ADDENDUM TO THE PRICING SUPPLEMENT IN RELATION TO THE SECOND ISSUE OF NOTES UNDER THE EUR 50 MILLION MULTI-CURRENCY NOTE PROGRAMME OF IOST COMPANY LTD

dated this 16th day of September 2020

("ADDENDUM")

BETWEEN:

(1) IOST Company Ltd, public company limited by shares incorporated in the Republic of Mauritius with company number C118171 and having its registered office at IFS Court, Bank Street, TwentyEight, Cybercity Ebène 72201 (the "**Issuer**"); and

(2) ENSafrica (Mauritius), a company limited by shares with business registration number C119274 and having its registered office at 19, Church Street, Port Louis 11327, Mauritius acting in its capacity of noteholders' representative by virtue of a noteholders' representative agency agreement dated 25 January 2019 (the "**Noteholders' Representative**")

RECITALS

Whereas:

A. The Issuer has, pursuant to a multi-currency note programme of a maximum aggregate nominal value of EUR 50 million (the "**Initial Programme**") and the pricing supplement dated 16 January 2019 as amended by an amendment letter dated 25 January 2019 (the "**Initial Pricing Supplement**"), privately placed notes (the "**Notes**") consisting of the following tranche:

(a) Tranche 02- FRNMUR5Y, comprising of 92,900 notes of Nominal Value MUR 1,000.

B. The Notes issued under the Tranche 02- FRNMUR5Y were subsequently admitted on the Official Market of The Stock Exchange of Mauritius Ltd ("**SEM**") under the terms and conditions as specified in the Initial Programme and the Initial Pricing Supplement, as amended to comply with the Listing Rules and approved by the Listing Executive Committee of the SEM on 14 May 2019 (respectively, the "**Programme**" and the "**Pricing Supplement**").

C. As per the terms of the Pricing Supplement, the Issuer has covenanted to, during the tenor of the Notes, comply and/ or procure compliance by the Group (as defined in the Pricing Supplement), with the undertakings and/or covenants specified therein, notably the following (the "**Relevant Covenants**"):

(a) a gearing ratio not exceeding 1.80x;
(b) an interest coverage ratio (ICR) of at least 2.00x;
(c) a debt service coverage ratio of at least 1.30x ("**DSCR Covenant**"); and
(d) a loan-to-value ("**LTV Covenant**") not exceeding 75%.

D. For the financial year ended 31 December 2019, the financial performance of the Group (as defined in the Pricing Supplement) was severely impacted by a combination of plummeting tuna prices and lower volume driven by global market conditions and unfavourable thermocline.

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Despite this negative financial performance, the Group complied with all the Relevant Covenants, except with the DSCR Covenant.

E. In 2020, the adverse impact of the COVID-19 pandemic is causing unprecedented harm to both the supply of and demand for SAPMER's products. In this context, the Issuer expects that:

a. it and/or the Group might not be able to satisfy the Relevant Covenants for the financial year ending on 31 December 2020; and

b. for the financial year ending on 31 December 2021, the loan-to-value (as determined in the Pricing Supplement) to increase beyond the threshold limit prescribed by the LTV Covenant.

F. Following the class meetings of the holders of the Notes (the "**Noteholders**") held on 28 August 2020, the Issuer has obtained the following consents applicable to Tranche 02- FRNMUR5Y under the Pricing Supplement:

a. a waiver of compliance by the Group with the DSCR Covenant for the financial year ended on 31 December 2019;

b. a waiver of compliance with the Relevant Covenants by the Issuer and/ or the Group, for the financial year ending 31 December 2020 only;

c. a waiver of compliance by the Issuer with the LTV Covenant, which shall be increased from 75% to 80% for the financial year ending 31 December 2021 only;

d. a waiver of compliance by the Issuer and/or the Group with all four Relevant Covenants, and an exceptional granting of compliance with any three out of the four Relevant Covenants, for the financial year ending 31 December 2021 only.

e. an early redemption right at the option of the Issuer provided that the early redemption amount is financed by internal sources and/or funds obtained from disposal of assets; and

f. additional undertakings of the Issuer and associated early redemption rights at the option of the Noteholders subject to the terms and conditions set out below.

