



## IOST COMPANY LTD

A public company limited by shares incorporated on 26 August 2013 in the Republic of Mauritius with company number C118171 and having its registered office at IFS Court, Bank Street, TwentyEight, Cybercity Ebène 72201, Mauritius

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### EUR 50 Million

### Multi-currency Note Programme

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Under this **EUR 50 Million** multi-currency note programme (the “**Programme**”), IOST Company Ltd (“**IOST** or the “**Issuer**”) may from time to time issue notes (the “**Notes**”) subject to the terms and conditions (“**Terms and Conditions**”) contained in this programme memorandum (the “**Programme Memorandum**”). Each issue of Notes will be effected on the terms and conditions set out herein and, in each case, on such additional terms as will be set out in a pricing supplement (the “**Applicable Pricing Supplement**”).

The Programme Memorandum, which was initially approved by the Board on 21 December 2018, has been amended to include particulars given in compliance with the Listing Rules published by the Stock Exchange of Mauritius Ltd (“**SEM**”) governing the listing of securities on the Official Market for the purpose of giving information with regard to the Issuer. The amended Programme Memorandum has been approved by the Board on 17 April 2019 and, together with the Applicable Pricing Supplement for the First Issue (collectively the “**Programme Documentation**”), shall be deemed to be the listing particulars for the purpose of the Listing Rules, and should be read in its entirety. This Programme Memorandum has been approved by the Listing Executive Committee of the SEM (“**LEC**”) on 14 May 2019.

The maximum aggregate nominal amount of all Notes that may be issued by the Issuer from time to time under the Programme will not exceed **EUR 50,000,000** (or its equivalent in other currencies at the time of issue). IOST proceeded with issues of Tranches of Notes under the Programme for an aggregate amount of c. EUR 18 million (in a mix of MUR, Euro and USD) (collectively the “**First Issue**”). The Notes of the First Issue were offered by way of a private placement to Sophisticated Investors. The Applicable Pricing Supplement for the First Issue shall be read in conjunction with this Programme Memorandum.

The Notes may, or may not, be listed on a Financial Exchange. The listing status will be specified in the Applicable Pricing Supplement. In the event that the Notes are to be listed on a Financial Exchange operated by the SEM, permission of the LEC will be sought for the listing of the relevant Notes.

Application has been made to the SEM for the listing of the Notes of the First Issue and permission has been granted by the LEC on 14 May 2019 for the Notes of the First Issue to be admitted to listing on the Official Market of the SEM by way of private placement. The first date of trading will be specified in the First Applicable Pricing Supplement (as defined below). The Issuer did not apply, and will not apply, for listing of the Notes of the First Issue on any other Financial Exchange.

As at the date of this Programme Memorandum, the Notes of the First Issue or the Notes to be issued hereunder are not rated by any rating agency. However, the Issuer may at any time obtain a rating from a rating agency for any issue of Notes issued pursuant to the terms of this Programme, in which case such rating will be indicated in the Applicable Pricing Supplement.

Prospective investors in the Notes should ensure that they understand the nature of the relevant Notes and the extent of their exposure to risks and that they consider the suitability of the relevant Notes as an investment in light of their own circumstances and financial condition.

**LEC/P/03/2019**

***Issuer***

IOST Company Ltd

***Arranger***

MCB Capital Markets

## **IMPORTANT NOTICES**

### **CONFIDENTIALITY**

This Programme Memorandum is being made available for information purposes. Any Notes to be offered under this Programme Memorandum are intended to be distributed by such ways as may be permitted under Mauritius laws, as will be specified in the Applicable Pricing Supplement. Where the distribution is by way of private placement, Investors must keep the contents of this Programme Memorandum strictly private and confidential and for their exclusive use. All recipients of this Programme Memorandum acknowledge and agree to be bound by the terms of this confidentiality notice. This Programme Memorandum may not be reproduced or used in whole or in part for any other purpose or furnished to any person other than the persons to whom copies have been sent.

### **SELLING RESTRICTIONS**

The circulation and distribution of this Programme Memorandum in certain jurisdictions may be restricted by law. Persons who may come into possession of this Programme Memorandum are required to inform themselves of, and to observe, any such restrictions. This Programme Memorandum does not constitute an offer to sell, or a solicitation of an offer to buy, a security in any jurisdiction in which it is unlawful to make such an offer or to any person to whom it is unlawful to make such an offer or solicitation in such jurisdiction.

### **RESPONSIBILITY STATEMENTS & DISCLAIMERS**

The directors of the Issuer, whose name appear in page 21, collectively and individually accept full responsibility for the accuracy or completeness of the information contained in this Programme Memorandum and confirm, after having made all reasonable enquiries, that this Programme Memorandum complies with the Securities Act 2005 (including applicable rules and/or regulations issued by the FSC thereunder) and that this Programme Memorandum contains or incorporates all information which is material in the context of the issue and the offering of the Notes, that the information contained or incorporated in this Programme Memorandum is true and accurate in all material respects and is not misleading, that the opinions and the intentions expressed in this Programme Memorandum are honestly held and that there are no other facts, the omission of which would make this Programme Memorandum or any of such information or expression of any such opinions or intentions misleading.

A copy of the Programme Documentation, deemed to be the Listing Particulars, has been filed with the Financial Services Commission (the "FSC").

Neither the LEC, nor the SEM, nor the FSC assume any responsibility for the contents of this Programme Memorandum. The LEC, SEM and the FSC make no representation as to the accuracy or completeness of any of the statements made or opinions expressed in this Programme Memorandum and expressly disclaim any liability whatsoever for any loss arising from or in reliance upon the whole or any part thereof. The LEC, SEM and the FSC do not vouch for the financial soundness of the Issuer or for the correctness of any statements made or opinions expressed with regard to it.

Any information on taxation contained in this Programme Memorandum is a summary of certain tax considerations but is not intended to be a complete discussion of all tax considerations. The contents of this Programme Memorandum are not to be construed as investment, legal or tax advice. Investors should consult their own lawyer, accountant, or investment advisor as to legal, tax and related matters concerning their investment.

The Arranger and the other professional advisers have not separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by them as to the accuracy or completeness of the information contained in this Programme Memorandum or any other information provided by the Issuer. The Arranger and the other professional advisers do not accept any liability in relation to the information contained in this Programme Memorandum or any other information provided by the Issuer in connection with the Programme.

This Programme Memorandum, the Applicable Pricing Supplement and such other information provided in connection with the Programme, are not intended to provide a basis for any credit or other evaluation. Furthermore, nothing in this Programme Memorandum and/or the Applicable Pricing Supplement shall be construed as a recommendation by the Issuer and/or the Arranger that any recipient thereof should purchase

any Notes. Prospective investors should use their own professional judgement when considering a subscription to the Notes.

Each Investor contemplating the purchase of any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer.

**OTHER IMPORTANT INFORMATION**

Save as otherwise indicated, the financial information regarding the Issuer set out in this Programme Memorandum has been derived from its audited annual report as at 31 December 2017. The Issuer’s audited financial statements which have been prepared in accordance with International Financial Reporting Standards are presented in USD, the reporting currency of the Issuer and were audited by its independent auditors.

For the purposes of calculating the MUR equivalent of the aggregate Nominal Amount of the Notes issued under the Programme from time to time, the MUR equivalent of the Notes denominated in another Specified Currency (as specified in the Applicable Pricing Supplement) shall be determined as of the date of the agreement to issue such Notes (the “**Agreement Date**”) on the basis of the spot rate for the sale of the MUR against the purchase of such Specified Currency in the Mauritian foreign exchange market quoted by any Primary Dealer selected by the Issuer on the Agreement Date (the “**Conversion Rate**”). In relation to Zero Coupon Notes and other Notes, the Conversion Rate shall be applied to the net subscription proceeds received by the Issuer for the relevant issue and as regard Partly-Paid Notes and Index-Linked Notes, the Conversion Rate shall be applied to the Nominal Amount regardless of the amount paid up on such Notes.

This Programme Memorandum is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see “**Documents Incorporated by Reference**”). This Programme Memorandum shall be read and construed on the basis that such documents are incorporated into and form part of this Programme Memorandum.

Approved by the Board (as defined below) of the Issuer on 17 April 2019 and signed on its behalf by:

Name: \_\_\_\_\_  
Capacity: Director

Name: \_\_\_\_\_  
Capacity: Director

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**A. AVAILABLE INFORMATION**

The Issuer will provide, without charge, to each Investor to whom a copy of this Programme Memorandum has been delivered, upon written request of such Investor, an electronic copy of any or all the documents relating to the Issuer incorporated herein by reference. Written requests for such documents should be directed to the Arranger at the address specified in the section of this Programme Memorandum headed "*General Information*".

## **B. DOCUMENTS INCORPORATED BY REFERENCE**

The following documents shall be deemed to be incorporated in, and to form part of, this Programme Memorandum:

- a) all supplements to this Programme Memorandum as may be issued by the Issuer from time to time;
- b) each Applicable Pricing Supplement in relation to any Series or Tranches of Notes to be issued under this Programme Memorandum;
- c) the Agency Agreement(s);
- d) the Noteholders' Representative Agency Agreement(s);
- e) in relation to secured Notes issued under this Programme Memorandum, the security documents creating the Security Interest set out in any Applicable Pricing Supplement;
- f) the annual report of the Issuer for each financial year, starting with financial year ending 31<sup>st</sup> December 2018. Upon registration as a reporting issuer (as defined in the Securities Act 2005), the Issuer will publish its interim financial report on a quarterly basis; and
- g) such other document as may be designated from time to time by the Issuer to be incorporated in, and to form part of, this Programme Memorandum.

Following publication of this Programme Memorandum, a supplement may be prepared by the Issuer. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Programme Memorandum or in a document which is incorporated by reference in this Programme Memorandum. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Programme Memorandum.

Investors in the Notes shall be deemed to have notice of all information contained in the Documents Incorporated by Reference into this Programme Memorandum, as if all such information were included in this Programme Memorandum. Prospective investors who have not previously reviewed such information should do so in connection with their application for purchase of the Notes.

The Issuer will, in the event of any significant new factor, material change, mistake or inaccuracy relating to information included in this Programme Memorandum which would materially affect the assessment of any Notes, prepare a supplement to this Programme Memorandum or publish a new programme memorandum for use in connection with any subsequent issue of Notes.

Any such new programme memorandum or programme memorandum as supplemented shall be deemed to have been substituted for the previous Programme Memorandum from the date of its issue.

## C. DEFINITIONS

Where any term is defined within the context of any particular clause or section in this Programme Memorandum, the term so defined, unless it is clear from the clause or section in question that the term so defined has limited application to the relevant clause or section, shall bear the meaning ascribed to it for all purposes in this Programme Memorandum, unless qualified by the terms and conditions of any particular Tranche of Notes (as defined in the Terms and Conditions) as set out in the Applicable Pricing Supplement or unless the context otherwise requires. Expressions defined in this Programme Memorandum shall bear the same meanings in supplements to this Programme Memorandum which do not themselves contain their own definitions.

Any reference in this Programme Memorandum to any statute, regulation or other legislation shall be a reference to that statute, regulation or other legislation at the date of this Programme Memorandum, as amended or substituted from time to time.

In this Programme Memorandum, unless inconsistent with the context or separately defined in the Applicable Pricing Supplement, the following expressions shall have the following meanings:

<b>Agent</b>	The entity acting as registrar, calculation, transfer and/ or paying agent under the Agency Agreement
<b>Agency Agreement</b>	An agreement entered into between the Issuer and the Agent on or about the date hereof setting out the rights and obligations of the parties thereunder as may be further supplemented and/or amended and/or restated from time to time
<b>Applicable Pricing Supplement</b>	The pricing supplement completed and signed by the Issuer in relation to one or more Tranches(s) of Notes, setting out the additional and/or other terms and conditions as are applicable to the said Tranche(s) of Notes, based upon the <i>pro forma</i> pricing supplement appended in Appendix 2
<b>Applicable Procedures</b>	The rules, guidelines and operating procedures of the relevant Stock Exchange
<b>Application Form</b>	The application form approved by the Issuer for subscription of Notes to be issued hereunder. Such application form will be provided to Qualified Investors together with any final Applicable Pricing Supplement
<b>Business Day</b>	Unless otherwise specified in the Applicable Pricing Supplement, a day (other than a Saturday or Sunday or public holiday) which is a day on which commercial banks settle MUR payments in Mauritius, save that if the Specified Currency is not MUR, 'Business Day' shall mean a day (other than a Saturday or Sunday or public holiday) which is a day on which commercial banks and foreign exchange markets settle payments in the principal financial centre of the Specified Currency
<b>CDS</b>	The Central Depository & Settlement Co. Ltd
<b>Certificate</b>	The certificate to be issued by the Issuer to a Noteholder with respect to the Notes issued to that Noteholder in certificated form

<b>Class of Noteholders</b>	The holders of a Tranche of Notes, a Series of Notes or, where appropriate, the holders of different Tranches of Notes or Series of Notes
<b>Companies Act</b>	The Companies Act 2001 of the Republic of Mauritius
<b>Condition</b>	Means a condition specified in the section 'Terms and Conditions of the Notes'
<b>Day Count Fraction</b>	The day count fraction as specified in the Applicable Pricing Supplement
<b>DEM</b>	The Development & Enterprise Market of the SEM
<b>Early Redemption Amount</b>	The amount at which the Notes will be redeemed by the Issuer pursuant to the provisions of Condition 11, as set out in Condition 8.4
<b>Encumbrance(s)</b>	Any mortgage, charge, lien, pledge, assignment, hypothecation, preferential right, or any other security interest or arrangement
<b>EUR</b>	The lawful currency of the European Union
<b>EURIBOR</b>	The relevant Euro Interbank Offered Rate, as indicated in the Applicable Pricing Supplement
<b>Event of Default</b>	An event of default set out in Condition 11
<b>Final Redemption Amount</b>	The amount of principal payable in respect of each Note upon final redemption thereof, as specified in the Applicable Pricing Supplement
<b>Financial Exchange</b>	The SEM or its successor, and/or any further financial exchange or financial exchanges on which any Notes may be listed, and references in this Programme Memorandum to the "relevant Financial Exchange(s)" shall, in relation to any Notes, be references to the financial exchange(s) or stock exchange(s) on which such Notes are from time to time, or are intended to be, listed subject to applicable laws
<b>First Applicable Pricing Supplements</b>	Means the three Applicable Pricing Supplement issued by the Issuer in relation to the Notes of the First Issue, amended solely for the purpose of the listing of the aforementioned Notes on the Official Market of the SEM, and approved by the Board on 17 April 2019
<b>Fixed Rate Notes</b>	Notes which will bear interest at a fixed Interest Rate as more fully described in Condition 6
<b>Floating Rate Notes</b>	Notes which will bear interest at a floating Interest Rate as more fully described in Condition 6
<b>GBP</b>	The lawful currency of the United Kingdom
<b>Group or IOST Group</b>	The Issuer together with its subsidiaries and affiliates, if any

<b>Higher Redemption Amount</b>	Where applicable, means the amount as may be specified in the Applicable Pricing Supplement
<b>Implied Yield</b>	In relation to Zero Coupon Notes, means the price specified as the reference price in the Applicable Pricing Supplement
<b>Instalment Notes</b>	Notes issued at the same date but maturing on different Instalment Dates (as indicated in the Applicable Pricing Supplement)
<b>Interest Amount</b>	The amount of interest payable, in respect of each Nominal Amount of Notes outstanding, in accordance with Condition 6
<b>Interest Commencement Date</b>	The first date from which interest on the Notes will accrue, as specified in the Applicable Pricing Supplement
<b>Interest Payment Date</b>	Save as otherwise specified in the Applicable Pricing Supplement, each date which occurs after a certain period following the preceding Interest Payment Date (being such period as is specified in the Applicable Pricing Supplement) or, in the case of the first Interest Payment Date, after the Interest Commencement Date
<b>Interest Period</b>	Save as otherwise specified in the Applicable Pricing Supplement, means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date, and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next Interest Payment Date
<b>Interest Rate</b>	The rate or rates of interest applicable to Notes other than Zero Coupon Notes as indicated in the Applicable Pricing Supplement
<b>Issuer</b>	IOST Company Ltd, a public company incorporated under the laws of the Republic of Mauritius, with company number C118171 and having its registered office at IFS Court, Bank Street, TwentyEight, Cybercity Ebene 72201, Mauritius
<b>Issue Date</b>	Means the date on which the Notes will be issued in accordance with the relevant Applicable Pricing Supplement
<b>Issue Price</b>	Means the price of the Notes as specified in the relevant Applicable Pricing Supplement
<b>Last Day to Register</b>	With respect to a particular Series of Notes (as specified in the Applicable Pricing Supplement), the last date or dates preceding a Payment Day on which the Agent will accept Transfer Forms and record the transfer of Notes in the Register for that particular Series of Notes and where after the Register is closed for further transfers or entries until the Payment Day
<b>LIBOR</b>	The relevant London Interbank Offered Rate, as indicated in the Applicable Pricing Supplement
<b>Margin</b>	Has the meaning ascribed thereto in the Applicable Pricing Supplement

