



Bayport Management Limited
Cleansing Presentation
August 2024

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BAYPORT
FINANCIAL SERVICES

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HoldCo Cash Flow Projections Overview

BML expects CFADS of c.\$29m in FY24, with an increase thereafter to a c.\$54-69m range between FY25 and FY28, driven by normalisation of cash flows to BML post-closing of BML's recapitalisation transaction

Overview of Cash Flows at HoldCo (\$m)

<i>in USD millions</i>	'21A	'22A	'23B	'24E	'25E	'26E	'27E	'28E
A <u>Dividends received from OpCo</u>								
Africa	7.5	18.7	24.4	23.4	32.7	35.0	38.2	40.7
Insurance	28.1	11.2	14.0	13.2	9.2	10.9	12.8	14.4
Total Dividends	35.6	30.0	38.4	36.6	41.9	45.9	51.0	55.1
B <u>Operational Cash Flows</u>								
Africa	46.5	15.5	19.9	7.2	19.5	12.9	5.5	6.5
LatAm	85.4	(12.2)	(9.1)	(9.0)	4.2	-	-	-
Insurance	(2.3)	(3.5)	4.5	(4.3)	0.2	(0.0)	(0.2)	(0.2)
C BML	4.2	20.7	(5.3)	(2.5)	(9.4)	(12.7)	(13.3)	(13.9)
Support Entities	(3.4)	(2.6)	(4.8)	0.6	12.4	11.3	11.2	9.6
Total Operational Cash Flow	130.4	17.9	5.2	(8.0)	26.8	11.4	3.2	2.1
CFADS	166.1	47.9	43.5	28.7	68.8	57.3	54.2	57.2

