

## Pricing Supplement

**THIS PRICING SUPPLEMENT** was entered into on 20 May 2020 and has been amended and restated on the Amendment and Restatement Date (as defined below).

### PREMIUM TOBACCO HOLDINGS LIMITED

(Incorporated as a BVI business company in accordance with the laws of British Virgin Islands with company no. 517245)

Issue of up to USD 20,000,000 Floating Rate Secured Notes Due 2026

### UNDER THE USD 100,000,000

### MULTICURRENCY MEDIUM TERM NOTE PROGRAMME

This document constitutes the Applicable Pricing Supplement relating to the issue of the Series of Notes described herein. Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions set out in the Listing Particulars dated 23 September 2019 (as amended on 19 May 2020) and bearing the reference LEC/P/07/2019. The Notes described in this Pricing Supplement are subject to the Terms and Conditions in the Listing Particulars and this Pricing Supplement must be read in conjunction with such Listing Particulars. To the extent that there is any conflict or inconsistency between the contents of this Pricing Supplement and the Listing Particulars, the provisions of this Pricing Supplement shall prevail.

Applications will be considered only from persons to whom this Pricing Supplement has been sent by, or on behalf of, Premium Tobacco Holdings Limited. Only such persons have the right to apply for the Notes hereunder in terms of this Pricing Supplement and, therefore, such persons may not sell, transfer, cede, assign or renounce the right in favour of any other person. This Pricing Supplement will be published on the Stock Exchange of Mauritius Ltd.'s (SEM) website.

<b>Description of the Notes</b>		
1.	Issuer	Premium Tobacco Holdings Limited
2.	Tranche Number	01
3.	Series Number	02
4.	Specified Currency	United States Dollar ('USD')
5.	Aggregate Nominal Amount	USD 20,000,000
6.	Tranche 1	
	(a) Series 2	USD 20,000,000
7.	Status of the Notes	Senior secured Notes

8.	Issue Date	26 May 2020
9.	Specified Denomination of Notes	USD 10,000
10.	Issue Price	100% per cent of the Aggregate Nominal Amount
11.	Security of the Notes	<p>1) A Bank Account Pledge Agreement between the Issuer and the Noteholder in favour of the Noteholder (the "Bank Account Pledge Agreement"); and</p> <p>2) A Corporate Guarantee from Premium Tobacco International DMCC (Company No. DMCC 2727) (the "Guarantor"), a company incorporated in Dubai, UAE, and whose registered office is at 3601, 36th Floor; Jumeirah Business Centre 5; Cluster W; Jumeirah Lakes Towers; Dubai, United Arab Emirates, being a wholly-owned subsidiary of the Issuer.</p>
12.	Final Redemption Amount	USD 20,000,000
13.	Form of Notes	Registered
14.	Record Date	
15.	Closing Date	20 May 2020
16.	Notification of Allotment	Investec will be notified by (i) by delivery in person (ii) by a nationally recognized next day courier service, (iii) by registered mail (iv) by facsimile or (v) by electronic mail of its allotment by no later than 26 May 2020
17.	Method of Sale	Private Placement pursuant to the Subscription Agreement.
18.	Use of proceeds	The proceeds of Tranche 1, Series 2 will be used to finance the working capital requirements of the Group and for general business purposes.
19.	Listing	The Notes are listed on the Official List of the SEM
20.	First day of Listing	28 May 2020
<b>Provisions relating to Interest Payable</b>		
21.	Floating Rate Note Provisions	
	(a) Floating Rate of Interest	Secured Overnight Finance Rate (SOFR) plus Margin (as defined below) During each Interest Period the Note shall accrue interest pursuant to the provisions set out in Schedule 1 ( <i>Interest Accrual</i> ) of this Pricing Supplement
	(b) Broken Amount(s)	The first and last interest payments will be calculated as below: Floating coupon amount*Actual/360 (Floating)
	(c) Margin	4.75% per annum
	(d) Floating Coupon Amount	Nominal Amount * Floating Rate of Interest

(e) Day Count Fraction	Actual / 360 (Floating)
(f) Interest Commencement Date	Amendment and Restatement Date
(g) Interest Determination Date	Determined in accordance with Schedule 1 hereto.
(h) Minimum Interest Rate	Not Applicable.
(i) Maximum Interest Rate	Not Applicable.
(j) Interest Payment Dates	Quarterly payment in arrears, on 31 December, 31 March, 30 June and 30 September each year, as well as the Maturity Date
(k) Interest Period	Each 3 month period commencing on the expiry of the previous Interest Period, save that the first Interest Period shall commence on the Issue Date and end on the first Interest Payment Date and the final Interest Period shall end on the Maturity Date
(l) Capital Payments	Capital to be paid in full, as a bullet payment, on the Maturity Date (as defined below). The Facility Outstandings may be voluntarily prepaid in accordance with the Early Redemption terms set out below.
(m) Maturity Date	25 May 2026
(n) Default Rate	200 basis points + Floating Interest Rate
<b>Provisions regarding Redemption</b>	
22. Issuer's Early Redemption	<p>A Note may be prepaid in whole or in part (and if in part, by a minimum amount of US\$1,000,000 (one million Dollars) upon 5 Business Days' prior notice to the Noteholder</p> <p>Any prepayment (i) shall be made along with interest accrued on the amount prepaid (ii) shall be subject to Break Costs and Prepayment Fees; and (ii) may not be redrawn.</p> <p><b>"Prepayment Fee"</b> means the fee payable by the Issuer to the Noteholder should any Note (in whole or in part) be prepaid before its maturity date, and in the following amounts at the following times:</p> <p>(i) if the prepayment or redemption is made on or before the first anniversary of the Effective Date: 3% (three per cent) of the prepaid amount;</p> <p>(ii) if the prepayment or redemption is made after the first anniversary of the Effective Date but on or before the second anniversary of the Effective Date: 2% (two per cent) of the prepaid amount; and</p> <p>(iii) if the prepayment or redemption is made after the second anniversary of the Effective Date: 1% (one per cent) of the prepaid amount.</p>
23. Issuer's Optional Redemption	Not Applicable

24. Other terms applicable on Redemption

**Mandatory Prepayment (Illegality):** If it becomes unlawful in any applicable jurisdiction for the Noteholder to fund or maintain the Notes then the Noteholder may:

- a) promptly notify the Issuer upon becoming aware of such an event ("**Illegality Notice**"); and
- b) the Issuer shall repay the Facility Outstandings on the later of the following:
  - i. the date specified in the Illegality Notice; or
  - ii. last day of any applicable grace period permitted by applicable law.

**Mandatory Prepayment (Sanctions):** If any member of the Group is or becomes a Sanctioned Entity, participates in any manner in any Sanctioned Transaction or is found by a Sanctions Authority to have acted in breach of any Sanctions, the Issuer shall immediately notify the Noteholder (any such notice a "Sanctions Notice") on becoming aware of same and the Noteholder may without prejudice to any other rights or remedies which may be available to it at law or otherwise, declare the Facility Outstandings to be immediately due and payable on the later of the following:

- (i) the date specified in a notice issued by the Noteholder to the Issuer after receipt of the Sanctions Notice; or
- (ii) last day of any applicable grace period permitted by applicable law.

**Mandatory prepayment: Change of control**

For the purpose of this clause:

- a) "acting in concert" means, in respect of any person, a group of persons who, pursuant to an agreement or understanding (whether formal or informal), actively co-operate to obtain or consolidate control of that person.
- b) "Control" means, in relation to any person:
  - (i) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:
    - (A) cast, or control the casting of, more than 50% (fifty percent) of the maximum number of votes that might be cast at a general meeting of that person;
    - (B) the holding beneficially and legally of more than 50% (fifty percent) of the issued share capital of that person (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital);
    - (C) appoint or remove all, or the majority, of the directors or other equivalent officers of that person; or
    - (D) give directions with respect to the operating and financial policies of that person with which the directors or other equivalent officers of that person are obliged to comply; and/or
  - (ii) the holding (beneficially or legally) of 50% (fifty percent) or more of the issued share capital of that person (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital).