<b>Minimum Redemption Amount</b>	Where applicable, means the amount as may be specified in the Applicable Pricing Supplement
<b>MUR</b>	The lawful currency of the Republic of Mauritius
<b>Nominal Amount</b>	In relation to any Note, the total amount, excluding interest and any adjustments on account of any formula, owing by the Issuer under any Note
<b>Noteholders</b>	The holders of Notes as recorded in the Register kept by the Agent as per the Terms and Conditions
<b>Noteholders' Representative</b>	A person duly authorised to act on behalf of a Noteholder and appointed pursuant to the Noteholders' Representative Agency Agreement
<b>Noteholders' Representative Agency Agreement</b>	The agency agreement entered into between the Issuer and the Noteholders' Representative appointing the Noteholders' Representative with the aim of providing for the protection of the rights and entitlements of Noteholders
<b>Notes</b>	The Notes to be issued from time to time by the Issuer under the Programme
<b>Optional Redemption Amount</b>	The amount specified in the Applicable Pricing Supplement payable by the Issuer upon the redemption of Notes at the option of the Issuer
<b>Optional Redemption Date(s)</b>	The date(s) specified in the Applicable Pricing Supplement being the dates(s) on which the Issuer will effectively redeem Notes
<b>Partly Paid Notes</b>	Notes which are issued with the Issue Price partly paid and which Issue Price is to be paid-up fully by the Noteholder in instalments (as indicated in the Applicable Pricing Supplement)
<b>Payment Day</b>	Any day which is a Business Day and upon which a payment is due by the Issuer in respect of any Note
<b>Perpetual Bonds</b>	Has the meaning ascribed to that term in the First Applicable Pricing Supplements, such bonds were issued to raise funds to part finance the purchase of shipping vessels
<b>Programme</b>	This <b>EUR 50 Million</b> (or its equivalent in other currencies) notes programme, as amended from time to time, under which the Issuer may from time to time issue Notes
<b>Programme Amount</b>	The maximum aggregate Nominal Amount of all Notes that may be outstanding at any one time under the Programme by the Issuer shall be <b>EUR 50 Million</b> (or its equivalent in other currencies at the time of issue) or such increased amount as may be determined by the Issuer from time to time, subject to the applicable procedures and laws
<b>Programme Date</b>	The date of this Programme Memorandum being 21 December 2018

<b>Qualified Investors</b>	Means the investors selected by the Issuer, including Sophisticated Investors, and those eligible investors that have shown an interest in subscribing to Notes to be issued under this Programme. These investors are acceptable to SEM and are knowledgeable and understand the risks of investing in specialist debt instruments
<b>Reference Price</b>	In relation to Zero Coupon Notes, means the price specified as the reference price in the Applicable Pricing Supplement.
<b>Register</b>	The register maintained by the Agent in terms of Condition 16
<b>Relevant Date</b>	In respect of any payment relating to the Notes, the date on which such payment first becomes due
<b>Repo Rate</b>	The Repo Rate as set from time to time by the Bank of Mauritius
<b>Restricted Countries</b>	All countries other than the Republic of Mauritius
<b>Security Interest</b>	Any guarantee, mortgage, charge, encumbrance, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement (whether conditional or otherwise) having or intended to have a similar effect
<b>Series</b>	A Tranche of Notes together with any further Tranche or Tranches of Notes which are: (i) expressed to be consolidated and form a single series; and (ii) identical in all respects (including as to listing if any) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices
<b>Sophisticated Investors</b>	Has the meaning ascribed to it under the Securities Act 2005 and includes for the purposes of this Programme Memorandum, any person acting under the advice of an investment adviser or investment dealer duly licensed by the FSC
<b>Special Resolution</b>	In relation to Noteholders or to Noteholders of a Tranche or Series of Notes, a resolution passed at a properly constituted meeting of such Noteholders duly convened and held in accordance with the provisions of the Noteholders' Representative Agency Agreement (i) upon a show of hands, by a majority of not less than 75% of the voting rights attached to the Notes voted by Noteholders present in person or by proxy or (ii) if a poll is duly demanded, by a majority of not less than 75% of the votes cast at such poll by the Noteholders present in person or by proxy.
<b>Specified Currency</b>	In relation to a Tranche of Notes, any currency indicated in the Applicable Pricing Supplement in respect of that Tranche of Notes
<b>Terms and Conditions</b>	The Terms and Conditions incorporated in the section headed " <i>Terms and Conditions of the Notes</i> " and in accordance with which the Notes will be issued
<b>Tranche</b>	In relation to any particular Series, all Notes which are identical in all respects (including as to listing if any).

**Transfer Form**

The written form for the transfer of a Note, in the form approved by the Issuer and available upon request from the Agent

**USD**

The lawful currency of the United States of America

**Zero Coupon Notes**

Notes that will be issued at a discount to their Nominal Amount or par value and such notes will not bear interest other than in the case of late payment

#### D. OVERVIEW OF THE PROGRAMME

This overview must be read as an introduction to this Programme Memorandum. Any decision to invest in any Notes should be based on consideration of this Programme Memorandum as a whole, including the documents incorporated by reference.

#### PARTIES

<b>Issuer</b>	<b>IOST Company Ltd</b> , a public company incorporated in accordance with the company laws of the Republic of Mauritius with company number C118171 and having its registered office at IFS Court, Bank Street, TwentyEight, Cybercity Ebene 72201, Mauritius
<b>Arranger</b>	<b>MCB Financial Advisers</b> , trading under the name of <b>MCB Capital Markets</b> , a private company incorporated in accordance with the company laws of the Republic of Mauritius with business registration number C17145952 and having its registered office at Sir William Newton Street, Port Louis, Mauritius
<b>Agent</b>	<b>MCB Registry &amp; Securities Ltd</b> Sir William Newton Street, Port Louis, Mauritius Tel: +230 202 5000 Email: mcbrs@mcbcm.mu
<b>Noteholders' Representative</b>	<b>ENSAfrica (Mauritius)</b> 19, Church St, Port Louis 11327 Port Louis, Mauritius
<b>Noteholders</b>	The holders of Notes as recorded in the Register kept by the Agent as per the Terms and Conditions or the CDS (depending on the listing status of the Notes)

#### GENERAL

<b>Description of Programme</b>	Notes may be denominated in any currency specified in the Applicable Pricing Supplement with any agreed maturity, subject to compliance with all applicable legal and/or regulatory restrictions.
<b>Programme Amount</b>	The maximum aggregate Nominal Amount of all Notes outstanding that may be issued under the Programme by the Issuer shall be <b>EUR 50 Million</b> (or its equivalent in other currencies) or such increased amount as is determined by the Issuer from time to time, subject to the applicable procedures and laws
<b>Terms and Conditions</b>	The terms and conditions of the Notes set out in the section headed " <i>Terms and Conditions</i> " below
<b>Use of Proceeds</b>	The proceeds from the issue of the Notes shall be applied by the Issuer in the manner specified in the Applicable Pricing Supplement
<b>Distribution</b>	Notes will be distributed by way of private placement or any other means permitted under the laws of Mauritius, and in each case on a syndicated or non-syndicated basis as may be determined by the Issuer and the Arranger, and reflected in the Applicable Pricing Supplement
<b>Specified Currency</b>	United States Dollars or, subject to all applicable laws, such other currency as is specified in the Applicable Pricing Supplement
<b>Rating</b>	The Programme has no rating. If any issue of Notes under the Programme is to be rated, the rating of such Notes will be specified in the Applicable Pricing Supplement. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency

<b>Listing</b>	The Notes may be listed on any Stock Exchange(s). The listing status of the Notes will be as specified in the Applicable Pricing Supplement
<b>Form of Notes</b>	Notes may be issued in inscribed form and/or in certificated form as may be specified in the Applicable Pricing Supplement
<b>Interest</b>	Notes may be interest-bearing or non-interest bearing, as specified in the Applicable Pricing Supplement. Interest (if any) may accrue at a fixed rate or a floating rate or other variable rate or be index-linked, or any other method as determined by the Issuer in the Applicable Pricing Supplement. The method of calculating interest may vary between the issue date and the maturity date of any Notes issued hereunder
<b>Interest Payment Date(s)/Interest Payment Period(s)</b>	The Interest Rate, Interest Payment Date(s) and Interest Period(s), if any, applicable to a Tranche of Notes will be as specified in the Applicable Pricing Supplement
<b>Notes</b>	<p>Notes may comprise of:</p> <ul style="list-style-type: none"> <li>• <b>Fixed Rate Notes</b></li> </ul> <p>Notes that will bear interest at a fixed interest rate as indicated in the Applicable Pricing Supplement and as more fully described in Condition 6.1 of the Terms and Conditions</p> <ul style="list-style-type: none"> <li>• <b>Floating Rate Notes</b></li> </ul> <p>Notes that will bear interest as indicated in the Applicable Pricing Supplement and as more fully described in Condition 6.2 of the Terms and Conditions</p> <ul style="list-style-type: none"> <li>• <b>Index-Linked Notes</b></li> </ul> <p>Any payments (whether in respect of interest on Indexed Interest Notes or in respect of principal on Indexed Redemption Amount Notes and whether at maturity or otherwise) under such Index-Linked Notes will be calculated by reference to such index and/or formula as may be specified in the Applicable Pricing Supplement</p> <ul style="list-style-type: none"> <li>• <b>Index Interest Notes</b></li> </ul> <p>Notes in respect of which the Interest Rate will be calculated by reference to such index and/or formula as may be specified in the Applicable Pricing Supplement</p> <ul style="list-style-type: none"> <li>• <b>Index Redemption Notes</b></li> </ul> <p>Notes in respect of which the amount payable in respect of principal is calculated by reference to an index and/or formula as may be specified in the Applicable Pricing Supplement</p> <ul style="list-style-type: none"> <li>• <b>Mixed Rate Notes</b></li> </ul> <p>Notes that will bear interest over respective periods at the rates applicable for any combination of Fixed Rate Notes, Floating Rate Notes, Zero Coupon Notes or Index-Linked Notes, each as specified in the Applicable Pricing Supplement</p> <ul style="list-style-type: none"> <li>• <b>Zero Coupon Notes</b></li> </ul> <p>Notes that will be issued at a discount to their Nominal Amount or par value and may be redeemed at a premium to their Nominal Amount or par value. Such notes will not bear interest other than in the case of late payment</p> <ul style="list-style-type: none"> <li>• <b>Other Notes</b></li> </ul>

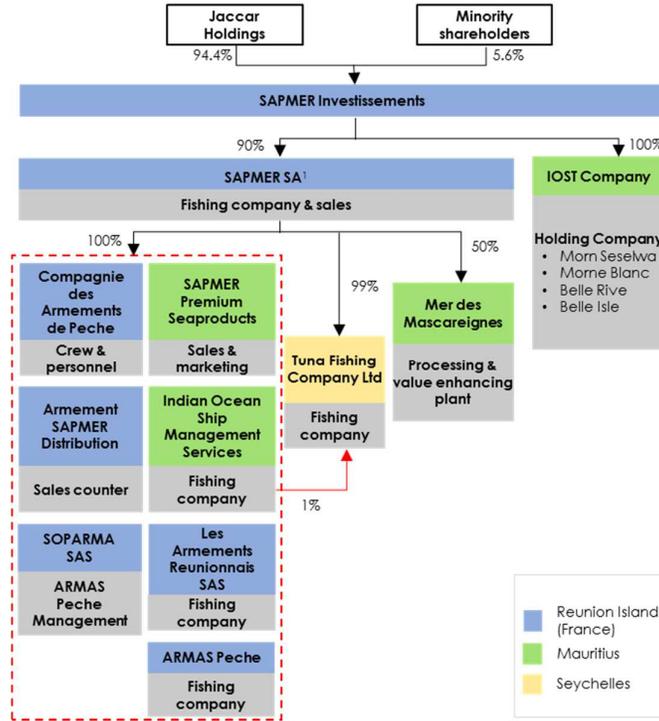
	Terms applicable to any other type of Notes which are not specifically contemplated under this Programme Memorandum will be set out in the Applicable Pricing Supplement
<b>Status and Characteristics of the Notes</b>	The Notes may, at the Issuer's election, be issued as secured or unsecured Notes. Where the Issuer elects to issue secured Notes, it will grant any Security Interests it deems appropriate over any of its assets to the benefit of the Noteholders through the Noteholders' Representative. The type and extent of any Security Interest will be clearly set out in the Applicable Pricing Supplement
<b>Form of the Notes</b>	Notes will be issued in accordance with the laws of the Republic of Mauritius and the Issuer's constitutive documents. Notes shall be issued either in inscribed form or in certificated form. Where Notes are issued in certificated form, a certificate substantially in the form set out at Appendix 1 will be issued and sent to successful subscribers
<b>Issue and Transfer Taxes</b>	As at the date hereof, no securities transfer tax or any similar tax other than the stamp duty payable under the Stamp Duty Act 1990, is payable in respect of the issue, transfer or redemption of the Notes. Any future transfer duties and/or taxes that may be introduced in respect of (or may be applicable to) the transfer of Notes will be for the account of Noteholders
<b>Issue Price</b>	Notes may, at the election of the Issuer, be issued on a fully paid or a partly paid basis and at their Nominal Amount or at a discount or premium to their Nominal Amount as specified in the Applicable Pricing Supplement
<b>Maturity of Notes</b>	Such maturity as may be agreed between the Issuer and the Arranger as indicated in the Applicable Pricing Supplement. The Notes will not be subject to any minimum or maximum maturity
<b>Redemption</b>	The Applicable Pricing Supplement relating to each Tranche of Notes will indicate either:  (a) that the Notes may only be redeemed prior to their stated maturity (other than in specified instalments, if applicable) following specific triggers/events including an Event of Default; or  (b) that such Notes will also be redeemable at the option of the Issuer upon giving not less than 15 nor more than 30 days' irrevocable notice (or such other notice period, if any, as is indicated in the Applicable Pricing Supplement) to the Noteholders on a date or dates specified prior to such stated maturity and at a price or prices and on such terms as are indicated in the Applicable Pricing Supplement
<b>Register</b>	The Register maintained by the Agent as per of the Terms and Conditions
<b>Taxation</b>	As at the date of this Programme Memorandum, all payments in respect of the Notes will be made, subject, as appropriate, to tax deduction at source as further described in the section headed "Mauritian Taxation"
<b>Selling Restrictions</b>	The distribution of this Programme Memorandum and/or any Applicable Pricing Supplement and any offering or sale of or subscription for Notes may be restricted by law in the Restricted Countries as is the case in the Republic of Mauritius. The Notes issued under this Programme shall, unless otherwise specified in the Applicable Pricing Supplement, be offered for sale or subscription only in the Republic of Mauritius and in accordance to the applicable laws of Mauritius. Persons who come into possession of this Programme Memorandum and/or any Applicable Pricing Supplement must inform themselves about and observe all applicable selling restrictions
<b>Governing Law</b>	The Notes and this Programme Memorandum will be and are governed by and construed in accordance with the laws of the Republic of Mauritius

## E. DESCRIPTION OF SAPMER GROUP AND OF THE ISSUER

### OVERVIEW OF SAPMER

In 1947, SAPMER’s fishing activities started in the southern seas bordering Antarctica, in the Saint Paul and Amsterdam Islands where the Rock Lobster, also known as “Jasus Paulensis” can be exclusively found. SAPMER has since expanded its activities with toothfish and tuna fishing, in the mid-80s and 2009 respectively. SAPMER uses technologies and processes that are unique in the Indian Ocean.

SAPMER’s organization structure consists of companies incorporated in Mauritius, Seychelles and Reunion Island.



