

SECOND ADDENDUM TO AND AMENDMENT OF THE PROPOSAL

in terms of section 155(2) of the Companies Act No. 71 of 2008 in respect of

STEINHOFF INTERNATIONAL HOLDINGS PROPRIETARY LIMITED

as supported by

STEINHOFF INTERNATIONAL HOLDINGS N.V.

and

STEINHOFF INVESTMENT HOLDINGS LIMITED

and

STEINHOFF AFRICA HOLDINGS PROPRIETARY LIMITED

and

AINSLEY HOLDINGS PROPRIETARY LIMITED

23 March 2021

WHEREAS:

- A. Reference is made to the Proposal as amended by way of the Addendum to and Amendment of the Proposal dated 15 February 2021.
- B. SIHPL, SIHNV, the Deloitte Firms, the D&O Insurers and the Settling D&Os have entered into a Steinhoff Settlement Support Agreement (the "**SSSA**") to achieve a global and final resolution and closure of all present and potential future Litigation including potential counter claims and recourse claims between them and to assist in progressing an all embracing and inclusive settlement to the greatest extent possible.
- C. In addition, clause 40 of the Proposal provides that SIHPL may amend, modify or vary any provision of the Proposal without the support of Scheme Creditors if the amendment will not prejudice Scheme Creditors and if SIHPL acts reasonably. Pursuant to clause 40 of the Proposal, SIHPL wishes to amend certain of the provisions of the Proposal.
- D. This document constitutes an amendment to the Proposal as contemplated in clause 40 thereof (the "**Addendum**").
- E. The Addendum forms part of and serves to amend the Proposal in the manner set out below with effect from the date of it being made available to Scheme Creditors, in the manner contemplated in the Court Order dated 25 January 2021 granted under case number 16337/2020 in the Western Cape High Court.

The D&Os and the D&O Insurers

- F. In clause 1.7 of the Proposal, reference is made to certain directors and officers of SIHPL and/or SIHNV and/or other Steinhoff Group Companies. The directors, officers and other personnel of Steinhoff Group Companies and/or former Steinhoff Group Companies who work or have in any way or another worked for or been associated with a Steinhoff Group Company and/or former Steinhoff Group Company are referred to in this Addendum as the "**D&Os**".
- G. SIHNV, acting on its own behalf and as policyholder, entered into D&O insurance contracts with the D&O Insurers for the period from 1 June 2017 to 31 May 2018 (the "**D&O Insurance**" and the "**Period of Insurance**", respectively).
- H. The D&O Insurance consists of the "**Primary Layer D&O Policy**" and several excess layer policies that incorporate the Primary Layer D&O Policy wording with amended terms and conditions (the "**Excess Layer D&O Policies**" and, together with the Primary Layer D&O Policy, the "**D&O Policies**").
- I. The D&O Policies insure:
 - a. any natural person who: (i) was, is, or during the Period of Insurance shall become, a director or officer or anyone in a management or supervisory capacity (which will include shadow and de facto directors, trustees and governors provided that they were or are acting in the requisite management or supervisory capacity) of SIHNV and/or its Subsidiaries (as defined in the Primary D&O Policy), or (ii) served prior to the Period of Insurance or serves at any time during the Period of Insurance as a director or officer or manager of a company, organization, association or joint venture at the request of SIHNV and/or its Subsidiaries (as defined in the Primary Layer D&O Policy), including SIHPL (such natural persons, the "**Insured Persons**"), provided that such other company or entity does not have any of its securities listed on a securities exchange or market with the United States of America)) for claims

made in relation to such Insured Persons' Defence Costs and Legal Representation Expenses (as defined in the Primary Layer D&O Policy); and

- b. SIHNV and/or its Subsidiaries (as defined in the Primary Layer D&O Policy), including SIHPL, for Securities Claims (as defined in the Primary Layer D&O Policy).
- J. Article 31 of the articles of association of SIHNV (the "**SIHNV Articles**"), provides for a right of directors of SIHNV to be indemnified by SIHNV for, amongst other things, any legal costs incurred by them in connection with claims made against them based on acts or failures to act in the exercise of their duties at the request of SIHNV, and any damages and/or fines payable by them as a result of such acts or failures to act under the conditions and limitations set out in the SIHNV Articles. To date, SIHNV has not accepted liability under the indemnification referred to in article 31 of the SIHNV Articles with respect to any of the D&Os.

Resolution efforts

- K. In the SSSA, SIHPL, SIHNV, the Deloitte Firms, the D&O Insurers and the Settling D&Os recognise that:
- a. the Events and the Allegations have caused and resulted in an immensely complex legal and financial situation with many parties involved over multiple jurisdictions who have initiated or may initiate a claim of any nature, whether present or future, whether actual or contingent, whether in existence now or coming into existence at some time in the future (including those which arise upon a change in the relevant law), whether known or unknown, whether contemplated or not, including without limitation to a claim related to or in connection with, whether directly or indirectly, the Events and the Allegations against SIHPL, SIHNV, the Deloitte Firms, the Settling D&Os, the D&O Insurers and/or any Scheme Creditor and that an all-embracing and inclusive settlement is unlikely to be achieved in relation to these claims by means of litigation within the foreseeable future.
 - b. SIHPL, SIHNV, the Deloitte Firms, the D&O Insurers and the Settling D&Os further recognise in the SSSA that (i) an all-embracing and inclusive settlement of any and all Claims in relation to the Events and Allegations of any of them, as well as certain other parties, and the Scheme Creditors, which are available to or made or threatened by a Scheme Creditor in response to any Claims of another Scheme Creditor, and (ii) the waiver and release of any and all Claims related to or in connection with the Events and the Allegations, is the only way in which an all embracing and inclusive settlement could be achieved with reasonable compensation being provided to certain Scheme Creditors within a reasonable timeframe, whilst preserving the status of the Steinhoff Group as a going concern and any potential increase in value of the SIHNV Shares for the holders of SIHNV Shares from time to time.
- L. SIHPL, SIHNV, the Deloitte Firms, the D&O Insurers and the Settling D&Os acknowledge that SIHNV and SIHPL in offering the Steinhoff Group Settlement Offer and the Settling D&Os, the D&O Insurers and the Deloitte Firms in offering the Steinhoff Settlement Support, have each made considerable efforts, both financially and in expenditure of time and costs, to seek an inclusive settlement that would offer:

- a. SIHNV, SIHPL and all relevant Steinhoff Group Companies, as well as all the Market Purchase Claimants, some of the Contractual Claimants and some of the SIHNV Contractual Claimants, reasonable and fair compensation for their Claims; and
- b. SIHPL, SIHNV, the Deloitte Firms, the D&O Insurers and the Settling D&Os waivers of, and releases from, the Claims in relation to the Events and/or Allegations,

in each case taking into account the best interests of SIHNV, SIHPL, the Steinhoff Group and the Scheme Creditors, as well as the legal requirements and complexity in each relevant jurisdiction, together with the aim to ensure the going concern of SIHNV, SIHPL and the Steinhoff Group (the "**Resolution Efforts**").

- M. In the SSSA, SIHPL, SIHNV, the Deloitte Firms, the D&O Insurers and the Settling D&Os acknowledge that, without the Resolution Efforts, it would not be possible to achieve an inclusive settlement and that, absent these Resolution Efforts, each of them would continue to face very substantial Claims and related costs, risks and uncertainty.

Support of D&O Insurers and the Deloitte Firms to the Steinhoff Group Settlement

- N. The Resolution Efforts have resulted in SIHPL, SIHNV, the Deloitte Firms, the D&O Insurers and the Settling D&Os entering into the SSSA.

- O. Pursuant to the terms of the SSSA, and subject to the fulfilment of certain conditions, the Deloitte Firms and the D&O Insurers acting on behalf of the Insured Persons have each agreed to provide support to the Steinhoff Group Settlement by, among other things:

- a. the Deloitte Firms offering an amount of up to EUR 55.34 million and the D&O Insurers offering an amount of up to EUR 55.5 million, each for distribution by SRF to the Market Purchase Claimants in accordance with the SRF and Claims Administration Conditions (the "**Deloitte Market Purchase Claimants Offer**" and the "**D&O Insurers Market Purchase Claimants Offer**" respectively) and an amount of EUR 15 million each (EUR 30 million in total) for distribution by SRF to some Contractual Claimants and some SIHNV Contractual Claimants (the Deloitte Steinhoff Additional Support Offer and the D&O Steinhoff Additional Support Offer), pursuant to the terms of the SSSA;
- b. releasing any claims, including potential recourse claims, each of them might have against the other of them, as well as against SIHPL and SIHNV and other Steinhoff Group Companies on the terms set out in the SSSA; and
- c. making a contribution to SRF in connection with the SRF Costs,

together the "**Joint Steinhoff Settlement Support**".

- P. The Deloitte Firms and the D&O Insurers are only willing to offer the Joint Steinhoff Settlement Support provided they obtain releases, insofar as possible, in respect of Claims relating (directly or indirectly) to the Events and/or Allegations from SIHPL, SIHNV, certain other Steinhoff Group Companies and the Scheme Creditors.

- Q. SIHPL and SIHNV have considered the Joint Steinhoff Settlement Support and the alternative options available to SIHPL, SIHNV, the other Steinhoff Group Companies and the Scheme Creditors including, amongst others, instituting or pursuing Claims against the Steinhoff D&O Beneficiaries or Audit Firms in relation to the Events and Allegations and have concluded that:

- a. the Joint Steinhoff Settlement Support constitutes a sufficient contribution to the Steinhoff Group Settlement and is in the best interests of SIHPL, SIHNV, the other Steinhoff Group Companies and the Scheme Creditors; and
 - b. the release of the Steinhoff D&O Beneficiaries and the Audit Firms and the other Deloitte Beneficiaries from the Claims referred to in recital Q in exchange for the Joint Steinhoff Settlement Support is beneficial to SIHPL, SIHNV and other Steinhoff Group Companies and the Scheme Creditors, who stand to benefit thereunder.
- R. The SSSA requires SIHPL to make the following amendments to the Proposal. Certain additional amendments to the other terms of the Proposal are, for the sake of convenience, also included herein.

1 Amendments to the Proposal

1.1 Amendments to the cover of the Proposal

The existing date of 15 February 2021 on the cover of the Proposal is amended as follows (added wording bold and underlined, removed wording bold and struck through):

~~15 February~~ **23 March** 2021

1.2 Amendments to page two of the Proposal

The following text is added after the final paragraph within the box on page two of the Proposal:

*The PPH Shares (as defined herein) have not been, and will not be, registered under the US Securities Act of 1933, as amended (the “**Securities Act**”) or under the relevant securities laws of any state or territory or other jurisdiction of the United States and will not be listed on any stock exchange in the United States. The PPH Shares are expected to be distributed to shareholders in the United States in reliance upon the exemption from the registration requirements of the Securities Act provided by Section 3(a)(10) thereof, or pursuant to another exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.*

Other overseas Scheme Creditors should consult their independent professional advisers as to whether they require any governmental or other consents or need to observe any other formalities to enable them to receive the PPH Shares to which they are entitled (if any) under this Proposal. If a Scheme Creditor is in any doubt as to their eligibility to receive PPH Shares (if any) they should contact their independent professional adviser immediately.

1.3 Amendments to table of contents

A new Annexure I has been added.