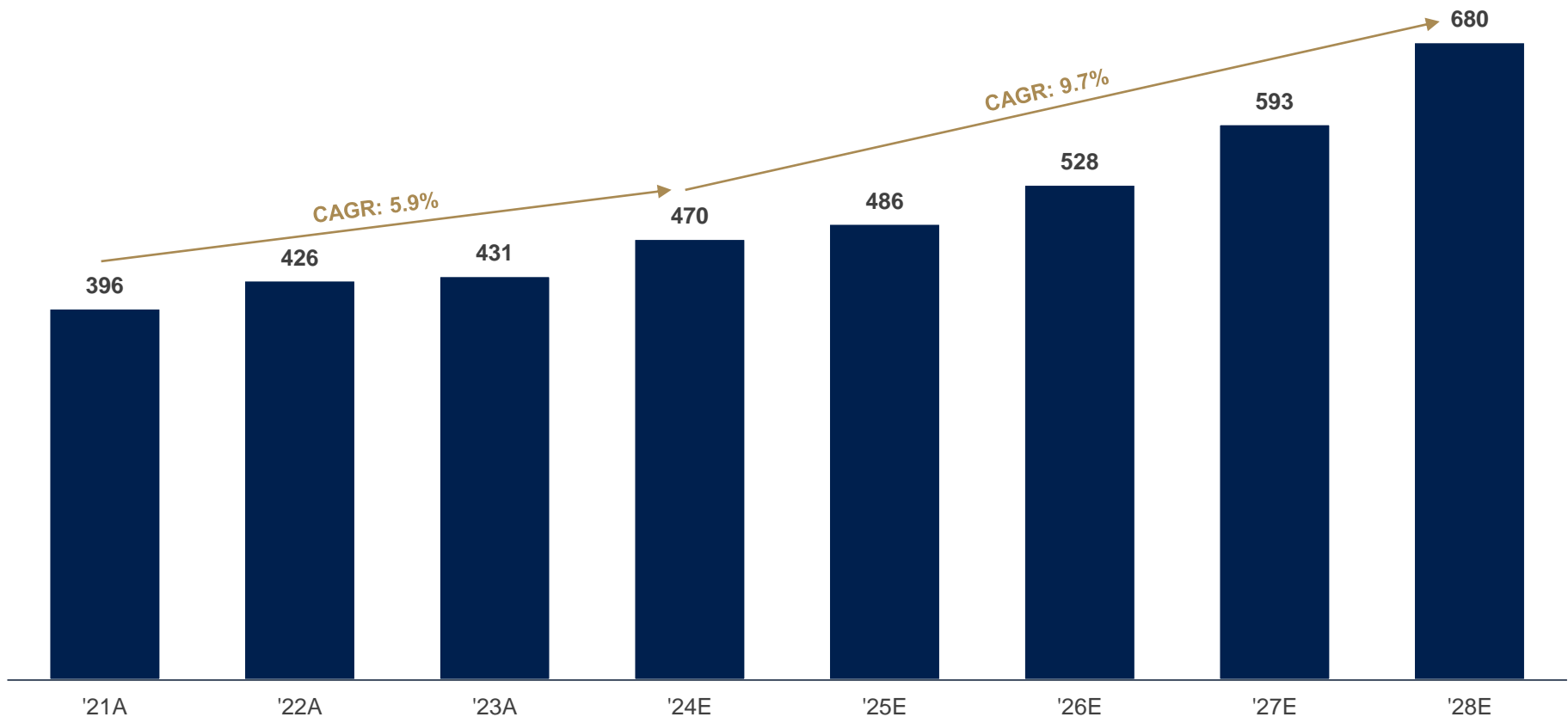
Commentary

- A** Dividends are upstreamed from certain African and Insurance entities to HoldCo. **The dividend payout policy is based on the profitability of these entities but also their leverage, measured through their Equity-to-Assets ratio**
- B** Operational Cash Flows represent cash inflows and outflows from/to OpCos in the form of: **(i) repayment of shareholder loans provided to OpCos, (ii) payment of management and other fees to HoldCo, (iii) equity injections from HoldCo, and (iv) HoldCo and other costs**
- C** Furthermore, HoldCo has c.\$9-14m operating cash needs annually over the next few years to cover its liquidity needs (excl. interest costs and debt repayments)

HoldCo Net Asset Value Evolution

Strong net asset value growth at 5.9% p.a. from FY21 to FY24 and with NAV forecasted to grow to \$680m in FY28

NAV Evolution (\$m)