\* SAPMER SA is a leading seafood company and was incorporated in Reunion Island in 1947. It is listed on the Euronext Growth in Paris, with a market capitalisation of c. €77.7 million as at 14th November 2018.

SAPMER is involved in three types of seafood:

#### (I) Tuna

SAPMER operates a fleet of 9 tuna seiners with a capacity of 1,000 tons each for Ahi Tuna and Skipjack fishing. In 2017, tuna accounted for c. 60.5% of SAPMER’s total revenue. There are 2 types of tuna caught in the Indian Ocean: Ahi Tuna and Skipjack Tuna. Tuna is wild caught (no farming) and provide many beneficial and essential nutrients. It is specifically a rich source of protein, and essential macronutrient. The deep freezing (-40°) dry capacity of SAPMER’s vessels preserves the quality of these products, resulting in healthier tuna with reduced salt absorption and better yields for manufacturers.

Tuna is sold either as standard (unprocessed) tuna or premium (processed or unprocessed) tuna. Standard tuna is sold to canneries, and premium tuna is sold either under white labels or the SAPMER brand. Sale of standard tuna occurs through trading activities in order to seize the best opportunities in the global market (the principal markets are Seychelles, Mauritius, Bangkok, and Spain). Meanwhile, processed tuna is in the form of steaks and backs, loins and fillets, cuts and co-products. The processing is carried out in a factory called Mer des Mascareignes (held as a joint venture) in Mauritius, with an annual capacity of 9,000 tons.

## **(II) Patagonian Toothfish**

SAPMER has 4 longliner vessels dedicated to toothfish fishing. This segment contributed c. 35% to total revenue in 2017. Known as the “white gold”, toothfish is a rare delicacy and highly prized by the Asian and North American high-end markets. SAPMER is the world leader in toothfish fishing, with between 11.5% and 13.3% of worldwide quotas each year.

High demand for toothfish, mainly driven by the Asian and American markets combined with the introduction of regulatory supply quotas, contributes to the steady increase in the price of toothfish. The price has reached above US\$30/kg especially during events such as the New Year and has grown by a CAGR of 7% per year since 2000. In an environment with stable quotas and competition over the resource, the price of toothfish will continue to grow and toothfish will consolidate its position as a very high-end product reserved for very affluent clientele.

## **(III) Rock Lobster (*Jasus Paulensis*)**

One pot vessel is used to fish Rock Lobster. This product accounted for c. 4% of total revenue in 2017. It is differentiated from other types of lobster by its firmer, pink flesh and refined taste. With its natural characteristics and exceptional taste, it is particularly popular in Japan. SAPMER holds 50% of the worldwide quota for this species.

SAPMER is the only fishing company allowed to catch this crustacean in the marine nature reserve around the islands of St. Paul and Amsterdam. On top of this monopoly position, the potential costs of market penetration are relatively high, which limits the entry of a new player in the event of new quota allocations.

This lobster is very popular in Japan, where it symbolizes longevity in the Japanese tradition of the New Year. Its price predominantly depends on the evolution of the demand from the Japanese market, which has positively driven overall demand since 2012.

SAPMER’s products are sold in the retail market under white labels and the SAPMER brand (primarily in China). Some of the main distributors include Food Lovers Supermarket, Carrefour, Picard and Costo Wholesale. In Reunion Island, SAPMER sells premium products directly to professionals or private individuals via its fine seafood’s market called the COMPTOIR (COUNTER). Additionally, the COMPTOIR also offers activities dedicated to all the Reunion island gourmets such as preparation workshops, product tastings and cooking classes organized throughout the year.

SAPMER’s products are also known for their superior quality compared to the traditional standard, thanks to the deep freezing capability of the vessels. This high level of quality is also enhanced by the cold storage facilities. Storehouses with an area of 15 000 m<sup>3</sup> representing 2,000 tons of storable products (Rock Lobsters and Patagonian Toothfish) at -20°C are available at the SAPMER’s site in Reunion Island. The plant in Mauritius has a large cold storage capacity, in which fish is stored at an ultra-low temperature of -40°C while guaranteeing ultimate freshness. Transportation in refrigerated containers is also carried out at very low temperatures to ensure the “fresher than fresh” standard is maintained throughout the supply chain.

## Asset Portfolio of the Group

Vessel type	Vessel	Construction year	Age (years)
<b>Tuna seiners</b>	Franche Terre	2009	9.3
	Bernica	2010	8.0
	Manapany	2010	8.5
	Dolomieu	2012	6.6
	Belouve	2012	6.2
	Belle Rive	2013	5.2
	Belle Isle	2014	4.9
	Morn Seselwa	2014	3.9
	Morne Blanc	2015	3.4
<b>Longliners (toothfish)</b>	Croix du Sud	1999	31.9
	Ile Bourbon	2001	17.2
	Mascareignes III	2001	17.0
	Albius	2002	16.7
	Cap Horn	2002	16.7
<b>Pot vessel</b>	Austral	1992	26.8
<b>Assistance vessels</b>	Maloya	1995	23.0
	Balbaya	2006	12.0

### Highly regulated fishing zones

SAPMER carries out its fishing activities in the Indian Ocean and the Antarctic, mainly in Mauritius, Reunion, Mayotte, Seychelles, Iles Crozet, Iles Kerguelen and Iles Saint Paul & Amsterdam. It is the sole player to benefit from 3 different local flags and quotas: France (Reunion Island), Mauritius and Seychelles. SAPMER's three fisheries benefit from a strict framework that promotes sustainable management of the resources.

Toothfish fishing is carried out around Crozet and Kerguelen Islands and is regulated by the Convention on the Conservation of Antarctic Marine Living Resources ("CCAMLR")<sup>1</sup>. SAPMER has a quota representing about 55% of the French quotas. In the year 2017/2018, it was allocated a quota of 3,287 tons.

SAPMER catches lobster around the Saint Paul & Amsterdam islands. This is regulated by Terres Australes et Antarctiques Francaises ("TAAF") and SAPMER is the sole beneficiary of the quota to fish lobster in this region, with only one vessel (Austral) authorized to fish there. For 2017/2018, SAPMER was given a quota of 360 tons.

In the Indian Ocean, tuna is fished around Seychelles and Mayotte islands. The tuna species fished here are Ahi Tuna (Yellowfin) and Skipjack. This activity is regulated by the Indian Ocean Tuna Commission ("IOTC")<sup>2</sup>. SAPMER was allocated a quota of 17,368 tons for Yellow Fin in 2018.

### Global market

SAPMER sells its products throughout the world, in more than 30 countries to wholesalers, canneries, large retail chains and restaurant professionals. The main markets for SAPMER are Asia (43%), Europe (19%), Seychelles (17%) and Mauritius (10%).

Its distribution structure creates the optimal value for each product. Premium products (toothfish, rock lobster, and premium processed tuna) are sold immediately upon capture or through quarterly or annual contracts, for processed tuna. The standard quality tuna fished is sold to canneries. The sale of these products occurs through a trading activity in order to seize the best opportunities in the worldwide market (the principal markets are Seychelles, Mauritius, Bangkok, and Spain).

<sup>1</sup> CCAMLR was established in 1982 by an international convention with the objective of conserving Antarctic marine life.

<sup>2</sup> IOTC is an intergovernmental organization established in 1996 to coordinate the regulation and management of tuna and tuna-like species in the Indian Ocean.

## SAPMER's key strengths

- Strong market fundamentals for premium seafood

SAPMER is well positioned in sustainable and growing markets with strong positive market fundamentals. These include strong growth in the Asian and American luxury markets and natural growth in demand driven by world population growth and change in consumption preferences, such as consumers seeking 100% natural products. There is also an upward pressure on prices due to limited global fish stocks.

In addition to all these, SAPMER is benefiting from a favorable regulatory environment, as quotas are primarily allocated to fishing companies with proven reliability and quality.

- A group with an attractive profile

Since 1947, SAPMER has firmly established itself as a leader in the southern fishing zones and a responsible fishing company. It is thus a key player in 2 premium fishing segments: toothfish and Southern Rock Lobster. Meanwhile, in the Indian Ocean, SAPMER has a solid position with 3 different flags (Seychelles, Mauritius, and France) allowing them to secure fishing rights across various zones in the region.

Moreover, SAPMER has made significant investments in efficient logistics and production (vessels and processing plants). SAPMER has the most modern tuna fleet in the Indian Ocean, using technologies that enable it to augment the value of its catch. All these combined, alongside a global sales network and a historical brand with growing goodwill among customers, have catapulted SAPMER to a prime position which it leverages to control a large share of available quotas in each of its fishing segments.

- A balanced business model to capture growth

SAPMER's business model is price dynamic for premium products, which significantly reduces exposure to cycles. Moreover, added value for tuna end-products coupled with processing expertise enable SAPMER to capture most of the added value.

The management team has also demonstrated a high ability to implement a dynamic and profitable strategy as evidenced by the strong turnaround in financial performance since 2015. This culminated from a series of measures that improved SAPMER's operational efficiency and product positioning. These include among them, unloading 100% of the fish in Seychelles to reduce transportation time and increase fishing days, and altering the distribution model to target the retail market by selling products under the SAPMER brand and white labels.

- Commitment to sustainable fishing

SAPMER is highly committed to responsible and sustainable fishing in all its fisheries and is playing an active role in the preservation of marine resources, with strict compliance with regulations and quotas. In this respect, SAPMER is an active stakeholder in the Patagonian Toothfish preservation, with the fishing data recorded on each its longliners near the Kerguelen and Crozet Islands contributing to the scientific database on this resource.

Moreover, SAPMER is a founding member of the Fondation d'Entreprises des Mers Australes. SAPMER contributes to the work of the foundation by availing its fishing vessel, AUSTRAL, every three years to the Paris Natural History Museum, for scientific campaigns on the Patagonian Toothfish to determine the status of this resource. Its patrolling vessel, Osiris, is responsible for monitoring Patagonian Toothfish fishing zones in order to combat IUU (Illegal, Unreported, and Unregulated) fishing.

SAPMER is also a member of the International Seafood Sustainability Foundation (ISSF), which brings together industry experts, the World Wildlife Fund ("WWF") and the largest companies involved in tuna production. The foundation's mission is to safeguard the sustainability of tropical tuna stocks.

SAPMER's sustainability efforts are further enhanced by partnerships with entities such as researchers from the Paris Natural History Museum, who assist in improving knowledge of marine species in the French Southern and

Antarctic Lands. Also, through its membership of the Coalition of Legal Toothfish Operators (“Colto”), SAPMER participates in disseminating good fishing practices of the Patagonian Toothfish at an international level.

Consequently, SAPMER’s initiatives have been recognized through many certifications that attest its sustainable fishing practices. These include a certification from the Marine Stewardship Council (“MSC”) obtained in 2013, the Friend of the Sea in 2012, the FAD Free certification in 2016 and the Dolphin Safe label supported by the Earth Island Institute, obtained in 2011.

- Strong financial performance

SAPMER’s strategy is delivering strong financial performance. In the 2017 financial year, SAPMER recorded sales of €172.9m, representing a 6.4% year-on-year growth. Between 2011 and 2017, revenue grew by a CAGR of c. 14%.

In 2017, EBITDA stood at €45.9m (27% margin), and net income amounted to €21.7m. In the same year, tuna accounted for 60.5% of revenue, followed by toothfish (c. 35.2%) and lobster (c. 4.3%). However, toothfish was the most profitable, generating 73.4% of EBITDA, followed by tuna (c. 23.5%) and lobster (c. 3.1%).

Furthermore, SAPMER has been actively reducing its debt since 2015 and is now well positioned to tap into the debt capital markets with its multi-currency note programme. For instance, bank loans (including those related to ship financing) were reduced from €124.8m to €107.2m over the period 2015-2017. On the other hand, shareholders’ loans made when the company had urgent funding needs, have also been reduced significantly from €43.3m to €20.5m.

#### **OVERVIEW OF IOST COMPANY LTD**

IOST Company Limited, incorporated on 26 August 2013, is a public company incorporated in the Republic of Mauritius with company number C118171, holding a Category 1 Global Business Licence. The registered office of the Issuer is situated at IFS Court, Bank Street, TwentyEight, Cybercity Ebene 72201, Mauritius. As per its Constitution, the duration of the Issuer is unlimited.

The Issuer forms part of the SAPMER group of companies, whereby (i) Sapmer Investissements, a company incorporated in Reunion, is the Issuer’s immediate holding company and (ii) Jaccar Holding S.A. (“Jaccar”), an investment vehicle incorporated in France, is the Issuer’s ultimate holding company.

The objective of the Issuer is to acquire and hold, through its special purpose vehicles, deep sea fishing vessels for tuna fishing in the Indian Ocean. As of date, the Issuer holds investment in four special purpose vehicles established in Mauritius, whereby each company holds a shipping vessel. The special purpose vehicles rent the shipping vessels to other companies for tuna fishing in the Indian Ocean.

#### A. Management of the Company

The board of directors of the Issuer comprises of the following members:

Name	Biography	Nationality	Address
Jacques Marie Joseph Narcisse D’Armand de Chateauxvieux	Jacques d’Armand de Chateauxvieux is a French businessperson who founded JACCAR Holdings SA and who has been at the head of 14 different companies.  Mr. De Chateauxvieux received an MBA from Columbia University and an undergraduate degree from Institut Supérieur de Gestion.	French	84, Rue La Fontaine, 75016 Paris, France.

<p>Mohammad Akshar Maherally</p>	<p>Mr. Mohammad Akshar Maherally is a Director of Taxation at International Financial Services Ltd.</p> <p>Prior to joining IFS in September 2001, he was an Economic Analyst in the Economic Affairs and Fiscal Policies Departments of the Ministry of Finance (Mauritius). He currently oversees two teams having responsibility for a portfolio of around 300 clients. He also handles clients' tax affairs, and is involved in applied research, special assignments and recruitment. He is a director on a number of global business companies.</p> <p>He graduated with a First Class Bachelor of Science degree in Economics from the University of Mauritius and also holds an MBA (Finance) from the same university</p>	<p>Mauritian</p>	<p>Morcellement Fleuriot, Lane 1, Bonne Terre, Vacoas, Mauritius.</p>
<p>Gulshan Raj Ramgoolam</p>	<p>Gulshan Raj Ramgoolam, Manager at SANNE Mauritius, is a Member of the Association of Chartered Certified Accountants (ACCA) UK, and graduated with a Bachelors of Arts in Accounting and Finance from Middlesex University (UK). He has been with SANNE Mauritius for over 10 years and has developed in-depth knowledge of the financial services sector coupled with practical know-how on the operations, regulatory and compliance aspects for global business entities. He heads a team specialized in Closed-End Funds and oversees a diversified portfolio comprising of a mix of closed-end funds, investment managers and investment holding companies. He has also been involved in fund structuring and set-ups and has been exposed to the main areas of the industry including legal, tax, accounting, administration and corporate secretarial. He is also a director on a number of boards, including closed-ended funds and CIS Managers.</p>	<p>Mauritian</p>	<p>85, Avenue Rajcoomar, La Source, Quatre Bornes.</p>

**B. Directors' interest**

Insofar as is known to the Issuer, the directors, the chief executive officer of the Issuer and any of their associates (as known to each director having made all reasonable enquiries) have no interests in the equity or debt securities of the Issuer.

**C. Material interest**

There are no contracts or arrangement other than contract in ordinary course of business subsisting at the date of this Programme Memorandum in which a director of the Issuer is materially interested and which is significant in relation to the business of the Issuer.

**D. Loans and guarantees to Directors**

As at date of this Programme Memorandum, the Issuer has not granted any loans and/or guarantees to its Directors.

