



**PROGRAMME MEMORANDUM/
PROSPECTUS**

BlueLife Limited

BLUELIFE LIMITED

PROGRAMME MEMORANDUM/ PROSPECTUS

(DEEMED TO BE LISTING PARTICULARS PURSUANT TO THE LISTING RULES OF THE STOCK EXCHANGE OF MAURITIUS LTD)

LISTING PARTICULARS OF BLUELIFE LIMITED in relation to the issue and listing by way of an offer for subscription of:

Medium term secured / unsecured Convertible Redeemable Bond Programme of up to an aggregate nominal amount of Mauritian Rupees Five Hundred Million (MUR500,000,000)

22 February 2021

These Listing Particulars and Circular bear registration number LEC/P/03/2021

IF YOU ARE A SHAREHOLDER OF BLUELIFE LIMITED, THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

This document is issued by BlueLife Limited ("BlueLife", the "Company" or "BLL"), a public company incorporated and domiciled in Mauritius on 16 April 2004, with company number C07050411, and its registered address at 4th Floor, IBL House, Caudan Waterfront, Port Louis, Mauritius. The Company is regulated by the Companies Act 2001 and is registered as a Reporting Issuer with the Financial Services Commission (the "FSC").

This document serves as a Programme Memorandum/ Prospectus (as defined in the Securities Act 2005) and is issued in compliance with the Securities Act 2005, the Companies Act 2001 and the Securities (Public Offers) Rules 2007 for the purpose of providing information to shareholders of the Company and to the public in general in relation to the convertible redeemable bond programme of 10,000 secured / unsecured convertible redeemable bonds (the "Bond Programme") by BlueLife.

Under this Programme Memorandum/ Prospectus, BlueLife may from time to time, subject to compliance with all relevant laws, regulations and directives, issue secured or unsecured bonds (the "Bonds") having an aggregate nominal amount of MUR500,000,000 (the "Aggregate Nominal Amount").

All Bonds having the same maturity date, bearing interest (if any) on the same basis and at the same rate, and the remaining terms of which are otherwise identical, will constitute a Tranche ("Tranche").

BlueLife intends to initially issue to its shareholders 6,000 Bonds at an issue price of MUR50,000 per Bond, for an Aggregate Nominal Amount of up to MUR300,000,000 (the "First Tranche").

The remaining Bonds may be subsequently issued in one or more additional Tranches. Details of the Aggregate Nominal Amount of Bonds, interest payable in respect of Bonds, the status of the Bonds, the issue price of Bonds and any other terms and conditions not contained in the Terms and Conditions which are applicable to any Bonds will be set out in the Applicable Pricing Supplement issued in connection with the subsequent Tranches.

In the event that Bonds issued under a Tranche are to be listed in Mauritius, (i) permission of the Listing Executive Committee (the "LEC") of the Stock Exchange of Mauritius (the "SEM") will be sought for the listing of the issued Bonds (ii) this Programme Memorandum/ Prospectus together with any Applicable Pricing Supplement will be submitted, as the listing particulars of the Issuer (the "Listing Particulars"), to the LEC for its approval, and (iii) a copy of the Listing Particulars will be filed with the FSC. All references to 'Listing Particulars' shall therefore refer to this Programme Memorandum/ Prospectus.

The terms and conditions (the "Terms and Conditions") of the Bonds are described under the section of this Listing Particulars entitled "Terms and Conditions".

As at the date of this Listing Particulars, the Bond Programme has not been rated by any rating agency. However, the Issuer may at any time obtain a rating from a rating agency for the Programme or any Tranches of Bonds issued pursuant to the terms of the Bond Programme. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. If the Issuer intends to procure the rating of any bonds by a rating agency prior to their issuances, the Issuer will provide further information on this in the Applicable Pricing Supplement for those Bonds.