Super Senior New Money Facility

Super Senior New Money Facility											
Principal	<ul style="list-style-type: none"> \$26.6m to be provided by an existing institutional senior lender to BML (open to participation by other lenders under existing senior loans) 										
Use of Proceeds	<ul style="list-style-type: none"> Approximately \$20.8m anticipated to be available after usage for the Elevation Amount, for (i) liquidity enhancement, (ii) payment of fees in connection with the Transaction, and (iii) payment in cash of the 2% structuring fee in connection with the Super Senior New Money Facility. The “Elevation Amount” shall be the total of (i) \$4.4m, and (ii) the amount that would be required to settle in full the accrued interest due on \$4.4m principal debt owing to the existing institutional lender committed under the Lock-up Agreement to provide the Super Senior New Money Facility. If other existing senior lenders participate in the Super Senior New Money Facility, the Elevation Amount is to be shared with them pro rata to their participations 										
Maturity	<ul style="list-style-type: none"> 34 months from first utilisation date 										
Amortization	<ul style="list-style-type: none"> Outstanding balance to be amortized in equal instalments over last 6 months of the Super Senior New Money Facility 										
Interest	<ul style="list-style-type: none"> Interest of SOFR + ratchet cash margin per annum Cash margin ratchet to be determined based on percentage of NAV (excluding Zambia) obtained as security post-closing of the recapitalisation element of the Transaction (the “Recapitalisation Effective Time”) <table border="1"> <thead> <tr> <th>Security Obtained (% NAV excluding Zambia⁽¹⁾)</th> <th>Margin, per annum</th> </tr> </thead> <tbody> <tr> <td>39% security</td> <td>5.25%</td> </tr> <tr> <td>60% security</td> <td>5.03%</td> </tr> <tr> <td>80% security</td> <td>4.60%</td> </tr> <tr> <td>100% security</td> <td>3.95%</td> </tr> </tbody> </table>	Security Obtained (% NAV excluding Zambia ⁽¹⁾)	Margin, per annum	39% security	5.25%	60% security	5.03%	80% security	4.60%	100% security	3.95%
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39% security	5.25%										
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Covenants and Restrictions	<ul style="list-style-type: none"> No incremental Senior Obligor debt incurrence Other covenants and restrictions (refer to the “Covenants” page) 										
Excess Cash Flow Sweep	<ul style="list-style-type: none"> See senior debt terms for Excess Cash Flow Sweep definition on the next page 										
The “Excess Cash Flow Sweep Waterfall”	<ul style="list-style-type: none"> Applicable to proceeds from Excess Cash Flow Sweep only⁽²⁾ <ul style="list-style-type: none"> Reinstated Senior Secured Credit Facility / Reinstated Senior Secured Notes (pro-rata) PIYC interest Super Senior New Money Facility principal Reinstated Senior Secured Credit Facility / Reinstated Senior Secured Notes (pro-rata) principal Reinstated Subordinated Loan Facility / Reinstated Subordinated Notes (pro-rata) PIYC interest Reinstated Subordinated Loan Facility / Reinstated Subordinated Notes (pro-rata) principal 										
The “Other Mandatory Prepayments Waterfall”	<ul style="list-style-type: none"> Super Senior New Money Facility Reinstated Senior Secured Credit Facility / Reinstated Senior Secured Notes (pro-rata) Reinstated Subordinated Loan Facility / Reinstated Subordinated Notes (pro-rata) 										

Senior Recap Debt Instruments Terms

Amendment to the terms of the Senior Loans and the Senior Notes (*pari passu* basis)

	Reinstated Senior Secured Credit Facility	Reinstated Senior Secured Notes
Principal	<ul style="list-style-type: none"> Principal amount plus accrued interest (including any applicable default interest) under the Senior Loan Instruments to be exchanged into principal under a single new senior facility (the “Reinstated Senior Secured Credit Facility”), except for the existing Overdraft Facility which will be reinstated on a committed basis as a new overdraft facility up to an agreed maximum limit of \$15m New overdraft facility to be committed until the maturity date under the Senior Recap Debt Instruments or, if earlier, the date on which the debt under the other Senior Recap Debt Instruments are fully discharged 	<ul style="list-style-type: none"> Principal amount plus accrued interest (including any applicable default interest) under the Senior Notes to be exchanged into a single new senior bond (the “Reinstated Senior Secured Notes”)
Maturity	<ul style="list-style-type: none"> Jun-28 	
Interest	<ul style="list-style-type: none"> Interest of SOFR + 2.50% cash margin + 5.20% PIYC margin per annum Fixed cash portion to be paid quarterly (with the exception of the first 6 months post-Recapitalisation Effective Time during which period all interest would be PIYC) with PIYC portion swept or accruing quarterly 	
Amortization	<ul style="list-style-type: none"> N/A 	
Covenants and Restrictions	<ul style="list-style-type: none"> No incremental Senior Obligor debt incurrence Other covenants and restrictions (refer to the “Covenants” page) 	
Restructuring fee	<ul style="list-style-type: none"> 2.00% restructuring fee, payable in kind or on another non-cash basis 	
Excess Cash Flow Sweep	<ul style="list-style-type: none"> “Excess Cash Flow Sweep”: Subject to a \$10m minimum cash threshold, excess cash to be used in accordance with the Excess Cash Flow Sweep Waterfall. Minimum cash threshold to allow for operational expenses and fixed cash interest (under senior and super senior instruments) and amortisation payments (under super senior instrument) 	
Excess Cash Flow Sweep Waterfall	<ul style="list-style-type: none"> See new money debt terms on previous page 	
Other Mandatory Prepayments Waterfall	<ul style="list-style-type: none"> See new money debt terms on previous page 	