	<p>c) "Control Event" means:</p> <p>(i) any person or group of persons acting in concert, other than pursuant to the listing of the shares in the Issuer on a public stock exchange, gains direct or indirect Control of the Issuer and/or the Guarantor; or</p> <p>(ii) there is a change in the legal or beneficial shareholdings of the Issuer (other than pursuant to the listing of the shares in the Issuer on a public stock exchange);</p> <p>d) "the whole or a greater part" means, at any time and from time to time, assets or businesses of the members of the Group which, in aggregate, directly or indirectly, contribute:</p> <p>(i) 25% (twenty five percent) or more of total assets (as determined in accordance with IFRS); and/or</p> <p>(ii) assets which generate 25% (twenty five percent) or more of consolidated EBITDA (as determined in accordance with IFRS) of the Group,</p> <p>in each case of the Issuer, as determined by reference to the Issuer's most recent set of (i) annual audited consolidated financial statements; or (ii) consolidated management accounts, delivered to the Noteholder under this Pricing Supplement.</p> <p>e) If, at any time a Control Event occurs and/or a disposal of the whole or a greater part of the business or assets of any member of the Group occurs, then the Issuer shall promptly notify the Noteholder of the same (any such notice, a "Control Notice") and the Noteholder may declare the Facility Outstandings to be immediately due and payable, whereupon all such amounts shall become immediately due and payable, no earlier than the date falling 30 (thirty) days from and including the date of the Control Notice.</p>
25. Attach pro forma put notices	Not Applicable
<b>Distribution</b>	
26. Provisions regarding distribution	Not Applicable
27. Method of distribution	Not Applicable
<b>General</b>	
28. Additional selling restrictions	Not Applicable
29. Financial Centre(s) or other provisions relating to payment dates:	Not Applicable
30. Settlement procedures and settlement instructions	By electronic funds transfer in immediately available funds
31. Details of bank account(s) to which payments are to be made in respect of the Notes Settlement Procedures and	Beneficiary Bank: Citibank NA, New York Bank Address: 701 East 60th Street North, Sioux Falls, SD 57104, USA

Settlement Instructions	Beneficiary name: Investec Bank (Mauritius) Limited (Swift code: IVESMUMU) Beneficiary account number: 36151986 Swift Code: CITIUS33 ABA Code: 021000089 For further credit: Premium Tobacco Holdings Limited, 9 Columbus Centre, Pelican Drive, Road Town, Tortola, British Virgin Islands and MU08IVES1601000700167002000USD Reference: 195471
32. ISIN Number	MU0652D11199
33. Business Centre(s)	P.O Box 213598, Units 3601-3606, 36 <sup>th</sup> Floor, Jumeirah Business Centre 5, Plot W, Jumeirah Lake Towers, Dubai, United Arab Emirates
<b>Additional Information</b>	
34. Specify Agents(s), if different from Listing Particulars.	Not applicable.
35. Registrar and Transfer Agent	SBM Fund Services Ltd. Of 1, Queen Elizabeth II Avenue, 11328 Port Louis, Mauritius
36. Paying Agent	The Issuer
37. Arranger	Safyr Capital Partners Ltd of 11th Floor Bramer House, Cybercity, Ebene, 72201 Ebene, Mauritius
38. Books Closed Period:	Not Applicable
39. Last Day to Register:	Not Applicable
40. Additional Business Centre:	Not Applicable
41. Offer opens:	Not Applicable
42. Offer closes:	Not Applicable
43. Allotment date:	Investec will be notified by email or telephone of its allotment by no later than 26 May 2020
44. Announcement date:	20 May 2020
45. Payment date:	Payment must be received by the Issuer by 26 May 2020.
46. Issue Date:	The Notes will be issued to the Registrar by 26 May 2020.
47. Delivery date:	The Registrar will make the Notes available for delivery or dispatch to Investec against cleared funds within 15 days of the Issue Date.
48. Financial Condition	The Issuer shall ensure that:  (a) Shareholders' Equity: the Shareholders' Equity is, at all times during the Facility Period, at least USD 100,000,000 (one hundred million US Dollars) (or its equivalent in any other currency or currencies);

(b) Senior Debt Service Cover Ratio: the Senior Debt Service Cover Ratio in respect of any Relevant Period shall not be less than 1.10:1.00;

(c) Senior Leverage Ratio: the Senior Leverage Ratio in respect of any Relevant Period shall not exceed 7.50:1.00;

(d) Current Ratio: the Current Ratio is at all times no less than 1.00:1.00;

(e) Total Debt: the Total Debt is, at all times, not greater than USD450,000,000 (four hundred and fifty million US Dollars) (or its equivalent in any other currency or currencies).

For this section:

**“Borrowings”** means, at any time, the aggregate outstanding principal, capital or nominal amount (and any fixed or minimum premium payable on prepayment or redemption) of any indebtedness of members of the Group for or in respect of:

(a) moneys borrowed and debit balances at banks or other financial institutions;

(b) any acceptances under any acceptance credit or bill discount facility (or dematerialised equivalent);

(c) any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(d) any Finance Lease;

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis and meet any requirements for de-recognition under IFRS);

(f) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution in respect of an underlying liability of an entity which is not a member of the Group which liability would fall within one of the other paragraphs of this definition;

(g) any amount raised by the issue of shares which are redeemable (other than at the option of the issuer) before the Termination Date or are otherwise classified as borrowings under IFRS;

(h) any amount of any liability under an advance or deferred purchase agreement if (i) one of the primary reasons behind the entry into the agreement is to raise finance or to finance the acquisition or construction of the asset or service in question or (ii) the agreement is in respect of the supply of assets or services and payment is due more than 90 days after the date of supply;

(i) any amount raised under any other transaction (including any forward sale or purchase agreement, sale and sale back or sale and leaseback agreement) having the commercial effect of a borrowing or otherwise classified as borrowings under IFRS;

(j) any other amount owed on account of another form, type or category of Financial Indebtedness; and

(k) (without double counting) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in the preceding paragraphs.

**“Capital Expenditure”** means any expenditure or obligation in respect of expenditure (other than expenditure or obligations in respect of the acquisition of a company, business or undertaking (or

any interest in the same) which, in accordance with IFRS, is treated as capital expenditure.

**“Cash”** means, at any time, cash denominated in US Dollars, Euro, Pound Sterling in hand or at bank and (in the latter case) credited to a bank account in the name of a member of the Group and to which a member of the Group is alone (or together with other members of the Group) beneficially entitled and for so long as:

- (a) that cash is repayable on demand;
- (b) repayment of that cash is not contingent on the prior discharge of any other indebtedness of any member of the Group or of any other person whatsoever or on the satisfaction of any other condition;
- (c) there is no Security over that cash (save in favour of the Noteholder under the Transaction Documents); and
- (d) the cash is freely and immediately available to be applied in repayment or prepayment of the Facility Outstandings.

**“Cash Equivalent Investments”** means at any time:

- (a) any investment in marketable debt obligations issued or guaranteed by the government of the United States of America, the United Kingdom, or by an instrumentality or agency of any of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible or exchangeable to any other security;
- (b) commercial paper not convertible or exchangeable to any other security:
  - (i) for which a recognised trading market exists;
  - (ii) issued by an issuer incorporated in the United States of America or the United Kingdom;
  - (iii) which matures within one year after the relevant date of calculation; and
  - (iv) which has a credit rating of either A-1 or higher by Standard & Poor’s Rating Services or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody’s Investors Service Limited, or, if no rating is available in respect of the commercial paper, the issuer of which has, in respect of its long-term unsecured and non-credit enhanced debt obligations, an equivalent rating; or
- (c) any other debt security approved by the Noteholder, in each case, denominated US Dollars, Euro, Pound Sterling or any other currency approved by the Noteholder and to which any member of the Group is alone (or together with other members of the Group) beneficially entitled at that time and which is not issued or guaranteed by any member of the Group or subject to any Security (other than Security arising under the Transaction Documents).