E. Shareholding structure

The shareholders, other than any director of the Issuer, who are directly or indirectly interested in 5% or more in the share capital of the Issuer are as follows:

Percentage Shareholding List	
Name	%
Sapmer Investissements	100

F. Subsidiaries of the Issuer

For the purposes of the Listing Rules, only particulars of subsidiaries whose profits or assets make, or will make, a material contribution to the figures in the next published accounts of the Issuer are being disclosed herein:

Name of Entity	Description of Business
<b>BELLE ISLE TUNA COMPANY</b>  Belle Isle Tuna Company is a company incorporated under the laws of the Republic of Mauritius having its registered office at IFS Court, Bank Street, TwentyEight, Cybercity Ebene 72201, Mauritius	Belle Isle Tuna Company owns the vessel Belle Isle (Ref: MR294). The vessel is a Mauritius flag vessel.  The company entered into a bareboat agreement with Indian Ocean Ship Management Services for the purpose of leasing the vessel. The company derives rental income from the lease of the vessel.
<b>BELLE RIVE TUNA COMPANY</b>  Belle Isle Tuna Company is a company incorporated under the laws of the Republic of Mauritius having its registered office at IFS Court, Bank Street, TwentyEight, Cybercity Ebene 72201, Mauritius	Belle Rive Tuna Company owns the vessel Belle Rive (Ref: MR293). The vessel is a Mauritius flag vessel.  The company entered into a bareboat agreement with Indian Ocean Ship Management Services for the purpose of leasing the vessel. The company derives rental income from the lease of the vessel.
<b>MORNE BLANC TUNA CIE</b>  Belle Isle Tuna Company is a company incorporated under the laws of the Republic of Mauritius having its registered office at IFS Court, Bank Street, TwentyEight, Cybercity Ebene 72201, Mauritius	Belle Rive Tuna Company owns the vessel Morne Blanc (Ref: MR50243). The vessel is a Seychelles flag vessel.  The company entered into a bareboat agreement with Tuna Fishing Company Ltd for the purpose of leasing the vessel. The company derives rental income from the lease of the vessel.
<b>MORN SESELWA TUNA CIE</b>  Belle Isle Tuna Company is a company incorporated under the laws of the Republic of Mauritius having its registered office at IFS Court, Bank Street, TwentyEight, Cybercity Ebene 72201, Mauritius	Morn Seselwa Tuna Cie owns the vessel Morn Seselwa (Ref: MR50235). The vessel is a Seychelles flag vessel.  The company entered into a bareboat agreement with Tuna Fishing Company Ltd for the purpose of leasing the vessel. The company derives rental income from the lease of the vessel.

G. Previous Bond Issue by the Company

IOST issued the Perpetual Bonds, being perpetual subordinated of a principal amount of USD 50,000 each, to certain investors on 16 April 2014 (“**Bond Issue Date**”). One feature of the Perpetual Bonds is a put option right provided to holders of the Perpetual Bonds who have signed a put option agreement. The put option can be exercised in Year 5 and Year 10 from the Bond Issue Date. As such, part of the proceeds of the Notes of the First Issue will be used to, as described in the First Applicable Pricing Supplements, finance the Perpetual Bonds in respect of investors having exercised their put option.

H. Consolidated Financials of SAPMER and Financials of IOST
**Statement of Financial Position (SAPMER)**

In thousands of Euro	31 Dec 2016	31 Dec 2017	31-Dec-18
Property, plant and equipment	234,605	217,509	215,361
Goodwill	8,337		
Other intangible assets	1,494	1,189	970
Joint venture	2,051	1,562	1,386
Financial assets and other receivables	955	1,448	2,705
<b>Total non-current assets</b>	<b>247,442</b>	<b>221,708</b>	<b>220,422</b>
Inventories	18,341	23,780	24,791
Trade accounts receivable	31,675	30,898	42,131
Prepaid expenses and other current assets	3,180	4,611	5,096
Current income tax assets	80	310	891
Derivative financial instruments	-	-	
Cash and cash equivalents	4,921	3,451	4,734
<b>Total current assets</b>	<b>58,197</b>	<b>63,050</b>	<b>77,643</b>
<b>Total assets</b>	<b>305,639</b>	<b>284,758</b>	<b>298,064</b>
Share capital	48,027	13,830	13,830
Redeemable preference shares	14,401		
Reserves	(25,816)	48,454	57,938
Conversion differences		(2,024)	(880)
Total attributable to equity holders of the Company	36,612	60,260	70,888
Non-controlling interests	4,531	6,871	7,920
<b>Total shareholders' equity</b>	<b>41,143</b>	<b>67,131</b>	<b>78,808</b>
Borrowings	183,753	120,653	105,143
Derivative financial instruments	418	-	
Deferred tax liabilities	11,582	10,840	12,341
Retirement benefit obligations	1,552	1,673	1,642
Provisions for other liabilities and charges	8,269	2,028	849
Other non-current liabilities	5	21,288	8,082
<b>Total non-current liabilities</b>	<b>205,579</b>	<b>156,483</b>	<b>128,056</b>
Borrowings	18,470	21,356	27,869
Derivative financial instruments	1,655	558	19
Trade accounts payable	23,067	15,762	30,241
Current income tax liabilities	767	727	-
Other current liabilities	14,958	22,741	33,071
<b>Total current liabilities</b>	<b>58,917</b>	<b>61,144</b>	<b>91,200</b>
<b>Total liabilities and shareholders' equity</b>	<b>305,639</b>	<b>284,758</b>	<b>298,064</b>

**Statement of Financial Position (IOST)**

In thousands of USD	31-Dec-16	31-Dec-17	31-Dec-18
<b>ASSETS</b>			
Plant and equipment	107,574	103,168	99,064
Investments in subsidiaries	-	-	-
<b>Non current assets</b>	<b>107,574</b>	<b>103,168</b>	<b>99,064</b>
Trade and other receivables	9,286	9,388	12,395
Cash and cash equivalents	55	18	18
<b>Current assets</b>	<b>9,341</b>	<b>9,406</b>	<b>12,414</b>
<b>Total assets</b>	<b>116,915</b>	<b>112,574</b>	<b>111,477</b>
<b>EQUITY</b>			
Share capital	25,685	25,685	25,685
Retained earnings/(accumulated losses)	2,968	2,475	2,027
Perpetual bond	24,600	24,600	24,600
Capital contribution			
<b>Total equity</b>	<b>53,254</b>	<b>52,761</b>	<b>52,312</b>
<b>LIABILITIES</b>			
Loans and borrowings	45,243	41,456	37,669
Trade and other payables	10,110	10,110	10,110
<b>Non current liabilities</b>	<b>55,353</b>	<b>51,566</b>	<b>47,779</b>
Loans and borrowings	3,787	3,787	3,787
Trade and other payables	1,523	1,467	1,266
Bank overdraft	2,999	2,994	6,333
<b>Total current liabilities</b>	<b>8,309</b>	<b>8,247</b>	<b>11,386</b>
<b>Total liabilities</b>	<b>63,661</b>	<b>59,813</b>	<b>59,165</b>
<b>Total equity and liabilities</b>	<b>116,915</b>	<b>112,574</b>	<b>111,477</b>

**Statement of Profit or Loss (SAPMER)**

In thousands of Euro	31 Dec 2016	31 Dec 2017	31 Dec 2018
<b>Revenue</b>	<b>162,455</b>	<b>172,945</b>	<b>180,930</b>
Other income	979	1,301	1,853
<b>Total income from activities</b>	<b>163,434</b>	<b>174,246</b>	<b>182,783</b>
Change in inventories of finished goods	(1,685)	5,113	(1,370)
Consumption of purchased materials	(40,842)	(44,384)	(50,499)
Other external expenses	(39,125)	(35,574)	(43,181)
Employee benefits expenses	(41,658)	(43,138)	(43,984)
Taxes and fishing licences	(6,826)	(8,195)	(8,282)
Other operating expenses and income, net	(3,314)	(2,163)	(1,780)
<b>Operating income/(loss) before depreciation and amortization</b>	<b>29,984</b>	<b>45,905</b>	<b>33,687</b>
Depreciation and amortization	(14,689)	(15,781)	(14,039)
<b>Operating income/(loss) recurring</b>	<b>15,295</b>	<b>30,124</b>	<b>19,648</b>
Other non-recurring operating expenses	(5,771)	3,482	-
<b>Operating income/(loss)</b>	<b>9,524</b>	<b>33,606</b>	<b>19,648</b>
Cost of net debt	(8,677)	(7,619)	(6,871)
Other financial income	5,683	(1,967)	(348)
Other financial expenses	(4,829)		
<b>Net finance costs</b>	<b>(7,823)</b>	<b>(9,586)</b>	<b>(7,219)</b>
Share in income in joint venture	202	(215)	(223)
<b>Income/(loss) from current operations before income tax</b>	<b>1,903</b>	<b>23,805</b>	<b>12,206</b>
Income taxes	(2,039)	(2,056)	(1,803)
<b>Net profit/(loss) for the period*</b>	<b>(136)</b>	<b>21,749</b>	<b>10,402</b>
<b>Attributable to:</b>			
Equity holders of the Company	(1,341)	19,465	9,181
Non-controlling interests	1,205	2,283	1,221

**\*Note:**

*The improvement in the financial performance over the period 2014-2017 is mainly due to the contribution of the lobster and toothfish fishing (25% of the total revenue growth for the period 2014-2017), combined with the rapid development of the tuna business. The turnaround in the historical financial performance of the Company was achieved on the back of various strategic initiatives taken by the company's new management which contributed to (i) a decrease of the fishing costs per kg fished (c.30%), (ii) a decrease of the logistics and processing cost (c. 25% per kg processed) and (iii) an increase of selling prices (by c. 30%)*

## Statement of Profit or Loss (IOST)

In thousands of USD	31-Dec-16	31-Dec-17	31-Dec-18
Revenue	11,282	8,797	8,937
Other expenses	(324)	(284)	(147)
<b>EBITDA</b>	<b>10,958</b>	<b>8,513</b>	<b>8,790</b>
Depreciation	(4,467)	(4,406)	(4,104)
<b>Operating profit/(loss)</b>	<b>6,491</b>	<b>4,107</b>	<b>4,686</b>
Finance (costs)/income	(3,187)	(3,120)	(3,659)
<b>Profit/(loss) before tax</b>	<b>3,304</b>	<b>987</b>	<b>1,027</b>
Income tax expense	-	-	-
<b>Profit/(loss) for the year</b>	<b>3,304</b>	<b>987</b>	<b>1,027</b>

## Statement of Cash Flows (SAPMER)

In thousands of Euro	31 Dec 2016	31-Dec-17	31 Dec 2018
Income before income tax	1,903	23,804	12,205
Share of income of associates	(202)	215	223
Increase (decrease) in depreciation, amortisation and provisions	23,140	7,597	13,704
Gains and losses on variations of fair value	278	(684)	(372)
Losses (gains) on the disposal of assets	197	366	634
Income taxes paid	(414)	(3,298)	(1,705)
<b>Self-financing cash-flows</b>	<b>24,902</b>	<b>28,000</b>	<b>24,690</b>
Changes in working capital items	(11,991)	(10,874)	(3,141)
Cost of debt	8,677	7,673	6,879
<b>Net cash used in operating activities</b>	<b>21,588</b>	<b>24,798</b>	<b>28,427</b>
Purchases of property, plant and equipment and intangible assets	(7,350)	(9,998)	(10,989)
Proceeds from sale of property, plant and equipment	6	7	46
Purchase/sales of investments and financial assets, net	-	(55)	(1,043)
<b>Net cash used in investing activities</b>	<b>(7,344)</b>	<b>(10,046)</b>	<b>(11,986)</b>
Subscription of redeemable preference shares and other capital increase	-	(50)	-
Dividends received from investments	160	153	(210)
Variations in debt from shareholders	-	-	-
Variations in debt from employees	19	649	5,088
Proceeds from short and long term borrowings	-	-	-
Cash repayments of amounts borrowed	(6,133)	(10,467)	(11,434)
Net interest paid	(7,855)	(7,734)	(7,116)
<b>Net cash provided by financing activities</b>	<b>(13,809)</b>	<b>(17,449)</b>	<b>(13,672)</b>
Net effect of currency translation on cash and cash equivalents and bank overdrafts	265	339	(115)
<b>Net decrease in cash and cash equivalents less bank overdrafts</b>	<b>700</b>	<b>(2,359)</b>	<b>2,654</b>
Cash and cash equivalents less opening bank overdrafts	1,351	1,899*	(460)
<b>Cash and cash equivalents less closing bank overdrafts</b>	<b>2,051</b>	<b>(460)</b>	<b>2,194</b>

### Note:

The cash and cash equivalents less opening bank overdrafts balance of Euro 1,899,000 for 2017 has a difference of Euro 152,000 with the cash and cash equivalents less closing bank overdrafts balance as at 31 Dec 2016 due to the restructuring of Sapmer Investissements and Sapmer Holding.

## Statement of Cash Flows (IOST)

In thousands of USD	31-Dec-16	31-Dec-17	31-Dec-18
<b>Cash flows from operating activities</b>			
Profit/(loss) before taxation	3,304	987	1,027
Adjustments for:			
Depreciation	4,467	4,406	4,104
Net finance costs/(income)	3,187	3,120	3,410
	<u>10,958</u>	<u>8,513</u>	<u>8,541</u>
Changes in:			
Trade and other receivables	(3,380)	(101)	(3,008)
Trade and other payables	(925)	(56)	(201)
<b>Net cash from operating activities</b>	<b><u>6,653</u></b>	<b><u>8,356</u></b>	<b><u>5,332</u></b>
<b>Cash flows from investing activities</b>			
Acquisition of plant and equipment	-	-	-
<b>Net cash used in investing activities</b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>-</u></b>
<b>Cash flows from financing activities</b>			
Proceeds from capital increase	624	-	-
Proceeds from capital contributions	-	-	-
Interest to bond holders	(1,472)	(1,480)	(1,476)
Payments of loan and borrowings	(3,352)	(3,787)	(3,787)
Net finance costs/(income)	(3,187)	(3,120)	(3,410)
Proceeds from new loan and borrowings			-
<b>Net cash used in financing activities</b>	<b><u>(7,387)</u></b>	<b><u>(8,387)</u></b>	<b><u>(8,672)</u></b>
Net (decrease)/increase in cash and cash equivalents	(734)	(31)	(3,340)
Cash and cash equivalents at 1 January	(2,210)	(2,944)	(2,975)
<b>Cash and cash equivalents at 31 December</b>	<b><u>(2,944)</u></b>	<b><u>(2,975)</u></b>	<b><u>(6,315)</u></b>
Cash and cash equivalents consist of:			
Cash in hand and at bank	55	18	18
Bank overdraft	(2,999)	(2,994)	(6,333)
	<u>(2,944)</u>	<u>(2,975)</u>	<u>(6,315)</u>

I. Working capital

The directors of the Issuer, after due and careful enquiry, certify that the working capital available to the company is sufficient for its present requirements, i.e. 12 months from the date of this amended Programme Memorandum.

J. Outlook and FY19 Trading Prospects

While the selling prices of two of the main caught species (Patagonian Toothfish and Skipjack Tuna) were in a downward trend, 2018 showed both SAPMER's resilience and also the first steps of the evolving business model that SAPMER is building.

In this respect, the renewal of the MSC Sustainable Fishery certification for our Patagonian Toothfish, the development of tuna fishery regulations in favor of a sustainable exploitation of the resource, the opening of a second SAPMER direct to consumer store in France, or the development of new products under the brand "Les Comptoirs Sapmer", are all illustrations of the evolution that SAPMER intends to pursue and promote in future years

For the 2018/19 campaign, the quota for Patagonian Toothfish is once again slightly lower, that of Rock Lobster slightly higher and those of tuna stable for 2019.

The prices of the three fisheries are at the beginning of the year below those recorded in 2018, but the euro/dollar exchange rate, and gasoil price are more favorable. Operational excellence in the conduct of fishing and the valorization of its products remain the core of the Group's strategy.

The consistent demand for wild 100% natural seafood, which benefits from a strict resource management and the quest for optimising operations, gives encouraging long-term prospects for SAPMER.

K. Material adverse change

There has been no material adverse change in the financial or trading position of the Issuer, from the date of last audited accounts of the Issuer until the date of this amended Programme Memorandum.

L. Legal and arbitration proceedings

The Issuer is not in the presence of any legal or arbitration proceedings which may have or have had in the past 12 months a significant effect on its financial position.

## F. TERMS AND CONDITIONS OF THE NOTES

*The following are the Terms and Conditions of the Notes to be issued by the Issuer under the Programme which will be incorporated by reference into each Note.*

Notes will be issued in individual Tranches which, together with other Tranches, may form a Series of Notes. Before the Issuer issues any Tranche of Notes, the Issuer shall complete and sign the Applicable Pricing Supplement, based on the *pro forma* Applicable Pricing Supplement included in this Programme Memorandum, setting out details of such Notes.