Subordinated Recap Debt Instruments Terms

Amendment to the terms of the Subordinated Loans and the Subordinated Notes (*pari passu* basis)

	Reinstated Subordinated Loan Facility	Reinstated Subordinated Notes
Principal	<ul style="list-style-type: none"> Principal amount plus accrued interest (including any applicable default interest) under the Subordinated Loan Instruments to be exchanged into principal under one or more subordinated bilateral facilities on amended terms (the “Reinstated Subordinated Loan Facility”) 	<ul style="list-style-type: none"> Principal amount plus accrued interest (including any applicable default interest) under the Subordinated Notes to be exchanged into a single new subordinated bond (the “Reinstated Subordinated Notes”)
Maturity	<ul style="list-style-type: none"> Dec-28 	
Interest	<ul style="list-style-type: none"> Interest of SOFR + 10.00% PIYC margin per annum payable/accrued quarterly 	
Amortization	<ul style="list-style-type: none"> N/A 	
Covenants and Restrictions	<ul style="list-style-type: none"> No covenants applicable while Super Senior New Money Facility and Senior Recap Debt Instruments remain in place except for limited negative covenants Covenants for Subordinated Recap Debt Instruments to be applicable if Senior Recap Debt Instruments have been repaid in full, based on the latter’s covenant package 18 months pre-discharge or (if later) as at the Recapitalisation Effective Time For events of default, refer to the “Covenants” page) 	
Restructuring fee	<ul style="list-style-type: none"> 2.00% restructuring fee, payable in kind 	
Excess Cash Flow Sweep	<ul style="list-style-type: none"> See senior debt terms on the previous page 	
Excess Cash Flow Sweep Waterfall	<p>See new money debt terms on page 5</p>	
Other Mandatory Prepayments Waterfall	<p>See new money debt terms on page 5</p>	