**“Consolidated Current Assets”** means the aggregate consolidated amount of all assets of members of the Group realisable in the ordinary course of business within 12 months of such day which would be shown (in accordance with IFRS at that time) as Current Assets on a consolidated balance sheet of the Issuer.

**“Consolidated Current Liabilities”** means the aggregate consolidated amount of all liabilities of members of the Group payable within 12 months of such date which would be shown (in accordance with IFRS at that time) as Current Liabilities on a consolidated balance sheet of the Issuer.



**“Current Assets”** means the aggregate (on a consolidated basis) of all inventory, work in progress, trade and other receivables of each member of the Group including prepayments in relation to operating items and sundry debtors (but excluding Cash and Cash Equivalent Investments) expected to be realised within twelve months from the date of computation but **excluding** amounts in respect of:

- (a) receivables in relation to tax;
- (b) Exceptional Items and other non-operating items;
- (c) insurance claims; and
- (d) any interest owing to any member of the Group.

**“Current Liabilities”** means the aggregate (on a consolidated basis) of all liabilities (including trade creditors, accruals and provisions) of each member of the Group expected to be settled within twelve months from the date of computation but **excluding** amounts in respect of:

- (a) liabilities for Borrowings and Finance Charges;
- (b) liabilities for tax;
- (c) Exceptional Items and other non-operating items;
- (d) insurance claims; and

liabilities in relation to dividends declared but not paid by a member of the Group in favour of a person which is not a member of the Group.

**“Current Ratio”** means the ratio of Consolidated Current Assets to Consolidated Current Liabilities.

**“Debt Service”** means, in respect of any Relevant Period, the aggregate of:

- (a) Finance Charges for that Relevant Period;
- (b) all scheduled and mandatory repayments of Borrowings falling due and any voluntary prepayments made during that Relevant Period but excluding:
  - (i) any amounts falling due under any overdraft or working capital facility and which were available for simultaneous redrawing according to the terms of that facility;
  - (ii) for the avoidance of doubt, any mandatory prepayment made pursuant to any Transaction Document; and
  - (iii) any such obligations owed to any member of the Group or in respect of Shareholder Subordinated Debt; and
- (c) the amount of the capital element of any payments in respect of that Relevant Period payable under any Finance Lease entered into by any member of the Group,

and so that no amount shall be included more than once.

**“EBITDA”** means, in respect of any Relevant Period, the consolidated operating profit of the Group before taxation (excluding the results from discontinued operations):

- (a) **before deducting** any interest, commission, fees, discounts, prepayment fees, premiums or charges and other finance payments whether paid, payable or capitalised by any member of the Group (calculated on a consolidated basis) in respect of that Relevant Period;

- (b) **not including** any accrued interest owing to any member of the Group;
- (c) **after adding back** any amount attributable to the amortisation, depreciation or impairment of assets of members of the Group (and taking no account of the reversal of any previous impairment charge made in that Relevant Period);
- (d) **before taking into account** any Exceptional Items;
- (e) **after deducting** the amount of any profit (or adding back the amount of any loss) of any member of the Group which is attributable to minority interests;
- (f) **plus or minus** the Group's share of the profits or losses (after finance costs and tax) of Non-Group Entities **after deducting** the amount of any profit of any Non-Group Entity to the extent that the amount of the profit included in the financial statements of the Group exceeds the amount actually received in cash by members of the Group through Distributions by the Non-Group Entity;
- (g) **before taking into account** any unrealised gains or losses on any derivative or other financial instrument; and
- (h) **before taking into account** any gain or loss arising from an upward or downward revaluation of any other asset;

in each case, to the extent added, deducted or taken into account, as the case may be, for the purposes of determining operating profits of the Group before taxation.

**"Exceptional Items"** means any material items of an unusual or non-recurring nature which represent gains or losses including those arising on:

- (a) the restructuring of the activities of an entity and reversals of any provisions for the cost of restructuring;
- (b) disposals, revaluations, write downs or impairment of non-current assets or any reversal of any write down or impairment; and
- (c) disposals of assets associated with discontinued operations.

**"Finance Charges"** means, for any Relevant Period, the aggregate amount of the accrued interest, commission, fees, discounts, prepayment fees, premiums or charges and other finance payments in respect of Borrowings paid or payable by any member of the Group (calculated on a consolidated basis) in cash in respect of that Relevant Period:

- (a) **including** any upfront fees or costs;
- (b) **including** the interest (but not the capital) element of payments in respect of Finance Leases;
- (c) **including** any commission, fees, discounts and other finance payments payable by (and deducting any such amounts payable to) any member of the Group under any interest rate hedging arrangement; and
- (d) taking no account of any unrealised gains or losses on any derivative or other financial instruments.

together with the amount of any cash dividends or Distributions paid or made by the Issuer in respect of that Relevant Period and so that no amount shall be added (or deducted) more than once.

**"Finance Lease"** means any lease or hire purchase contract, a liability under which would, in accordance with IFRS, be treated as a balance sheet liability (other than a lease or hire purchase contract

which would, in accordance with IFRS as applied to the Original Financial Statements have been treated as an operating lease).

**“Financial Quarter”** means each period commencing on the day after one Relevant Date and ending on the next Relevant Date.

**“Financial Year”** means the annual accounting period of the Group ending on or about 30 March in each year.

**“Free Cash Flow”** means, in respect of any Relevant Period, EBITDA for that Relevant Period after:

(a) adding the amount of any decrease (and deducting the amount of any increase) in Working Capital for that Relevant Period;

(b) adding the amount of any cash receipts (and deducting the amount of any cash payments) during that Relevant Period in respect of any Exceptional Items not already taken account of in calculating EBITDA for any Relevant Period;

(c) adding the amount of any cash receipts during that Relevant Period in respect of any tax rebates or credits and deducting the amount actually paid or due and payable in respect of taxes during that Relevant Period by any member of the Group;

(d) adding (to the extent not already taken into account in determining EBITDA) the amount of any dividends or other profit Distributions received in cash by any member of the Group during that Relevant Period from any entity which is itself not a member of the Group and deducting (to the extent not already deducted in determining EBITDA) the amount of any dividends paid in cash during the Relevant Period to minority shareholders in members of the Group;

(e) adding the amount of any increase in provisions, other non-cash debits and other non-cash charges (which are not Current Assets or Current Liabilities) and deducting the amount of any non-cash credits (which are not Current Assets or Current Liabilities) in each case to the extent taken into account in establishing EBITDA;

(f) deducting the amount of any Capital Expenditure actually made in cash during that Relevant Period by any member of the Group except to the extent funded by Borrowings; or (ii) the proceeds of equity subscriptions for ordinary shares in the Issuer or shareholder debt subordinated in right and payment to the Facility Outstandings, in the case of both (i) and (ii) raised solely for the purposes of such Capital Expenditure,

and so that no amount shall be added (or deducted) more than once.

**“Non-Group Entity”** means any investment or entity (which is not itself a member of the Group (including associates)) in which any member of the Group has an ownership interest.

**“Relevant Date”** means each of 30 March, 30 June, 30 September and 31 December.

**“Relevant Period”** means each period of twelve months, ending on or about the last day of the Financial Year and each period of twelve months ending on or about the last day of each Financial Quarter.

**“Senior Debt Service”** means, in respect of any Relevant Period, Debt Service for that Relevant Period.

**“Senior Debt Service Cover Ratio”** means, in respect of any Relevant Period, the ratio of Free Cash Flow to Senior Debt Service.

