



**Pricing Supplement in relation to  
the First Issue of Notes under the EUR 50 Million Multi-currency Note Programme of  
IOST Company Ltd  
("Pricing Supplement")**

This Pricing Supplement constitutes an Applicable Pricing Supplement relating to the issue of Notes as described herein. The Pricing Supplement, which was initially approved by the Board on 16 January 2019, has been amended to include particulars given in compliance with the Listing Rules published by the SEM. 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 21 December 2018 (as amended for the purpose of the listing), as may be further updated and amended from time to time (the "**Programme Memorandum**"). 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. The issue of the Notes described herein has been approved by the board of directors of the Issuer on 16 January 2019. The Notes have already been sold and no longer available, in whole or in part, to public.

DESCRIPTION OF NOTES	
1. Issuer	IOST Company Ltd
2. Arranger	MCB Capital Markets
3. Investors	Qualified Investors (as defined in the Programme Memorandum)
4. Type of Tranche of Notes	Fixed Rate Secured Notes
5. Specified Currency	MUR
6. Tenor	5 Years
7. Tranche Reference	02- FRNMUR5Y
8. Nominal Amount Per Note	MUR 1,000
9. Issue Price per Note	100% of the Nominal Amount per Note
10. Aggregate Nominal Amount	MUR 92.9 million
11. Purpose	The Aggregate Nominal Amount of the Tranches has been used to settle part of the shareholders loan contracted in 2014 to purchase two tuna seiners namely the Morn Seselwa and Morne Blanc
12. Important Dates	
a) Issue Date	25 January 2019
b) Interest Commencement Date	Payment Date
c) Maturity Date	25 January 2024

<b>13. First Date of Listing and Trading<sup>1</sup></b>	28 May 2019 Price per Note: MUR 1,048.10
<b>14. Interest Rate</b>	6% p.a.
<b>15. Interest Payment Date</b>	25 April, 25 July, 25 October and 25 January of each year (subject to the Business Day Convention) The first Interest Payment Date shall be 25 April 2019
<b>16. Rating</b>	Not applicable
<b>17. Day Count Fraction</b>	The day count fraction is the actual number of days in the relevant Interest Period divided by 365 days
<b>18. Business Day Convention</b>	Following Business Day Convention
<b>19. Agent</b>	<b>MCB Registry &amp; Securities Ltd</b> , a public company limited by shares with a business registration number C07009196 and having its registered office at MCB Centre Sir William Newton Street, Port Louis, Mauritius
<b>20. Noteholders' Representative</b>	<b>ENSafrica (Mauritius)</b> , 19 Church Street, Port Louis, Mauritius
<b>21. Redemption at the option of the Issuer</b>	Not Applicable
<b>22. Covenants</b>	<p>The covenants herein shall remain in force during the whole tenor of the Notes:</p> <p><b>1. <u>Gearing Ratio</u></b></p> <p>The Issuer shall not, and the Issuer procures that any member of the Group shall not, without the prior written consent of the Noteholders' Representative (which consent shall not be unreasonably withheld or delayed), incur any Financial Indebtedness (other than the Permitted Financial Indebtedness) that would have the effect of causing the Gearing Ratio of the Group to exceed, from the Issue Date until the Maturity Date, <b>1.80x</b>.</p> <p><b>2. <u>Negative pledge</u></b></p> <p>The Issuer shall not, and the Issuer procures that none of the Vessel Owners shall not, without the prior written consent of the Noteholders' Representative (which consent shall not be unreasonably withheld or delayed), create or permit to subsist any Security Interests over any of the Charged Vessels other than the Security Interests that relate directly to item (i) of the definition of Permitted Financial Indebtedness.</p> <p><b>3. <u>Debt Service Reserve Account</u></b></p> <p>The Issuer covenants that it shall maintain the Debt Service Reserve Account until the Maturity Date, and to comply with the terms and conditions applicable thereto.</p> <p><b>4. <u>Coverage Ratio</u></b></p> <p>The Issuer procures that the Group will, for the duration of the Notes, maintain:</p> <ul style="list-style-type: none"> <li>• a DSCR of at least <b>1.30x</b>; and</li> <li>• an ICR of at least <b>2.0x</b>.</li> </ul> <p><b>5. <u>Disposals</u></b></p>