### 1. Issue

- 1.1 The Board of IOST approved the implementation of a multi-currency note programme of a maximum aggregate nominal value of EUR 50 Million pursuant to which the Issuer may issue one or more Tranches or Series of notes.
- 1.2 The Issuer may, at any time and from time to time (without the consent of any Noteholder), issue one or more Tranche(s) of Notes pursuant to the Programme, provided that the aggregate outstanding Nominal Amount of all of the Notes issued under the Programme from time to time does not exceed the Programme Amount.
- 1.3 Notes will be issued in individual Tranches which, together with other Tranches, may form a Series of Notes. A Tranche of Notes will be issued on, and subject to, the Applicable Pricing Supplement.
- 1.4 The Issuer may issue Notes to such applicants and on such dates as it deems appropriate. The Issuer reserves its right, in its sole discretion, to refuse any application in whole or in part, or to accept some applications for Notes in full and others in part, or to refuse all applications for Notes on any basis determined by it.
- 1.5 The Noteholders are deemed to have notice of, are entitled to the benefit of, and are subject to, all the provisions of the Applicable Pricing Supplement and the Noteholders' Representative Agency Agreement.
- 1.6 The Applicable Pricing Supplement for each Tranche of Notes is (to the extent relevant) incorporated herein for the purposes of those Notes and supplements these Terms and Conditions. The Applicable Pricing Supplement in relation to any Tranche of Notes may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the following Terms and Conditions, replace or modify the following Terms and Conditions for the purpose of such Tranche of Notes. The Applicable Pricing Supplement will be attached to each Certificate where applicable.
- 1.7 Notes will be issued in the Specified Currency.
- 1.8 As approved by the Board on 21 December 2018, 16 January 2019 and 27 February 2019 respectively, the Notes of the First Issue were issued by way of a private placement to Sophisticated Investors. The Notes have not been made available in whole or in part to the public prior to the listing date. Application is now being made for the listing of the Notes on the Official Market of the SEM to provide liquidity to the Noteholders.

## **2. Form and Denomination**

### **2.1 General**

Notes will be issued in such denominations as the Issuer may specify in the Applicable Pricing Supplement.

All payments in relation to the Notes will be made in the Specified Currency.

Each Note may be a Fixed Rate Note, Floating Rate Note, Zero Coupon Note, Partly Paid Note, Instalment Note, Mixed Rate Note, Index-Linked Note or such other types of Note as specified in the Applicable Pricing Supplement.

### **2.2 Form of the Notes**

Notes will be issued in accordance with the laws of the Republic of Mauritius and the Issuer's constitutive documents. Notes to be issued under the Programme will be issued either in inscribed form or in certificated form.

For Notes to be issued in inscribed form and where an application for listing on the Financial Exchange will be made, the Notes allotted to the successful applicant will be credited directly to his CDS Account within the time frame specified in the Applicable Pricing Supplements. Applicants for the Notes will be required to provide a copy of the relevant CDS statement. Applicants for the Notes who do not have a CDS Account will be required to open an account.

Where Notes are issued in certificated form, it will be represented by Certificates in the form appended in Appendix 1 and such Certificates shall constitute proof of ownership of the rights to Notes to which they refer.

Where Notes are issued in inscribed form, successful applicants will be issued with an allotment letter to confirm allotment of the Notes subscribed for. Legal ownership of Notes in inscribed form will be reflected in book entries recorded by the Agent on the Register which shall constitute the definitive evidence of the title of the Noteholder to the number of Notes shown against his name. The Register of Noteholders is to be kept by the Agent as per Condition 16.

Where the Notes are listed on the SEM, legal ownership of the Notes will be reflected in book entries recorded by the CDS and such records shall constitute the definitive evidence of the title of the Noteholder to the number of Notes shown in its CDS Account.

In relation to Notes of the First Issue, the Notes were issued in inscribed form legal ownership of the Notes (previously reflected in book entries recorded by the Registrar on the Register) will after the listing of the Notes and to the extent that the Noteholders have provided the Issuer with a CDS Account, be reflected in book entries recorded by the CDS.

## **3. Title**

Subject to what is set out below, title to Notes shall pass upon registration of transfer in the Register in accordance with Condition 15. The Issuer shall recognise and treat the registered holder of any Note as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes and shall not be bound to enter any

trust in the Register or to take notice of or to accede to the execution of any trust (express, implied or constructive) to which any Note may be subject.

#### **4. Status of the Notes**

Unless otherwise specified in the Applicable Pricing Supplement, the Notes will constitute subordinated and unsecured obligations of the Issuer and rank *pari passu* and without any preference among themselves and (save for certain debts required to be preferred by law) equally with all other present and future unsecured and subordinated obligations of the Issuer.

Where the obligations are expressed to be secured, the Issuer will grant one or more Security Interests over its assets, or procure that third parties provide such Security Interests as may be required, to the benefit of the Noteholders through the Noteholders' Representative and the type and extent of any such Security Interest will be clearly set out in the Applicable Pricing Supplement.

#### **5. Maturity of Notes**

The Notes will be issued with such maturity as may be agreed between the Issuer and the Arranger, and the maturity will be as indicated in the Applicable Pricing Supplement. The Notes will not be subject to any minimum or maximum maturity.

#### **6. Interest**

##### **6.1 Interest on Fixed Rate Notes**

###### *6.1.1 Interest Rate*

Each Fixed Rate Note shall bear interest on its Nominal Amount (or, if it is a Partly Paid Note, the amount paid up), until repaid or redeemed, from (and including) the Interest Commencement Date to (but excluding) the Maturity Date at the rate(s) per annum equal to the fixed rate specified in the Applicable Pricing Supplement.

###### *6.1.2 Interest Payment Dates*

Interest will be payable in arrears on the Interest Payment Date(s) specified in the Applicable Pricing Supplement and to Noteholders on the Register on the relevant Interest Payment Date(s).

###### *6.1.3 Calculation of Interest Amount*

Unless otherwise specified in the Applicable Pricing Supplement, each Interest Amount shall be calculated, for each Interest Period, by multiplying the Interest Rate (specified in the Applicable Pricing Supplement) by the Nominal Amount and then multiplying the product by the Day Count Fraction and rounding to the nearest smallest denomination of the Specified Currency, half of any such denomination being rounded upwards.

##### **6.2 Interest on Floating Rate Notes**

###### *6.2.1 Interest Rate*

The Interest Rate payable from time to time in respect of the Floating Rate Notes will be determined on the basis of the Reference Rate plus any Margin (if any) as specified in the Applicable Pricing

Supplement. The Issuer may, upon the occurrence of an event beyond its control, replace the Reference Rate with a successor rate.

#### *6.2.2 EURIBOR Determination*

Where EURIBOR determination is specified in the Applicable Pricing Supplement as the manner in which the Interest Rate is to be determined, the Interest Rate for each Interest Period will be the relevant EURIBOR Rate plus or minus (as specified in the Applicable Pricing Supplement) the Margin (if any).

#### *6.2.3 LIBOR Determination*

Where LIBOR determination is specified in the Applicable Pricing Supplement as the manner in which the Interest Rate is to be determined, the Interest Rate for each Interest Period will be the relevant LIBOR Rate plus or minus (as specified in the Applicable Pricing Supplement) the Margin (if any).

#### *6.2.4 Repo Rate Determination*

Where Repo Rate determination is specified in the Applicable Pricing Supplement as the manner in which the Interest Rate is to be determined, the Interest Rate for each Interest Period will be the relevant Repo Rate plus or minus (as specified in the Applicable Pricing Supplement) the Margin (if any).

#### *6.2.5 Minimum and/or Maximum Interest Rate*

If the Applicable Pricing Supplement specifies a Minimum Interest Rate for any Interest Period, then the Interest Rate for such Interest Period shall in no event be less than such Minimum Interest Rate and/or if it specifies a Maximum Interest Rate for any Interest Period, then the Interest Rate for such Interest Period shall in no event be greater than such Maximum Interest Rate.

#### *6.2.6 Interest Payment Dates*

Interest will be payable in arrears on the Interest Payment Date(s) specified in the Applicable Pricing Supplement and to Noteholders on the Register on the relevant Interest Payment Date(s).

#### *6.2.7 Determination of Interest Rate*

The Agent will, in the case of Floating Rate Notes, at or as soon as practicable after each time at which the Interest Rate is to be determined, determine the Interest Rate and calculate the Interest Amount for the relevant Interest Period. If it is not possible for any reason, in the opinion of the Agent, to determine the Interest Rate as aforesaid, the date of such determination shall be postponed to the first Business Day on which the Agent determines that it is possible to determine such Interest Rate.

#### *6.2.8 Calculation of Interest Amount*

Unless otherwise specified in the Applicable Pricing Supplement, each Interest Amount shall be calculated, for each Interest Period, by multiplying the Interest Rate (specified in the Applicable Pricing Supplement) by the Nominal Amount and then multiplying the product by the Day Count Fraction and rounding to the nearest smallest denomination of the Specified Currency, half of any such denomination being rounded upwards.

### 6.3 Indexed Notes

In the case of Indexed Notes, if the Interest Rate or Interest Amount is to be determined by reference to an index and/or a formula, such rate or amount payable shall be determined in the manner specified in the Applicable Pricing Supplement.

#### 6.4 Partly Paid Notes

In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes), interest will accrue on the paid up Nominal Amount of such Notes or otherwise as specified in the Applicable Pricing Supplement.

#### 6.5 Accrual of Interest

Each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date of its redemption unless, upon due presentation thereof, payment of principal is improperly withheld or refused. In such event, interest will accrue at the Interest Rate until the date on which all amounts due in respect of such Note have been paid.

#### 6.6 Certificates to be Final

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 6 by the Agent shall, in the absence of wilful deceit, bad faith, manifest error or any dispute, be binding on the Issuer, the Agent, the Noteholders' Representative and all Noteholders, and no liability to the Issuer or the Noteholders shall attach to the Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

#### 6.7 Business Day Convention

If any Interest Payment Date (or other date) which is specified in the Applicable Pricing Supplement to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (a) the "**Floating Rate Business Day Convention**", such Interest Payment Date (or other date) shall in any case where Interest Periods are specified in accordance with Condition 6.2, be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event: (i) such Interest Payment Date (or other date) shall be brought forward to the first preceding Business Day; and (ii) each subsequent Interest Payment Date (or other date) shall be the last Business Day in the month which falls the number of months or other period specified as the Interest Period in the Applicable Pricing Supplement after the preceding applicable Interest Payment Date (or other date) has occurred; or
- (b) the "**Following Business Day Convention**", such Interest Payment Date (or other date) shall be postponed to the next day which is a Business Day; or
- (c) the "**Modified Following Business Day Convention**", such Interest Payment Date (or other date) shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date (or other such date) shall be brought forward to the first preceding Business Day; or
- (d) the "**Preceding Business Day Convention**", such Interest Payment Date (or other date) shall be brought forward to the first preceding Business Day.

## 7. Payments

### 7.1 General

Payments of principal and/or interest shall be made to the registered holder of such Note, as set forth in the Register on the close of business on the Last Day to Register at 16h00 (Mauritius time, UTC+04:00) unless otherwise specified in the Applicable Pricing Supplement. In addition to the above, in the case of a final redemption payment, if the Notes held are in certificated form, the holder thereof shall be required to surrender such Certificate in accordance with Condition 7.3.

### 7.2 Method of Payment

Subject to Condition 7.3 and Condition 7.4 below, payments of interest and principal will be made in the Specified Currency by electronic funds transfer to the account designated for the purpose by the Noteholder in the Application Form.

In the case of joint Noteholders, payment by electronic funds transfer will be made to the account of the Noteholder first named in the Register. Payment by electronic transfer to the Noteholder first named in the Register shall discharge the Issuer of its relevant payment obligations under the Notes.

Payments will be subject in all cases to any fiscal or other laws, directives and regulations applicable thereto in the place of payment.

### 7.3 Payment of Interest on Notes listed on the Stock Exchange

Interest payments shall be credited as per prevailing instructions on the CDS Account of the Noteholder. Where an invalid bank account is attached to the CDS Account, the Noteholder shall make the necessary arrangements to provide a valid bank account upon being notified that the interest is being held with the Agent. No interests will be payable on such interests held with the Agent.

### 7.4 Payment of Interest on Notes denominated in Foreign Currency

In relation to Notes denominated in a Specified Currency which is not MUR, interest payment will be effected in that Specified Currency by wire transfer and no cheques will be issued to Noteholders. In relation to Notes listed on the Stock Exchange operated by the SEM, in the event the disposal mode on the CDS Account of the Noteholder is "*By Cheque*" at the time an interest is being paid, the Noteholder shall make the necessary arrangements to provide a valid bank account upon being notified that the interest is being held with the Agent. No interests will be payable on such interests held with the Agent.

### 7.5 Surrender of Certificates

In the case of a final redemption payment, the holder of Notes represented by a Certificate shall be required, at least seven (7) days prior to the date of payment, to surrender such Certificate at the offices of the Agent.

No payment in respect of the final redemption of a Note issued in certificated form shall be made until ten (10) days after the date on which the Certificate in respect of the Note to be redeemed has been surrendered to the Issuer.

Documents required to be presented or surrendered to the Issuer in accordance with these Terms and Conditions shall be so presented and/or surrendered at the registered office of the Issuer.

#### 7.6 Payment Day

If the date for payment of any amount in respect of any Note is not a Business Day and is not subject to adjustment in accordance with a Business Day Convention, the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place for payment and shall not be entitled to further interest or other payment in respect of any such delay.

#### 7.7 Interpretation of principal and interest

Any reference in these Terms and Conditions to principal in respect of the Notes shall include, as applicable:

- (a) the Final Redemption Amount of the Notes;
- (b) in relation to Instalment Notes, the Instalment Amounts;
- (c) in relation to Zero Coupon Notes, the Amortised Face Amount;
- (d) any premium and any other amounts which may be payable under or in respect of the Notes, but excluding for the avoidance of doubt, interest.

Any reference in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 9.

### **8. Redemption**

#### 8.1 Scheduled redemption on Maturity Date

Unless previously reduced, cancelled, redeemed or purchased as contemplated hereinafter, each Note will be redeemed in the Specified Currency by the Issuer at its Final Redemption Amount specified in, or determined in the manner specified in, the Applicable Pricing Supplement on the Maturity Date.

#### 8.2 Redemption at the option of the Issuer

If the Issuer is specified in the Applicable Pricing Supplement as having an option to redeem, the Issuer shall be entitled, unless otherwise stated in the Applicable Pricing Supplement, having given:

- (a) Prior notification to the Stock Exchange (if the Notes are listed);
- (b) not less than fifteen (15) and not more than thirty (30) days' notice to the Noteholders in accordance with Condition 18; and
- (c) not less than seven (7) days before giving the notice referred to in (a) above, notice to the Agent, (both of which notices shall be irrevocable) to redeem all or some of the Notes then outstanding on the Optional Redemption Date(s) (which shall be an Interest Payment Date) and at the Optional Redemption Amount(s) specified in, or determined in the manner specified in, the Applicable Pricing Supplement together, if appropriate, with interest accrued up to (but excluding) the Optional Redemption Date(s).

Any such redemption amount must be of a nominal amount equal to or greater than the Minimum Redemption Amount or equal to or less than a Higher Redemption Amount, both as specified in the Applicable Pricing Supplement. In the case of a partial redemption of Notes, the Notes to be redeemed (“**Redeemable Notes**”) will, unless otherwise specified in the Applicable Pricing Supplement, be selected by the Issuer on a pro rata basis to the Notes in issue in respect of each Tranche or Series of Notes.

Where the Redeemable Notes are issued in certificated form, a list of the serial numbers of the relevant Certificates will be published in accordance with Condition 18 not less than fifteen (15) days prior to the date fixed for redemption. Holders of such Redeemable Notes shall surrender the Certificates relating to the Notes in accordance with the provisions of the notice given to them by the Issuer as contemplated above. Where only a portion of the Notes represented by such Certificates are redeemed, the Agent shall deliver new Certificates to such Noteholders in respect of the balance of the Notes.

### 8.3 Redemption at the option of Noteholders

If Noteholders are specified in the Applicable Pricing Supplement as having an option to redeem any Notes, such Noteholders may redeem their Notes by either (i) delivering to the Issuer and the Agent a written notice (“**Put Notice**”) in the manner specified in the Applicable Pricing Supplement or (ii) such other manner as may be prescribed in the Applicable Pricing Supplement. The redemption amount specified in such Put Notice in respect of any such Note must, unless otherwise specified in the Applicable Pricing Supplement, be of a nominal amount equal to or greater than the Minimum Redemption Amount or equal to or less than the Higher Redemption Amount, each as specified in the Applicable Pricing Supplement.