	<p><b>“Senior Leverage Ratio”</b> means, in respect of any Relevant Period, the ratio of Total Debt as at the last day of that Relevant Period to EBITDA in respect of that Relevant Period.</p> <p><b>“Shareholder Subordinated Debt”</b> means any Borrowings owed by a member of the Group to any person holding (directly or indirectly) an ownership interest in any of the share capital of any member of Group where:</p> <p>(a) no amount is scheduled to become due and payable prior to the date falling three months after the Termination Date; and</p> <p>(b) the liabilities of any member of the Group in respect of such Borrowings are subordinated to the liabilities of the Issuer to the Noteholder under the Transaction Documents on terms acceptable to the Noteholder; and</p> <p>(c) the Issuer has provided to the Noteholder, not less than 15 days prior to the incurrence by any member of the Group of such Borrowings, details of the purpose toward which the proceeds will be applied.</p> <p><b>“Shareholders’ Equity”</b> means, at any time, the aggregate of:</p> <p>(a) the amount paid up or credited as paid up on the issued share capital of the Issuer as shown in the Issuer’s consolidated financial statements; and</p> <p>(b) the aggregate amount of the consolidated reserves (including retained earnings) of the Issuer as shown in the Issuer’s consolidated financial statements,</p> <p>but adjusted by:</p> <p>(i) <b>adding</b> any credit balance on the profit and loss account of the Issuer (to the extent not included in paragraph (b) above) or, as the case may be, deducting any debit balance on the profit and loss account of the Issuer as shown in the Issuer’s consolidated financial statements; and</p> <p>(ii) <b>deducting</b> any dividend or other Distribution declared, recommended or made by the Issuer out of profits earned up to and including the date of the last balance sheet of the Issuer to the extent that such Distributions are not provided for in the latest balance sheet of the Issuer as shown in the Issuer’s consolidated financial statements.</p> <p><b>“Termination Date”</b> means the third anniversary of the Issue Date.</p> <p><b>“Total Debt”</b> means, at any time, the aggregate amount of all obligations of members of the Group for or in respect of Borrowings at that time but:</p> <p>(a) <b>excluding</b> any such obligations to any other member of the Group or in respect of Shareholder Subordinated Debt; and</p> <p>(b) <b>including</b>, in the case of Finance Leases only, their capitalised value,</p> <p>and so that no amount shall be included or excluded more than once.</p> <p><b>“Working Capital”</b> means, on any date, Current Assets less Current Liabilities.</p>
49. Events of Default	The following an Event of Default replace Conditions 11 of the Terms and Conditions under the Listing Particulars:

1. **Non-payment:** An Obligor does not pay on the due date any amount payable pursuant to a Transaction Document at the place and in the currency in which it is expressed to be payable, unless failure to pay is caused by administrative or technical error or disruption event and payment is made within 2 Business Days of its due date.
2. **Financial Covenants:** An Obligor breaches a Financial Covenant.
3. **Other Obligations.** An Obligor does not comply with any provision of, or any of its obligations under any Transaction Document to which it is party (save for a Financial Covenant) provided that no Event of Default under this clause will occur if the failure to comply is capable of remedy and is remedied within 10 (ten) Business Days of the earlier of (A) the Noteholder giving notice to the Issuer of the failure to comply and (B) any Obligor becoming aware of the failure to comply.
4. **Misrepresentation:** Any representation or statement made or deemed to be made by an Obligor in the Transaction Documents or any other document delivered by or on behalf of the Issuer under or in connection with any Transaction Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.
5. **Cross Default**
  - (a) Subject to clause (b) below:
    - i) any Financial Indebtedness of any Obligor is not paid when due nor within any applicable grace period;
    - ii) any Financial Indebtedness of any Obligor is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described);
    - iii) any commitment for any Financial Indebtedness of any Obligor is cancelled or suspended by a creditor as a result of an event of default (however described); or
    - iv) any creditor of any Obligor becomes entitled to declare any Financial Indebtedness of any Obligor due and payable prior to its specified maturity as a result of an event of default (however described).
  - (b) There shall be no Event of Default for the purposes of clause if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within the above sub-clauses is less than USD5 000 000,00 (five million US Dollars) (or its equivalent in any other currency or currencies).
6. **Credit events:** Any Obligor is or is deemed by any authority or legislation to be unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its Financial Indebtedness. The value of the assets of any Obligor is less than its liabilities (taking into account contingent and prospective liabilities). A moratorium is declared in respect of any Financial Indebtedness of any Obligor. Any expropriation, attachment, sequestration, distress or execution affects any asset or assets of an Obligor is not discharged within 21 days.

7. **Insolvency:** Any corporate action, legal proceedings or other procedure or step is taken in relation to:
  - a) the suspension of payments, a moratorium of any indebtedness, bankruptcy, liquidation, insolvency, administration (or analogous process) or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of any Obligor;
  - b) a composition, compromise, assignment or arrangement with any creditor of any Obligor;
  - c) the appointment of a liquidator, receiver, administrative receiver, administrator, trustee, trustee in bankruptcy, compulsory manager or other similar officer in respect of any of any Obligor's assets; or
  - d) enforcement of any Security over any assets of any Obligor; or
  - e) or any analogous procedure or step is taken in any jurisdiction (save for any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 21 days of commencement).
8. **BVI Insolvency:** The Issuer is or becomes "insolvent" as that expression is specified in Section 8(1) of the BVI Insolvency Act, 2003 (as amended) of the British Virgin Islands, including circumstances where it is unable to pay its debts as they fall due or the value of its liabilities (including its contingent and prospective liabilities) exceeds the value of its assets.
9. **Unlawful:** It is or becomes unlawful for an Obligor to perform any of its obligations under the Transaction Documents.
10. **Cessation of validity:** Any obligation or obligations of an Obligor under the Transaction Documents are not or cease to be legal, valid, binding or enforceable.
11. **Authorisations:** Any Authorisation necessary for the conduct of the business, trade or ordinary activities of any Obligor as carried out as of the date of this Applicable Pricing Supplement is revoked, lapses, ceases to be in full force and effect or is amended with the result that it can no longer lawfully conduct its business, trade or carry on its ordinary activities.
12. **Suspension of business:** Any Obligor suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business.
13. **Court orders:** Any Obligor fails to comply with or pay by the required time any sum due from it under any final judgment or any final order made or given by a court or arbitral tribunal or other arbitral body, in each case of competent jurisdiction (and where for the purposes of this clause, "**final**" means that the judgment or order is not subject to further appeal).
14. **Audit Qualification:** The auditors of an Obligor qualify the audited annual financial statements of the Issuer.
15. **Repudiation:** An Obligor repudiates or terminates a Transaction Document or evidences an intention to repudiate or terminate a Transaction Document.
16. **Security Deposit:** The credit balance of the Bank Account is at any time less than the Security Deposit.
17. **Material Adverse Effect:** A Material Adverse Effect occurs.

	<p><b>18. Ownership</b></p> <p>The Issuer cease to hold, legally and beneficially, directly, 100% (one hundred percent) of the issued shares in the stated capital of the Guarantor, and/or (ii) to cast, or directly or indirectly Control (as defined in paragraph 19(b) of Schedule 6) the casting of, 100% (one hundred percent) of the votes that might be cast at a general meeting of the Guarantor.</p> <p><b>19. Expropriation</b></p> <p>The authority or ability of any Obligor to conduct its business is limited or wholly or substantially curtailed by any seizure, expropriation, nationalisation, intervention, restriction or other action by or on behalf of any governmental, regulatory or other authority or other person in relation to any Obligor or any of its assets.</p> <p><b>20. Acceleration</b></p> <p>On and at any time after the occurrence of an Event of Default the Noteholder may (without prejudice to any other rights which it may have under applicable law) by notice to the Issuer:</p> <ul style="list-style-type: none"> <li>a) declare that all or part of the Notes and other Facility Outstandings be immediately due and payable, whereupon they shall become immediately due and payable;</li> <li>b) declare that all or part of the Notes and other Facility Outstandings be payable on demand, whereupon they shall immediately become payable on demand by the Noteholder; or</li> <li>c) exercise any or all of its rights, remedies, powers or discretions under the Transaction Documents.</li> </ul>
50. Permitted distribution	<p>The Issuer shall not without the prior consent of the Noteholder (such consent not to not be unreasonably withheld) make, declare or pay any Distribution other than a Permitted Distribution.</p>
51. General indemnity	<p>The Issuer will, within 7 (seven) Business Days after a demand, indemnify the Noteholder against any loss which it may have suffered as a result of (a) the Issue Date not occurring after the fulfilment of the Conditions Precedent (other than by reason of wilful default or gross negligence by the Noteholder alone); (b) the occurrence of a Default; or (c) any other breach of the Transaction Documents by the Issuer. In this clause "<b>loss</b>" means a proven loss or expense of any kind certified as such by the Noteholder, or any losses arising as a result of funding the Issue Price or re-employing deposits which are no longer required for such funding.</p>
52. Currency indemnity	<p>If any sum due from the Issuer under the Transaction Documents ("Sum"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency ("First Currency") in which that Sum is payable into another currency ("Second Currency") for the purpose of (a) making or filing a claim or proof against the Issuer; or (b) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings, then in either case the Issuer will as an independent obligation, within 7 (seven) Business Days of demand, indemnify the Noteholder against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that person at the time of its receipt of that Sum. The Issuer waives any right it may</p>