<sup>1</sup> The prices are indicative and will be adjusted to the nearest tick size as per the Trading Procedures

	<p>Except as may be permitted by the Charge, the Issuer shall not permit, without the prior written consent of the Noteholders' Representative, which consent shall not be unreasonably withheld or delayed, the transfer or disposal of the Vessels by any Vessel Owner.</p> <p><b>6. <u>Restriction on Dividends</u></b></p> <ul style="list-style-type: none"> <li>➤ The Issuer procures that no dividend or other distributions shall be declared or paid by SAPMER Investissements: <ul style="list-style-type: none"> <li>(a) if any interest payment on the Notes is due and unpaid;</li> <li>(b) an Event of Default has occurred and is continuing or would occur as a result of such payment; or</li> <li>(c) the financial covenants set out in this Pricing Supplement have not been met in the most recent certificate of compliance, unless compliance with such financial covenant has been waived by the Noteholders' Representative.</li> </ul> </li> <li>➤ Subject to the foregoing, the Issuer shall, at least 15 Business Days before dividends or other distributions are declared or paid by SAPMER Investissements, provide to the Noteholders' Representative a certificate (in a form satisfactory to the Noteholders' Representative) duly signed by two directors of the Issuer: <ul style="list-style-type: none"> <li>(i) confirming that the payment of such dividends/ distributions in respect of the financial year concerned will not, on a forward looking basis, cause or permit a default under the financial covenants in respect of the next financial year; and</li> <li>(ii) specifying the Group projected cash flow for the next financial year.</li> </ul> </li> </ul> <p><b>7. <u>Maintenance of the Vessels</u></b></p> <p>The Issuer shall procure that at all times the Vessels shall be maintained in a seaworthy condition and in good running order and repair in accordance with first class ship ownership and ship management practice. Furthermore, the Issuer shall not do, or omit to do, anything the doing, or omission, of which could, or might, result in the registration of the Vessels as a (i) Seychelles or (ii) France flag vessel (as the case may be) being forfeited or imperilled.</p> <p><b>8. <u>Meeting with Noteholders</u></b></p> <p>The Issuer procures that Sapmer Investissements shall organise an annual meeting of Eligible Noteholders (the "Annual Meeting") by latest the 30<sup>th</sup> June of each year (subject to the Business Day Convention). Notice of the Annual Meeting shall be sent to all Eligible Noteholders and the Noteholders' Representative at least fourteen (14) days prior to the scheduled date of the Annual Meeting. The aim of the Annual Meeting is <i>inter alia</i> to keep the Eligible Noteholders updated about the performance of the Group. The Annual Meeting shall be held in Mauritius.</p> <p><b>9. <u>Corporate Restructuring</u></b></p> <p>The Issuer shall not enter into any amalgamation, demerger, merger or corporate reconstruction, public offering of shares (other than those that relate to transaction(s) between entities of the Group) without the prior written consent of the Noteholders' Representative (such consent not to be unreasonably withheld or delayed).</p> <p><b>10. <u>Change of business</u></b></p> <p>The Issuer shall procure that no substantial change is made to the general nature or scope of the business of the Issuer and of the Vessel Owners from that carried on at the date of this Pricing Supplement.</p> <p><b>11. <u>Insurance</u></b></p> <p>In relation to the Charged Vessels, the Issuer shall not and procures that all members of the Group shall not take any action or omit to take any action if such action or omission would render any insurance void or incapable of being effected, maintained or renewed or permit any insurer to cancel such insurance.</p>
<b>23. Undertakings</b>	The following undertakings shall remain in force from the Issue Date until the Maturity Date (or such other date as may be agreed between the Issuer and the Noteholders' Representative):