G. The Issuer and the Noteholders' Representative are therefore executing this Addendum to record amendments contemplated herein to the Pricing Supplement and this Addendum shall constitute an integral part of the Pricing Supplement.

IT IS NOW THEREFORE FORMALLY AGREED AND COVENANTED AS FOLLOWS:

1. Capitalised terms used herein and not defined shall have the meaning ascribed to them in the Pricing Supplement.

2. In furtherance to the Resolutions, the Issuer and the Noteholders' Representative agree to amend the Pricing Supplement in accordance with the following new terms and conditions (the "**Amendments**"):

(a) In Clause 22 (*Covenants*) of the Pricing Supplement, the following paragraph 12 (*Loan to Value*) is inserted:

*"**12. <u>Loan to Value for the financial year ending 31 December 2021 in relation to Tranche 02- FRNMUR5Y</u>***

In relation to Tranche 02- FRNMUR5Y, any Loan to Value threshold limit shall be increased from 75% to 80% for the financial year ending 31 December 2021 only."

(b) In Clause 22 (*Covenants*) of the Pricing Supplement, the following Paragraph 13 (*Covenants Test for the financial year ending 31 December 2021*) is inserted:

*"**13. <u>Covenants Test for the financial year ending 31 December 2021 in relation to Tranche 02- FRNMUR5Y</u>***

In relation to Tranche 02- FRNMUR5Y, for the financial year ending 31 December 2021 only, the obligation of the Issuer to comply with the Gearing Ratio, the DSCR, the ICR and the Loan to Value ratio (as amended) set out above, shall be limited to any three out of these four covenants."

(c) Clause 21 (*Redemption at the option of the Issuer*) of the Pricing Supplement is removed and replaced by the following clause:

"In relation to Tranche 02- FRNMUR5Y:

- *The Issuer shall have, at its sole discretion and at any time, the right to early redeem the whole or part of the Notes, on a pro-rata basis to the Notes in issue in respect of all Tranches, on any Interest Payment Date without any Minimum Redemption Amount or Higher Redemption Amount, provided that the Early Redemption Amount is financed by internal sources and/or funds obtained from disposal of assets.*
- *The Optional Redemption Amount payable by the Issuer shall be calculated on the basis of a price per Note equal to the Nominal Amount, increased by a premium equal to 1% of the relevant Optional Redemption Amount.*
- *For the early redemption to be effective, the Issuer shall give written notice to the SEM, the Noteholders and the Noteholder's Representative in accordance with the Programme Memorandum at least 30 days prior to the intended date of the early redemption.*
- *The Optional Redemption Date shall be the Interest Payment Date following immediately the date on which the notice is sent to the Noteholders and the Noteholder's Representative."*

(d) In Clause 23 (*Undertakings*) of the Pricing Supplement, the following Paragraph 5 (*Adjusted Free Cash Flow Amount*) is inserted:

*"**5. <u>Adjusted Free Cash Flow Amount in relation to Tranche 02- FRNMUR5Y</u>***

In relation to Tranche 02- FRNMUR5Y:

For each financial year until the Maturity Date or the early redemption of the Notes in whole, the Issuer undertakes to provide the Noteholders and the Noteholders' Representative, with the amount of the adjusted free cash flow of Sapmer Investissements

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*(the "**Adjusted Free Cash Flow Amount**"), within fifteen (15) Business Days of the approval by the shareholders of the Sapmer Investissements consolidated audited annual financial statements (the "**Adjusted Free Cash Flow Notice**"). The Adjusted Free Cash Flow Amount will be the results (K) of the following calculations, based on the Sapmer Investissements consolidated audited annual financial statements:*