Where a Noteholder redeems any Notes issued in certificated form, such Noteholder shall deliver the relevant Certificates, relating to the Notes to the Agent for cancellation by attaching it to a Put Notice. The Noteholder shall specify its payment details in the Put Notice for the purposes of payment of the Optional Redemption Amount.

The Issuer shall proceed to redeem such Notes (in whole but not in part) in accordance with the terms of the Applicable Pricing Supplement, at the Optional Redemption Amount and on the Optional Redemption Date (which shall be an Interest Payment Date), together, if appropriate, with interest accrued up to (but excluding) the Optional Redemption Date(s).

The delivery of Put Notices shall be required to take place during normal office hours of the Agent. Pro forma Put Notices shall be available from the registered office of the Issuer. Unless otherwise specified in the Applicable Pricing Supplement, any Put Notice given by a holder of any Note pursuant to this Condition shall be irrevocable except where after giving the notice, but prior to the due date of redemption, an Event of Default shall have occurred and be continuing in which event such Noteholder, at its option, may elect by notice to the Issuer and the Agent to withdraw the notice given pursuant to this paragraph and instead to declare such Note forthwith due and payable pursuant to Condition 11.

### 8.4 Early Redemption Amounts

The Notes will be redeemed at the Early Redemption Amount calculated as follows:

- (a) in the case of Notes with a Final Redemption Amount equal to the Nominal Amount, at the Final Redemption Amount thereof; or
- (b) in the case of Notes (other than Zero Coupon Notes) with a Final Redemption Amount which is or may be less or greater than the Issue Price (to be determined in the manner specified in the Applicable Pricing Supplement), at that Final Redemption Amount or, if no such amount or manner is so specified in the Applicable Pricing Supplement, at their Nominal Amount; or
- (c) in the case of Zero Coupon Notes, at an amount (the “**Amortised Face Amount**”) equal to the sum of: (i) the Reference Price; and (ii) the product of the Implied Yield (compounded semi-annually) being applied to the Reference Price from (and including) the Issue Date up to (but excluding) the date fixed for redemption or, as the case may be, the date upon which such Note becomes due and payable, or such other amount as is specified in the Applicable Pricing Supplement.

Where such calculation is to be made for a period which is not a whole number of years, it shall be calculated on the basis of actual days elapsed divided by 365, or such other calculation basis as may be specified in the Applicable Pricing Supplement.

#### 8.5 Cancellation

All Notes which are redeemed will forthwith be cancelled. Where only a portion of Notes represented by a Certificate are cancelled, the Agent shall deliver a new Certificate to such Noteholder in respect of the balance of the Notes.

#### 8.6 Instalment Notes

Instalment Notes will be redeemed in the Instalment Amounts and on the Instalment Dates as is specified in the Applicable Pricing Supplement.

#### 8.7 Partly Paid Notes

If the Notes are Partly Paid Notes, they will be redeemed, whether at maturity, or otherwise, in accordance with the provisions of this Condition and the Applicable Pricing Supplement.

#### 8.8 Payment

Notwithstanding anything contained in these Terms and Conditions, no redemption payment in respect of a Note that has been issued in certificated form shall be made unless the Certificate in respect of that Note has been surrendered to the Agent.

### 9. **Undertakings, Representations and Warranties**

The Issuer undertakes, represents and warrants (as the case may be) to the Noteholders that:

- it is duly incorporated and validly existing as a limited liability company under the laws of Mauritius and it has the power and authority to carry on its business as it is being conducted at the time of signing the Applicable Pricing Supplement and the relevant transaction documents;
- neither the Issuer nor any entity within the group Sapmer Investissements, has granted a Cross Security Interests (as defined hereinafter) to Jaccar Holdings SAS (“**Jaccar**”), Bourbon Group,

Greenship Gas Group and any company, body corporate, partnership, trust (or any similar arrangement) controlled by Jaccar (hereinafter referred to as the “Counterparties”);

- not to, and the Issuer shall procure that none of the subsidiaries of Sapmer Investissements shall not, grant any Cross Security Interests (as defined hereinafter) from the date of this Programme Memorandum until the redemption of all Notes to be issued under the Programme, to any of the Counterparties (as defined above).

For the purposes of this paragraph, “Cross Security Interest” shall mean any guarantee, mortgage, charge, encumbrance, pledge, lien or any other agreement or arrangement (whether conditional or otherwise) having or intended to have a similar subject matter.

- it has the power to execute, deliver and perform its obligations under this Programme and all necessary corporate, shareholder and other action has been taken to authorise the execution, delivery and performance of the same by it;
- The Documents Incorporated by Reference (to the extent applicable) constitute valid, legally binding and enforceable obligations on it (or the relevant security providers, as applicable); and
- the execution and delivery of, the performance of its obligations under, and compliance with the provisions of, the Documents Incorporated by Reference (to the extent applicable), do not and will not:
  - contravene any existing applicable law, statute, rule or regulation or any judgement, decree or permit to which it is subject; and
  - conflict with, or result in any breach of any of the terms and conditions of, or constitute a default under, any other agreement or other instrument to which it is a party or is subject or by which either of them or its property is bound which might reasonably be expected to have a material adverse effect on its ability to perform its obligations under the Documents Incorporated by Reference (to the extent applicable).

## 10. Taxation

All payments made under the Notes shall be made without set off or counterclaim and without any withholding or deduction for or on account of tax other than as required from time to time by law.

## 11. Events of Default

An Event of Default shall arise if any one or more of the following events shall have occurred and be continuing:

- (a) Any representation, warranty or statement made or given or deemed to be made or given by the Issuer under this Programme Memorandum, an Applicable Pricing Supplement and or the relevant Documents Incorporated by Reference is or proves to have been incorrect or misleading in any material respect when made or deemed to be made so long as it was a misrepresentation known to the Issuer at time of signing the relevant documents;
- (b) the failure by the Issuer to pay within seven (7) Business Days from the due date any amount due in respect of any of the Notes;
- (c) the granting of an order by any competent court or authority for the liquidation, winding-up, conservatorship, receivership, dissolution or administration of the Issuer, whether provisionally (and not dismissed or withdrawn within thirty (30) days thereof) or finally, or the placing of the Issuer under voluntary liquidation and the facing of other Insolvency Proceedings, provided that no such proceedings shall constitute an Event of Default if any of such proceedings is for the purpose

of effecting an amalgamation, merger, demerger, consolidation, reorganization or other similar arrangement; or

- (d) such other events as may be designated as an Event of Default under any Applicable Pricing Supplement.

An Event of Default is continuing if it has not been remedied within thirty (30) days (or such other extended period as approved by the Noteholders' Representative in writing) of occurrence of such Event of Default. If the Issuer becomes aware of the occurrence of any Event of Default, the Issuer shall forthwith notify the Noteholders' Representative.

Upon the occurrence of an Event of Default which is continuing, subject to the Noteholders' Representative Agency Agreement, the Noteholders' Representative may do any of the following:

- (a) In relation to secured Notes, to enforce the Security Interest(s) in accordance with the terms of the security document(s);
- (b) bring proceedings to recover any amount then due and payable but unpaid pursuant to the Notes;
- (c) initiate any Insolvency Proceedings and, subject to the ranking of the Notes, prove the claim in any of the Insolvency Proceedings; or
- (d) by written notice to the Issuer, declare all amounts payable under the Notes to be forthwith due and payable. Upon receipt of that notice, such Notes shall become forthwith due and payable at the Early Redemption Amount, together with accrued interest (if any) to the date of payment.

## **12. Prescription**

Where after five (5) years from the date of redemption of the Notes, any payment/cheque issued for the payment of redemption proceeds (principal and/or interest) has not been claimed, such redemption proceeds will revert to the Issuer and the relevant Noteholders shall have no right whatsoever thereto.

## **13. Pledge of Notes**

Unless otherwise specified in the Applicable Pricing Supplement, Notes issued under this Programme shall not be pledged or be the subject of any other Security Interest unless authorized in writing by the Issuer, which authorisation shall not to be unreasonably withheld.

## **14. Delivery, exchange and replacement of Certificates**

### **14.1 Costs**

Certificates shall be provided (whether by way of issue, delivery or exchange) by the Issuer without charge, save as otherwise provided in these Terms and Conditions. Separate costs and expenses relating to the provision of Certificates and/or the transfer of Notes may be levied by other persons under the Applicable Procedures, if any, and such costs and expenses shall not be borne by the Issuer. The costs and expenses of delivery of Certificates otherwise than by ordinary post (if any) and, if the Issuer shall so require, all charges that may be imposed in relation to such mode of delivery, shall be borne by the Noteholder.

### **14.2 Replacement**

If any Certificate is mutilated, defaced, stolen, destroyed or lost, it may be replaced at the registered office of the Issuer or at the office of the Agent specified in the Applicable Pricing Supplement, on payment by the claimant of such costs and expenses as may be incurred in connection therewith and against the provision of such indemnity as the Issuer may reasonably require. Mutilated or defaced Certificates must be surrendered before replacements will be issued.

## **15. Transfer and Transmission of Notes**

- 15.1 The Notes may be transferred over the counter or on the Exchange depending on its listing status.
- 15.2 In order for any transfer of Notes to be recorded in the Register, and for the transfer to be recognised by the Issuer, each transfer of a Note:
  - (a) requires the prior consent of the Issuer (which consent shall not be unreasonably withheld) ;
  - (b) must be embodied in a Transfer Form;
  - (c) must be signed by the relevant Noteholder and the transferee, or any Noteholders' Representatives of that registered Noteholder and/or the transferee;
  - (d) shall only be in the Specified Currency and shall not relate to any fraction of Notes; and
  - (e) must be made by way of the delivery of the Transfer Form to the Agent and if applicable, together with the Certificate in question for cancellation or, if only part of the Notes represented by a Certificate is to be transferred, a new Certificate for the balance of the Notes not transferred, will be delivered to the transferor. The surrendered Certificate will forthwith be cancelled and retained by the Agent.
- 15.3 The transferor of any Notes shall remain the owner thereof until the transferee is registered in the Register as the holder thereof. Nothing in this section shall prejudice any power of the Issuer to register as Noteholder any person whom the right to any Notes of the Issuer has been transmitted by operation of law.
- 15.4 Before any transfer is registered, all relevant transfer taxes (if any) must have been paid and such evidence must be furnished as the Issuer may reasonably require as to the identity and title of the transferor and the transferee.
- 15.5 The Agent will, within three (3) Business Days of receipt by it of a valid Transfer Form (or such longer period as may be required to comply with any applicable taxation or other laws, regulations or Applicable Procedures), in relation to Notes issued in certificated form, authenticate and deliver to the transferee (at the risk of the transferee) a new Certificate in respect of the Notes transferred.
- 15.6 No transfer will be registered while the Register is closed.
- 15.7 Where the Notes are listed on the Stock Exchange, the transfer of Notes will be effected through the market infrastructure of the Stock Exchange in accordance with the Applicable Procedures.
- 15.8 Any person becoming entitled to Notes in consequence of the death or liquidation of the relevant holder of such Notes may upon producing such evidence that he holds the position in respect of which he proposes to act under this Condition 15 or of his title to the relevant Notes as the Issuer and the Agent may require, be registered himself as the holder of such Notes or, subject to the requirements of the Applicable Procedures and of this Condition 15, may transfer such Notes. The Issuer shall be entitled to retain any amount payable upon the Notes to which any person is so entitled until such person shall be registered as aforesaid or shall duly transfer the Notes.
- 15.9 After the listing of the Notes, transfer of the Notes will be effected through the Automated Trading System of the Exchange in accordance with the Applicable Procedures.

15.10 The Notes of the First Issue shall be freely transferrable. Transfer of Notes will be effected through the market infrastructure of the SEM in accordance with the Applicable Procedures.

## **16. Register**

16.1 The Register of Noteholders shall:

- (a) be kept at the registered office of the Agent or such other person as may be appointed for the time being by the Issuer to maintain the Register;
- (b) reflect the number of Notes issued and outstanding;
- (c) contain the name, address, and bank account details of the Noteholders;
- (d) set out the Nominal Amount of the Notes issued to such Noteholders and shall show the date of such issue;
- (e) if applicable, show the serial number of Certificates issued in respect of Notes;
- (f) be open for inspection during the normal business hours of the Issuer to any Noteholder or any person authorised in writing by any Noteholder; and
- (g) be closed from the Last Day to register until each payment date of principal and interest in respect of the Notes, as the case may be.

16.2 The Agent shall:

16.2.1 not be obliged to record any transfer while the Register is closed; and

16.2.2 alter the Register in respect of any change of name, address or bank account number of any of the Noteholders of which it is notified in accordance with these Terms and Conditions.

16.3 Except as provided for in these Terms and Conditions or as required by law, in respect of Notes, the Issuer will only recognise a Noteholder as the owner of the Notes registered in that Noteholder's name as per the Register.

16.4 Except as provided for in these Terms and Conditions or as required by law, the Issuer and the Agent shall not be bound to enter any trust in the Register or to take notice of or to accede to the execution of any trust (express, implied or constructive) to which any Certificate may be subject.

16.5 Upon admission to listing on an Exchange operated by the SEM, the relevant Notes will be credited to CDS accounts of Noteholders. Thereafter, legal ownership will be reflected in book entries recorded by the CDS and such records shall constitute the definitive evidence of the title of the Noteholder to the number of Notes shown in his CDS account.

## **17. Agent**

17.1 The Issuer is entitled to vary or terminate the appointment of the Agent and/or appoint additional or other agents and/or approve any change in the specified office through which any such agent acts on the terms of the Agency Agreement, provided that there will at all times be an Agent with an office in such place as may be required by the Applicable Procedures. The Agent acts solely as the registrar, calculation and transfer agent of the Issuer and do not assume any obligation towards or relationship of agency or trust for or with any Noteholders.

17.2 To the extent that the Issuer acts as the Agent, all references in these Terms and Conditions to:

- 17.2.1 any action, conduct or functions in such role shall be understood to mean that the Issuer shall perform such action, conduct or function itself; and

- 17.2.2 requirements for consultation, indemnification by or of, payment by or to, delivery by or to, notice by or to, consent by or to or agreement between the Issuer and such Agent shall be disregarded to the extent that the Issuer performs such role.

## **18. Noteholders' Representative**

The Noteholders' Representative has been appointed in furtherance to the Noteholders' Representative Agency Agreement entered into between the Noteholders' Representative and the Issuer, with the aim, *inter alia*, of providing for the protection of the rights and entitlements, and the implementation of the obligations, of the Noteholders. Accordingly, all such rights, entitlements and obligations of the Noteholders shall be protected, enforced and implemented, as the case may be, through the office of the Noteholders' Representative.

The office of Noteholders' Representative will be vacated if:

- (a) The Noteholders' Representative resigns, further to its having given at least sixty (60) Business Days' notice to the Issuer in the manner prescribed in the Noteholders' Representative Agency Agreement. Such resignation shall be effective without any leave of any court or any other person. At the expiration of such period of notice the Noteholders' Representative shall be discharged from its obligations under this Agreement and shall not be responsible for any loss or costs occasioned by its resignation; or
- (b) The Noteholders' Representative becomes disqualified in law to hold the office of noteholders' representative; or
- (c) The Noteholders' Representative is removed from office by a Special Resolution of the Noteholders; or
- (d) The Noteholders' Representative is provisionally or finally wound up or liquidated.

The Noteholders are deemed to have notice of, are entitled to the benefit of, and are subject to, all the provisions of the Noteholders' Representative Agency Agreement.

## **19. Notices**

19.1 All notices to be given pursuant to this Programme Memorandum and the Applicable Pricing Supplement shall be in writing.

19.2 All notices shall be given by:

- (a) registered mail or delivered by hand to their addresses appearing in the Register. Any such notice shall be deemed to have been given on the seventh day after the day on which it is mailed and on the day of delivery if delivered; or
- (b) by email. Emails shall be deemed duly served, if sent during normal business hours, then at the time of transmission and, if sent outside normal business hours, then on the next following Business Day.

## **20. Meetings of Noteholders**

20.1 The Noteholders' Representative Agency Agreement contains the rights and powers of the Noteholders, the duties and powers of the Noteholders' Representative and provisions for convening meetings of the Noteholders to consider any matter affecting their interests. Such meetings may be convened by the Issuer or Noteholders holding not less than ten percent (10%) in Nominal Amount of the Notes in issue.