The Bonds are freely transferable, subject to the following provisions:

- (a) if and when listed, the Listing Rules of the SEM;
- (b) if and when listed, the Securities (Central Depository, Clearing and Settlement) Act 1996, CDS Rules and Procedures if Bonds are held in the Central Depository System;
- (c) if and when listed, the Stock Exchange (Conduct of Trading Operations) Rules 2001 and Automated Trading System Schedule of Procedures;
- (d) the provisions of the Listing Particulars; and/or
- (e) the provisions of the Agency Agreement (as defined in the Terms and Conditions).

There are currently no other restrictions on the sale or transfer of Bonds under Mauritian law.

A copy of this Programme Memorandum/ Prospectus has been registered with the FSC. This Programme Memorandum/ Prospectus is not an invitation to the public to subscribe for Bonds and Bonds shall not be issued under this Programme Memorandum/ Prospectus more than 6 months after the date the Programme Memorandum/ Prospectus is granted effective registration. This Programme Memorandum/ Prospectus and the Applicable Pricing Supplement are not intended to provide a basis for any credit or other evaluation.

On the first day of listing and trading of the Bonds on the Official Market of the SEM, the Company undertakes to make available 10 Bonds at an indicative price of MUR50,000 per Bond (as may be adjusted in accordance with the Tick Size).

This Programme Memorandum/ Prospectus also serves as Listing Particulars, as defined in the Listing Rules (the "Listing Rules") of the SEM and includes information given in compliance with the relevant chapters of the Listing Rules with regard to the Bonds to be admitted to listing on the Official Market of the SEM.

The Bonds to be offered have been granted approval with regard to their admission to listing on the Official Market of the SEM. This document has been approved by the LEC of the SEM in conformity with the Listing Rules on 07 May 2021 and bears registration number LEC/P/03/2021.

Investing in the Bonds involves a certain degree of risk. Prospective investors should carefully consider the matters set out under the heading "Risk Factors".

Any information on taxation contained in this Programme Memorandum/ Prospectus is a summary of certain tax considerations, but is not intended to be a complete analysis of all tax considerations. The contents of this Programme Memorandum/ Prospectus are not to be construed as investments, legal or tax advice.

For a full appreciation of this document, it should be read in its entirety. If you are in any doubt about the action you should take, you should consult your financial advisor, your investment dealer or any other independent advisor immediately.

None of the FSC, the LEC, or the SEM assumes any responsibility for the contents of this document. The FSC, the LEC and the SEM make no representation as to the accuracy or completeness of any of the statements made or opinions expressed in this document and expressly disclaim any liability whatsoever for any loss arising from or in reliance upon the whole or any part thereof.

The FSC, LEC and the SEM do not vouch for the financial soundness of the Company or for the correctness of any statements made or opinions expressed with regard to it.

Transaction Advisor

PricewaterhouseCoopers Limited

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FINANCIAL INFORMATION

1. DECLARATION BY AND STATEMENT OF DIRECTORS

1.1. DECLARATION BY DIRECTORS

This Programme Memorandum/Prospectus includes particulars with regard to BlueLife to be given in compliance with the Companies Act 2001, the Securities Act 2005, the Securities (Public Offers) Rules 2007 and the Listing Rules governing the listing of securities on the Official Market of the SEM.

The directors of BlueLife (the "Directors"), whose names appear in Section 12, collectively and individually accept full responsibility for the accuracy and completeness of the information contained in this Programme Memorandum/ Prospectus and confirm, having made all reasonable enquiries that, to the best of their knowledge and belief, there are no facts, the omission of which, would make any statement herein misleading.

The Directors confirm that the historical financial information included in this document except for the unaudited interim financial statements as at 28 February 2021 have been extracted from audited, unqualified and consolidated annual reports for BlueLife for the years ended 30 June 2020, 30 June 2019 and 30 June 2018, which have been prepared in accordance with International Financial Reporting Standards ("IFRS") and in compliance with the Companies Act 2001 and the Financial Reporting Act 2004. The Directors accept responsibility for the said financial information.