	<p><b>1. <u>Financial Statements</u></b></p> <ul style="list-style-type: none"> <li>➤ The Issuer undertakes to furnish such information on itself as may be required by applicable laws (including the Issuer’s audited financial statements for each financial year) to the Noteholders and the Noteholders’ Representative, when it becomes a reporting issuer, i.e. after the listing of the Notes.</li> <li>➤ In addition the Issuer procures that SAPMER Investissements will provide the Noteholders’ Representative with an electronic copy of the audited consolidated financial statements of SAPMER Investissements for each financial year within forty five days of their approval by the shareholders of SAPMER Investissements.</li> </ul> <p><b>2. <u>Provision of a compliance certificate</u></b></p> <p>The Issuer shall supply to the Noteholders’ Representative, a certificate of compliance with the covenants set out in this Pricing Supplement:</p> <ul style="list-style-type: none"> <li>(a) within 180 (one hundred and eighty) days after the end of each of its financial years; and</li> <li>(b) at such other time as the Issuer may determine in its sole discretion.</li> </ul> <p>The first certificate of compliance shall be issued in respect of the financial year ending on 31 December 2019.</p> <p><b>3. <u>Notifications of default and proceedings</u></b></p> <p>The Issuer shall notify the Noteholders’ Representative in writing, promptly upon becoming aware of the occurrence of any Event of Default (and at the same time inform the Noteholders’ Representative of any action taken or proposed to be taken to remedy it).</p> <p><b>4. <u>Change of Control</u></b></p> <p>The Issuer procures that the Shareholder shall remain under the Control (directly or indirectly) of Mr. Jacques de CHATEAUVIEUX.</p>
<p><b>24. Form of the Notes</b></p>	<p>The Notes have been issued in inscribed form and accordingly no certificates have been issued.</p>
<p><b>25. Status of the Notes</b></p>	<p>The Notes will constitute debt obligations of the Issuer secured by the Security Interests set out in paragraph 26, and will rank:</p> <ul style="list-style-type: none"> <li>➤ In respect of the Issuer: <ul style="list-style-type: none"> <li>(a) <i>pari passu</i> with (i) banking institutions in respect of bank loans (if any) and (ii) noteholders of existing and future issue of Notes under the Programme up to the Aggregate Nominal Amount;</li> <li>(b) <i>pari passu</i> without any preference among themselves;</li> <li>(c) senior to (i) instruments classified as equity (including the Perpetual Bonds) and (ii) holders of all classes of share capital of the Issuer.</li> </ul> </li> <li>➤ In respect of the Vessel Owners as providers of the Maritime Mortgage, the Maritime Longliners Mortgage and the Maritime Pot Vessel Mortgage respectively: <p><u>IOST Vessel</u></p> <p>Up to a maximum aggregate principal amount of EUR 6 million:</p> <ul style="list-style-type: none"> <li>(a) junior to all senior debts contracted with the Senior Banks that benefit from first rank maritime mortgages on the IOST Vessel;</li> <li>(b) junior to (i) bank loans contracted, or (ii) Notes which may be issued by any entities of the Group to refinance part or all senior debts contracted with the Senior Banks referred in (a) above; and</li> <li>(c) <i>pari passu</i> among themselves;</li> </ul> <p><u>SAPMER SA Vessels</u></p> <p>First rank shared <i>pari passu</i> with all noteholders under this Pricing Supplement subject to a maximum Loan to Value of 75%.</p> </li> </ul>