- 20.2 One or more directors or duly appointed representatives of the Issuer may attend and speak at a meeting of Noteholders but shall not be entitled to vote neither for himself as a Noteholder nor as proxy or representative of a Noteholder.
- 20.3 The quorum for the meeting shall be any such number of Noteholders representing at least 50% of the total nominal value of Notes in issue.
- 20.4 A Special Resolution, passed at any meeting of the Noteholders or by way of written resolution, shall be binding on all the Noteholders, whether or not they are present at the meeting.

## **21. Modification**

- 21.1 No modification of these Terms and Conditions may be effected without the written agreement of the Issuer.
- 21.2 The Issuer may effect, without the consent of Noteholders but subject to a seven (7) days prior written notice to the Noteholders' Representative, any modification of the Terms and Conditions which does not affect the rights of, or creates obligations on, the existing Noteholders or modification of a formal, minor or technical nature or is made to correct a manifest error or to comply with the Applicable Procedure, or to comply with mandatory provisions of the law of the jurisdiction in which the Issuer is incorporated and the governing law in accordance with which the Notes are issued. Any such modification shall be binding on the Class of Noteholders concerned and any such modification shall be notified to the relevant Class of Noteholders in accordance with Condition 18 as soon as practicable thereafter.
- 21.3 Save as provided in Condition 21.2, no modification of these Terms and Conditions may be effected unless:
  - (a) in writing and signed by or on behalf of the Issuer and by or on behalf of the members of the relevant Class of Noteholders holding not less than seventy five percent (75%), in Nominal Amount, of the Notes in that Class of Noteholders for the time being outstanding; or
  - (b) sanctioned by a Special Resolution of the relevant Class of Noteholders.

## **22. Further Issues**

The Issuer shall be at liberty from time to time without the consent of the Noteholders to create and issue further Notes having terms and conditions the same as any of the other Notes issued under the Programme or the same in all respects save for the amount and date of the first payment of interest thereon, the Issue Price and the Issue Date, so that the further Notes shall be consolidated to form a single Series with the outstanding Notes.

## **23. Governing Law and Jurisdiction**

- 23.1 Unless otherwise specified in the Applicable Pricing Supplement, any Notes issued under the Programme Memorandum will be governed by and construed in accordance with the laws of Mauritius.
- 23.2 Unless otherwise specified in the Applicable Pricing Supplement, any dispute, controversy, difference or claim arising out of or relating to the present contract may at any time be referred, by consenting parties, to mediation under the Mediation Rules of the Arbitration and Mediation Center of the Mauritius Chamber of Commerce and Industry (MARC).
- 23.3 In the event no mediation is attempted, or if mediation is attempted and no settlement is reached within thirty days of the commencement of the mediation, or such further period as the parties shall

agree in writing, the dispute, controversy, difference or claim shall be referred, or referred back as the case may be, to be finally resolved by arbitration administered by the Arbitration and Mediation Center of the Mauritius Chamber of Commerce and Industry (MARC) under the MARC Arbitration Rules in force when the Request for Arbitration is submitted, which rules are deemed to be incorporated by reference into this clause.

23.4 The language to be used in the mediation and in the arbitration shall be English and/ or French.

23.5 In any arbitration commenced pursuant to this clause:

- (a) The number of arbitrators shall be one;
- (b) The seat, or legal place, of the arbitration shall be Port-Louis, Republic of Mauritius.

**G. USE OF PROCEEDS**

The proceeds from the issue of the Notes shall be applied by the Issuer in the manner specified in the Applicable Pricing Supplement.

## H. RISK FACTORS

Risk is at the heart of all businesses and is heightened by change within the Group or its markets. The effective management of that risk is a core function of the board of directors of the Issuer and of its executive management. The board of directors of the Issuer confirms that there is an ongoing process for identifying, evaluating and managing various risks faced by the Issuer.

Prior to making an investment decision, prospective investors in the Notes should carefully consider, along with the information contained in this Programme Memorandum, the following risk factors associated with an investment in the Republic of Mauritius, the Issuer and the Notes. The risks and uncertainties below are not the only ones the Issuer and the Noteholders face or may face. Additional risks and uncertainties not presently known to the Issuer, or that the Issuer currently believes are immaterial, could also impair the Issuer's business, financial condition or results of operations and, as a result, its ability to service its payment obligations under the Notes. Investors should pay particular attention to the fact that the Issuer is subject to the legal and regulatory environment of the Republic of Mauritius, which, in some respects, may differ from that prevailing in other countries.

The Issuer believes that the factors outlined below may affect its ability to fulfil its obligations under the Notes, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons which may not be considered significant risks by the Issuer based on information currently available to it, or which it may not currently be able to anticipate. Accordingly, the Issuer does not represent that the statements below regarding the risks of holding any Notes are exhaustive.

Investors should also read the detailed information set out in this Programme Memorandum to reach their own views prior to making any investment decision. The information given below is as at the date of this Programme Memorandum.

### 1. Risks related to the Issuer

#### 1) The Issuer is a holding company

The Issuer is a holding company and, as a result, depends on the receipt of dividends from its subsidiaries to meet its obligations, including its payment obligations with respect to the Notes. The ability of the Issuer's subsidiaries to pay dividends and to receive distributions from its investments in other entities are subject to these entities' financial performance.

#### 2) Credit risk

Credit risk is the risk of financial loss to the Group if a customer or counterparty to a financial instrument fails to meet its contractual obligations, and arises principally from the Group's receivables from customers.

The carrying amount of financial assets represents the maximum credit exposure.

The Group's exposure to credit risk is influenced mainly by the individual characteristics of each customer. The demographics of the Group's customer base, including the default risk of the industry and country, in which customers operate, has less of an influence on credit risk.

Management has established a credit policy under which each new customer is analysed individually for creditworthiness before the Group's standard payment and delivery terms and conditions are offered. Purchase limits are established for each customer, who represents the maximum open amount.

The Group establishes an allowance for impairment that represents its estimate of incurred losses in respect of trade and other receivables. The main components of this allowance are a specific loss component that relates to individually significant exposures, and a collective loss component established for Group of similar assets in respect of losses that have been incurred but not yet identified. The collective loss allowance is determined based on historical data of payment statistics for similar financial assets.

### 3) Liquidity risk

Liquidity risk is the risk that the Group will not be able to meet its financial obligations as they fall due. The Group's approach to managing liquidity is to ensure, as far as possible, that it will always have sufficient liquidity to meet its liabilities when due, under both normal and stressed conditions, without incurring unacceptable losses or risking damage to the Group's reputation.

Typically the Group ensures that it has sufficient cash on demand to meet expected operational expenses, including the servicing of financial obligations; this excludes the potential impact of extreme circumstances that cannot reasonably be predicted, such as natural disasters.

### 4) Market risk

Market risk is the risk that changes in market prices, such as foreign exchange rates and interest rates will affect the Group's income or the value of its holdings of financial instruments. The objective of market risk management is to manage and control market risk exposures within acceptable parameters, while optimizing the return.

### 5) Currency risk

The Group is exposed to the risk that the exchange rate to the currencies listed below may change in a manner which has a material effect on the reported values of the Group's financial assets and liabilities which are denominated in these currencies. The currencies in which these transactions primarily are denominated are Euro, Mauritian Rupees and United States Dollars.

Appreciation of the Euros (against the USD) may have an adverse impact on the financial performance (as the sales to Asia and North America are made in USD). At the moment SAPMER does not have hedging strategies.

### 6) Interest rate risk

The Group adopts a policy of ensuring that most of its exposure to changes in interest rates on bank overdraft is on a fixed rate basis.

The Group's income and operating cash flows are dependent of changes in market interest rates. The Group's significant interest earning financial asset is cash and cash equivalents. Interest income from cash at bank may fluctuate in amount, in particular due to changes in market interest rates. The Group's significant interest bearing financial liabilities is on bank overdraft.

The Group monitors prevailing and forecast monetary conditions in assessing its approach to interest rate risk management.

### 7) Sector Risk

The Issuer invests in companies focused on leasing of shipping vessels as a result of which the Issuer may not have a diversified portfolio. Accordingly, the Issuer may face risks associated with concentration of investment, which a diversified company would not generally experience.

### 8) Price volatility

Volatility in the price of fish would have an impact on the financial performance of the Group. Among SAPMER's products, skipjack is the one which has the highest price volatility. The Group has been moving more into premium products, which are less correlated to the world prices.

### 9) Fish Supply

#### (a) Industry regulation

Fishing activities for toothfish and lobster are higher regulated by CCAMLR and TAAF, and Group is allocated a quota every year. The Issuer cannot guarantee that the quota allocation to the Group will be maintained over the years or if it will be shared with other players in the industry.

#### (b) Changes in climatic conditions could also have an impact of the fish supply in the ocean, and subsequently the quota allocation to the Group.

(c) Reduction in quota might lead to an increase the price of the resources assuming the demand trend remains unchanged.

(d) The industry within which the Group operates is also characterized by high barriers to entry, given that the fishing of Jasus lobster and toothfish are highly regulated.

#### 10) Return from Investments

Returns from the investments made by the Issuer will be affected by the performance of the underlying special purpose vehicles it owns. If the special purpose vehicles fail in receiving their income due to charterer's default in paying for the lease of the shipping vessels, this shall consequently affect the Issuer.

## 2. Risks related to the Notes

### 1) Credit Risk

The Notes bear the credit risk of the Issuer. Prospective investors should be aware that they may incur losses should the Issuer fail to satisfy the terms of its obligation with respect to making timely principal and interest payments.

### 2) Exchange Rate Risk

The Issuer will pay principal and interest on the Notes in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency unit other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to depreciation of the Specified Currency or appreciation/revaluation of the investor's currency) and the risk that authorities with jurisdiction over the investor's currency may impose or modify exchange controls. An appreciation/revaluation in the value of the investor's currency relative to the Specified Currency would decrease the investor's currency equivalent:

- a) yield on the Notes;
- b) value of the principal payable on the Notes; and
- c) market value of the Notes.

### 3) Interest Rate Risk

Where the Floating Rate Notes are issued, the rate of interest applicable to the Notes will be based on the LIBOR, Repo Rate or such other rate specified in the Applicable Pricing Supplement and this will allow the Noteholder to benefit from any increase in the reference rate ("**Reference Rate**"). Noteholders may likewise suffer unforeseen losses due to a reduction in interest rates.

### 4) No active trading market for the Notes

Notes issued under this Programme Memorandum will be new securities which may not be widely distributed and for which there is currently no active trading market. If the Notes are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer. It will also not be possible to redeem the Notes prior to their Maturity Date except in the limited circumstances as may be specified in the Applicable Pricing Supplement. Consequently, an investor in the Notes must be prepared to hold the Notes until their Maturity Date. There is no assurance as to the development or liquidity of any trading market for any particular Tranche of Notes.

### 5) Meeting of Noteholders and modification

The Terms and Conditions of the Notes contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority. In addition, the Issuer may, in accordance with the Programme Memorandum, make any modification to the Notes and to its Terms and Conditions.

### 6) Amendment or review to prevailing laws

This Programme Memorandum, the Notes and the Terms and Conditions, are governed by, and will be construed in accordance with, the laws of Mauritius. No assurance can be given as to the impact of any possible judicial decision or amendment and, or review of the laws of Mauritius or administrative practice in Mauritius after the issue.

7) The Notes may not be a suitable investment for all investors

Each prospective investor in the Notes must determine the suitability of the investment in light of its own circumstances. In particular, each prospective investor should:

- a) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Programme Memorandum;
- b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact such an investment will have on its overall investment portfolio;
- c) have sufficient financial resources and liquidity to bear all the risks of an investment in the Notes, including where principal or interest payable is different from the currency in which the potential investor's activities are principally denominated;
- d) understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- e) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

**3. Risks related to the structure of the particular issue of Notes**

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for prospective investors. Set out below is a description of certain such features:

1) Index-Linked Notes

The Issuer may issue Notes the terms of which provide for interest or principal payable in respect of such Notes to be determined by reference to an index or formula (specified in the Applicable Pricing Supplement), to changes in the prices of securities or commodities, to movements in currency exchange rates or other factors (each, a "**Relevant Factor**") or with principal or interest payable in one or more currencies which may be different from the currency in which the Notes are denominated. Prospective investors should be aware that:

- a) the market price of such Notes may be volatile;
- b) no interest may be payable on such Notes;
- c) payments of principal or interest on such Notes may occur at a different time or in a different currency than expected;
- d) the amount of principal payable at redemption may be less than the Nominal Amount of such Notes or even zero;
- e) a Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices;
- f) if a Relevant Factor is applied to Notes in conjunction with a multiplier greater than 1 (one) or contains some other leverage factor, the effect of changes in the Relevant Factor on principal or interest payable is likely to be magnified; and
- g) the timing of changes in a Relevant Factor may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the Relevant Factor, the greater the effect on yield.

2) Partly-paid Notes

The Issuer may issue Notes where the issue price is payable in more than one instalment, as will be specified in the Applicable Pricing Supplement. Failure to pay any subsequent instalment could result in an investor losing all of its investment.

3) Variable Rate Notes with a multiplier or other leverage factor are subject to increased volatility

Notes with variable interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features, their market values may be even more volatile than those for securities that do not include those features.

4) Fixed/Floating Rate Notes are subject to additional risks

Fixed/Floating Rate Notes may, if specified in the Applicable Pricing Supplement, bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate or from a floating rate to a fixed rate. The Issuer's ability to convert the interest rate will affect the secondary market and the market value of such Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then-prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. If the Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than then-prevailing rates on its Notes.

5) Notes issued at a substantial discount or premium

The market values of securities issued at a substantial discount or premium from their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

6) Notes subject to condition precedents or condition subsequent

Notes may, if specified in the Applicable Pricing Supplement, be subject to condition precedents and/ or condition subsequent which will be listed in the Applicable Pricing Supplement. Unless otherwise specified in the Applicable Pricing supplement, if the condition precedents and/ or condition subsequent are not fulfilled, this will trigger and a cancellation event and the Issuer shall be obliged to either cancel the issue of the Notes or redeem the Notes.

7) Existing Notes may be subordinated to future Note issue under the Programme

If specified in the Applicable Pricing Supplement, certain Notes ("**Existing Notes**") may, notwithstanding the fact that they were issued prior to certain other Notes issued after them ("**Futures Notes**"), be subordinated to Future Notes. Accordingly, the right of the holders of the Existing Notes including the rights to receive any payment, will be subject to the rights of the holders of the Future Notes.

**4. Risks related to a change of control of Sapmer Investissements**

Sapmer Investissements is the holding company of the Issuer and is itself owned at 94.4% by Jaccar. Jaccar has granted a share pledge over 100% of the shares it holds in Sapmer Investissements. By the mere existence of this share pledge, there is a risk that upon enforcement of the same, a change of control of Sapmer Investissements happens. Such change of control is likely to have limited impact on the operations of Sapmer as Sapmer assets have not been pledged, mortgaged or burdened in any manner whatsoever towards liabilities of Jaccar nor to any of Jaccar's subsidiaries.

## I. MAURITIAN TAXATION

Information on taxation given below is a summary of certain tax considerations under the laws of the Republic of Mauritius as at the Programme Date. It is not intended to be a complete discussion of all tax considerations and Investors should consult their own lawyer, accountant, or investment advisor as to legal, tax, and related matters concerning their investment.

### **Income Tax**

- Tax treatment of Interest prior to listing of the Notes

Interest paid by the Issuer to any Noteholder will be subject to income tax at the current rate of 15% p.a. Where interest is paid to a Noteholder other than a company resident in Mauritius, the Issuer (acting through the Agent) will be required by the Income Tax Act to withhold income tax at the current rate of 15% p.a. (subject to any double taxation agreement in force between Mauritius and the foreign country where the Noteholder is resident).

- Tax treatment of Interest post listing of the Notes where such listing is effected on the Official Market of the SEM

Interest paid by the Issuer to a Noteholder which is a resident company will be subject to income tax at the current rate of 15% p.a. Interest paid by the Issuer to a Noteholder who is an individual, *société*, succession or non-resident company, will be exempted from income tax.

Where interest is paid on listed Notes to a Noteholder other than an individual, *société*, succession or a company, the Issuer (acting through the Agent) will be required by the Income Tax Act to withhold income tax at the current rate of 15% p.a. (subject to any double taxation agreement in force between Mauritius and the foreign country where the Noteholder is resident).