Furthermore, the Directors declare that, to the best of their knowledge and belief and after having made reasonable inquiries, in relation to the period from 28 February 2021, the date to which the last unaudited interim financial statements have been prepared, to the date of this document:

- There has not been any material adverse change in the financial or trading position of BlueLife and its subsidiaries;
- The business of BlueLife and its subsidiaries has been satisfactorily maintained;
- There have been no circumstances adversely affecting the value of the assets of BlueLife and its subsidiaries; and
- Based on currently available information, the working capital available to BlueLife and its subsidiaries is not expected to be sufficient for the next twelve months operations from the date of the issue of this document. The Board and Management are currently renegotiating the existing bank facilities, applying for Support and Relief funding for the Azuri hotel and expecting to complete the sale of certain assets by 30th of September 2021 to fill the funding gap. The total net sale proceeds are expected to be more than MUR200m. Any future funding gap will be filled by funds raised through the Rights Issue and the Bond Programme.
- On 18 December 2020, the Board of Directors approved the multi-tranche bond programme of up to a maximum Aggregate Nominal Amount of MUR500million. On 18 January 2021, the Board of Directors also approved the First Tranche. The total amount to be raised under the First Tranche will not exceed MUR300million.

This Listing Particulars does not include any 'forward-looking statement'.

1.2. STATEMENT OF DIRECTORS PURSUANT TO SECTION 71(2) (B) OF THE SECURITIES ACT 2005

The Directors accept responsibility for the contents of this Programme Memorandum/ Prospectus and declare that, to the best of their knowledge and belief, and after making reasonable inquiries, this Programme Memorandum/ Prospectus complies with the Securities Act 2005, any regulations made under this Act or any FSC Rules.

The following documents will be incorporated in, and to form part of, this Programme Memorandum/ Prospectus ("Documents Incorporated by Reference"):

- all supplements to this Programme Memorandum/ Prospectus as may be issued from time to time;
- the Agency Agreement;
- the Bondholders' Representative Agency Agreement;
- each Applicable Pricing Supplement relating to any Tranches issued under this Programme Memorandum/ Prospectus;
- the audited financial statements of the Issuer for the three (3) financial years prior to any Tranches issued under this Programme Memorandum/ Prospectus; and
- the latest interim accounts, reviewed by the auditors of the Issuer.

The above documents shall, where appropriate modify and supersede the contents of this Programme Memorandum/ Prospectus. The Issuer will provide copies of the documents incorporated by reference, free of charge.

NO OBLIGATION TO UPDATE THIS LISTING PARTICULARS

BlueLife is under no obligation and assumes no responsibility to update this Listing Particulars (whether to reflect a change in its financial or trading position or otherwise) as of any date after the date of this Listing Particulars.

Approved by the Board of BlueLife Limited and signed on its behalf by:



Hugues Lagesse
Acting Chief Executive Officer and
Executive Director



Jean-Claude Béga
Chairman and Non-Executive Director

2. KEY TERMS AND DEFINITIONS

Actis	Actis Paradise Jersey Limited
Additional Interest Amount	Interest accrued on the amount of Arrears of Interest at the Default Interest Rate
Affected Bonds	In respect of: (i) an Event of Default referred to in Condition 6.1.14. (as applicable), the Bonds forming part of a particular Tranche; or (ii) an Event of Default referred to in Condition 6.1.14. (as applicable), the Bonds forming part of the Bond Programme
Agency Agreement	The agency agreement entered into, or to be entered into, between the Issuer and the Registrar in relation to a particular Tranche of Bonds
Aggregate Nominal Amount	The total Nominal Amount to be raised pursuant to the Bond Programme contemplated hereunder
Allotment Date	Date on which the Bonds will be allocated to the successful applicants of the Bond Programme
Announcement Date	The announcement date as specified in the Applicable Pricing Supplement
Applicable Pricing Supplement	The pricing supplement issued in relation to each Tranche (substantially in the form set out in this document) as a supplement to this document and (a) giving details of that particular Tranche and (b) any additional information as may be required to be included in the pricing supplement by any regulatory or supervisory body
Arrears of Interest	Any Interest not paid on an Interest Payment Date, together with any other Interest not paid on any other such Interest Payment Date which remains unpaid
Board	The Board of directors of BlueLife Limited
Bond, or Convertible Bond	Secured / unsecured convertible redeemable bond to be issued by BlueLife under the Bond Programme, at a nominal value of MUR50,000 per bond
Bond Programme	Up to a maximum Aggregate Nominal Amount of MUR500million multi-tranche secured / unsecured convertible redeemable Bonds
Bondholder	The holders of Bonds as recorded in the Register
Bondholders' Representative	MUA Life Limited (BRN C07006990), duly authorised to act on behalf of a Bondholder and appointed pursuant to the Bondholders' Representative Agency Agreement
Bondholders' Representative Agency Agreement	The agency agreement entered into between the Issuer and the Bondholders' Representative appointing the Bondholders' Representative with the aim of providing for the protection and enforcement of the rights and entitlements of Bondholders
Business Day	A day (other than a Saturday or Sunday or public holiday in Mauritius) which is a day on which commercial banks settle MUR payments in Mauritius
Business Day Convention	The various business day conventions which may be applicable to the calculation of Interest
CDS	The Central Depository & Settlement Co. Ltd
Certificate	A certificate issued in respect of a Bond and shall include a letter of allotment issued by the Registrar in respect of a Bond
Company, Issuer, BlueLife or BLL	BlueLife Limited
Companies Act	The Companies Act 2001 of the Republic of Mauritius, as amended from time to time
Condition	A condition as contained in the Terms and Conditions
Constitution	The constitution of the Company dated 04 December 2013
Conversion Date	The date at which a bondholder can exercise the Conversion Right

Conversion Notice	The form to be completed by the Bondholder to convert his/her Bond into Ordinary Shares of BlueLife
Conversion Right	A Bondholder's right to convert its Bond into Ordinary Share Capital of BlueLife
Day Count Fraction	The actual number of days in the relevant Interest Period divided by 365 days (or, if any portion of that Interest Period falls in a leap year, the sum of (a) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (b) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365)
Default Interest Rate	5.0% per annum
Directors	The Directors of BlueLife
Early Redemption	The early redemption of a Bond prior to its Maturity Date
Early Redemption Amount	The amount payable in respect of any Bond upon the Early Redemption of such Bond on the occurrence of an Event of Default, which, unless otherwise specified in the Applicable Pricing Supplement, shall be the Nominal Amount and any Accrued Interests
Eligible shareholder	All shareholders of BlueLife on the Record Date
EPS	Earnings per share
Event of Default	An event set out in Condition 6.1.14
Excess Bonds	Bonds not subscribed for
Final Redemption	The redemption of a Bond on the Maturity Date
Final Redemption Amount	The amount payable in respect of a Bond upon its Final Redemption which, unless otherwise provided in the Applicable Pricing Supplement, is its Nominal Amount and any Accrued Interests
First Tranche	The proposed issue of 6,000 Bonds at an issue price of MUR50,000 each, to the existing shareholders of the Company on the Record Date
FSC	The Financial Services Commission of Mauritius
Governing Law	The Listing Particulars/Programme Memorandum and the Bonds will be governed by, and construed in accordance with the laws of Mauritius;
Group	BlueLife Limited and its subsidiaries, as defined by the International Financial Reporting Standards (IFRS)
IBL	IBL Ltd
IFRS	International Financial Reporting Standards
Interest Commencement Date	The first date on which interest on the Bonds will accrue
Interest Determination Date	The date upon which interest is calculated for a specified Interest Period and as set out in the Applicable Pricing Supplement
Interest Payment Date	Every six months from the Interest Commencement Date
Interest Period	The period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date, and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next Interest Payment Date. The Interest period is semi-annual from the Interest Commencement Date
Interest Rate	The interest rate set out in the Applicable Pricing Supplement
IOREC	Indian Ocean Real Estate Company Limited
Issue Date	The date of issuance of a Bond, as specified in the Applicable Pricing Supplement

