reasonable costs in relation to such release. Section 93 of the Act shall not apply to this Mortgage.

21. **Costs and expenses**

21.1 **Amendment costs**

If the Mortgagor requests an amendment, waiver or consent in relation to this Mortgage, the Mortgagor shall, within three Business Days of demand, reimburse the Lender for the amount of all costs and expenses (including legal fees) reasonably and properly incurred by it in responding to, evaluating, negotiating or complying with that request or requirement.

21.2 **Enforcement costs**

The Mortgagor shall, within three Business Days of demand, pay to the Lender or any Receiver the amount of all costs and expenses (including legal fees) incurred by the Lender or any Receiver in connection with the enforcement of, or the preservation of any rights under, this Mortgage or the investigation of any possible Default.

22. **Assignment**

22.1 **Assignments by the Lender**

The Lender may assign any of its rights under this Mortgage to any person to whom it assigns or transfers any of its rights or obligations under the Facility Agreement.

22.2 **Disclosure of information**

The Lender may disclose any information it reasonably believes it has received as Lender in connection with this Mortgage in accordance with the Facility Agreement.

23. **Set-off**

The Lender may set off any matured obligation due from the Mortgagor under this mortgage (to the extent beneficially owned by the Lender) against any matured obligation owed by the Lender to the Mortgagor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

24. **Notices**

24.1 **Communications in writing**

Any communication to be made under or in connection with this Mortgage shall be made in writing and, unless otherwise stated, may be made by email or letter.

## 24.2 **Addresses**

24.2.1 The address and email address (and the department or officer, if any, for whose attention the communication is to be made) of each party for any communication or document to be made or delivered under or in connection with this Mortgage is that identified with their name below or any substitute address, email address or department or officer as either party may notify to the other by not less than five Business Days' notice.

24.2.2 The contact details referred to in clause 24.2.1 are:

### 24.2.2.1 **The Mortgagor**

Address as set out on page 1

Email: [REDACTED]

### 24.2.2.2 **The Lender**

Attention: Louis Du Preez

Address as set out on page 1

Email: [REDACTED]

## 24.3 **Delivery**

24.3.1 Any communication or document made or delivered by one person to another under or in connection with this Mortgage will only be effective:

24.3.1.1 if by way of email, when received in legible form; or

24.3.1.2 if by way of letter:

(a) when it has been left at the relevant address; or

(b) two Business Days (or, in the case of airmail, five Business Days) after being deposited in the post postage prepaid (or, as the case may be, airmail postage prepaid), in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under clause 24.2 (*Addresses*), if addressed to that department or officer.

24.3.2 Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified in clause 24.2.2 (or any substitute department or officer as the Lender shall specify for this purpose).

## 24.4 **English language**

24.4.1 Any notice given under or in connection with this Mortgage must be in English.

24.4.2 All other documents provided under or in connection with this Mortgage must be:

24.4.2.1 in English; or

24.4.2.2 if not in English, and if so required by the Lender, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

25. **Calculations and certificates**

25.1 **Accounts**

In any litigation or arbitration proceedings arising out of or in connection with this Mortgage, the entries made in the accounts maintained by the Lender are *prima facie* evidence of the matters to which they relate.

25.2 **Certificates and determinations**

Any certification or determination by the Lender of a rate or amount under this Mortgage is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

26. **Partial invalidity**

If, at any time, any provision of this Mortgage is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

27. **Remedies and waivers**

No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under this Mortgage shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Mortgage are cumulative and not exclusive of any rights or remedies provided by law.

28. **Amendments and waivers**

Any term of this Mortgage may be amended or waived only with the written consent of the Mortgagor and the Lender.

29. **Counterparts**

This Mortgage may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Mortgage.

30. **Governing law and enforcement**

30.1 **Governing law**

English law governs this Mortgage, its interpretation and any non-contractual obligations arising from or connected with it.

30.2 **Jurisdiction**

30.2.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Mortgage (including a dispute regarding the existence, validity or termination of this Mortgage) (a "**Dispute**").

30.2.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

30.2.3 This clause 30.2 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

Executed as a deed and delivered on the date appearing at the beginning of this Mortgage.

## THE SCHEDULE


Number of shares or amount of stock or other securities	Name of issuing company	Name of legal and beneficial owner	Description of shares, stock or other securities
3,572	<b>PEPCO GROUP LIMITED</b> (company number 09127609) whose registered office is at Unit B, 120 Weston Street, London, SE1 4GS	<b>Legal owner:</b> Ocorian Limited acting as nominee of the Equitable Mortgagor (incorporated and registered in the Bailiwick of Jersey with company number 52417) whose registered office is at 26 New Street, St Helier, Jersey, JE2 3RA  <b>Beneficial owner:</b>  <b>Kent Road Investments 2020</b> (an unlimited company registered in England with CRN: 13026309 whose registered office is at 89 Station Parade, Harrogate HG1 1HF	B Ordinary Shares of £0.001 each

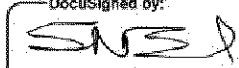


## Signature Pages

### EXECUTED AS A DEED

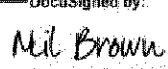
by **KENT ROAD INVESTMENTS 2020** as Mortgagor  
acting by two Directors:

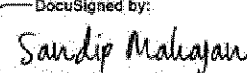
DocuSigned by:  
  
686E9266EA94C8  
Director

DocuSigned by:  
  
669C5779FFB40F  
Director

### EXECUTED AS A DEED

by **STEINHOFF UK HOLDINGS LIMITED** as Lender  
acting by two Directors:

DocuSigned by:  
  
F7548655EB3649D  
Director

DocuSigned by:  
  
B56F2D344832482  
Director