	have in any jurisdiction to pay any amount under the Transaction Documents in a currency or currency unit other than that in which it is expressed to be payable.
53. Environmental Indemnity	The Issuer indemnifies the Noteholder against any proven loss or incurred by it (except to the extent caused by its gross negligence or wilful misconduct) which arises (i) by virtue of any actual breach of any Environmental Law by any member of the Group; or (ii) in connection with any claim, proceeding, formal notice or investigation by any person in respect of any Environmental Law which relates to the assets of any member of the Group or the operation of all or part of the business of any member of the Group.
54. Unwinding costs	If the Noteholder incurs any proven cost, expense or loss as a result of the Issuer prepaying any Facility Outstandings otherwise than on the due dates therefor (including, without limitation, on account of prepayments, early redemptions (under any circumstance) or due to acceleration action), then the Issuer shall immediately pay to the Noteholder on the basis of an indemnity and on first written demand the amount that Noteholder from time to time notifies to the Issuer as being the amount of those costs, expenses and losses incurred. For these purposes " <b>costs, expenses or losses</b> " include (i) Break Costs; and/or (ii) any premium, penalty, fee or expense incurred to liquidate or obtain third party deposits, borrowings, hedges or swaps in order to make, maintain, fund or hedge all or any part of the Issue Price paid for the Notes or prepayment (or early redemption) of the Notes, or any payment of all or part of the Notes upon acceleration.
55. Exceptions to the Listing Particulars	This Pricing Supplement takes exception to the following Conditions of the Listing Particulars: <ol style="list-style-type: none"> <li>1. Any references to Security Agent in the Listing Particulars shall be disregarded on the basis that Noteholder shall receive its Security under the Transaction Documents for itself alone. Accordingly, Condition 12 (Secured Notes) of the Listing Particulars shall not apply;</li> <li>2. Paragraph 8.7 (Payment) under Condition 8 (Redemption and Purchase) of the Listing Particulars shall be disregarded; and</li> <li>3. Condition 20 (Modification) of the Listing Particulars shall be disregarded.</li> </ol>
<b>Definitions</b>	
<b>"Amendment and Restatement Agreement"</b>	means the amendment and restatement agreement dated 22 May 2023 between the Noteholder and the Issuer, the parties agree to amend and restate this Pricing Supplement and the Subscription Agreement, all on the terms and conditions contained therein.
<b>"Amendment and Restatement Date"</b>	has the meaning given to that term "Effective Date" in the Subscription Agreement.
<b>"Authorisations"</b>	means an authorisation, consent, approval, resolution, licence, permit, exemption, filing, notarisation, lodgement or registration.
<b>"Bank Account"</b>	means the bank account pledged under and as described in the Bank Account Pledge Agreement.
<b>"Break Costs"</b>	means the amount (if any) by which (i) the interest which the Noteholder should have received for the period from the date of receipt



	of all or any part of its participation in a Note to the last day of the current Interest Period in respect of that Note, had the principal amount received been paid on the last day of that Interest Period; exceeds (ii) the amount which the Noteholder would be able to obtain by placing an amount equal to the principal amount on deposit with a leading bank in Mauritius for a period starting on the Business Day following receipt or recovery and ending on the last day of the current Interest Period.
<b>“Compliance Certificate”</b>	means a certificate provided by the Issuer which shall amongst other things, set out (in reasonable detail) computations as to compliance with the Financial Covenants, and shall be signed by two directors of the Issuer and, when delivered with the annual audited financial statements of the Issuer, shall be reported on by the Issuer’s auditors in the form agreed by the Issuer and the Noteholder.
<b>“Conditions”</b>	means the terms and conditions of the Notes set out in the Listing Particulars, and Condition shall be construed accordingly.
<b>“Corporate Guarantee”</b>	means the corporate guarantee dated 21 May 2020 between the Guarantor and the Noteholder, all on the terms set out therein.
<b>“Distribution”</b>	means in relation to a distribution by the Issuer to a shareholder, any payment (whether in cash or in specie) by way of interest or principal (whether in respect of an intercompany, shareholder loan or otherwise), dividend, fee, royalty or other distribution or payment whatsoever (including, without limitation, by way of the repurchase of any shares or the repayment of any shareholder loans or any debentures) by or on behalf of the Issuer or for the account of any shareholder or any person that directly or indirectly controls or is controlled by such shareholder.
<b>“Dividend Policy”</b>	is the copy of the Issuer’s board approved dividend policy dated 15 June 2017 and communicated to the Noteholder as a condition precedent of the Issue of Notes.
<b>“Financial Covenants”</b>	means the financial conditions set out in section 49 of this APS, and shall be calculated in accordance with IFRS and tested by the Noteholder by reference to each of the financial statements delivered by the Issuer and/or each Compliance Certificate delivered.
<b>“Financial Indebtedness”</b>	means indebtedness of any person in respect of (a) money borrowed and debit balances at banks; (b) any debt instrument or transaction which has the commercial or economic effect of a borrowing; (c) acceptance credit facilities; (d) receivables sold or discounted otherwise than on a non-recourse basis; (e) deferred payments for assets or services acquired (but not ordinary trade credit); (f) any liability in respect of Finance Leases; (g) a counter-indemnity in respect of a guarantee or indemnity given by a financial institution; (h) any derivate transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivate transaction, only the marked to market value will be taken into account); and (i) any amount of any liability under an advance or deferred purchase agreement (j) guarantees or indemnities of indebtedness of any person falling within any of the foregoing described items, types or categories of indebtedness.
<b>“Facility Outstandings”</b>	means, at any time, the aggregate of all amounts of principal on account of the Notes, accrued interest, default interest fees and all other amounts of whatsoever nature outstanding to the Noteholder under the Transaction Documents.

<b>“Group”</b>	means the Issuer and its Subsidiaries for the time being.
<b>“IFRS”</b>	means international accounting standards within the meaning of the IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.
<b>“Material Adverse Effect”</b>	means, in the reasonable opinion of the Noteholder, the effect of any event or circumstance which is or is reasonably likely to be materially adverse to (a) the ability of any Obligor to comply with its obligations under the Transaction Documents, (b) the ability of any Obligor to carry on its business as being conducted as of the date of this Applicable Pricing Supplement, (c) the validity or enforceability of any Transaction Document, or (d) the assets, business or financial condition of any Obligor.
<b>“Obligor”</b>	means the Issuer and/or the Guarantor, as may be applicable.
<b>“Permitted Distribution”</b>	means: <ul style="list-style-type: none"> <li>(i) a Distribution paid by the Issuer to one or more of its shareholders in accordance with the terms of the Dividend Policy;</li> <li>(ii) a Distribution made in repayment of outstanding principal (before the capitalisation of interest) of a Shareholder Loan; or</li> <li>(iii) any other Distribution made to a shareholder by the Issuer with the prior written consent of the Noteholder.</li> </ul>
<b>“Permitted Financial Indebtedness”</b>	means Financial Indebtedness of the Issuer: <ul style="list-style-type: none"> <li>(i) arising under the Tranche 1, Series 2 Notes and/or Tranche 1, Series 4 Notes, issued by the Issuer to the Noteholder under the Note Programme in an aggregate amount not exceeding USD60,000,000;</li> <li>(ii) arising under the Shareholder Loans (provided same remain subordinated in right and payment under and in terms of the Subordination Agreement);</li> <li>(iii) as may be agreed to between the Parties in writing considering the reasonable and practical requirements of the Issuer; and</li> <li>(iv) not permitted by the preceding sub paragraphs and the outstanding principal amount which does not exceed USD60 000 000,00 (sixty million US Dollars) (or its equivalent) in aggregate for the Issuer at any time.</li> </ul>
<b>“Pricing Supplement”</b>	means the written agreement entitled “Pricing Supplement” entered into between the Issuer and the Noteholder, dated 20 May 2020 as amended and restated by the Amendment and Restatement Agreement with effect from the Amendment and Restatement Date.
<b>“Sanctioned Transaction”</b>	means the use of the proceeds of any Note for the purpose of financing or any way in connection with military arms, prohibited narcotics, terrorist activities or in support of any person which intends to use the proceeds for any such activities, or providing any credit, directly or indirectly, to (a) a Sanctioned Entity; (b) any other person or entity, if the Issuer has actual knowledge that the person or entity proposes to use the proceeds of any Note for the purpose of financing or providing any credit, directly or indirectly, to a Sanctioned Entity, in each case to the extent that to do so is prohibited by, or would cause any breach of, Sanctions.