<p><b>26. Security Interests</b></p>	<p>The below Security Interests have been granted in favour of the Noteholders' Representative for the benefit of the Noteholders.</p> <p>The Notes are secured by way of:</p> <p>(a) A corporate guarantee ("<b>Corporate Guarantee</b>") from SAPMER Investissements effective from the Issue Date until the Maturity Date;</p> <p>(b) A pledge over each Debt Service Reserve Account ("<b>Pledge</b>");</p> <p>(c) A second ranked statutory mortgage ("<b>Maritime Mortgage</b>") over the IOST Vessel (being in the form prescribed under the Merchant Shipping Act 1995 of Seychelles ) created by the Vessel Owner for a maximum aggregate principal amount of up to EUR 6 million; and</p> <p>(d) A first ranked statutory mortgage over the SAPMER SA Vessels ("<b>Maritime Longliners Mortgage</b>"), being in the form prescribed under the applicable French legislation.</p> <ul style="list-style-type: none"> <li>• The IOST Vessel has, based on an independent appraisal report dated 23<sup>rd</sup> October 2018, an aggregate value of EUR 20,000,000 for an outstanding indebtedness of USD 7,417,500 (c. EUR 6,415,000, based on an exchange rate of EUR/USD 1.15) as of 10 December 2018. The SAPMER SA Vessels have, based on an independent appraisal report dated 23<sup>rd</sup> October 2018, an aggregate value of EUR 17,000,000 without any outstanding indebtedness.</li> </ul>
<p><b>27. Method of sale</b></p>	<p>Private Placement</p>
<p><b>28. Method of Payment</b></p>	<p>Investors are informed that following the listing of the Notes on the Exchange, interest will be paid to Noteholders as per the prevailing instructions on the CDS Account of the Noteholder. Notwithstanding the foregoing, applicants should note that for interest payment, no <i>cheques</i> will be issued by the Agent. Accordingly, in the event the disposal mode on the CDS Account of holders of the Notes is "By Cheque", the noteholder will be promptly notified by the Agent that the interest amount is being held with the Agent until the noteholder provides a valid bank account.</p> <p>Furthermore, where invalid bank accounts are provided, the concerned Noteholders shall make the necessary arrangements to provide a valid bank account upon being notified that the interest amount is being held with the Agent. No interest will be payable on such interest amount held with the Agent.</p>
<p><b>29. Listing</b></p>	<p>Official List of the SEM.</p>
<p><b>30. Transfer of Notes</b></p>	<p>The Notes shall be freely transferrable. Transfer of Notes will be effected in accordance with the terms of the Programme Memorandum.</p>
<p><b>31. Governing law</b></p>	<p>Laws of the Republic of Mauritius</p>
<p><b>32. Definitions</b></p>	<p>In this Pricing Supplement, unless inconsistent with the context or otherwise defined, the capitalised terms below shall have the meaning ascribed to them as follows:</p> <ul style="list-style-type: none"> <li>➤ "<b>Charge</b>" means the Maritime Mortgage, the Maritime Longliners Mortgage and the Maritime Pot Vessel Mortgage taken collectively;</li> <li>➤ "<b>Charged Vessels</b>" means Morne Blanc (Ref 50243), Ile Bourbon (Ref FK924311 L), Mascareignes III (Ref FK924312 M), Cap Horn 1 (Ref FK 924318), Albius (Ref FK9244327 D), Austral (Ref FK 692717);</li> <li>➤ "<b>Control</b>" has the meaning ascribed to it under the Companies Act 2001;</li> <li>➤ "<b>Cross Default</b>" any of the following (other than the Financial Indebtedness contemplated hereunder) shall be deemed to be a Cross-Default: <ul style="list-style-type: none"> <li>(a) any Financial Indebtedness of the Group is not paid when due nor within any originally applicable grace period; or</li> </ul> </li> </ul>