1.4 Amendments to clause 1.9 of the Proposal

The existing clause 1.9 of the Proposal is amended as follows (added wording bold and underlined and removed wording bold and struck through):

*1.9 Central to the allegations made in the Litigation are certain events that are or may be alleged to have occurred in relation to alleged mismanagement, accounting irregularities, market manipulation, misstatements, misrepresentation of and otherwise misleading annual accounts and other financial reporting **(including the***

overstatement of profits and asset valuations), including in prospectuses published (such as the 2015 Prospectus) by and/or other public statements made by Steinhoff Group Companies and/or former Steinhoff Group Companies, as well as in relation to allegations of improper fulfilment of duties by any Audit Firms, managing or supervisory directors, officers and/or employees of Steinhoff Group Companies and/or former Steinhoff Group Companies and other matters, whether such allegations are known or unknown at the date of this Proposal (collectively, the "Events").

1.5 Amendments to clause 1.10

The existing clause 1.10 of the Proposal is amended as follows (added wording bold and underlined and removed wording bold and struck through):

1.10 *The Events and their disclosure have led or may lead to allegations, whether such allegations are known or unknown at the date hereof, by some of the Scheme Creditors that, among other things, such Scheme Creditors have suffered losses and that SIHPL and/or SIHNV and/or other Steinhoff Group Companies and/or former Steinhoff Group Companies are liable for losses, whether directly or indirectly, sustained by such Scheme Creditors as a result thereof.*

1.6 Amendments to clause 1.11 of the Proposal

The existing clause 1.11 of the Proposal is amended as follows (added wording bold and underlined):

1.11 *The Events and their disclosure have further led or may lead to allegations, whether such allegations are known or unknown at the date hereof, by SIHNV, SIHPL and/or other Steinhoff Group companies and/or former Steinhoff Group Companies and various Scheme Creditors that, among other things, certain directors and officers did not properly fulfil their duties towards SIHPL and/or SIHNV and/or other Steinhoff Group Companies and/or former Steinhoff Group Companies and/or certain of the Steinhoff claimants and are liable for losses, whether directly or indirectly, sustained by SIHPL and/or SIHNV and/or other Steinhoff Group Companies and/or former Steinhoff Group Companies and/or all or certain of the Scheme Creditors.*

1.7 Amendments to clause 1.12.1.2 of the Proposal

The existing clause 1.12.1.2 of the Proposal is amended as follows (added wording bold and underlined and removed wording bold and struck through):

1.12.1.2 *the audits by Deloitte & Touche South Africa for SIHPL and other Steinhoff Group Companies of the consolidated group financial statements of SIHPL and the statutory financial statements of certain other Steinhoff Group Companies in respect of the financial years up to and including 2017 (the "SIHPL Audits" and the "SIHPL Financial Statements", respectively);*

1.8 Amendments to clause 1.18 of the Proposal

The existing clause 1.18 of the Proposal is amended as follows (added wording bold and underlined):

1.18 *These three objectives are inter-related and inter-dependent. For example, the continuation of the Litigation and the uncertainty it represents continues to cast a shadow over the trading businesses within the Steinhoff Group and is a matter which*

counterparties to those businesses take into account. Similarly, uncertainty arising from unresolved contingent liabilities, including potential recourse claims by **the D&O Beneficiaries**, Audit Firms and the other Deloitte Beneficiaries, can negatively affect the valuations of the Steinhoff Group's assets at a time when the Steinhoff Group needs to repay significant amounts of debt over a relatively short timeframe, and the most realistic way to achieve that is by realising businesses and assets at the maximum achievable value.

1.9 Amendments to clause 1.23 of the Proposal

The existing clause 1.23 of the Proposal is amended as follows (added wording bold and underlined and removed wording bold and struck through):

1.23 This Proposal records the terms of the Steinhoff Group Settlement with regards to SIHPL and the Scheme Creditors. It is essential to note, however, that this Proposal is inter-conditional with, and dependent on the success of, a proposal by SIHNV for the settlement and compromise of its litigation and financial liabilities in accordance with the terms of the SIHNV Composition Plan. Furthermore, in terms of the **SDSSASSSA, the D&O Insurers, the Settling D&Os, the Deloitte Firms, SIHPL, SIHNV and other Steinhoff Group Companies grant each other, certain of the other D&Os** and the other Audit Firms releases and waivers from claims and liabilities relating to the Events and Allegations, including potential recourse claims, under the terms set out in the **SDSSASSSA**. Those releases and waivers will only become effective if and when this Proposal and the SIHNV Composition Plan are approved and sanctioned. In short, the Steinhoff Group Settlement is comprised of this Proposal and the SIHNV Composition Plan together and has to be read in conjunction and, as such, each of this Proposal and the SIHNV Composition Plan must be approved and sanctioned before either comes into effect, and the releases and the waivers in the **SDSSASSSA** will also only come into effect in that event. For the avoidance of doubt, the provisions of this Proposal do not in any way impair or diminish any of the rights of the **D&O Beneficiaries and the Audit Firms** or other Deloitte Beneficiaries under the **SDSSASSSA** or any other agreements between **the D&O Insurers, the Settling D&Os and/or Deloitte Firms** and any Released Parties and/or any Scheme Creditor/s. **The key obligations assumed by SIHPL and SIHNV pursuant to the SSSA are set out in Annexure I.**

1.10 Amendments to clause 1.28 of the Proposal

The existing clause 1.28 of the Proposal is amended as follows (added wording bold and underlined):

1.28 This Proposal will become effective if, and from the date on which, the last of the Suspensive Conditions contained in clause ~~3337~~ of this Proposal has been satisfied (being the "Proposal Effective Date"). SIHPL shall, thereafter, give effect to this Proposal by implementing and procuring the implementation of its terms and satisfying its conditions, in accordance with the timelines and procedures set out in this Proposal.

1.11 Amendments to clause 2.6 of the Proposal

The existing clause 2.6 of the Proposal is amended as follows (added wording bold and underlined):

2.6 Given the final and binding nature of a compromise approved and sanctioned by the Court, the creditors affected by the compromise will (subject to the satisfaction of any other suspensive conditions) no longer be able to pursue their claims against SIHPL, **the D&O Beneficiaries**, the Audit Firms and the other Deloitte Beneficiaries and will not, for example, be later able to seek to recover from SIHPL, **the D&O Beneficiaries**, the Audit Firms or the other Deloitte Beneficiaries the difference between the amount that they receive as a consequence of the compromise approved and sanctioned by the Court, and the value of the claim or claims they assert against SIHPL, **the D&O Beneficiaries**, the Audit Firms or the other Deloitte Beneficiaries.

1.12 Amendments to clause 4.7.5 of the Proposal

The existing clause 4.7.5 of the Proposal is amended as follows (added wording bold and underlined and removed wording bold and struck through):

4.7.5 fulfil a condition precedent to which certain provisions in the **SDSSASSSA** are subject, so as to obtain and implement a binding settlement with the Deloitte Firms, **the D&O Insurers and the Settling D&Os**; and

1.13 Amendments to clause 4.24.2 of the Proposal

The existing clause 4.24.2 of the Proposal is amended as follows (added wording bold and underlined and removed wording bold and struck through):

4.24.2 the acquisition by SIHPL from Newco 2A of a further asset, namely the receivable resulting from ~~the Titan Premier Investments Proprietary Limited's~~ **obligation to pay loan owing to** Newco 2A, **which will be released on the Settlement Effective Date. A new payment obligation will be issued by Titan in favour of SIHPL on the Settlement Effective Date and on the terms set out in clause 17.5 below** (the "Titan Receivable");

1.14 Amendments to clause 4.27.5.2 of the Proposal

The existing clause 4.27.5.2 of the Proposal is amended as follows (added wording bold and underlined):

4.27.5.2 in respect of Lourens, Wasserfall, **Cronje** and van Rooyen (members of Cronje et al, hereafter referred to as "Current Managers") the PPH Shares concerned shall be subject to a lock up restriction on the sale of those PPH Shares from the Receipt Date as follows -

1.15 Amendments to clause 4.31.2 of the Proposal

The existing clause 4.31.2 of the Proposal is amended as follows (added wording bold and underlined and removed wording bold and struck through):

4.31.2 this settlement consideration will be paid 50% in cash and 50% in PPH Shares at a deemed settlement price of R15.00 per share, subject to the right of SIHNV, at its option, to settle the settlement consideration in a greater proportion, or the full amount, in cash. SIHNV in its sole discretion shall also have the option to settle the settlement consideration in a greater proportion of cash for the benefit of **Market Purchase Qualifying Ineligible** Claimants ~~who are ineligible to receive PPH shares~~. **Any and all risks in connection with such an arrangement are for the account of the relevant Qualifying Ineligible Claimants, including risks relating**

to the price and execution of such arrangement. No restriction on future sales applies in respect of PPH Shares transferred to Market Purchase Claimants, including SIHPL Market Purchase Claimants. SIHPL estimates that approximately 162 million PPH shares (or 4.4% of the total PPH issued share capital) will be transferred to Market Purchase Claimants pursuant to the Steinhoff Group Settlement, of which it estimates that approximately 68 million PPH shares (or 1.9% of the total PPH issued share capital) will be transferred to SIHPL Market Purchase Claimants;

1.16 Amendments to clause 4.32 of the Proposal

The existing clause 4.32 of the Proposal is amended as follows (added wording bold and underlined and removed wording bold and struck through):

4.32 *It is important to note that this Proposal is subject to Suspensive Conditions (as set out in clause ~~3337~~). One of these reflects the fact that the Proposal is being made in conjunction with, and is dependent on the success of, a proposal by SIHNV for the settlement and compromise of its litigation and financial liabilities in accordance with the terms of the SIHNV Composition Plan. As noted above, the SIHNV Composition Plan and this Proposal together comprise the Steinhoff Group Settlement and are inter-conditional and, as such, each must be approved and sanctioned before either comes into effect.*

1.17 Amendments to clause 4.37.1 of the Proposal

The existing clause 4.37.1 of the Proposal is amended as follows (added wording bold and underlined and removed wording bold and struck through):

4.37.1 *as outlined further in clause 2933, filing for liquidation would inevitably trigger a forced realisation of SIHPL investments in its affiliates in circumstances where distributions to creditors would be very materially delayed by, among other things, the need to resolve the Litigation, which is likely to take years to be resolved due to the complex nature of the claims and the risk of appeal proceedings in that respect; and*

1.18 Amendments to clause 4.38 of the Proposal

The existing clause 4.38 of the Proposal is amended as follows (added wording bold and underlined and removed wording bold and struck through):

4.38 *The probable dividend for admitted concurrent creditors in the event of a liquidation of SIHPL is between 14.8 and 25.8 cents in the Rand depending on, amongst other things, the success or otherwise of the Litigation claims of the SIHPL Market Purchase Claimants. Further details on the Liquidation Comparators, the relevant assumptions and a greater explanation of the scenarios resulting in the range of probable dividends in the event of a liquidation are set out in clause 2933 below.*

1.19 Amendments to clause 4.40 of the Proposal

The existing clause 4.40 of the Proposal is amended as follows (added wording bold and underlined and removed wording bold and struck through):

4.40 *The benefits of this Proposal for all Scheme Creditors, as well as the benefits to each Class of Scheme Creditors, are set out in greater detail in clause 3135 below.*

1.20 Amendments to clause 6.5 of the Proposal

The existing clause 6.5 of the Proposal is amended as follows (added wording bold and underlined and removed wording bold and struck through):

6.5 *Details of the Liquidation Comparators, showing the different relative treatments of the Classes of Scheme Creditors and the scenarios resulting in the range of probable dividends, in the event of a liquidation, are set out in Part B5 – Liquidation Comparators and Benefits of this Proposal commencing on page ~~8382~~ below.*

1.21 Amendments to clause 6.6 of the Proposal

The existing clause 6.6 of the Proposal is amended as follows (added wording bold and underlined and removed wording bold and struck through):