<p><b>“Sanctions”</b></p>	<p>means trade, economic or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, administered or enforced from time to time by any Sanctions Authority.</p>
<p><b>“Sanctions Authority”</b></p>	<p>means the United Nations, the European Union; the Council of Europe (founded under the Treaty of London, 1946); the government of the United States of America; the government of the United Kingdom; the government of the Republic of France, and in each case any of their governmental authorities, including, without limitation, the Office of Foreign Assets Control for the US Department of Treasury (OFAC), the US Department of Commerce, the US State Department or the US Department of the Treasury, His Majesty's Treasury (HMT) and the French Ministry of Finance (MINEFI).</p>
<p><b>“Security”</b></p>	<p>means any charge, assignment, mortgage, pledge, hypothecation, lien, right of set off, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same, or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or be acquired or re-acquired.</p>
<p><b>“Security Deposit”</b></p>	<p>means, at any time, an amount, in US Dollars at least equal to the total forecasted interest to accrue on the Notes for the next two Interest Periods (as determined by the Noteholder, acting reasonably).</p>
<p><b>“Shareholder Loans”</b></p>	<p>mean the shareholder loans owed by the Issuer to (i) Carlos Alberto Brand; and (ii) Romeu Alvicio Muller, in aggregate for a principal sum not exceeding USD1,750,000.</p>
<p><b>“Subordination Agreement”</b></p>	<p>means the subordination agreement dated 22 May 2020 between the Issuer, the Noteholder and certain shareholders of the Noteholder, all on the terms set out therein.</p>
<p><b>“Subscription Agreement”</b></p>	<p>means the written agreement entitled “Subscription Agreement” entered into between the Issuer and the Noteholder, dated 20 May 2020 as amended and restated by the Amendment and Restatement Agreement with effect from the Amendment and Restatement Date.</p>
<p><b>“Subsidiary”</b></p>	<p>means, with respect to any person, any entity over 50% of whose capital is owned, directly or indirectly, by that person; or for which that person may nominate or appoint a majority of the members of the board of directors or persons performing similar functions; or which is otherwise effectively controlled by that person.</p>
<p><b>“Transaction Documents”</b></p>	<p>means the Listing Particulars, this Pricing Supplement, the Subscription Agreement, each Compliance Certificate, the Registrar and Transfer Agency Agreement, the Corporate Guarantee, the Subordination Agreement, the Bank Account Pledge Agreement and the Amendment and Restatement Agreement.</p>

**MATERIAL ADVERSE CHANGE STATEMENT**

Except as disclosed in this document, there has been no significant change in the financial, trading position or prospects of the Issuer since 31 March 2019.

**RESPONSIBILITY**

The Issuer accepts responsibility for the information contained in this Pricing Supplement which, when read together with the Listing Particulars and any supplementary Listing Particulars referred to above, contains all information that is material in the context of the issue of the Notes. The Issuer certifies that, to the best of its knowledge and belief, there are no facts that have been omitted from the Listing Particulars which would make any statement false or misleading; that all reasonable enquiries to ascertain such facts have been made; and that the Listing Particulars contains all information required by any applicable laws and in relation to any Series of Notes listed on the Official List of the Stock Exchange of Mauritius. The Issuer accepts full responsibility for the information contained in the Listing Particulars, the Pricing Supplements and the annual financial report and any amendments to the annual financial report or any supplements from time to time, except as otherwise stated therein.

**This Pricing Supplement was entered into on 20 May 2020 and has been amended and restated pursuant to the Amendment and Restatement Agreement on the Amendment and Restatement Date.**

{No Parties to sign}

## SCHEDULE 1

### INTEREST ACCRUAL

For the purposes of this Schedule, capitalised terms and expressions used shall be ascribed the same meanings as are given to them in the Subscription Agreement and the Applicable Pricing Supplement to which it is scheduled, and additionally the following terms and expressions shall be ascribed the following meanings:

#### 1. Definitions

- i. **"Baseline CAS"** has the meaning given to that term in the Reference Rate Terms
- ii. **"Central Bank Rate"** has the meaning given to that term in the Reference Rate Terms.
- iii. **"Compounding Methodology Supplement"** means, in relation to the Daily Non-Cumulative Compounded RFR Rate or the Cumulative Compounded RFR Rate, a document which:
  - (i) is agreed to in writing between the Parties; and
  - (ii) specifies a calculation methodology for that rate.
- iv. **"Compounded Reference Rate"** means, in relation to any RFR Banking Day during the Interest Period of the Loan, the percentage rate per annum which is the aggregate of:
  - (i) the Daily Non-Cumulative Compounded RFR Rate for that RFR Banking Day; and
  - (ii) the applicable Baseline CAS.
- v. **"Cumulative Compounded RFR Rate"** means, in relation to an Interest Period for the Loan, the percentage rate per annum determined by the Noteholder in accordance with the methodology set out in Annex 3 (*Cumulative Compounded RFR Rate*) hereto or in any relevant Compounding Methodology Supplement.
- vi. **"Daily Non-Cumulative Compounded RFR Rate"** means, in relation to any RFR Banking Day during an Interest Period for the Loan, the percentage rate per annum determined by the Noteholder in accordance with the methodology set out in Annex 2 (*Daily Non-Cumulative Compounded RFR Rate*) hereto or in any relevant Compounding Methodology Supplement.
- vii. **"Daily Rate"** means the rate specified as such in the Reference Rate Terms.
- viii. **"Interest Payment"** means the aggregate amount of interest that is, or is scheduled to become, payable under the Note for each Interest Period, and as determined under and pursuant to this Schedule.
- ix. **"Loan"** means the Notes or, as the context requires, the principal amount outstanding under the Notes at any time.
- x. **"Market Disruption Rate"** means the rate (if any) specified as such in the Reference Rate Terms.

- x. **"Month"** means, in relation to an Interest Period (or any other period for the accrual of commission or fees), a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, subject to adjustment in accordance with the rules specified as Business Day Conventions in the Reference Rate Terms.
- xii. **"Reference Rate Supplement"** means a document which:
  - (i) is agreed in writing between the Parties; and
  - (ii) specifies the relevant terms which are expressed in this Schedule to be determined by reference to Reference Rate Terms.
- xiii. **"Reference Rate Terms"** means the terms set out in Annex 1 (*Reference Rate Terms*) or in any Reference Rate Supplement.
- xiv. **"Reporting Day"** means the day (if any) specified as such in the Reference Rate Terms.
- xv. **"Reporting Time"** means the relevant time (if any) specified as such in the Reference Rate Terms.
- xvi. **"RFR"** means the rate specified as such in the Reference Rate Terms.
- xvii. **"RFR Banking Day"** means any day specified as such in the Reference Rate Terms.