Covenants

Covenants

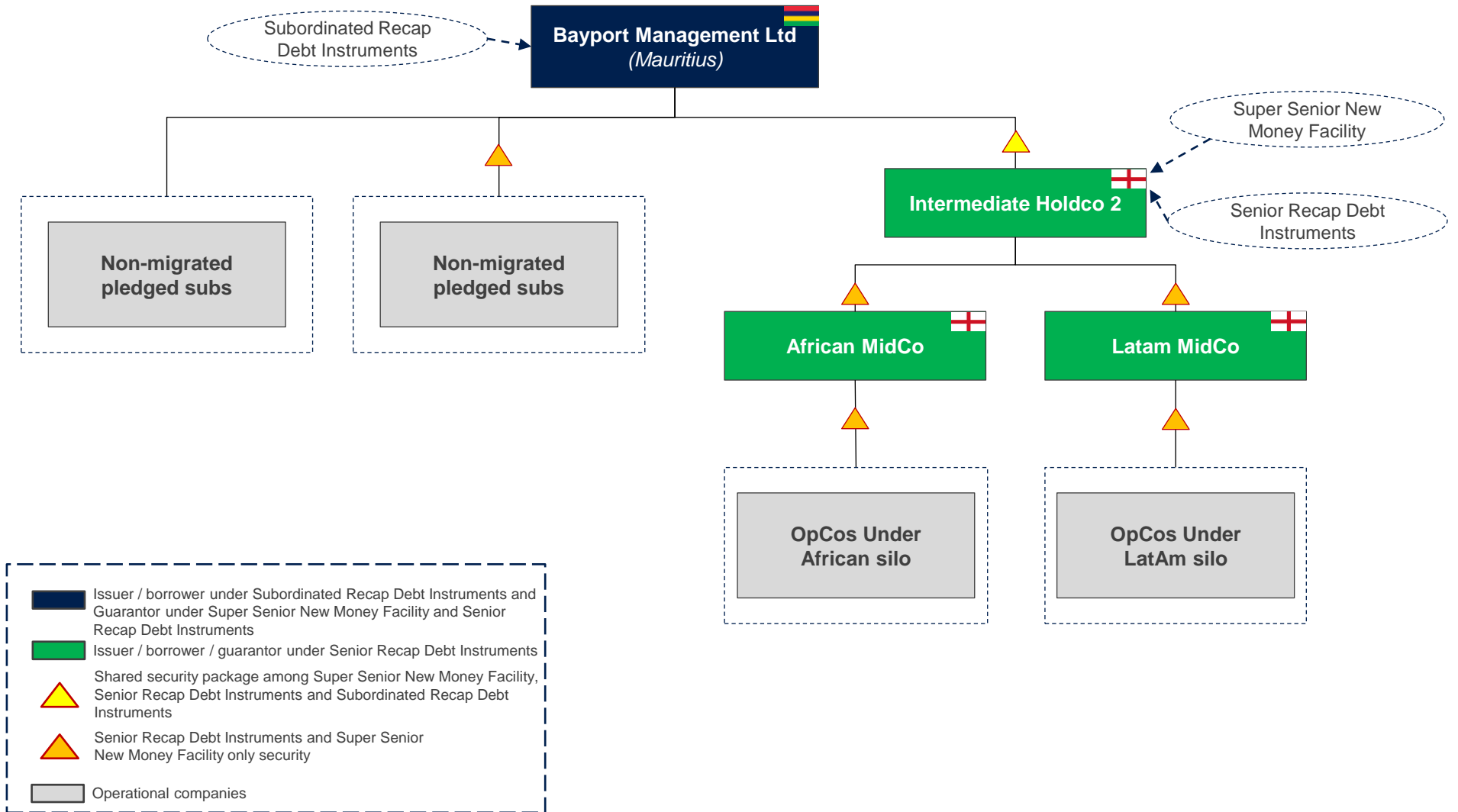
Covenants and Events of Default

- While Senior Recap Debt Instruments are outstanding, covenants to benefit (i) Super Senior New Money Facility and (ii) Senior Recap Debt Instruments, with no covenants for the Subordinated Recap Debt Instruments other than the covenants specified on previous page
- Financial covenants
 - ICR breach subject to holiday period of 12 months from Recapitalisation Effective Time and thereafter to remain above 1.35x
 - Senior debt / NAV ratio not to exceed 1.05x in 1st year following the Recapitalisation Effective Time with covenant ratcheting down by 0.05x at the last quarter of each fiscal year
- Customary (based on size and credit quality of Group) events of default subject to grace periods (including 6-month cash coupon grace period post-Recapitalisation Effective Time) and materiality thresholds and exceptions to be agreed
- Corporate reorganisation to be completed to reorganise group into new holding structure with ring-fencing between African business silo and LatAm business silo
- If corporate reorganisation is not materially complete (materiality threshold to be agreed) within 12 months (subject to 3-month extension with senior and super senior creditor consent) senior creditors (with subordinated creditor consent if no event of default is continuing under the Senior Recap Debt Instruments, otherwise without subordinated creditor consent) to have the right to instruct BML to initiate a solvent asset sale process(es) that would be run on an arm's length, competitive open market basis, with proceeds to be distributed per the waterfall in the intercreditor agreement. To facilitate this:
 - in respect of a sale where an event of default is continuing under the Senior Recap Debt Instruments, security agent to be empowered by holders of Subordinated Recap Debt Instruments to convert into limited recourse debt instruments (or, with agreement between BML and the relevant debt holder, equity) any debt under the Subordinated Recap Debt Instruments that exceeds the net sale proceeds, provided that the sale has been run in accordance with the above parameters, and
 - in respect of a sale instructed where no event of default is continuing under the Senior Recap Debt Instruments, security agent to be empowered by holders of Subordinated Recap Debt Instruments, holders of Senior Recap Debt Instruments and the lender(s) under the Super Senior New Money Facility to convert into limited recourse debt instruments (or, with agreement between BML and the relevant debt holder, equity) any debt under the relevant instrument(s) that exceeds the net sale proceeds
- 12 months following the occurrence of the Recapitalisation Effective Time, BML to appoint an advisor to conduct a strategic review of the Group and its investments