6.6 *At clause ~~3135~~ are explanations of the benefits of this Proposal to all Scheme Creditors generally, as well as the benefits to each of the Classes of Scheme Creditors relative to the likely counterfactual of liquidation.*

1.22 Amendments to clause 12.2 of the Proposal

The existing clause 12.2 of the Proposal is amended as follows (added wording bold and underlined and removed wording bold and struck through):

12.2 *The repayment terms of the Newco 2A Loan include a zero coupon, a repayment date being the final maturity date of 6 months after the Titan ~~Loan~~Receivable final maturity date, quarterly cash sweeps at SIHPL (as described above) and limited recourse to the available assets of SIHPL and a solvent winding up of SIHPL.*

1.23 Amendments to clause 12.4 of the Proposal

The existing clause 12.4 of the Proposal is amended as follows (added wording bold and underlined and removed wording bold and struck through):

12.4 *The repayment terms of the SIHNV Loan include a zero coupon, a repayment date being the final maturity date of 6 months after the Titan ~~Loan~~Receivable final maturity date, quarterly cash sweeps at SIHPL (as described above) and limited recourse to the available assets of SIHPL and a solvent winding up of SIHPL.*

1.24 Amendments to clause 16.5.2 of the Proposal

The existing clause 16.5.2 of the Proposal is amended as follows (added wording bold and underlined):

16.5.2 *in respect of Lourens, Wasserfall, Cronje and van Rooyen (members of Cronje et al, hereafter referred to as "Current Managers") the PPH Shares concerned shall be subject to a lock up restriction on the sale of those PPH Shares from the Receipt Date as follows -*

1.25 Amendments to clause 16.6 of the Proposal

The existing clause 16.6 of the Proposal is amended as follows (removed wording bold and struck through):

16.6 *As soon as practicable after the Proposal Effective Date:*

16.6.1 *SIHPL shall pay the cash portions payable to each Contractual Claimant and ~~the Titan~~Claimants; and*

16.6.2 Ainsley will transfer approximately 348 million PPH Shares directly to the Contractual Claimants and Titan ~~Claimants~~, pursuant to SIHPL's obligation to deliver such PPH Shares to such Contractual Claimants and Titan ~~Claimants~~ under this Proposal.

1.26 Amendments to clause 17.1 of the Proposal

The existing clause 17.1 of the Proposal is amended as follows (added wording bold and underlined and removed wording bold and struck through):

17.1 The value of the Titan Claimants' claims as calculated in accordance with, as applicable, the Contractual Claims Valuation Methodology (as set out in clause 15) and the MPC Valuation Methodology (as set out in clause 19, below) is as follows:

17.1.1 R41,728 million (approximately €2,295 million) in respect of the Thibault Claims which are Contractual Claims **and R86 million (approximately €5 million) in respect of the Thibault Claims which are MPC Relevant Claims;**

17.1.2 R520 million (approximately €29 million) in respect of the Wiesfam Claims which are Contractual Claims **and R134 million (approximately €7 million) in respect of the Wiesfam Claims which are MPC Relevant Claims;** and

17.1.3 ~~R103,220~~ million (approximately ~~€612~~ million) in respect of the Titan MPC Claims.

1.27 Amendments to clause 17.5 of the Proposal

The existing clause 17.5 of the Proposal is amended as follows (added wording bold and underlined and removed wording bold and struck through):

17.5 In addition, Titan originally owed **(although this is disputed by Titan)** an amount of €200,000,000 ~~under the Titan Receivable~~ to SFH, which was assigned to Newco 2A as part of the Financial Restructuring. As part of the settlement arrangements with the Titan Claimants:

17.5.1 the **amount owing by Titan to Newco 2A**~~Titan Receivable~~ will be acquired by SIHPL for consideration constituting the NewCo 2A Loan;

17.5.2 ~~The~~ **amount owing by Titan to Newco 2A will be released and the** Titan Receivable will **be issued** ~~then be restated and amended~~ such that it carries a coupon of 5.04% PIK per annum and has a repayment date of 5 years from the Proposal Effective Date; and

17.5.3 Titan will grant a security package to SIHPL in support of the Titan Receivable as so amended.

1.28 Amendments to clause 20.3 of the Proposal

The existing clause 20.3 of the Proposal is amended as follows (added wording bold and underlined and removed wording bold and struck through):

20.3 SIHNV shall make the Gross Settlement Fund available 50% in cash and 50% in PPH Shares and at a deemed settlement value of R15.00 per PPH Share at the Settlement Effective Date, subject to SIHNV's option, in consultation with SIHPL, to elect in its sole and absolute discretion to make the Gross Settlement Fund available in a greater proportion, or entirely, in cash. SIHNV in its sole discretion shall also have the option to settle the settlement consideration in a greater proportion of cash

for the benefit of ~~Market Purchase~~ Qualifying Ineligible Claimants ~~who are ineligible to receive PPH shares. Any and all risks in connection with such an arrangement are for the account of the relevant Qualifying Ineligible Claimants, including risks relating to the price and execution of such arrangement.~~

1.29 Amendments to clause 23.1 of the Proposal

The existing clause 23.1 of the Proposal is amended as follows (added wording bold and underlined):

23.1 For each claim filed prior to the Voting Deadline Date, or such later date as SIHPL may permit in its absolute discretion, by an (alleged) Market Purchase Claimant pursuant to the terms of this Proposal, the Claims Administrator, acting as reviewer in accordance with the terms of the SRF and Claims Administration Conditions, will initially determine whether the Claim filed constitutes an MPC Relevant Claim and can be accepted and, if so, the Claim Value of that claim (the "Initial Claim Value").

1.30 Amendments to clause 23.2 of the Proposal

The existing clause 23.2 of the Proposal is amended as follows (added wording bold and underlined):

23.2 The Claims Administrator shall, after receipt and review of a claim submitted in accordance with this Proposal, notify the (alleged) SIHPL Market Purchase Claimant if there are any initial deficiencies in the submitted claim and/or items in respect of which the Claims Administrator requires additional information and/or documentation (including originals) as the Claims Administrator deems necessary and/or appropriate for the purposes of verifying that each submitted claim constitutes a valid claim (a "Deficiency Notification"). In such Deficiency Notification, the Claims Administrator shall advise the (alleged) SIHPL Market Purchase Claimant of the fact that the (alleged) SIHPL Market Purchase Claimant will not be eligible to participate in and/or vote at the Meeting despite submitting a claim prior to the Voting Deadline Date, or such later date as permitted by SIHPL in its absolute discretion, on the basis of the deficiency, but may still be eligible to receive a distribution from the SoP Settlement Fund in the event that any deficiencies are cured (including any further deficiencies that are notified to the (alleged) SIHPL Market Purchase Claimant following the Deficiency Notification) in accordance with the provisions of this Proposal. Part B of this clause 23 sets out the process to be followed upon receipt of a Deficiency Notification.

1.31 Amendments to clause 23.3 of the Proposal

The existing clause 23.3 of the Proposal is amended as follows (added wording bold and underlined):

23.3 The Claims Administrator shall, to the extent it did not send a Deficiency Notification pursuant to clause 23.2 above and after receipt and review of a claim submitted prior to the Voting Deadline Date, or such later date as permitted by SIHPL in its absolute discretion, and in accordance with this Proposal, send a written notification to the relevant SIHPL Market Purchase Claimant (or its authorised representative) informing it of its Initial Claim Value and providing the (alleged) SIHPL Market Purchase Claimant with the underlying claim calculation, no later than 12 Business Days prior to the Meeting.

1.32 Amendments to clause 23.7 of the Proposal

The existing clause 23.7 of the Proposal is amended as follows (added wording bold and underlined):

23.7 *For the avoidance of doubt it is recorded that the provisions of this Part B of clause 23 shall also apply to (alleged) SIHPL Market Purchase Claimants who submit their claims to the Claims Administrator prior to the Voting Deadline Date, **or such later date as permitted by SIHPL in its absolute discretion**, but who receive a Deficiency Notification in accordance with clause 23.2.*

1.33 Amendments to clause 26.5.2 of the Proposal

The existing clause 26.5.2 of the Proposal is amended as follows (added wording bold and underlined and removed wording bold and struck through):

26.5.2 *the SIHNV Loan and Newco 2A Loan will be entered into ~~(and, the benefit of the Titan Loan acquired)~~ Receivable will be obtained and the security package will be granted;*

1.34 Amendments to clause 27.4 of the Proposal

The existing clause 27.4 of the Proposal is amended as follows (added wording bold and underlined and removed wording bold and struck through):

27.4 *The SRF shall appoint Computershare as the initial Claims Administrator in accordance with clause 5 (The Claims Administrator) of the SRF and Claims Administration Conditions, to act independently from **the** Steinhoff Group ~~companies~~ and the Scheme Creditors (as well as the SIHNV Creditors under the SIHNV Composition Plan) and to assist on that basis with the implementation of the Steinhoff Group Settlement, including the verification of the MPC Relevant Claims in accordance with the SRF and Claims Administration Conditions and this Proposal.*

1.35 Amendments to clause 27.5 of the Proposal

The existing clause 27.5 of the Proposal is amended as follows (added wording bold and underlined and removed wording bold and struck through):

27.5 *Each Scheme Creditor hereby unconditionally and irrevocably waives and releases any claims which may arise against any **current and former** Steinhoff Group ~~Company~~, the SRF (as well as its individual (current and former) board members and support staff), and the Claims Administrator:*

1.36 Amendments to clause 27.7 of the Proposal

The existing clause 27.7 of the Proposal is amended as follows (added wording bold and underlined and removed wording bold and struck through):

27.7 *The SRF shall not be obligated to make any investments with or manage the Gross Settlement Fund, the funds referred to in the Deloitte Market Purchase Claimants Offer, the Deloitte Steinhoff Additional Support Offer, **the D&O Insurers Market Purchase Claimants Offer and the D&O Steinhoff Additional Support Offer** or any contributions made by the Deloitte Firms **or the D&O Insurers** in order to optimise the return or maintain the amount of such funds as deposited.*

1.37 Amendments to clause 27.9 of the Proposal

The existing clause 27.9 of the Proposal is amended as follows (added wording bold and underlined and removed wording bold and struck through):

27.9 *For the avoidance of doubt it is recorded that clauses 27.5 and 27.6 contain irrevocable third-party stipulations in respect of any **current and former** Steinhoff Group ~~C~~company, the SRF and the individual (current and former) members of the SRF's management board, the supporting staff of the SRF and the Claims Administrator (as applicable), as the case may be, which will be capable of acceptance by these entities and individuals at any time following the Proposal Effective Date, without the need to communicate such acceptance to any Scheme Creditor.*

1.38 Amendments to clause 27.10 of the Proposal

The existing clause 27.10 of the Proposal is amended as follows (added wording bold and underlined, removed wording bold and struck through):

27.10 *SIHPL, together with SIHNV, has entered into the ~~SDSSASSSA~~ with the Deloitte Firms, **the D&O Insurers and the Settling D&Os** to achieve a global and final resolution and closure of all present and potential future Litigation between them and to assist in bringing about global peace to the greatest extent possible.*

1.39 Amendments to clause 27.11 of the Proposal

The existing clause 27.11 of the Proposal is amended as follows (added wording bold and underlined, removed wording bold and struck through):

27.11 *Under the terms of the ~~SDSSASSSA~~, subject to the fulfilment of certain conditions **and in exchange for releases as referred to in clause 27.12:***

27.11.1 *the Deloitte Firms, **the D&O Insurers and the Settling D&Os**, have agreed to support the Steinhoff Group Settlement to compensate for losses suffered by SIHPL, SIHNV, other Steinhoff Group Companies, Market Purchase Claimants, some Contractual Claimants and some SIHNV Contractual Claimants in relation to the Allegations and the Events by, among other things, **the Deloitte Firms** offering an aggregate amount of up to EUR 55.34 million **and the D&O Insurers and the Settling D&Os, offering an aggregate amount of up to EUR 55.5 million, each for incremental** distribution by the SRF to the Market Purchase Claimants pursuant to the terms of the Deloitte Market Purchase Claimants Offer and **the D&O Insurers Market Purchase Claimants Offer and** an aggregate amount of EUR 15 million **each (EUR 30 million in total)** for distribution by the SRF to certain Contractual Claimants and certain SIHNV Contractual Claimants as the Deloitte Steinhoff Additional Support Offer **and the D&O Steinhoff Additional Support Offer** in accordance with the terms of the ~~SDSSASSSA~~ and the SRF and Claims Administration Conditions; and*

27.11.2 *the Deloitte Firms, **the D&O Insurers and the Settling D&Os**, have further agreed to provide additional support to the Steinhoff Group Settlement by, among other things, (i) releasing any claims, including potential recourse claims, each of them might have against the other of them in relation to the Allegations and the Events, as well as against SIHPL and SIHNV and other Steinhoff Group Companies, on the terms set out in the ~~SDSSASSSA~~; and (ii) making a contribution in connection with the costs of the SRF,*

together the "**Joint** Steinhoff Settlement Support".