Issue Price	The price, determined by the Issuer at the time of the issue in accordance with prevailing market conditions, at which the Bonds may be issued fully paid and at an issue price which is at their Nominal Amount or at a discount to their Nominal Amount, as specified in the Applicable Pricing Supplement
Issuer	BlueLife Limited, a company registered under the laws of Mauritius under registration number C50411 and business registration number C07050411
LEC	Listing Executive Committee of the SEM
Listing Particulars	This document prepared pursuant to the Listing Rules of the SEM for the purpose of listing the Bonds under the Bond Programme
Listing Rules	The rules constituted by the SEM governing the listing of securities on the Official Market
Maturity Date	In respect of a Tranche of Bonds the date upon which the Bonds are to be finally redeemed and all amounts due on the Bonds are to be repaid by the Issuer as set out in the Applicable Pricing Supplement
Mauritius	The Republic of Mauritius
Minimum Increment	The minimum increment specified in the Applicable Pricing Supplement
MUR	Mauritian rupees
NAV	Net asset value
Nominal Amount	<ul style="list-style-type: none"> the par value of any Bond, or in relation to any Bond that is not issued at its par value, the total amount, excluding Interest and any adjustment on account of any formula, owing by the Issuer under the Bond
Notice Period	A notice period as specified in the Applicable Pricing Supplement
Obligor	A Person that is party to a Security Agreement
Offer Opening Date	Offer acceptance start date
Offer Closing Date	Deadline to return the Application Form to Ocorian Corporate Administrators Limited, 6 th Floor, Tower A, 1 CyberCity, Ebène
Ordinary Resolution	In relation to all Bondholders, a resolution passed at a properly constituted meeting of such Bondholders duly convened and held in accordance with the provisions of this Agreement (i) upon a show of hands, by a majority of the Bondholders present in person and voting thereat, or (ii) if a poll is duly demanded, by a majority of the votes cast at such poll by the Bondholders present in person or by proxy
Ordinary Shares	Ordinary shares of no par value in the capital of BlueLife
Person	Any individual, company, corporation, firm, partnership, joint venture, association, unincorporated organization, trust or other judicial entity, including, without limitation, any state or agency of a state or other entity, whether or not having separate legal personality
Programme Memorandum/ Prospectus	This document issued in compliance with the Companies Act 2001, Securities Act 2005 and the Securities (Public Offers) Rules 2007
Record date	Date on which a shareholder becomes eligible to participate in the Bond Programme as specified in the Applicable Pricing Supplement
Register	The register of Bondholders maintained by the Registrar as agent for the Issuer
Relevant Time	The time on the Interest Determination Date, if any, specified in the Applicable Pricing Supplement for calculating the Interest Rate on a Bond
Rights Issue	The issue and listing by way of an offer for subscription of 500,000,000 new ordinary shares of BlueLife by way of a rights issue in the proportion of 0.7634 new ordinary share for every ordinary share held on 27 May 2021, at an issue price of MUR0.60 per share for an amount of MUR300,000,000

Security Agreement	Any agreement, document or deed which is stated to be a 'Security Agreement' in the Applicable Pricing Supplement
SEM	The Stock Exchange of Mauritius Ltd
SEMDEX	Benchmark index of prices of all listed stocks where each stock is weighted according to its share in the total market capitalisation
Senior Bondholder	The first signatory in the application form, where a Bond is registered in the name of more than one Bondholder
Settlement Date	Date on which the payment of the Nominal Amount of the Bonds is made by the Obligor, as set out in Applicable Pricing Supplement
Share Registry or Agent	Ocorian Corporate Administrators Limited, the entity acting as registrar, calculation, paying and transfer agent under the Agency Agreement
Special Resolution	In relation to all Bondholders, a resolution passed at a properly constituted meeting of such Bondholders duly convened and held in accordance with the provisions of Condition 6.1.26.2 or the Bondholders' Representative Agency Agreement, as applicable, (i) upon a show of hands, by a majority consisting of not less than seventy-five (75) percent of the Bondholders present in person or by proxy and voting thereat or (ii) if a poll is duly demanded, by a majority consisting of not less than seventy-five (75) percent of the votes cast at such poll by the Bondholders present in person or by proxy
Taxes	has the meaning set out in Condition 6.1.13;
Terms and Conditions	The terms and conditions set forth and incorporated in the section of this Listing Particulars headed 'Terms and Conditions of the Bonds' and in accordance with which the Bonds will be issued provided that such terms and conditions may be amended by a supplementary Listing Particulars and an Applicable Pricing Supplement
Trading Day	Any day other than a Saturday, Sunday or public holiday in Mauritius.
Tranche	All Bonds having the same maturity date, bearing interest (if any) on the same basis and at the same rate, and the remaining terms of which are otherwise identical.
Transaction	Refers to the capital raising exercise over the next 12 months through the Rights Issue and Bond Issue
VWAP	Volume Weighted Average Price of the Shares listed on the Official List of the SEM for a 90 days period