### **Stamp and registration duty**

No stamp or registration duty is payable on the issue and redemption of Notes. No registration duty is payable on the transfer of Notes.

### **Capital gains tax**

Gains derived by a Noteholder from the sale of Notes are treated as capital gains and are not subject to tax.

## **J. SUBSCRIPTION AND SALE**

### **Restrictions**

The Issuer represents, warrants and agrees that it (i) will not offer Notes for subscription, and (ii) will not solicit any offers for subscription for or sale of the Notes in any Restricted Countries in which it is unlawful to make such an offer or solicitation UNLESS such offer for subscription for or sale of the Notes is made in full and strict compliance with any applicable laws and regulations of the relevant Restricted Countries.

### **General**

The Arranger appointed under the Programme will be required to agree that it will not, directly or indirectly, purchase, offer, sell or deliver any Notes or distribute or publish any offering circular, information memorandum, prospectus, form of application, advertisement or other document or information in any of the Restricted Countries except under circumstances that will, to the best of its knowledge and belief, result in full and strict compliance with any applicable laws and regulations and all purchases, offers, sales and deliveries of Notes by it will be made on the same terms.

Without prejudice to the generality of the above paragraph, the Arranger appointed under the Programme will be required to agree that it has obtained any consent, approval or permission which is, to the best of its knowledge and belief, required for the offer, purchase, sale or delivery by it of Notes under the laws and regulations in force in any of the Restricted Countries to which it is subject or in which it makes such offers, purchases, sales or deliveries and it will, to the best of its knowledge and belief, comply with all such laws and regulations.

Neither the Issuer nor the Arranger represent that Notes may at any time lawfully be subscribed for or sold in compliance with any applicable registration or other requirements in any of the Restricted Countries or pursuant to any exemption available thereunder or assumes any responsibility for facilitating such subscription or sale.

## **K. GENERAL INFORMATION**

### **Authorisation**

All consents, approvals, authorisations or other orders of all regulatory authorities required by the Issuer under the laws of Mauritius as at the date of this Programme Memorandum have been given for the establishment of the Programme and the issue of Notes and for the Issuer to undertake and perform its obligations under this Programme Memorandum and the Notes.

### **Listing**

The Notes may be listed on the Official Market of the SEM or any other Stock Exchange(s). Unless otherwise specified in the Applicable Pricing Supplement, expenses relating to the listing of the Notes shall be borne solely by the Issuer.

### **Documents Available for Inspection**

So long as Notes are capable of being issued under the Programme, copies of the following documents will, when published, be available from the registered office of the Issuer as set out at the end of this Programme Memorandum:

- a) this Programme Memorandum;
- b) all amendments and supplements to this Programme Memorandum prepared by the Issuer from time to time;
- c) in respect of any issue of Notes under the Programme, where applicable, the audited annual financial statements (together with reports and notes thereto) of the Issuer for the three financial years prior to the date of such issue, and the audited annual financial statements (together with reports and notes thereto) of the Issuer for all financial years post the date of such issue as and when such statements become available;
- d) in respect of any issue of Notes under the Programme, the most recently published consolidated audited financial statements and notes and reports thereto of the Issuer;
- e) each Applicable Pricing Supplement relating to any Tranche of Notes issued under the Programme and in respect to which there is an outstanding Nominal Amount;
- f) in relation to secured Notes issued under this Programme Memorandum, the security documents creating the Security Interest set out in any Applicable Pricing Supplement; and
- g) all information and documents incorporated into this Programme Memorandum by reference under the section headed "*Documents Incorporated by Reference*".

Following listing of the Notes of the First Issue on the Official Market of the SEM, the Issuer will publish its quarterly financial statement and its annual financial statement in accordance with the Applicable Procedures.

### **Material Change**

Save as disclosed in this Programme Memorandum, there has been no material adverse change in the financial or trading position of the Issuer since the date of the Issuer's latest audited financial statements.

### **Litigation**

Save as disclosed herein, the Issuer is not or has not been involved in any legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) which may have or have had a significant effect on the financial position of the Issuer.

### **Auditors**

KPMG Mauritius

### **Governing Law and Jurisdiction**

This Programme Memorandum and, unless otherwise specified in the Applicable Pricing Supplement, any Notes issued thereunder will be governed by and construed in accordance with the laws of Mauritius.

Unless otherwise specified in the Applicable Pricing Supplement, any dispute, controversy, difference or claim arising out of or relating to the present contract may at any time be referred, by consenting parties, to mediation under the Mediation Rules of the Arbitration and Mediation Center of the Mauritius Chamber of Commerce and Industry (MARC).

In the event no mediation is attempted, or if mediation is attempted and no settlement is reached within thirty days of the commencement of the mediation, or such further period as the parties shall agree in writing, the dispute, controversy, difference or claim shall be referred, or referred back as the case may be, to be finally resolved by arbitration administered by the Arbitration and Mediation Center of the Mauritius Chamber of Commerce and Industry (MARC) under the MARC Arbitration Rules in force when the Request for Arbitration is submitted, which rules are deemed to be incorporated by reference into this clause.

The language to be used in the mediation and in the arbitration shall be English and/ or French.

In any arbitration commenced pursuant to this clause:

- (a) The number of arbitrators shall be one;
- (b) The seat, or legal place, of the arbitration shall be Port-Louis, Republic of Mauritius.

## L. ADDITIONAL INFORMATION PERTAINING TO LISTING OF NOTES OF THE FIRST ISSUE

### Proceeds of the private placement further to the First Issue

The proceeds of the issue of the Notes of the First Issue is as specified in the relevant Applicable Pricing Supplement of the First Issue. The net proceeds, i.e. the proceeds of the issue of the Notes net of the fees depicted in the table below, have been applied in the manner specified in the Applicable Pricing Supplement.

### Liquidity

Upon listing of the Notes, holders thereof shall be able to trade the Notes on the Official Market of the SEM on a daily basis during trading hours.

### Listing of the Notes

The amount of expenses incurred by in furtherance of the listing of the Notes of the First Issue are as depicted in the table below. These expenses shall be borne solely by the Issuer.

<b>Cost description</b>	<b>Amount (MUR)</b>
Advisory fees	500,000
SEM fees	700,000

## M. CORPORATE DETAILS

### ISSUER

#### **IOST Company Ltd**

IFS Court, Bank Street, TwentyEight, Cybercity  
Ebene 72201, Mauritius

### COMPANY SECRETARY OF THE ISSUER

#### **SANNE**

IFS Court, Bank Street, TwentyEight Cybercity, Ebène  
72201, Republic of Mauritius  
t. +230 467 3055  
f. +230 467 4000

### MAIN BANKER

#### **The Mauritius Commercial Bank Limited**

9-15 Sir William Newton Street,  
Port Louis, Mauritius

### LEGAL ADVISORS

#### **BLC Robert & Associates Ltd**

2<sup>nd</sup> Floor, The Axis, 26 Bank Street,  
Cybercity, Ebène 72201, Mauritius

### ARRANGER

#### **MCB Financial Advisers**

Sir William Newton Street  
Port-Louis, Mauritius

### AUDITORS TO THE ISSUER

#### **KPMG Mauritius**

KPMG Center 31 CyberCity,  
Ebene

### REGISTRAR, CALCULATION AND TRANSFER AGENT

#### **MCB Registry & Securities Ltd**

MCB Centre, Sir William Newton Street,  
Port Louis, Mauritius

### NOTEHOLDERS' REPRESENTATIVE

#### **ENSafrica (Mauritius)**

19, Church St, Port Louis 11327  
Port Louis, Mauritius

**APPENDICES**

**1. Pro-forma of Certificate to be issued to Noteholders**

**[IOST Company Ltd]**

Certificate Number: [ ]

Note Number: [ ]

Tranche: [ ]

Series: [ ]

Issue of: [ ] Notes due [ ]

Issued in terms of Programme Memorandum dated [ ] and subject to the terms and conditions as contained therein.

Name and address of registered holder: [ ]

This is to certify that the above named is the registered holder of [ ] Notes having a Nominal Amount value as specified below:

Amount: [ ]

**Registered Office:**

.....  
Mauritius

Agent: [ ]

Authenticated for and on behalf the Agent (without recourse, warranty or liability)

By [ ] (duly authorised by [ ])

Unless the certificate of authentication hereon has been executed by the Agent by the manual signature of one of its duly authorised officers, this Note shall not be valid or obligatory for any purpose.

This Certificate is governed by, and shall be construed in accordance with the laws of the Republic of Mauritius.

**IN WITNESS WHEREOF**, IOST Company Ltd has caused this Certificate to be signed by two of its duly authorised officers.

Dated as of: [ ]

Given on behalf of IOST Company Ltd at [ ], Mauritius

\_\_\_\_\_

Authorised signatory

Name: [ ]

Capacity: [ ]

\_\_\_\_\_

Authorised signatory

Name: [ ]

Capacity: [ ]

## 2. Pro-forma Applicable Pricing Supplement

Set out below is the form of Applicable Pricing Supplement that will be completed for each Tranche of Notes issued under the Programme.

### Issue of [ ] Aggregate Nominal Amount of Tranches of Notes under its EUR 50 Million Multi-currency Note Programme

This document constitutes the Applicable Pricing Supplement relating to the issue of Notes described herein. Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions (the “Terms and Conditions”) set forth in the Programme Memorandum dated [\*] (the “Programme Memorandum”), as updated and amended from time to time. The Notes described in this Pricing Supplement are subject to the Terms and Conditions in the Programme Memorandum and this Pricing Supplement must be read in conjunction with such Programme Memorandum. To the extent that there is any conflict or inconsistency between the contents of this Pricing Supplement and the Programme Memorandum, the provisions of this Pricing Supplement shall prevail.

DESCRIPTION OF NOTES	
1. Issuer	IOST Company Ltd
2. Arranger	[ ]
3. Investors	[ ]
4. Type of securities	[ ]
5. Specified Currency	[ ]
6. Series Number	[ ]
7. Tranche Number	[ ]
8. Aggregate Nominal Amount	[ ]
9. Series	[ ]
10. Tranche	[ ]
11. Issue Price	[ ]
12. Purpose	[ ]
13. Nominal Amount Per Note	[ ]
14. Minimum Subscription Amount	[ ]
15. Method of Payment of Subscription Proceeds	[ ]
16. Oversubscription	[ ]
17. Time Table	

a) Offer Start Date	[ ]
b) Offer End Date	[ ]
c) Allotment Date	[ ]
d) Announcement Date	[ ]
e) Payment Date	[ ]
f) Issue Date	[ ]
g) Delivery Date	[ ]
h) Interest Commencement Date	[ ]
18. Maturity of Notes	[ ]
19. Maturity Date	[ ]
20. Interest Rate	[ ]
21. Reference Rate	[ ]
22. Margin	[ ]
23. Interest Period	[ ]
24. Day Count Fraction	[ ]
25. Business Day Convention	[ ]
26. Agent	[ ]
27. Noteholders' Representative	[ ]
28. Redemption/Payment Basis	[ ]
29. Options	[ ]
30. Status of the Notes	[ ]
31. Security Interest	[ ]
32. Observer Rights	[ ]
33. Notices	[ ]
34. Reporting Requirements	[ ]
35. working Capital Requirements	
36. Governing law	[ ]

37. Stock Exchange	[ ]
38. Rating assigned to the Issuer	[ ]
39. Rating assigned to the Programme	[ ]
40. Rating assigned to the Notes	[ ]
41. Rating Agency	[ ]
42. Date of Rating	[ ]
<b>FIXED RATE NOTES</b>	
43. (a) Fixed Interest Rate	[ ]
(b) Interest Payment Date(s)	[ ]
(c) Any other terms relating to the particular method of calculating interest	[ ]
<b>FLOATING RATE NOTES</b>	
44. (a) Floating Interest Payment Date(s)	[ ]
(b) Reference Rate	[ ]
(c) Agent	[ ]
(d) Minimum Interest Rate	[ ]
(e) Maximum Interest Rate	[ ]
<b>ZERO COUPON NOTES</b>	
45. (a) Implied Yield	[ ]
(b) Reference Price	[ ]
(c) Any other formula or basis for determining amount(s) payable	[ ]
<b>PARTLY PAID NOTES</b>	
46. (a) Amount of each payment comprising the Issue Price	[ ]
(b) Dates upon which each payment is to be made by Noteholder	[ ]
(c) Consequences (if any) of failure to make any such payment by Noteholder	[ ]

(d) Interest Rate to accrue on the first and subsequent instalments after the due date for payment of such instalments	[ ]
<b>INSTALMENT NOTES</b>	
47. (a) Instalment Dates	[ ]
(b) Instalment Amounts (expressed as a percentage of the aggregate Nominal Amount of the Notes)	[ ]
<b>MIXED RATE NOTES</b>	
48. Period(s) during which the Interest Rate for the Mixed Rate Notes will be (as applicable) that for:	
(a) Fixed Rate Notes	[ ]
(b) Floating Rate Notes	[ ]
(c) Index-Linked Notes	[ ]
(d) Other Notes	[ ]
(e) The Interest Rate and other pertinent details are set out under the headings relating to the applicable forms of Notes	[ ]
<b>INDEX-LINKED NOTES</b>	
49. (a) Type of Index-Linked Notes	[Indexed Interest Notes / Indexed Redemption Amount Notes]
(b) Index/Formula by reference to which Interest Rate / Interest Amount is to be determined	[ ]
(c) Manner in which the Interest Rate / Interest Amount is to be determined	[ ]
(d) Interest Period(s)	[ ]
(e) Interest Payment Date(s)	[ ]
(f) Provisions where calculation by reference to Index and/or Formula is impossible or impracticable	[ ]
(g) Minimum Interest Rate	[ ]
(h) Maximum Interest Rate	[ ]

<p>(i) Other terms relating to the method of calculating interest</p>	<p>[       ]</p>
<p><b>OTHER NOTES</b></p>	
<p>50. If the Notes are not Partly Paid Notes, Instalment Notes, Fixed Rate Notes, Floating Rate Notes, Mixed Rate Notes, Zero Coupon Notes or Index-linked Notes or if the Notes are a combination of any of the foregoing, set out the relevant description and any additional Terms and Conditions relating to such Notes.</p>	<p>[       ]</p>
<p><b>PROVISIONS RELATING TO REDEMPTIONS</b></p>	
<p>51. Redemption at the option of the Issuer:</p> <p>if yes:</p> <p>(a) Optional Redemption Date(s)</p> <p>(b) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s)</p> <p>(c) Minimum period of notice (if different from Condition 8.2)</p> <p>      [•]</p> <p>(d) If redeemable in part:</p> <p>      Minimum Redemption Amount(s)</p> <p>      [•]</p> <p>      Higher Redemption Amount(s)</p> <p>(e) Other terms applicable on Redemption</p> <p>      [•]</p>	<p>[ Yes/No ]</p>
<p>52. Redemption at the option of the Noteholders:</p> <p>if yes:</p> <p>(a) Optional Redemption Date(s)</p> <p>(b) Optional Redemption Amount(s) method, if any, of calculation of such amount(s)</p> <p>(c) Minimum period of notice (if different from Condition 8.3)</p> <p>      [•]</p> <p>(d) If redeemable in part:</p> <p>      Minimum Redemption Amount(s)</p> <p>      Higher Redemption Amount(s)</p> <p>(e)</p>	<p>[ Yes/No       ]</p>

<p>Other terms applicable on Redemption</p> <p>[•]</p> <p>(e) Other terms applicable on Redemption</p> <p>(f) Attach pro forma put notice(s)</p> <p>(f)</p> <p>[</p>	
<p>53. Early Redemption Amount(s) payable on redemption for taxation reasons or on Event of Default</p>	<p>[ ]</p>
<p>54. Final Redemption Amount</p>	<p>[ ]</p>

**Responsibility**

The Issuer certifies that, to the best of its knowledge and belief, there are no facts that have been omitted which would make any statements in the Programme Memorandum and this Pricing Supplement false or misleading and that all reasonable enquiries to ascertain such facts have been made and that the Programme Memorandum and this Pricing Supplement contains all information required by law.

The Issuer shall accept full responsibility for the accuracy of the information contained in the Programme Memorandum, this Pricing Supplement, any other applicable pricing supplements and the annual report or the amendments to the annual report, except as otherwise stated therein.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ [ ]

For and on behalf of

IOST Company Ltd

\_\_\_\_\_

Name:

Capacity: Authorised Signatory

\_\_\_\_\_

Name:

Capacity: Authorised Signatory