1.40 Amendments to clause 27.12 of the Proposal

The existing clause 27.12 of the Proposal is amended as follows (added wording bold and underlined):

27.12 The Deloitte Firms, **the D&O Insurers and the Settling D&Os** are only willing to provide the **Joint** Steinhoff Settlement Support in exchange for releases in respect of claims from SIHPL, SIHNV, other Steinhoff Group Companies, the Scheme Creditors and each other in respect of all matters relating (directly or indirectly) to the Events and the Allegations.

1.41 Amendments to clause 27.13 of the Proposal

The existing clause 27.13 of the Proposal is amended as follows (added wording bold and underlined, removed wording bold and struck through):

27.13 SIHPL and SIHNV, having considered the **Joint** Steinhoff Settlement Support and the alternative options available to SIHPL, SIHNV and other Steinhoff Group Companies and the Scheme Creditors, including amongst others instituting or pursuing Claims against **the Steinhoff D&O Beneficiaries or** Audit Firms or other Deloitte Beneficiaries and having concluded that the **Joint** Steinhoff Settlement Support (i) constitutes a sufficient contribution to the Steinhoff Group Settlement and (ii) is in the best interests of SIHPL, SIHNV and other Steinhoff Group Companies and the Scheme Creditors believe that the release of the **Steinhoff D&O Beneficiaries and the** Audit Firms and other Deloitte Beneficiaries in respect of claims from SIHPL, SIHNV, other Steinhoff Group Companies, the Scheme Creditors and each other in respect of all matters relating (directly or indirectly) to the Events and the Allegations under the terms of the ~~SDSSASSA~~ in exchange for the **Joint** Steinhoff Settlement Support is beneficial to SIHPL, SIHNV and other Steinhoff Group Companies and the Scheme Creditors.

1.42 Amendment to clause 27.16 of the Proposal

The existing clause 27.16 of the Proposal is deleted in full, and the following clauses are renumbered.

1.43 Amendments to clause 27.17 of the Proposal

The existing clause 27.17 of the Proposal is amended as follows:

- (i) The existing clause 27.17 of the Proposal is renumbered 27.16 and is amended as follows (added wording bold and underlined, removed wording bold and struck through):

27.1**67** All Scheme Creditors ~~accordingly~~ fully, finally and irrevocably release on a several basis and waive any and all of their rights in connection with:

- (ii) The existing clause 27.17.2 of the Proposal is renumbered 27.16.2 and is amended as follows (added wording bold and underlined, removed wording bold and struck through):

27.1**67.1** subject to clause 27.14 and the receipt by the SRF, alternatively by the SRF taking control, of the Gross Settlement Fund, any and all actual and/or potential direct and/or indirect tort/delictual and other

contractual and non-contractual (including statutory) claims they may have against SIHNV, SIHPL and any other current or former Steinhoff Group ~~C~~company, regardless of whether relating to the acquisition of shares, bonds or other securities or debt instruments issued by any current or former Steinhoff Group ~~C~~company at any time, in respect of all matters relating (directly or indirectly) to the Events and/or the Allegations, such releases to be effective as of the Settlement Effective Date;

- (iii) The existing clause 27.17.2 of the Proposal is renumbered 27.16.2 and is amended as follows (added wording bold and underlined, removed wording bold and struck through):

~~27.167.2~~ **subject to clause 27.14 and the receipt by the SRF, alternatively by the SRF taking control, of the Gross Settlement Fund subject to the receipt by the SRF of the D&O Insurers Market Purchase Claimants Offer and the D&O Steinhoff Additional Support Offer, any and all actual and/or potential direct and/or indirect, contractual and non-contractual (including statutory) claims against ~~these directors and officers of SIHPL contemplated in the definition of Released Parties~~ the D&O Beneficiaries:**

~~27.16.2.1~~ **in relation to any ~~in respect of any~~ matters, facts and circumstances, directly or indirectly, whether known or unknown, that have occurred since 5 December 2017, save for fraud and gross misconduct;**

~~27.16.2.2~~ **in respect of all matters relating (directly or indirectly) to the Events and/or the Allegations;**

such releases to be effective as of the Settlement Effective Date;

- (iv) The existing clause 27.17.3 of the Proposal is renumbered to 27.16.3 and is amended as follows (added wording bold and underlined, removed wording bold and struck through):

~~27.167.3~~ **subject to the receipt by the SRF of the Deloitte Market Purchase Claimants Offer and the Deloitte Steinhoff Additional Support Offer, any and all actual and/or potential direct and/or indirect, contractual and non-contractual (including statutory) claims against any Audit Firm and/or any other Deloitte Beneficiary in respect of ~~all~~ any matters, whether known or unknown, relating (directly or indirectly) related to or in connection with ~~to~~ the Events and/or the Allegations, such releases to be effective as of the Settlement Effective Date; and**

- (v) The existing clause 27.17.4 of the Proposal is renumbered to 27.16.4 and is amended as follows (added wording bold and underlined, removed wording bold and struck through):

~~27.167.4~~ **subject to clause 27.14 and the receipt by the SRF, alternatively by the SRF taking control, of the Gross Settlement Fund, any and all actual and/or potential direct and/or indirect, contractual and non-contractual (including statutory) claims against advisers retained by**

any **current or former** Steinhoff Group **C**company, including those set out in Schedule 8 (Overview advisers Steinhoff Group Companies) to the SIHNV Composition Plan and their personnel, offices, partners and directors in relation to any matters, facts and circumstances that occurred after 5 December 2017, save for fraud and gross misconduct, such releases to be effective as of the Settlement Effective Date.

1.44 Amendments to clause 27.18 of the Proposal

The existing clause 27.18 of the Proposal is renumbered 27.17 and is amended as follows (added wording bold and underlined, removed wording bold and struck through):

27.17 Each Intercompany Loan Creditor, subject to and upon the Proposal Effective Date, pursuant to collateral agreements, fully, finally and irrevocably releases any and all non-contractual and/or delictual claims it has against any **current or former** Steinhoff Group **C**company in whatever capacity and waives any and all of its rights in connection thereto.

1.45 Amendments to clause 27.19 of the Proposal

(i) Amendments to clause 27.19.1 of the Proposal

The existing clause 27.19.1 of the Proposal is renumbered 27.18.1 and is amended as follows (added wording bold and underlined, removed wording bold and struck through):

27.18.1 by providing the waivers and releases set out in clauses **27.16.1**, **27.16.2** and **27.16.4** above:

(ii) Amendments to clause 27.19.2 of the Proposal

The existing clause 27.19.2 of the Proposal is renumbered 27.18.2 and is amended as follows (added wording bold and underlined, removed wording bold and struck through):

27.18.2 to the extent it is entitled to payment from the Deloitte Market Purchase Claimants Offer or the Deloitte Steinhoff Additional Support Offer under the terms of the **SDSSASSA** or any other agreement and by providing the releases set out in clause **27.16.3** above, confirms that the Deloitte Market Purchase Claimants Offer or the Deloitte Steinhoff Additional Support Offer adequately compensate it for its respective claims; **and**

(iii) New clause 27.19.3

Following the existing clause 27.19.2 of the Proposal, which is renumbered to 27.18.2, the following new clause 27.18.3 is added:

27.18.3 to the extent it is entitled to payment from the D&O Insurers Market Purchase Claimants Offer or the D&O Steinhoff Additional Support Offer under the terms of the SSSA or any other agreement and by providing the releases set out in clause **27.16.4** above, confirms that the D&O Insurers Market Purchase Claimants Offer or the D&O Steinhoff Additional Support Offer adequately compensate it for its respective claims.

1.46 **Amendments to clause 27.20 of the Proposal**

The existing clause 27.20 of the Proposal is renumbered 27.19 and is amended as follows (added wording bold and underlined, removed wording bold and struck through):

~~27.2019~~ *The releases set out in this clause 27 shall not apply to the contractual claims of the Financial Creditors against any Steinhoff Group Ceompany arising out of the Amended SIHPL CPU.*

1.47 **Amendments to clause 27.21 of the Proposal**

The existing clause 27.21 of the Proposal is renumbered 27.20 and is amended as follows (added wording bold and underlined, removed wording bold and struck through):

Full, final and irrevocable discharge and waiver by SIHPL

~~27.204~~ *Subject to occurrence of the Proposal Effective Date, SIHPL has agreed to fully, finally and irrevocably release on a several basis and waive;*

27.20.1 *subject to the receipt by SRF of the Deloitte Market Purchase Claimants Offer and the Deloitte Steinhoff Additional Support Offer: any and all of its rights against the Audit Firms and the other Deloitte Beneficiaries for any liability stemming from **any known or unknown** alleged non-performance of and/or failure to perform by the Audit Firms and the other Deloitte Beneficiaries of any contractual, non-contractual, common law, **equitable** and statutory obligations and in respect of any tortious or negligent act or omission **related to or in connection with, whether directly or indirectly,** the Events and the Allegations. For the avoidance of doubt, the release and waiver in this clause ~~27.240.1~~ does not apply to any (audit) work performed by the Audit Firms and the other Deloitte Beneficiaries for any current or former Steinhoff Group Ceompany after 5 December 2017, with such releases and waivers to be effective as of the Proposal Effective Date-;*

27.20.2 ***subject to the receipt by SRF of the funds referred to in the D&O Insurers Market Purchase Claimants Offer and the D&O Steinhoff Additional Support Offer: any and all of its rights against the Steinhoff D&O Beneficiaries for any liability stemming from any known or unknown alleged non-performance of and/or failure to perform by the Steinhoff D&O Beneficiaries of any contractual, non-contractual, common law, equitable and statutory obligations and in respect of any tortious or negligent act or omission related to or in connection with, whether directly or indirectly, the Events and/or the Allegations, with such releases and waivers to be effective as of the Proposal Effective Date, while such releases and waivers to any Other D&O are subject to the condition that in the event that such Other D&O initiates any Claim or Claims against SIHNV, SIHPL or any other Steinhoff Group Company, such release and waiver to that Other D&O ceases to be effective to the limited extent that it is required for SIHNV, SIHPL or any other Steinhoff Group Company to defend such claim as that Other D&O has initiated, except for the costs and defence which may be recovered in full, to the extent such costs are recoverable under the applicable procedural laws and rules.***

27.20.3 Subject to the occurrence of the Settlement Effective Date and the receipt by SRF of the D&O Insurers Market Purchase Claimants Offer, the D&O Steinhoff Additional Support Offer and the D&O Insurers' contribution to the costs of SRF under the SSSA, all Steinhoff Group Companies insured under the D&O Policies have agreed to a commutation of the D&O Policies in accordance with the provisions in Annex M of the SSSA.