Other Terms

Other Terms	
Issuer / Borrower of Debt	<ul style="list-style-type: none"> ▪ <u>Super Senior New Money Facility</u>: A new wholly owned subsidiary of BML (“Intermediate HoldCo 2”) ▪ <u>Reinstated Senior Secured Credit Facility and the Reinstated Senior Secured Notes</u>: Intermediate HoldCo 2 ▪ <u>Reinstated Subordinated Loan Facility and the Reinstated Subordinated Notes</u>: BML
Guarantors	<ul style="list-style-type: none"> ▪ <u>Super Senior New Money Facility and the Senior Recap Debt Instruments</u>: Intermediate HoldCo 2, (a new wholly owned subsidiary set up to hold the entities related to the African business, a new wholly owned subsidiary set up to hold the entities related to the LatAm business, and the Company until such time as the full corporate reorganization has completed (collectively, the “Senior Obligors”) ▪ <u>Subordinated Recap Debt Instruments</u>: None
Collateral	<ul style="list-style-type: none"> ▪ Super Senior New Money Facility, Senior Recap Debt Instruments and Subordinated Recap Debt Instruments will benefit from a shared security package comprised of: (i) shares held by BML in Intermediate HoldCo 2 and (ii) receivables owed by Intermediate HoldCo 2 to BML. Super Senior New Money Facility to receive 1st priority, Senior Recap Debt Instruments to receive 2nd priority and Subordinated Recap Debt Instruments to receive 3rd priority (regulated by intercreditor agreement that will contain customary fair value safe harbours for release of shared security) ▪ Super Senior New Money Facility and Senior Recap Debt Instruments will share security over (i) all assets of each Senior Obligor other than BML, (ii) shares in the Operating Subsidiaries that will remain owned by BML as at the Recapitalisation Effective Date and security over the corresponding intercompany receivables, and (iii) BML’s bank accounts. Super Senior New Money Facility to receive 1st priority, Senior Recap Debt Instruments to receive 2nd priority (regulated by intercreditor agreement)
Intercreditor agreement	<ul style="list-style-type: none"> ▪ Intercreditor agreement to contain customary fair value safe harbours for release of shared security, to include (1) arm’s length, competitive sale process, (2) where not reasonably practicable to conduct an arm’s length, competitive sale process, or where doing so would not in the opinion of a financial adviser maximise value, delivery of a fairness opinion or (3) sale is made by, or at the direction of, an insolvency practitioner appointed in respect of BML or its assets
Documentation and conditionality	<ul style="list-style-type: none"> ▪ Customary (based on size and credit quality of Group) representations and warranties, and events of default ▪ Subject to customary conditions precedent for a transaction of this nature, including obtaining the regulatory and third-party consents required to grant the security agreed to be granted at the Recapitalisation Effective Time and take the corporate reorganisation steps agreed to be taken by or upon the Recapitalisation Effective Time ▪ Execution of long-form documentation and completion of the Transaction is also conditional upon obtaining the requisite bondholder and lender consents
Management Incentive Plan	<ul style="list-style-type: none"> ▪ MIP will provide for incentivisation payments to management based on repayment of the Reinstated Senior Recap Debt Instruments, with increased incentives for earlier repayment ▪ Separate MIP to be put in place with similar construct, for repayment of Subordinated Recap Debt Instruments ▪ Final MIP terms to be agreed upon prior to the Recapitalisation Effective Time between management and the remuneration committee of BML and the relevant majorities of consenting creditors under the Lock-up Agreement

Simplified corporate structure at Recapitalisation Effective Time



Simplified Corporate Structure Upon Completion of Full Corporate Reorganisation (to Occur After the Recapitalisation Effective Time)