## 2. Construction and Interpretation

- i. A reference in this Schedule to a page or screen of an information service displaying a rate shall include:
  - (i) any replacement page of that information service which displays that rate; and
  - (ii) the appropriate page of such other information service which displays that rate from time to time in place of that information service,
  - (iii) and, if such page or service ceases to be available, shall include any other page or service displaying that rate specified by the Noteholder after consultation with the Issuer.
- ii. A reference in this Schedule to a Central Bank Rate shall include any successor rate to, or replacement rate for, that rate.
- iii. Any Reference Rate Supplement overrides anything in:
  - (i) Annex 1 (*Reference Rate Terms*) hereto; or
  - (ii) any earlier Reference Rate Supplement.
- iv. A Compounding Methodology Supplement relating to the Daily Non-Cumulative Compounded RFR Rate or the Cumulative Compounded RFR Rate overrides anything relating to that rate in:
  - (i) Annex 2 (*Daily Non-Cumulative Compounded RFR Rate*) hereto or Annex 3 (*Cumulative Compounded RFR Rate*) hereto, as the case may be; or

- (ii) any earlier Compounding Methodology Supplement.

### 3. INTEREST

#### 1. Calculation of interest

- i. The rate of interest on the Loan for any day during an Interest Period for the Loan is the percentage rate per annum which is the aggregate of the applicable:

- (i) Margin; and
- (ii) Compounded Reference Rate for that day.

- ii. If any day during an Interest Period for the Loan is not an RFR Banking Day, the rate of interest on the Loan for that day will be the rate applicable to the immediately preceding RFR Banking Day.

#### 2. Payment of interest

The Issuer shall pay accrued interest on the Loan on the last day of each Interest Period.

#### 3. Default interest

Clause 12.7 (*Default Interest*) of the Subscription Agreement applies to the late payment of interest by the Issuer.

#### 4. Notifications

- i. The Noteholder shall promptly upon an Interest Payment being determinable notify the Issuer of that Interest Payment.
- ii. Clause 3.4(i) above shall not apply to any Interest Payment determined pursuant to clause 5.3 (*Cost of funds*).
- iii. This clause 3.4 shall not require the Noteholder to make any notification to any Party on a day which is not a Business Day.

### 4. INTEREST PERIODS

#### 1. Non-Business Days

Any rules specified as "*Business Day Conventions*" in the Reference Rate Terms shall apply to each Interest Period.

### 5. CHANGES TO THE CALCULATION OF INTEREST

#### 1. Interest calculation if no RFR or Central Bank Rate

If:

- i. there is no applicable RFR or Central Bank Rate for the purposes of calculating the Daily Non-Cumulative Compounded RFR Rate for an RFR Banking Day during an Interest Period for the Loan; and

- ii. "Cost of funds will apply as a fallback" is specified in the Reference Rate Terms, clause 5.3 (*Cost of funds*) shall apply to the Loan for that Interest Period.

2. **Market disruption**

If:

- i. a Market Disruption Rate is specified in the Reference Rate Terms; and
- ii. before the Reporting Time the Noteholder determines that its cost of funds relating to its participation in the Loan would be in excess of that Market Disruption Rate,

then clause 5.3 (*Cost of funds*) shall apply to the Loan for the relevant Interest Period.

3. **Cost of funds**

- i. If this clause 5.3 applies to the Loan for an Interest Period, clause 3.1 (*Calculation of interest*) shall not apply to the Loan for that Interest Period and the rate of interest on the Loan for that Interest Period shall be the percentage rate per annum which is the sum of:
  - (i) the Margin; and
  - (ii) the rate notified to the Issuer by the Noteholder as soon as reasonably practicable and in any event by the Reporting Time, to be that which expresses as a percentage rate per annum its cost of funds relating to its participation in the Loan.
- ii. If this clause 5.3 applies and the Noteholder or the Issuer so requires, Parties shall enter into negotiations (for a period of not more than thirty days) with a view to agreeing a substitute basis for determining the rate of interest.
- iii. Any alternative basis agreed in writing pursuant to clause 5.3.2 above shall be binding on the Parties.
- iv. If this clause 5.3 applies pursuant to clause 5.2 (*Market disruption*) and the Noteholder does not notify a rate to the Issuer by the Reporting Time, the Noteholder's cost of funds relating to its participation in the Loan for that Interest Period shall be deemed, for the purposes of clause 5.3(i) above, to be the Market Disruption Rate.
- v. If this clause 5.3 applies the Noteholder shall, as soon as is practicable, notify the Issuer.

6. **AMENDMENTS AND WAIVERS**

1. **Changes to reference rates**

- i. If an RFR Replacement Event occurs, any amendment or waiver which relates to:
  - (i) providing for the use of a Replacement Reference Rate in place of the RFR; and
  - (ii)
    - (A) aligning any provision of this Schedule to the use of that



Replacement Reference Rate;

- (B) enabling that Replacement Reference Rate to be used for the calculation of interest under this Schedule (including, without limitation, any consequential changes required to enable that Replacement Reference Rate to be used for the purposes of this Schedule);
- (C) implementing market conventions applicable to that Replacement Reference Rate;
- (D) providing for appropriate fallback (and market disruption) provisions for that Replacement Reference Rate; or
- (E) adjusting the pricing to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one Party to another as a result of the application of that Replacement Reference Rate (and if any adjustment or method for calculating any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the adjustment shall be determined on the basis of that designation, nomination or recommendation),

may be made by written agreement between the Noteholder and the Obligors.

ii. An amendment or waiver that relates to, or has the effect of, aligning the means of calculation of interest on the Loan under this Schedule to any recommendation of a Relevant Nominating Body which:

- (i) relates to the use of a risk-free reference rate on a compounded basis in the international or any relevant domestic syndicated loan markets; and
- (ii) is issued on or after the date of this Schedule,

may be made by written agreement between the Noteholder and the Obligors.

iii. In this clause 6:

**"RFR Replacement Event"** means:

- (i) the methodology, formula or other means of determining the RFR has, in the opinion of the Noteholder materially changed;
- (ii)
  - (A)
    - 6.1.iii.ii.A.1. the administrator of the RFR or its supervisor publicly announces that such administrator is insolvent; or

6.1.iii.ii.A.2. information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of the RFR is insolvent,

provided that, in each case, at that time, there is no successor administrator to continue to provide the RFR;

- (B) the administrator of the RFR publicly announces that it has ceased or will cease, to provide the RFR permanently or indefinitely and, at that time, there is no successor administrator to continue to provide the RFR;
  - (C) the supervisor of the administrator of the RFR publicly announces that the RFR has been or will be permanently or indefinitely discontinued; or
  - (D) the administrator of the RFR or its supervisor announces that the RFR may no longer be used; or
- (iii) the administrator of the RFR determines that the RFR should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and either:
- (A) the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Noteholder ) temporary; or
  - (B) the RFR is calculated in accordance with any such policy or arrangement for a period no less than the period specified as the "RFR Contingency Period" in the Reference Rate Terms; or
- (iv) in the opinion of the Noteholder, the RFR is otherwise no longer appropriate for the purposes of calculating interest under this Agreement.

**"Relevant Nominating Body"** means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board.

**"Replacement Reference Rate"** means a reference rate which is:

- (v) formally designated, nominated or recommended as the replacement for the RFR by:
  - (A) the administrator of the RFR (provided that the market or economic reality that such reference rate measures is the same as that measured by the RFR); or
  - (B) any Relevant Nominating Body,

and if replacements have, at the relevant time, been formally designated, nominated or recommended under both clauses, the **"Replacement Reference Rate"** will be the replacement as established under clause 6.1.4.4.2 above;

- (vi) in the opinion of the Noteholder, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to the RFR;  
or
- (vii) in the opinion of the Noteholder, an appropriate successor to the RFR.