1.48 Amendments to clause 27.20 of the Proposal

- (i) The existing clauses 27.20.1 and 27.20.2 of the Proposal are renumbered 27.21.1 and 27.21.2 and are amended as follows (added wording bold and underlined, removed wording bold and struck through):

27.201 Protection from counterclaims

27.201.1 Each Scheme Creditor shall indemnify and hold harmless each and any of the Steinhoff Group Companies in respect of any and all Ricochet Liabilities and Ricochet Costs arising out of its assertion or pursuit (whether by legal proceedings or otherwise) of any Potential Recourse Claim.

27.201.2 Each Scheme Creditor shall release any Potential Recourse Claim it has against a third party to the extent that this would release each and any of the Steinhoff Group Companies from any current or future alleged Ricochet Liabilities.

- (ii) The existing clauses 27.20.4.2 and 27.20.4.3 of the Proposal are renumbered 27.21.4.2 and 27.21.4.3 and are amended as follows (added wording bold and underlined, removed wording bold and struck through):

27.201.4.2 procure that the terms of such consensual resolution include a prohibition, directly enforceable by any of the Steinhoff Group Companies, upon any other party to such consensual resolution pursuing (including, without limitation, by enforcement of any judgment or award) any claim against any Steinhoff Group Company or any Potential Recourse Claim against any other party, in respect of, or in reliance upon, the consideration given by such party for such consensual resolution of the relevant Potential Recourse Claim; and

27.201.4.3 procure that the terms of such consensual resolution include a release of any Potential Recourse Claim it has against a third party to the extent that this would release each and any of the Steinhoff Group Companies from any current or future alleged Ricochet Liabilities.

- (i) The existing clause 27.20.5 of the Proposal is renumbered 27.21.5 and is amended as follows (added wording bold and underlined, removed wording bold and struck through):

27.201.5 Notwithstanding any other provision of this Proposal, the terms of this Proposal may be relied upon by any Steinhoff Group Company in defence to, or reduction of, any alleged Ricochet Liability.

1.49 Amendments to clause 27.23 of the Proposal

The existing clause 27.23 of the Proposal is renumbered 27.22 and is amended as follows (added wording bold and underlined, removed wording bold and struck through):

~~27.23~~ This clause 27 contains irrevocable third-party stipulations in respect of the Released Parties, ~~the Audit Firms, and any other Deloitte Beneficiaries~~. To the extent acceptance of such third-party stipulations for the benefit of the Released Parties is required, the receipt by the SRF of (and, if applicable, the SRF assuming control over) the Gross Settlement Fund shall be deemed to constitute such acceptance by the Released Parties. To the extent acceptance of such third-party stipulations is required for the benefit of the Audit Firms and the other Deloitte Beneficiaries, the receipt by the SRF of the Deloitte Market Purchase Claimants Offer and the Deloitte Steinhoff Additional Support Offer shall be deemed to constitute such acceptance by the Audit Firms and the other Deloitte Beneficiaries. **To the extent acceptance of such third-party stipulations is required for the benefit of any of the D&O Beneficiaries, the receipt by the SRF of the D&O Insurers Market Purchase Claimants Offer and the D&O Steinhoff Additional Support Offer shall be deemed to constitute such acceptance by the D&O Beneficiaries.**

1.50 Amendments to clause 27.24 of the Proposal

The existing clause 27.24 of the Proposal is renumbered 27.23 and is amended as follows (added wording bold and underlined, removed wording bold and struck through):

~~27.24~~ For the avoidance of doubt, the provisions of this Proposal (more in particular clause 27.14 through 27.17~~8~~ inclusive) do not in any way impair or diminish any of the rights of **any of the D&O Beneficiaries, the** Audit Firms and other Deloitte Beneficiaries under the ~~SDSSASSA~~ or under any other separate agreements between the Steinhoff Group, any SIHNV Creditor, and/or the Released Parties and/or the Deloitte Firms.

1.51 Amendments to clauses 28-31 of the Proposal

The existing clauses 28-31 of the Proposal are deleted in full, and the following clauses are renumbered.

1.52 Amendments to clause 33.5 of the Proposal

The existing clause 33.5 is renumbered 29.5 and is amended as follows (added wording bold and underlined):

29.5 In this light, for the purposes of this Proposal, SIHPL has prepared two liquidation comparators, each of which has two variants. Scheme Creditors should note that the liquidation comparators do not take account of the **D&O Insurers Market Purchase Claimants Offer and the D&O Steinhoff Additional Support Offer and the Deloitte Market Purchase Claimants Offer and the Deloitte Steinhoff Additional Support Offer** on the basis that, in a liquidation scenario, **the D&O Insurers Market Purchase Claimants Offer and the D&O Steinhoff Additional Support Offer**, the Deloitte Market Purchase Claimants Offer and the Deloitte Steinhoff Additional Support Offer will not be available to Scheme Creditors and that these amounts will not in any event form part of SIHPL's estate.

1.53 Amendments to clause 33.13 of the Proposal

The existing clause 33.13 is renumbered 29.13 and is amended as follows (added wording bold and underlined, removed wording bold and struck through):

~~3329~~.13 *SIHPL believes that there will be greater benefits to the three Classes of Scheme Creditors should this Proposal be Adopted than would be the case should SIHPL be placed in liquidation, as set out in clause ~~3135~~.*

1.54 Amendments to clause 34.1.9 of the Proposal

The existing clause 34.1.9 is renumbered 30.1.9 and is amended as follows (added wording bold and underlined, removed wording bold and struck through):

~~340~~.1.9 *Steinhoff Group ~~company~~ asset valuation and liquidation discounts: for each asset, the fair market value of the asset is estimated by reference to one or more of the following as applicable: a public share price; the value implied by the trading price of comparable companies; the carrying value; or other relevant valuation methodologies*

1.55 Amendments to clause 34.1.11 of the Proposal

The existing clause 34.1.11 is renumbered 30.1.11 and is amended as follows (added wording bold and underlined, removed wording bold and struck through):

~~340~~.1.11 *The liquidation value for the Steinhoff Group ~~Ce~~companies' assets is determined by applying a liquidation discount to reflect the implications of selling a large quantity of assets within a limited period of time in a liquidation context. In addition, for some assets, the fair market value includes an adjustment for lack of marketability.*

1.56 Amendments to clause 35.2 of the Proposal

The existing clause 35.2 is renumbered 31.2 and is amended as follows (added wording bold and underlined, removed wording bold and struck through):

~~3531~~.2 *This Proposal provides a level of certainty to the Scheme Creditors that would not necessarily be available to them if they continue with their respective legal proceedings, and/or if SIHPL is liquidated. In this regard, Scheme Creditors are referred to the Liquidation Comparators set out in clause ~~2933~~.*

1.57 Amendments to clause 35.16 of the Proposal

The existing clause 35.16 is renumbered 31.16 and is amended as follows (added wording bold and underlined, removed wording bold and struck through):

~~351~~.16 *The effect of the Proposal, in combination with the SIHNV Composition Plan and the ~~SDSSASSSA~~, is to render such arguments irrelevant by ensuring that all claimants in respect of MPC Relevant Claims receive settlement consideration **(at all times subject to its applicable terms)** calculated on the same methodology (the Steinhoff Allocation Plan), administered by the same entity (the SRF) and allocated from the same source (the assets to be set aside by SIHNV and the funds to be contributed by the Deloitte Firms **and the D&O Insurers** for the settlement of, amongst other things, MPC Relevant Claims). Such an approach facilitates very considerable efficiencies with respect to claim submission, verification and payment, which are highly desirable in the context of a complex settlement such as this.*

1.58 Amendments to clause 35.23 of the Proposal

The existing clause 35.23 is renumbered 31.23 and is amended as follows (added wording bold and underlined):

351.23 *SIHPL Market Purchase Claimants are advised that the range of outcomes set out above do not take into account the **D&O Insurers Market Purchase Claimants Offer and the D&O Steinhoff Additional Support Offer and the Deloitte Market Purchase Claimants Offer and the Deloitte Steinhoff Additional Support Offer**.*

1.59 Amendments to clause 36.1 of the Proposal

The existing clause 36.1 is renumbered 32.1 and is amended as follows (added wording bold and underlined):

3632.1 *This Proposal will only come into effect if all of the Suspensive Conditions set out in clause ~~3337~~ of this Proposal have been fulfilled. The Suspensive Conditions cannot be waived.²¹*

1.60 Amendments to clause 39.1 of the Proposal

The existing clause 39.1 is renumbered 35.1 and is amended as follows (added wording bold and underlined):

395.1 *Subject to clause 395.2, none of the Released Parties or Released Parties' respective legal advisers (including, but not limited to, Werksmans Inc.) shall have any role in, responsibility for, or liability arising from the implementation of the Steinhoff Allocation Plan, the form, substance, method or manner of distribution, the administration or distribution of the SoP Settlement Fund or the settlements to be distributed to the Contractual Claimants, any tax liability that a Scheme Creditor may incur as a result of the SRF and Claims Administration Conditions and/or this Proposal or as a result of any action taken pursuant to the SRF and Claims Administration Conditions and/or this Proposal, or the administration or processing of claims, including, without limitation, the determination of the amounts to be distributed to each Scheme Creditor or the determination of the validity of a submitted claim for payment from the SoP Settlement Fund.*

1.61 Amendments to clause 41.1 of the Proposal

The existing clause 41.1 is renumbered 37.1 and is amended as follows (added wording bold and underlined):

4137.1 *Subject to the fulfilment of the Suspensive Conditions, the payment to the SRF of the Gross Cash Settlement Fund and the SRF assuming control over the Gross Share Settlement Fund, each Scheme Creditor agrees that any recourse for its claims against SIHPL, SIHNV or the SRF shall be limited to the terms of the compromise and/or the payments that it is entitled to receive in accordance with this Proposal from the SRF and/or SIHPL and no Scheme Creditor shall have any further right of recourse against SIHPL, SIHNV, the SRF or any **current or former** Steinhoff Group **C**company. This clause ~~3744~~ contains an irrevocable third-party stipulation for the benefit of SIHPL, SIHNV, the SRF and the **current and former** Steinhoff Group **C**companies.*

1.62 Amendments to clause 42.1 of the Proposal

The existing clause 42.1 is renumbered 38.1 and is amended as follows (removed wording bold and struck through):

~~4238.1~~ None of SIHPL nor any Steinhoff Group ~~C~~company nor any of the other Released Parties, ~~the Audit Firms or any other Deloitte Beneficiaries~~, admits any wrongdoing or assumes any liability arising from or related to the Events and/or the Allegations or any other grounds or events underpinning the Contractual Claims or the SIHNV Contractual Claims or the MPC Relevant Claims. Any payment made or compromise effected pursuant to this Proposal should not be construed as an acknowledgement or admission of the existence or merits of any wrongdoing or liability in relation to the Events and/or Allegations, the Contractual Claims, the SIHNV Contractual Claims or the MPC Relevant Claims or, in relation to admissibility, the standing or authority of the Claimant Representatives and any Scheme Creditor or SIHNV Creditor or the validity of any application, request, demand, requested order and/or litigation filed by them, and the terms of this Proposal shall not be used as evidence of such.