	<p>(b) any Financial Indebtedness of the Group is declared to be or otherwise becomes due and payable before its specified maturity as a result of an event of default (however described)</p> <p><b>PROVIDED ALWAYS</b> that the events or circumstances above have or could reasonably be expected to have a Material Adverse Effect</p> <ul style="list-style-type: none"> <li>➤ <b>“DSCR”</b> means, in respect of the Group (calculated on a consolidated basis), the ratio of EBITDA to the Finance Charges for the relevant financial year;</li> <li>➤ <b>“Debt Service Reserve Account”</b> means the bank account pledged to the benefit of the Noteholders’ Representative whereby the Issuer will, for the purpose of servicing interest payments, credit on a monthly basis as from the Payment Date, a quantum of cash equal to one third of the Quarterly Interest Amount;</li> <li>➤ <b>“EBITDA”</b> in relation to the Group, refers to earnings before interest, taxes, depreciation, and amortization;</li> <li>➤ <b>“Equity”</b> means, in relation to the Group, the aggregate, at any time, of: (a) its fully paid-up share capital, (b) its retained earnings and (c) any other reserves approved by the Noteholders’ Representative, but excludes any (i) translation reserve (where applicable); and (ii) fair value reserve;</li> <li>➤ <b>“Event of Default”</b> in addition to the events specified in the Programme Memorandum, the following shall each constitute an Event of Default: <ul style="list-style-type: none"> <li>(a) occurrence of a Cross Default;</li> <li>(b) any breach of any of the covenants, warranties and/or undertakings set forth in this Pricing Supplement, including covenants, warranties and/or undertakings procured for and on behalf of the Group; or</li> <li>(c) any breach of any of the warranties and undertakings set forth herein and in the Security Documents establishing the Charge and the Pledge;</li> </ul> </li> <li>➤ <b>“Expert Surveyor”</b> means, an expert surveyor of good repute and having at least 10 years’ experience in valuing vessels of the type of the Vessels;</li> <li>➤ <b>“Eligible Noteholders”</b> means, in relation to an Annual Meeting, the Noteholders who appear in the Register 14 days prior to the scheduled date of the Annual Meeting;</li> <li>➤ <b>“Financial Indebtedness”</b> in relation to the Group, shall mean any indebtedness, for or in respect of: <ul style="list-style-type: none"> <li>(a) moneys borrowed;</li> <li>(b) any amount raised by acceptance under any credit facility;</li> <li>(c) any amount raised (other than under this Programme and the Applicable Pricing Supplement(s) issued thereunder) pursuant to any note purchase facility or the issue of bonds (including the Perpetual Bonds), notes, debentures, loan stock or any similar instrument;</li> <li>(d) the amount of any liability as lessee in respect of any lease or hire purchase contract which would, in accordance with IFRS, be treated as a finance or capital lease;</li> <li>(e) any counter-indemnity or reimbursement obligation in respect of any guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;</li> <li>(f) any shares which are expressed to be redeemable; and</li> <li>(g) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (f) above;</li> </ul> </li> <li>➤ <b>“Finance Charges”</b> means the aggregate amount of all principal, interest, payments in the nature of interest, discount, margin, letter of credit and guarantee fees, commitment fees, rent or payments under finance leases and any other recurrent payments in the nature of the foregoing, including gross-ups and increased cost payments;</li> </ul>