Net cash flow from operating activities		*A*
*Less Income Tax adjustment**		*(B)*
*Less Employee cost adjustment***		*(C)*
Net cash flow from operating activities after adjustments		*D*
Less CAPEX funded internally		
CAPEX for the year	*E*	
Less financing of CAPEX (bank loans, bonds)	*(F)*	*(G)*
Net cash flow from operating activities after CAPEX		*H*
Less Debt repayment (excl debt refinancing)		*(I)*
Less Interest payments		*(J)*
Net cash flow after adjustments for cash build up		***K***
** adjustment for increase or decrease in income tax actually paid vs. amount reported in Audited P&L*		
***adjustment for increase or decrease in employee costs paid vs. amounts reported in Audited P&L*		

a) *If 25% of the Adjusted Free Cash Flow Amount plus the Deferred Amount (as defined below) as at the date of the Adjusted Free Cash Flow Notice (the "**Total Available Amount**") is equal to or greater than EUR 350,000, the Adjusted Free Cash Flow Notice will state a number of Notes that can be redeemed by each Noteholder, in accordance with paragraph 33 (Redemption at the option of the Noteholders).*

b) *If the Total Available Amount is lower than EUR 350,000, the Issuer undertakes to carry such amount forward to the following financial year (the "**Deferred Amount**").*

c) *If the Issuer considers that the Adjusted Free Cash Flow Amount and/or the Total Available Amount do not reflect the actual cash flow situation of the Group for a particular financial year, the Issuer shall be entitled to seek the consent of the Noteholders in order to waive the early redemption right set out in paragraph 23(5)a) before sending the Adjusted Free Cash Flow Notice.*

d) *As from the Maturity Date or the early redemption of the Notes in whole, the terms and conditions of this paragraph 5 (Adjusted Free Cash Flow Amount) shall cease to apply."*

(e) The following Clause 33 (*Redemption at the option of the Noteholders*) is inserted in the Pricing Supplement:

33. Redemption at the option of the Noteholders	*Within five Business Days of the Adjusted Free Cash Flow Notice received pursuant to paragraph 23 (5) a), each Noteholder shall have the right, to request and compel the Issuer by notice in writing (the "**Put Notice**") the early redemption of such number of Notes as indicated in the Adjusted Free Cash Flow Notice.*

	For each Noteholder, the number of Notes that can be redeemed is the result (E) of the following calculation, rounding to the nearest smallest denomination: $(A/B) \times (C/1{,}000) \times D = E$ *where* ***A*** *is the EUR equivalent of the Nominal Amount value of the Notes held by the Noteholder as at the Adjusted Free Cash Flow Notice;* ***B*** *is the EUR equivalent of the aggregate Nominal Amount value of the Notes in issue as at the Adjusted Free Cash Flow Notice;* ***C*** *is the Total Available Amount;* ***D*** *is equal to 1 for the EUR denominated Notes or is equivalent to the prevailing exchange rate for the MUR and USD denominated Notes; and* ***E*** *is the number of Notes that can be redeemed for the Noteholder (rounding to the nearest smallest denomination).* *The EUR equivalent exchange rate will be determined on the basis of the MCB mid-rate on the date of the approval by the shareholders of Sapmer Investissements of the audited annual financial statements.* *The Optional Redemption Amount payable by the Issuer shall be calculated on the basis of a price per Note equal to the Nominal Amount.* *The Optional Redemption Date shall be the Interest Payment Date immediately following the date on which the Put Notice is sent to the Issuer.* *Minimum Redemption Amount and Higher Redemption Amount are not applicable.* *Any Noteholder exercising its Put Option shall bear the applicable trading costs according to the Applicable Procedures.*

3. Save and except the variations and amendments contemplated in this Addendum, all the other terms and conditions of the Pricing Supplement as amended shall remain unchanged and in full force and effect.

4. This Addendum together with all the provisions of the Pricing Supplement as amended shall be unconditional, binding and in full force on the date hereof.

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5. Except as provided herein, no default by the Issuer in the performance of or compliance with any provision of the Pricing Supplement (as amended by this Addendum) shall be waived or discharged, except with the express written consent of the Noteholders or the Noteholders' Representative.

6. No waiver by Noteholders or the Noteholders' Representative of any default by the Issuer in the performance of or compliance with any of the provisions of the Pricing Supplement (as amended by this Addendum) shall operate or be construed as a waiver of any other or further default whether of a like or different character.

7. No failure to exercise, nor delay or omission by the Noteholders or the Noteholders' Representative in exercising, any right, power or remedy conferred on it under this Addendum or provided by law shall (i) affect that right, power or remedy, or (ii) operate as a waiver of it.

8. No single or partial exercise by the Noteholders or the Noteholders' Representative of any right, power or remedy shall prevent any further exercise of that right, power or remedy or the exercise of any other right, power or remedy.

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