2 Annexure A

2.1 Amendments to clause 2.6 of Annexure A of the Proposal

The existing clause of 2.6 of Annexure A of the Proposal (the definition of "Audit Firm") and is amended as follows (added wording bold and underlined, removed wording bold and struck through):

2.6 **"Audit Firm"** – means an audit firm performing or having at any time performed audit and other services for SIHNV, SIHPL, any other **current or former** Steinhoff Group ~~C~~company or related entities, and/or any external valuation professional and/or any third parties that undertook a materially similar role as well as any other audit firm which is a member of the same network of firms, including but not limited to the Deloitte Firms and Deloitte Touche Tohmatsu Limited and any other firm which is a member or affiliate of the Deloitte Touche Tohmatsu Limited network of firms, and any of their current and former partners, principals, shareholders, auditors, directors (managing or supervisory), officers, employees, direct or indirect holding company (or companies), affiliates and direct or indirect subsidiaries, successors and assigns;

2.2 Amendments to clause 2.30 of Annexure A of the Proposal

The existing clause of 2.30 of Annexure A of the Proposal is renumbered 2.32 (the definition of "D&O Insurers") and is amended as follows (added wording bold and underlined, removed wording bold and struck through):

~~2.30~~ **2.32 "D&O Insurers"** – the insurance companies and/or Lloyd's syndicates acting for ~~itself and as proxyholder of other insurance companies themselves~~ underwriting Steinhoff's (primary and excess) Directors and Officers insurance policy with no. B080133495P17 and claim reference B080133495P17AAA (primary), B080133495P17AAB (first excess), B080133495P17AAC (second excess), B080133495P17AAD (third excess) and B080133495P17AAE (fourth excess);

2.3 Amendments to clause 2.35 of Annexure A of the Proposal

The existing clause of 2.35 of Annexure A of the Proposal is renumbered 2.40 (the definition of "Deloitte Market Purchase Claimants Offer") and is amended as follows (added wording bold and underlined, removed wording bold and struck through):

~~2.35~~ **2.40 "Deloitte Market Purchase Claimants Offer"** – the funds that are made available by the Deloitte Firms as an offer in support of the Steinhoff Group Settlement to

compensate for any losses suffered by SIHPL, SIHNV, other Steinhoff Group ~~C~~companies and the Market Purchase Claimants in relation to the Events and the Allegations in the amount of up to EUR 55.34 million for distribution by SRF to the Market Purchase Claimants pursuant to the terms of the ~~SDSSASSSA~~ and in accordance with the SRF and Claims Administration Conditions in exchange for the releases and waivers set out herein;

2.4 Amendments to clause 2.37 of Annexure A of the Proposal

The existing clause of 2.37 of Annexure A of the Proposal is renumbered 2.42 (the definition of "Deloitte Steinhoff Additional Support Offer") and is amended as follows (added wording bold and underlined, removed wording bold and struck through):

2.3742 *"Deloitte Steinhoff Additional Support Offer" – the funds that are made available by the Deloitte firms as an offer in support of the Steinhoff Group Settlement to compensate for any losses suffered by SIHPL, SIHNV, other Steinhoff Group ~~C~~companies and some Contractual Claimants and some SIHNV Contractual Claimants in relation to the Events and the Allegations in the amount of up to EUR 15 million for distribution by SRF to such Contractual Claimants and SIHNV Contractual Claimants pursuant to the terms of the ~~SDSSASSSA~~ in exchange for the releases and waivers set out herein;*

2.5 Amendments to clause 2.45 of Annexure A of the Proposal

The existing clause 2.45 of Annexure A of the Proposal (the definition of "Financial Restructuring") is renumbered 2.50 and is amended as follows (removed wording bold and struck through):

2.4550 *"Financial Restructuring" – has the meaning ascribed thereto in clause 1. ~~169~~ of this Proposal;*

2.6 Amendments to clause 2.54 of Annexure A of the Proposal

The existing clause 2.54 of Annexure A of the Proposal (the definition of "Intercompany Loan Creditor") is renumbered 2.60 and is amended as follows (removed wording bold and struck through):

2.5460 *"Intercompany Loan Creditor" – a Steinhoff Group ~~C~~company which holds an intercompany claim against SIHPL, as more fully described and set out in in Annexure C;*

2.7 Amendments to clause 2.71 of Annexure A of the Proposal

The existing clause 2.71 of Annexure A of the Proposal (the definition of "Newco 2A Loan") is renumbered 2.78 and is amended as follows (removed wording bold and struck through):

2.748 *"Newco 2A Loan" – the loan note to be issued by SIHPL to Newco 2A in consideration for SIHPL's acquisition of the amount owing by Titan to Newco 2A Loan from Newco 2A on the following terms (inter alia) –*

2.748.1 *zero coupon;*

2.748.2 *repayment date being the final maturity date of 6 months after the Titan ~~Receivable~~Loan final maturity date;*

2.748.3 *quarterly cash sweep at SIHPL and across the South African Sub Group of the Steinhoff Group;*

~~2.748.4~~ *first ranking over SIHPL's assets, subjects to arrangements in respect of Non Qualifying Claims being finally determined or agreed by SIHPL; and*

~~2.748.5~~ *limited recourse to the available assets of SIHPL and a solvent winding up of SIHPL;*

2.8 Amendments to clause 2.75 of Annexure A of the Proposal

The existing clause 2.75 of Annexure A of the Proposal (the definition of "Intercompany Loan Creditor") is renumbered 2.83 and is amended as follows (removed wording bold and struck through):

~~2.7583~~ **"Potential Recourse Claim"** – *any claim against a party other than a Steinhoff Group Company in respect of loss or damage suffered in connection with or in consequence of the Events and/or the Allegations;*

2.9 Amendments to clause 2.78 of Annexure A of the Proposal

The existing clause 2.78 of Annexure A of the Proposal (the definition of "Proposal") is renumbered 2.86 and is amended as follows (removed wording bold and struck through):

~~2.7886~~ **"Proposal"** – *this document, being a proposal prepared and envisaged in terms of section 155 of the Companies Act, together with its annexures, ~~including the addendum contemplated in clause 30 above;~~*

2.10 Amendments to clause 2.82 of Annexure A of the Proposal

2.11 The existing clause 2.82 of Annexure A of the Proposal (the definition of "Released Claims") is deleted in full and the following clauses of Annexure A are renumbered accordingly.

2.12 Amendment to clause 2.83 of Annexure A of the Proposal

The existing clause 2.83 of Annexure A of the Proposal is renumbered 2.91 (the definition of "Released Parties") and is amended as follows (added wording bold and underlined, removed wording bold and struck through):

~~2.8391~~ **"Released Parties"** – ~~*with respect to the Released Claims only*~~

2.8391.1 *all current and former Steinhoff Group Companies;*

2.8391.2 *all D&O Beneficiaries ~~directors, officers and other personnel of the Steinhoff Group companies who work or have in one way or another worked for or been associated with a Steinhoff Group company, excluding the Excluded Individuals and Christoffel Hendrik Wiese; and~~*

2.8391.3 *all advisers to the current and/or former Steinhoff Group Companies, including those set out in Schedule ~~408~~ (Overview advisers Steinhoff Group Companies) to the SIHNV Composition Plan, and their personnel, officers, partners and directors; and*

2.8391.4 *all Audit Firms and other Deloitte Beneficiaries.*

and "**Released Party**" shall be a reference to any one of them as the context may require;

2.13 Amendment to clause 2.84 of Annexure A of the Proposal

The existing clause 2.84 of Annexure A of the Proposal is renumbered 2.92 (the definition of "Ricochet Costs") and is amended as follows (added wording bold and underlined, removed wording bold and struck through):

2.8492 "Ricochet Costs" – any costs or expenses (including legal costs) incurred by any Steinhoff Group Ccompany in the course of resisting or defending any threatened or actual proceedings, arbitration or any other form of legal process in any jurisdiction, in respect of any actual or alleged Ricochet Liability;

2.14 Amendment to clause 2.85 of Annexure A of the Proposal

The existing clause 2.85 of Annexure A of the Proposal is renumbered 2.93 (the definition of "Ricochet Costs") and is amended as follows (added wording bold and underlined, removed wording bold and struck through):

2.8593 "Ricochet Liabilities" – any liability of any Steinhoff Group Ccompany arising directly or indirectly as a consequence of a Potential Recourse Claim having been asserted by a Scheme Creditor, whether for contribution, indemnity, reimbursement, or of any other nature on whatever legal basis and pursuant to whatever law, code, rule or regulation of any jurisdiction;

2.15 Amendment to clause 2.93 of Annexure A of the Proposal

The existing clause of 2.93 of Annexure A of the Proposal is renumbered 2.101 (the definition of "SDSSA") and is amended as follows (added wording bold and underlined, removed wording bold and struck through):

2.93101 "SDSSASSSA" – the Steinhoff-~~Deloitte~~ Settlement Support Agreement entered into between SIHPL, SIHNV, the Settling D&Os, the D&O Insurers and the Deloitte Firms dated ~~23 March~~14 February 2021;

2.16 Amendment to clause 2.106 of Annexure A of the Proposal

The existing clause of 2.106 of Annexure A of the Proposal is renumbered 2.115 (the definition of "SIHNV Loan") and is amended as follows (added wording bold and underlined, removed wording bold and struck through):

2.10615 "SIHNV Loan" – the loan note to be issued by SIHPL to SIHNV in consideration for the settlement by SIHNV of the SIHPL Market Purchase Claimants' claims, which loan note will not exceed €100,000,000.00 (one hundred million Euros) and will include the following terms –

2.10615.1 zero coupon;

2.10615.2 repayment date being the final maturity date of 6 months after the Titan ~~Receivable Loan~~ final maturity date;

2.10615.3 quarterly cash sweep at SIHPL and across the South African Sub Group of the Steinhoff Group;

2.10615.4 *the benefit of second ranking security over SIHPL's assets, subject to arrangements in respect of Non Qualifying Claims being finally determined or agreed by SIHPL; and*

2.10615.5 *limited recourse to the available assets of SIHPL;*

2.17 **Amendment to clause 2.112 of Annexure A of the Proposal**

The existing clause of 2.112 of Annexure A of the Proposal is renumbered 2.121 (the definition of "SIHPL Market Purchase Claimants") and is amended as follows (added wording bold and underlined, removed wording bold and struck through):

2.14221 **"SIHPL Market Purchase Claimants"** – persons who –

2.14221.1 *have a SIHPL MPC Relevant Claim;*

2.14221.2 *have validly acquired or been assigned a SIHPL MPC Relevant Claim; or*

2.14221.3 *is otherwise accepted as such by SIHPL or the SRF,*

but excluding –

2.14221.4 *the Contractual Claimants with respect to their Contractual Claims;*

2.14221.5 *any Steinhoff Group Ceompany; and*

2.14221.6 *any Excluded Individuals, any legal successors of the Excluded Individuals and any legal entities related to or controlled by any Excluded Individual; **and***

~~2.112.7 **Christoffel Hendrik Wiese, any legal entities related to or controlled by him and all persons that have or had in the past a direct or indirect shareholding in Upington;**~~

2.18 **Amendment to clause 2.126 of Annexure A of the Proposal**

The existing clause of 2.126 of Annexure A of the Proposal is renumbered 2.138 (the definition of "Steinhoff Group Settlement") and is amended as follows (added wording bold and underlined, removed wording bold and struck through):