**ANNEX 1**

**REFERENCE RATE TERMS**

**CURRENCY:** Dollars.

**Cost of funds as a fallback**  
 Cost of funds will apply as a fallback.

**Definitions:**

**Additional Business Days:** An RFR Banking Day.

**Baseline CAS:** 0.26161%

**Break Costs**  
 Subscription Agreement Shall bear the meaning ascribed thereto in the

<p><b>Business Day Conventions (definition of "Month" and Clause 4 (Non-Business Days)):</b></p>	<p>(a) If any period is expressed to accrue by reference to a Month or any number of Months then, in respect of the last Month of that period:</p> <ul style="list-style-type: none"> <li>(i) subject to paragraph (iii) below, if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day;</li> <li>(ii) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and</li> <li>(iii) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end.</li> </ul> <p>(b) If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).</p>
<p><b>Central Bank Rate:</b></p>	<ul style="list-style-type: none"> <li>(a) The short-term interest rate target set by the US Federal Open Market Committee as published by the Federal Reserve Bank of New York from time to time; or</li> <li>(b) if that target is not a single figure, the arithmetic mean of:           <ul style="list-style-type: none"> <li>(i) the upper bound of the short-term interest rate</li> </ul> </li> </ul>

	<p>target range set by the US Federal Open Market Committee and published by the Federal Reserve Bank of New York; and</p> <p>(ii) the lower bound of that target range.</p>
<b>Central Bank Rate Adjustment:</b>	In relation to the Central Bank Rate prevailing at close of business on any RFR Banking Day, the 20 per cent trimmed arithmetic mean, calculated by the Noteholder, of the Central Bank Rate Spreads for the 5 most immediately preceding RFR Banking Days for which SOFR is available.
<b>Daily Rate:</b>	<p>The "<b>Daily Rate</b>" for any RFR Banking Day is:</p> <p>(a) the RFR for that RFR Banking Day; or</p> <p>(b) if the RFR is not available for that RFR Banking Day, the percentage rate per annum which is the aggregate of:</p> <p style="padding-left: 40px;">(i) the Central Bank Rate for that RFR Banking Day; and</p> <p style="padding-left: 40px;">(ii) the applicable Central Bank Rate Adjustment; or</p> <p>(c) if paragraph (b) above applies but the Central Bank Rate for that RFR Banking Day is not available, the percentage rate per annum which is the aggregate of:</p> <p style="padding-left: 40px;">(i) the most recent Central Bank Rate for a day which is no more than 5 (five) RFR Banking Days before that RFR Banking Day; and</p> <p style="padding-left: 40px;">(ii) the applicable Central Bank Rate Adjustment,</p> <p>rounded, in either case, to five decimal places and if, in either case, that rate is less than zero, the Daily Rate shall be deemed to be zero.</p>
<b>Lookback Period:</b>	5 (five) RFR Banking Days.
<b>Market Disruption Date:</b>	<p>The percentage rate per annum which is the aggregate of:</p> <p>(a) the Cumulative Compounded RFR Rate for the Interest Period of the Loan; and</p> <p>(b) the applicable Baseline CAS.</p>
<b>Relevant Market:</b>	The market for overnight cash borrowing collateralised by US Government securities.
<b>Reporting Day:</b>	The Business Day which follows the day which is the Lookback Period prior to the last day of the Interest Period.
<b>RFR:</b>	The secured overnight financing rate (SOFR) administered by the Federal Reserve Bank of New York (or any other person which takes over the administration of that rate) published by the Federal Reserve Bank of New York (or any other person which takes over the publication of that rate).
<b>RFR Banking Day:</b>	Any day other than:

	(a) a Saturday or Sunday; and (b) a day on which the Securities Industry and Financial Markets Association (or any successor organisation) recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in US Government securities
<b>RFR Contingency Period:</b>	30 (thirty) days

## ANNEX 2

### DAILY NON-CUMULATIVE COMPOUNDED RFR RATE

The "**Daily Non-Cumulative Compounded RFR Rate**" for any RFR Banking Day "i" during an Interest Period for the Loan is the percentage rate per annum (without rounding, to the extent reasonably practicable for the Noteholder performing the calculation, taking into account the capabilities of any software used for that purpose) calculated as set out below:

$$(UCCDR_i - UCCDR_{i-1}) \times \frac{dcc}{n_i}$$

where:

"**UCCDR<sub>i</sub>**" means the Unannualised Cumulative Compounded Daily Rate for that RFR Banking Day "i";

"**UCCDR<sub>i-1</sub>**" means, in relation to that RFR Banking Day "i", the Unannualised Cumulative Compounded Daily Rate for the immediately preceding RFR Banking Day (if any) during that Interest Period;

"**dcc**" means 360 or, in any case where market practice in the Relevant Market is to use a different number for quoting the number of days in a year, that number;

"**n<sub>i</sub>**" means the number of calendar days from, and including, that RFR Banking Day "i" up to, but excluding, the following RFR Banking Day; and

the "**Unannualised Cumulative Compounded Daily Rate**" for any RFR Banking Day (the "**Cumulated RFR Banking Day**") during that Interest Period is the result of the below calculation (without rounding, to the extent reasonably practicable for the Noteholder performing the calculation, taking into account the capabilities of any software used for that purpose):

$$ACCDR \times \frac{tn_i}{dcc}$$

where:

"**ACCDR**" means the Annualised Cumulative Compounded Daily Rate for that Cumulated RFR Banking Day;

"**tn<sub>i</sub>**" means the number of calendar days from, and including, the first day of the Cumulation Period to, but excluding, the RFR Banking Day which immediately follows the last day of the Cumulation Period;

"**Cumulation Period**" means the period from, and including, the first RFR Banking Day of that Interest Period to, and including, that Cumulated RFR Banking Day;

"**dcc**" has the meaning given to that term above; and

the "**Annualised Cumulative Compounded Daily Rate**" for that Cumulated RFR Banking Day is the percentage rate per annum (rounded to 5 (five) decimal places) calculated as set out below:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{\text{DailyRate}_{i-LP} \times n_i}{\text{dcc}} \right) - 1 \right] \times \frac{\text{dcc}}{t n_i}$$

where:

"**do**" means the number of RFR Banking Days in the Cumulation Period;

"**Cumulation Period**" has the meaning given to that term above;

"**i**" means a series of whole numbers from one to do, each representing the relevant RFR Banking Day in chronological order in the Cumulation Period;

"**DailyRate<sub>i-LP</sub>**" means, for any RFR Banking Day "**i**" in the Cumulation Period, the Daily Rate for the RFR Banking Day which is the Lookback Period prior to that RFR Banking Day "**i**";

"**ni**" means, for any RFR Banking Day "**i**" in the Cumulation Period, the number of calendar days from, and including, that RFR Banking Day "**i**" up to, but excluding, the following RFR Banking Day;

"**dcc**" has the meaning given to that term above; and

"**t<sub>ni</sub>**" has the meaning given to that term above.



## ANNEX 3

### CUMULATIVE COMPOUNDED RFR RATE

The '**Cumulative Compounded RFR Rate**' for any Interest Period for the Loan is the percentage rate per annum (rounded to the same number of decimal places as is specified in the definition of '**Annualised Cumulative Compounded Daily Rate**' in Annex 2 (*Daily Non-Cumulative Compounded RFR Rate*)) calculated as set out below:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{\text{DailyRate}_{i-LP} \times n_i}{\text{dcc}} \right) - 1 \right] \times \frac{\text{dcc}}{d}$$

where:

'**d**<sub>0</sub>' means the number of RFR Banking Days during the Interest Period;

'**i**' means a series of whole numbers from one to **d**<sub>0</sub>, each representing the relevant RFR Banking Day in chronological order during the Interest Period;

'**DailyRate**<sub>*i-LP*</sub>' means for any RFR Banking Day '**i**' during the Interest Period, the Daily Rate for the RFR Banking Day which is the Lookback Period prior to that RFR Banking Day '**i**';

'**n**<sub>*i*</sub>' means, for any RFR Banking Day '**i**', the number of calendar days from, and including, that RFR Banking Day '**i**' up to, but excluding, the following RFR Banking Day;

'**dcc**' means 360 or, in any case where market practice in the Relevant Market is to use a different number for quoting the number of days in a year, that number; and

'**d**' means the number of calendar days during that Interest