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	<ul style="list-style-type: none"> <li>➤ <b>“Gearing Ratio”</b> means, in relation to the Group and on a consolidated basis, the ratio of Net Debt to Equity for the relevant financial year;</li> <li>➤ <b>“Group”</b> means Sapmer Investissements and all its subsidiaries (including the Issuer);</li> <li>➤ <b>“ICR”</b> means, in respect of the Group (calculated on a consolidated basis), the ratio of EBITDA to the Interest Expense for the relevant financial year.</li> <li>➤ <b>“Interest Expense”</b> means the aggregate amount of all interest, payments in the nature of interest and any other recurrent payments in the nature of the foregoing, including gross-ups and increased cost payments;</li> <li>➤ <b>“IOST Vessel”</b> means Morne Blanc (Ref: 50243)</li> <li>➤ <b>“Loan to Value”</b> means the Financial Indebtedness that are or may be inscribed against the Charged Vessels expressed as a percentage of the market value of those Charged Vessels certified by an expert surveyor;</li> <li>➤ <b>“Maritime Pot Vessel Mortgage”</b> means the maritime mortgage in respect of Austral, the vessel owned by Armas Peche SAS (a subsidiary of SAPMER SA)</li> <li>➤ <b>“Material Adverse Effect”</b> means any event or circumstance, or change in events or circumstances or a combination of events or circumstances, which has or is likely to have, in the reasonable opinion of the Noteholders’ Representative, a material adverse effect on: <ul style="list-style-type: none"> <li>(a) the Issuer’s and/or each Vessel Owner ability to perform and comply with its obligations under the Programme and/or the Pricing Supplements issued thereunder as they fall due;</li> <li>(b) The financial conditions, assets, revenues or prospects of the Issuer or Vessels Owners; or</li> <li>(c) the validity or enforceability of, or the effectiveness or ranking of any Security Interest granted under the Programme and/or the Pricing Supplements issued thereunder</li> </ul> </li> <li>➤ <b>“Morne Blanc”</b> means the vessel owned by Morne Blanc Tuna Cie bearing reference number 50243;</li> <li>➤ <b>“Net Debt”</b> means in relation to the Group, at any time, the total Financial Indebtedness less the cash and cash equivalents;</li> <li>➤ <b>“New Vessels Appraisal”</b> means in relation to the Vessels, the appraisal thereof to be carried out by an evaluator of good repute for the purpose of determining the present value of the Vessels;</li> <li>➤ <b>“Permitted Financial Indebtedness”</b> means: <ul style="list-style-type: none"> <li>(i) Financial Indebtedness of the Issuer and all members of the Group that exists before the date of this Pricing Supplement and includes amounts raised under this Pricing Supplement and the Applicable Pricing Supplement that will be issued to refinance the Perpetual Bonds;</li> <li>(ii) Any overdrafts, revolving credit facility or other facilities incurred/ utilised in the ordinary course of business to cater inter alia for the cyclical nature of the Group business; and</li> <li>(iii) Such other Financial Indebtedness that the Issuer and the Noteholders’ Representative may from time to time categorise as Permitted Financial Indebtedness;</li> </ul> </li> <li>➤ <b>“Perpetual Bonds”</b> means the perpetual bonds issued by IOST Company Ltd on 16 April 2014;</li> <li>➤ <b>“Quarterly Interest Amount”</b> means the Interest Amount for a quarter payable on each Interest Payment Date, as determined by the Agent;</li> <li>➤ <b>“SAPMER SA Vessels”</b> means Albius (Ref FK9244327 D), Ile Bourbon (Ref FK924311 L), Mascareignes III (Ref FK924312 M), Cap Horn 1 (Ref FK 924318) and Austral (Ref FK 692717), being France flag vessels ;</li> <li>➤ <b>“Senior Banks”</b> means The Mauritius Commercial Bank Limited and the Trade &amp; Development Bank (previously known as the Eastern &amp; Southern Africa Trade and Development Bank)</li> <li>➤ <b>“Shareholder”</b> means, at any time, the person owning share capital issued by the Issuer at such time (being, as at the date hereof, Sapmer Investissements)</li> </ul>
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	<ul style="list-style-type: none"> <li>➤ <b>“Vessels”</b> means each of the IOST Vessel and of the SAPMER SA Vessels;</li> <li>➤ <b>“Vessel Owner”</b> means (i) in relation to the IOST Vessel Morne Blanc Tuna Cie and (ii) in relation to the SAPMER SA Vessels, Sapmer SA or the applicable subsidiary or affiliate of Sapmer SA</li> </ul>
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**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 this \_\_\_\_\_ day of \_\_\_\_\_ 2019

For and on behalf of **IOST Company Ltd**

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Name:

Capacity: Director

\_\_\_\_\_

Name:

Capacity: Director