2.12638 **"Steinhoff Group Settlement"** – *the settlement of (substantially) all of the claims against SIHNV and SIHPL so as to provide finality for SIHNV and SIHPL (and each other current and former Steinhoff Group Ceompany) in relation to those claims on the terms set out in the Settlement Term Sheet;*

2.19 **Amendment to clause 2.131 of Annexure A of the Proposal**

The existing clause of 2.131 of Annexure A of the Proposal is renumbered 2.144 (the definition of "Titan Claims") and is amended as follows (added wording bold and underlined, removed wording bold and struck through):

2.13144 **"Titan Claims"** – *irrespective of whether such claim constitutes a Contractual Claim or an MPC Relevant Claim under this SIHPL Proposal, the claims sought to be compromised in terms of this Proposal of each of –*

2.13144.1 *Thibault;*

2.13144.2 *Titan;*

~~2.13144.3~~ **TSD**; and

~~2.144.4~~ Wiesfam,

and the holder of a Titan Claim being a "Titan Claimant";

2.20 Amendment to clause 2.132 of Annexure A of the Proposal

The existing clause of 2.132 of Annexure A of the Proposal is renumbered 2.145 (the definition of "Titan MPC Claims") and is amended as follows (added wording bold and underlined, removed wording bold and struck through):

~~2.13245~~ **"Titan MPC Claims"** – collectively –

~~2.13245.1~~ a claim in respect of the 100,000 SIHNV shares ~~TSD~~ purchased at an original transaction value of R75.64 per share;

~~2.13245.2~~ a claim in respect of the 50,000 SIHNV shares ~~TSD~~ purchased at an original transaction value of R75.39 per share; and

~~2.13245.3~~ a claim in respect of the 2,000,000 SIHNV shares ~~TSD~~ purchased at an original transaction value of R62.34 per share;

2.21 Amendments to clause 2.144 of Annexure A of the Proposal

The existing clause 2.133 of Annexure A of the Proposal (the definition of "Titan Loan") is deleted in full and the following clauses of Annexure A are renumbered accordingly.

2.22 Additional definitions

The following definitions are added to Annexure A of the Proposal (with the other definitions being renumbered accordingly):

(ii) A definition of "**D&Os**", as a new clause 2.30 in Annexure A of the Proposal:

2.30 "**D&Os**" – all directors, officers and other personnel of Steinhoff Group Companies and/or former Steinhoff Group Companies who work or have in any way or another worked for or been associated with a Steinhoff Group Company and/or former Steinhoff Group Company;

(iii) A definition of "**D&O Beneficiaries**", as a new clause 2.31 in Annexure A of the Proposal:

2.31 "**D&O Beneficiaries**" – the D&O Insurers and the D&Os;

(iv) A definition of "**D&O Insurers Market Purchase Claimants Offer**" as a new clause 2.33 in Annexure A of the Proposal:

2.33 "**D&O Insurers Market Purchase Claimants Offer**" – the funds that are made available by the D&O Insurers in support of the Steinhoff Group Settlement to compensate for any losses suffered by SIHPL, SIHNV, other Steinhoff Group companies and the Market Purchase Claimants in relation to the Events and the Allegations in the amount of up to EUR 55.5 million for distribution by SRF to the Market Purchase Claimants pursuant to the SRF Settlement Documents and in accordance with the SRF and Claims Administration Conditions in exchange for the releases and waivers set out herein;

(v) A definition of "**D&O Policies**", as a new clause 2.34 in Annexure A of the Proposal:

- 2.34 **"D&O Policies"** – the **"Primary Layer D&O Policy"** and several excess layer policies that incorporate the Primary Layer D&O Policy wording with amended terms and conditions underwriting Steinhoff's (primary and excess) Directors and Officers insurance policy with no. B080133495P17 and claim reference B080133495P17AAA (primary), B080133495P17AAB (first excess), B080133495P17AAC (second excess), B080133495P17AAD (third excess) and B080133495P17AAE (fourth excess) (the **"Excess Layer D&O Policies"** and, together with the Primary Layer D&O Policy, the **"D&O Policies"**);
- (vi) A definition of **"D&O Steinhoff Additional Support Offer"**, as a new clause 2.35 in Annexure A of the Proposal:
- 2.35 **"D&O Steinhoff Additional Support Offer"** – the funds that are made available by the D&O Insurers as an offer in support of the Steinhoff Group Settlement to compensate for any losses suffered by SIHNV, SIHPL and other Steinhoff Group Companies and some Contractual Claimants and some SIHNV Contractual Claimants in relation to the Events and the Allegations in the amount of up to EUR 15 million for distribution by SRF to such Contractual Claimants pursuant to the terms of the SSSA in exchange for the releases and waivers set out herein;
- (vii) A definition of **"Implicated D&Os"** as a new clause 2.55 in Annexure A of the Proposal:
- 2.55 **"Implicated D&Os"** – Markus Jooste, Ben La Grange, Stehan Grobler and Siegmar Schmidt;
- (viii) A definition of **"Joint Steinhoff Settlement Support"** as a new clause 2.63 in Annexure A of the Proposal:
- 2.63 **"Joint Steinhoff Settlement Support"** – has the meaning given to it in clause 27.11 of the Proposal;
- (ix) A definition of **"Other D&Os"** as a new clause 2.81 in Annexure A of the Proposal:
- 2.81 **"Other D&Os"** – all the D&O who are not Settling D&Os or Implicated D&Os;
- (x) A definition of **"Qualifying Ineligible Claimant"** as a new clause 2.89 in Annexure A of the Proposal:
- 2.89 **"Qualifying Ineligible Claimant"** – an MPC Claimant that (i) exclusively held FSE listed SIHNV Shares; (ii) is not a natural person; and (iii) whose internal rules or regulations prohibit the MPC Claimant from owning JSE listed shares and such rules have been in place since prior to 27 July 2020;
- (xi) A definition of **"Settling D&Os"** as a new clause 2.104 in Annexure A of the Proposal:
- 2.104 **"Settling D&Os"** – Mr Stefanés Francois Booyesen, Mr David Charles Brink, Mr Claas Edmund Daun, Mr Hendrik Johan Karel Ferreira, Mr Thierry Louis Joseph Guibert, Mr Deenadayalen Konar, Ms Angela Krüger-Steinhoff, Ms Antoinette Lategan in her capacity as the Executrix of the Estate of Late Marthinus Theunis Lategan, Mr Johannes Fredericus Mouton, Mr Frederik Johannes Nel, Mr Hein Odendaal, Mr Dirk Schreiber, Mr Franklin Abraham Sonn, Ms Heather Joan Sonn, Mr Bruno Ewald Steinhoff, Mr Paul Denis Julia

van den Bosch, Mr Daniël Maree van der Merwe, Mr Johan van Zyl, Mr Christoffel Hendrik Wiese and Mr Jacob Daniel Wiese;

- (xii) A definition of “**Steinhoff D&O Beneficiaries**” as a new clause 2.133 in Annexure A of the Proposal:

2.133 “Steinhoff D&O Beneficiaries” – the D&O Insurers, the Settling D&Os and the Other D&Os;

- (xiii) A definition of “**Steinhoff Group Companies**” as a new clause 2.137 in Annexure A of the Proposal:

2.137 “Steinhoff Group Companies” – SIHNV and each of its Subsidiaries from time to time, which includes, for the avoidance of doubt, SIHPL and “Steinhoff Group Company” means any one of them;

- (xiv) A definition of “**Subsidiary**” as a new clause 2.139 in Annexure A of the Proposal:

2.139 “Subsidiaries” – in relation to any company, corporation or other legal entity (a “holding company”), companies, corporations or legal entities:

2.139.1 which are controlled, directly or indirectly, by the holding company;

2.139.2 in which a majority of rights are held by the holding company, either alone or pursuant to an agreement with others;

2.139.3 more than half the issued share capital of which is beneficially owned, directly or indirectly, by the holding company; or

2.139.4 which are subsidiaries of another Subsidiary of the holding company,

and “Subsidiary” means any one of them. For this purpose, a company, corporation or other legal entity shall be treated as being controlled by another if that other company, corporation or other legal entity is able to determine the composition of the majority of its board of directors or equivalent body;

- (xv) A definition of “**TSD**” as a new clause 2.148 in Annexure A of the Proposal:

2.147 “TSD” – Titan Share Dealers (Pty) Ltd registration number 1969/003884/07, a private company with limited liability registered in accordance with the company laws of South Africa;

3 New Annexure I

A new Annexure I has been added, which reads as follows:

ANNEXURE I - OVERVIEW OF KEY OBLIGATIONS ASSUMED BY SIHPL AND SIHNV PURSUANT TO THE SSSA

1 GENERAL

- 1.1 *This Annexure sets out the key obligations assumed by SIHPL and SIHNV pursuant to the SSSA.*
- 1.2 *All of these key obligations are subject to certain conditions including the occurrence of the Settlement Effective Date. These obligations are therefore conditional obligations for SIHPL and SIHNV at the time of execution of the SSSA and will not be compromised by this Proposal and/or the SoP.*
- 1.3 *The definitions used in this Annexure have the same meanings as in the Proposal, unless otherwise defined herein.*

2 HIGH LEVEL OVERVIEW

- 2.1 *The key conditions of the SSSA with respect to the financial contributions by the Deloitte Firms and D&O Insurers to Market Purchase Claimants and Contractual Claimants that allege claims against the Audit Firms and D&O are the following, all subject to inter alia the Settlement Effective Date:*

- 2.1.1 *With respect to Market Purchase Claims: the Deloitte Firms will offer a settlement to MPC Claimants of an amount of up to EUR 55.34 million and D&O Insurers will offer a settlement to MPC Claimants of an amount of up to EUR 55.55 million, in each case conditional upon release of their claims related to the Events and Allegations by the participating MPC Claimants of D&O, D&O Insurers and the Audit Firms and other Deloitte Beneficiaries. This will be offered either under the terms of a separate agreement between the Claimant Representatives and the Deloitte Firms, and a separate agreement between the Claimant Representatives and the Deloitte Firms, and a separate agreement between the Claimant Representatives and the D&O Insurers, or in the absence thereof, SIHNV and SIHPL will negotiate a potential alternative in which the financial contributions by the Deloitte Firms and the D&O Insurers can be implemented. These amounts payable pursuant to such offers are incremental to any amounts payable under this Proposal and the SIHNV Composition Plan. The terms of these offers will be communicated by the Deloitte Firms and D&O Insurers via www.steinhoffsettlement.com. SIHNV and SIHPL will not be liable in connection with any obligation of the Deloitte Firms or D&O Insurers under their offers;*

- 2.1.2 *payment to SRF by the D&O Insurers and the Deloitte Firms by way of contribution to the settlement for the benefit of certain Contractual Claimants of up to EUR 30 million in total (EUR 15 million each) upon*

release by participating Contractual Claimants of D&O, D&O Insurers and Audit Firms; and

2.1.3 *contribution by the D&O Insurers and the Deloitte Firms to SRF in connection with the costs of SRF in the amount of EUR 1.1 million each, plus any incremental costs to be paid to Computershare in respect of its claims administrations services to the SRF in relation to the implementation of the D&O and Deloitte settlements.*

2.2 *As part of the SSSA it is agreed that mutual releases will be provided as follows:*

2.2.1 *SIHNV and SIHPL will provide:*

2.2.1.1 *A (reciprocal) release to the Deloitte Firms and certain other audit firms and their related parties (the “**Audit Firm Beneficiaries**”) for claims with respect to the Events and Allegations, excluding any work performed by Deloitte after 5 December 2017; and*

2.2.1.2 *(i) a (reciprocal) release to the D&O Insurers, (ii) a (reciprocal) release to the Settling D&Os and (iii) a conditional release to the Other D&Os (the D&O Insurers, the Settling D&Os and the Other D&Os, together: the “**Steinhoff D&O Beneficiaries**”), for all claims in relation to the Events and Allegations,*

2.2.1.3 *SIHNV and SIHPL will procure that before the Settlement Effective Date its current Steinhoff Group Companies will provide the same releases to the Audit Firm Beneficiaries and Steinhoff D&O Beneficiaries that SIHNV and SIHPL will provide;*

*in each case on the basis that, to the extent a current Steinhoff Group Company has not provided such release before the Settlement Effective Date, SIHNV, SIHPL and SIHL and these parties' successors and assigns (the “**Steinhoff Indemnifying Parties**”) will indemnify the Audit Firm Beneficiaries and Steinhoff D&O Beneficiaries for any claims of such Steinhoff Group Company; and*

2.2.2 *the following releases will be provided to SIHNV, SIHPL and certain other Steinhoff Group Companies as set out in the SSSA:*

2.2.2.1 a release by the Settling D&O of all claims against SIHNV, SIHPL and any other Steinhoff Group Companies, other D&O and the Audit Firm Beneficiaries in relation to the Events and Allegations, subject to certain exceptions as set out in the SSSA; and

2.2.2.2 a release by the Deloitte Firms of all claims against SIHNV, SIHPL and any other Steinhoff Group Companies and the D&O in relation to the Events and Allegations, subject to certain exceptions as set out in the SSSA;

all such releases being subject to the Settlement Effective Date and payment of the relevant amounts by the Deloitte Firms and the D&O Insurers to SRF for allocation and distribution to eligible Market Purchase Claimants and Contractual Claimants or as contributions to the costs of SRF under the offers of the Deloitte Firms and the D&O Insurers.