3. COMPANY DESCRIPTION

3.1. COMPANY BACKGROUND AND PRINCIPAL ACTIVITIES

BlueLife (previously known as FUEL Properties Limited) is a public company limited by shares, incorporated in Mauritius on 16 April 2004. BlueLife is a property investment and development company.

The principal activities of BlueLife consist of property development projects and real estate properties investment, including investment in hotels. The Company has 2 ancillary clusters which include asset management and support services to property development.

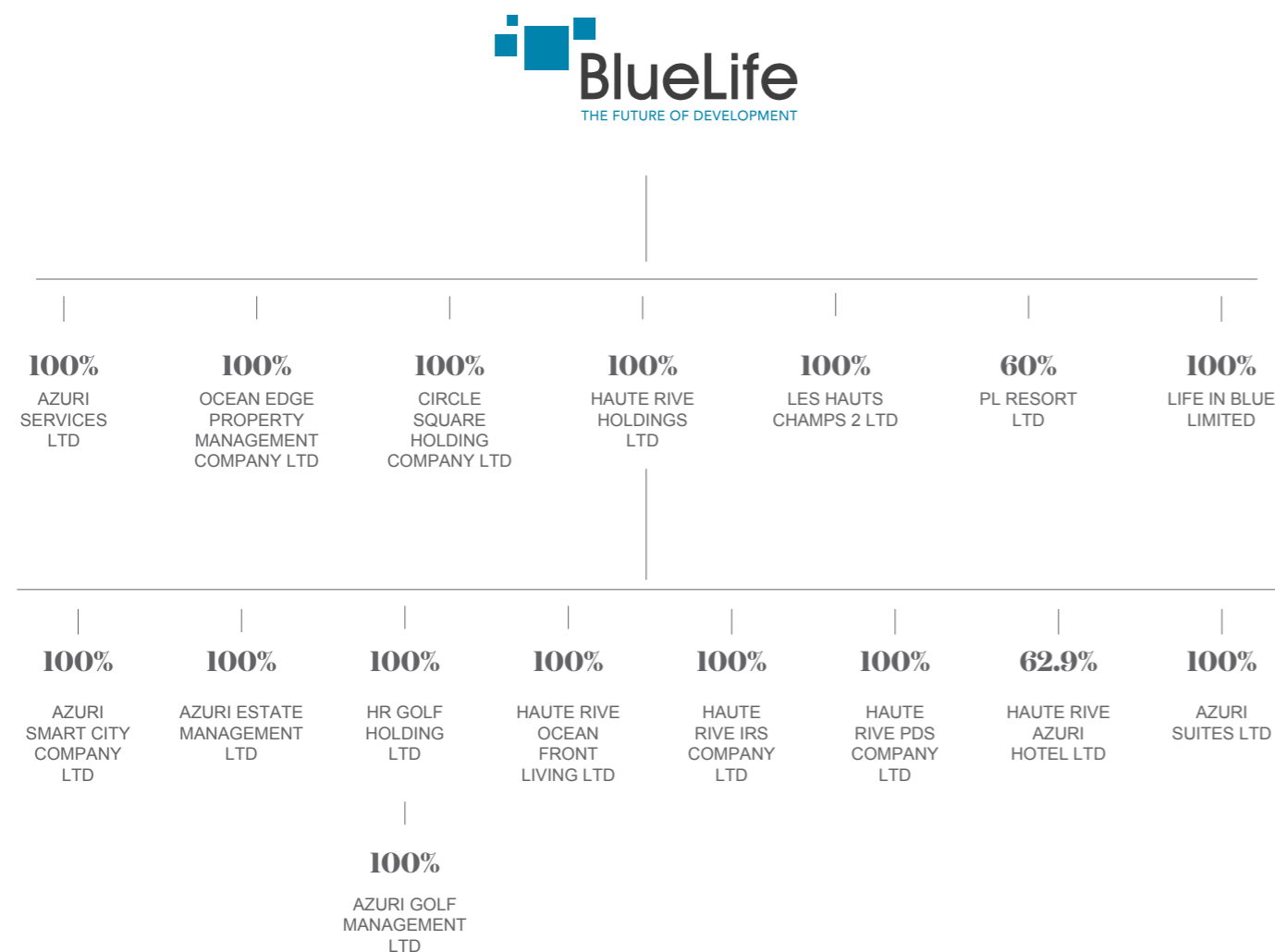
Its portfolio of assets includes offices, retail units, hotels and land used for mixed-use development, mainly in Azuri Ocean & Golf Village, where there is ongoing development.