2.3 The abovementioned financial and other commitments by the Deloitte Firms, D&O Insurers and Settling D&O are together referred to as the **“Joint Steinhoff Settlement Support”**.

2.4 SIHNV, SIHPL and other Steinhoff Group Companies retain the right to institute or continue claims against (i) the Implicated D&Os for their alleged involvement in the Events, (ii) certain legal entities and other individuals who are alleged to be recipients of payments by Steinhoff Group Companies made in the context of the Events without legal cause, justification or due consideration (**“Third Party Entities / Individuals”**) and (iii) any Settling D&O, but only where he or she is alleged to be recipient of payments, in the context of the Events, made by Steinhoff Group Companies or by third parties, which allowed such Settling D&O to gain a profit or advantage to which he or she was not legally entitled under the terms of his/her directorship (including, any secret profits). (**“Outbound Claims”**). The Steinhoff Indemnifying Parties will indemnify D&O Insurers against all loss and defence costs in relation to – in summary – any such claims, as set out in more detail below.

2.5 Subject to the Settlement Effective Date, the D&O Insurance will be terminated (commuted) with respect to SIHNV, SIHPL and any other Steinhoff Group Companies, but will remain in place vis-à-vis other Insured Persons, but subject to reservation of rights of D&O Insurers to avoid the D&O Policy or invoke an exclusion.

- 2.6 Pursuant to the SSSA, SIHNV and SIHPL have agreed to stipulate, as terms of the S155 Proposal and the SIHNV Composition Plan, that the Scheme Creditors and SoP Creditors, subject to *inter alia* the Settlement Effective Date:
- 2.6.1 release SIHNV, SIHPL and any other Steinhoff Group Company, the D&O Beneficiaries and the Audit Firm Beneficiaries from any and all Claims against SIHNV, SIHPL and any other Steinhoff Group company, D&O Beneficiaries and the Audit Firm Beneficiaries;
- 2.6.2 waive any demands under section 165 of the South African Companies Act 2008; and
- 2.6.3 withdraw all litigation against D&O Beneficiaries and Audit Firm Beneficiaries.
- 2.7 As part of the internal arrangements among Steinhoff entities in relation to the indemnities granted by SIHL as referred to in this Annexure, SIHL will agree terms with SIHPL and SIHNV that SIHL will not seek contribution or other recovery from SIHPL and SIHNV as co-sureties.

3 KEY INDEMNITY OBLIGATIONS ASSUMED BY SIHPL AND SIHNV PURSUANT TO THE SSSA

- 3.1 Subject to: (a) the occurrence of the Settlement Effective Date; (b) receipt by the SRF of the D&O Steinhoff Additional Support Offer and the D&O Insurers Market Purchase Claimants Offer:
- 3.1.1 SIHPL and SIHNV agree to procure prior to the Settlement Effective Date a declaration from all SIHNV subsidiaries insured under the D&O Insurance ("**Steinhoff Commuting Parties**") confirming their agreement with the commutation of the D&O Policies on the terms of the SSSA. The Steinhoff Indemnifying Parties shall indemnify the D&O Insurers for any and all claims under the D&O Policies by Steinhoff Commuting Parties for whom SIHNV and SIHPL have not procured such declaration before the Settlement Effective Date;
- 3.1.2 The Steinhoff Indemnifying Parties shall in accordance with the terms of the SSSA jointly and severally indemnify D&O Insurers under the Excess Layer D&O Policies for all Loss and Defence Costs or other payments

under the D&O Policies (as defined in the Primary Layer D&O Policy) (the “**Steinhoff Indemnities**”) incurred after the date of the SSSA in respect of:

- 3.1.2.1 *any Outbound Claims threatened or commenced by SIHPL, SIHNV, and/or any other Steinhoff Group Company (“**SH Outbound Claimants**”) against any Insured Person (as defined in the SSSA); and/or*
- 3.1.2.2 *any Outbound Claims threatened or commenced by SH Outbound Claimants against Third Party Entities / Individuals that give rise to – in summary – any claim from any Outbound Defendant (as defined in the SSSA) to obtain recourse for or a contribution to an Outbound Claim from any D&O Beneficiary (“**Recourse Claim**”); and/or*
- 3.1.2.3 *Recourse Claims (whether directly or indirectly) threatened or commenced by any person or legal entity against any Insured Person (or threatened or commenced by an Insured Person) arising from and/or in connection with an Outbound Claims; and/or*
- 3.1.2.4 *provided that there has first been an Outbound Claim against an Outbound Defendant, any subsequent claim which has been threatened or commenced by an insolvency practitioner (including but not limited to any liquidator or trustee in bankruptcy, in any jurisdiction) of that Outbound Defendant against any Insured Person, but only in their capacity as a current or former director or officer or employee of a Steinhoff Group Company.*
- 3.1.3 *SIHPL and SIHNV undertake and warrant in favour of the Steinhoff D&O Beneficiaries to procure that all SH Outbound Claimants shall comply with the obligations and/or recognise the rights given to Excess Layer D&O Insurers in connection with the Steinhoff Indemnities, and the Steinhoff Indemnifying Parties shall indemnify the Steinhoff D&O Beneficiaries in respect of any breach by any SH Outbound Claimant of a term or obligation or failure to recognise the rights of Excess Layer D&O Insurers in relation thereto.*
- 3.1.4 *SIHNV and SIHPL agree on a joint and several basis promptly upon first written request to reimburse and indemnify the Audit Firm Beneficiaries for any monetary payment made by them to any of the Outbound Defendants which arises out of or results from or is in connection with (directly or indirectly) any liability or payments which an Audit Firm Beneficiary incurs pursuant to a judgment ordering that any Audit Firm Beneficiary is liable*

and/or obliged to make a payment with respect to a Recourse Claim and that judgement can be enforced.

- 3.1.5 Under the terms of the SSSA, Excess Layer D&O Insurers shall take all necessary steps to finalise their coverage investigations and if so advised (and in accordance with their regulatory obligations including but not limited to acting in a client's best interests and treating customers fairly) seek to apply any legitimate coverage defence. The Steinhoff Indemnifying Parties shall jointly and severally indemnify Excess Layer D&O Insurers in respect of – in summary – Excess Layer D&O Insurers' out-of-pocket costs and expenses of investigating coverage and of litigating and/or arbitrating any coverage position to the extent such costs are over and above EUR 4 million (including VAT, or other equivalent local taxes).*
- 3.2 Subject to (a) the occurrence of the Settlement Effective Date, and (b) with respect to the Audit Firms and Deloitte Beneficiaries, the receipt by SRF of the Deloitte Steinhoff Additional Support Offer and the Deloitte Market Purchase Claimants offer and (c) with respect to the D&O Beneficiaries only, the receipt by SRF of the D&O Steinhoff Additional Support Offer and the D&O Insurers Market Purchase Claimants Offer:*
- 3.2.1 to the extent a current Steinhoff Group Company has not provided the releases referred to in clause 2.2.1.3 above before the Settlement Effective Date, the Steinhoff Indemnifying Parties will indemnify the Audit Firm Beneficiaries and Steinhoff D&O Beneficiaries for any claims of such Steinhoff Group Company;*
- 3.2.2 each of the SH Outbound Claimants shall take appropriate (procedural or other) measures to eliminate or mitigate to the best of their ability the exposure of any Steinhoff D&O Beneficiary and/or the Audit Firms and the other Deloitte Beneficiaries arising from Recourse Claims in accordance with the terms and conditions set out in the SSSA and the Annexes thereto;*
- 3.2.3 SIHPL and SIHNV undertake and warrant in favour of the Steinhoff D&O Beneficiaries and the Audit Firms and other Deloitte Beneficiaries to procure that any other SH Outbound Claimants shall comply with certain obligations to inter alia reduce claims equal to any contribution which the Outbound Defendants could or do claim on any ground from the Steinhoff D&O Beneficiaries or Audit Firms and Deloitte Beneficiaries in the manner set out in the terms of the SSSA, and, together with the other Steinhoff Indemnifying Parties, shall indemnify the Steinhoff D&O Beneficiaries and*

the Audit Firms and other Deloitte Beneficiaries in respect of any breach of such obligations by any other SH Outbound Claimant; and

3.2.4 SIHPL and SIHNV, on a joint and several basis, shall promptly upon first written request reimburse and indemnify the Audit Firms and other Deloitte Beneficiaries for any monetary payment made by them to any of the Outbound Defendants which arises out of or results from or is in connection with (directly or indirectly) any liability or payments which an Audit Firm and other Deloitte Beneficiary incurs pursuant to a judgment ordering that any Audit Firm and other Deloitte Beneficiary is liable and/or obliged to make a payment and that judgment can be enforced;

3.3 Subject to the occurrence of the Settlement Effective Date, SIHPL and SIHNV shall represent and warrant to the Steinhoff D&O Beneficiaries and the Deloitte Beneficiaries that to the best of their knowledge SIHNV and SIHPL are not aware of any intention or ground for Pepkor Holdings Limited and/or Pepco Group Limited and/or any of their subsidiaries to initiate any claim against the Steinhoff D&O Beneficiaries, the Steinhoff Non-Released D&Os and/or the Deloitte Beneficiaries in relation to the Events and Allegations. If Pepkor Holdings Limited and/or Pepco Group Limited and/or any of their subsidiaries initiates any claim against the Steinhoff D&O Beneficiaries, the Steinhoff Non-Released D&Os or the Deloitte Beneficiaries, then the Deloitte Beneficiaries and the Steinhoff D&O Beneficiaries, as applicable, are entitled to make a contribution claim against SIHNV and/or SIHPL and/or join SIHNV and/or SIHPL in such proceedings.

4 Other terms

All other terms of the Proposal remain unchanged.

5 Integral part

This Addendum is an integral part of the Proposal with effect from the date of it being made available to Scheme Creditors, in the manner contemplated in the Order of Court dated 21 January 2021 received under case number 16337/2020.