412 people were employed by BlueLife at 30 June 2020. The headcount by entity is provided in the table below:

Company Name	Headcount
BlueLife Limited	34
Ocean Edge Property Management Company Limited	16
Circle Square Holding Company Ltd	-
Haute Rive Holdings Ltd	-
Les Hauts Champs 2 Ltd	-
PL Resort Ltd	114
Life in Blue Limited	-
Azuri Smart City Company Ltd (previously known as Azuri Watch Ltd)	-
Azuri Estate Management Ltd	27
Azuri Services Ltd	41
HR Golf Holding Ltd	-
Azuri Golf Management Ltd	-
Haute Rive Ocean Front Living Ltd	-
Haute Rive IRS Company Ltd	-
Haute Rive PDS Company Ltd	-
Haute Rive Azuri Hotel Ltd	180
Azuri Suites Ltd	-

3.2. GROUP STRUCTURE OF BLUELIFE

The corporate structure of BlueLife as at 30 June 2020 is shown below:



A full description of the companies that are part of BlueLife Group is detailed below:

Entity Name	Country	Effective Holding	Stated Capital (MUR)	Principal Activities
BlueLife Limited	Mauritius	100%	3,472,320,310	Holding company
Ocean Edge Property Management Company Limited	Mauritius	100%	100	Management and consultancy activities
Circle Square Holding Company Ltd	Mauritius	100%	450,000,000	Land promoter and property developer
Haute Rive Holdings Ltd	Mauritius	100%	1,150,000,000	Land promoter and property developer
Les Hauts Champs 2 Ltd	Mauritius	100%	1,000	Development of building projects for sale
PL Resort Ltd	Mauritius	60%	215,000,000	Hotel ownership and operation
Life in Blue Limited	Mauritius	100%	1,000	Real estate activities
Azuri Smart City Company Ltd (formerly known as Azuri Watch Ltd)	Mauritius	100%	100	Land promoter and property developer
Azuri Estate Management Ltd	Mauritius	100%	100	Management and Consultancy activities
Azuri Services Ltd	Mauritius	100%	100	Management and Consultancy activities
HR Golf Holding Ltd	Mauritius	100%	1,000	Real estate activities
Azuri Golf Management Ltd	Mauritius	100%	100	Management activities
Haute Rive Ocean Front Living Ltd	Mauritius	100%	1,000	Development of building projects for sale
Haute Rive IRS Company Ltd	Mauritius	100%	1	Development of building projects for sale
Haute Rive PDS Company Ltd	Mauritius	100%	1,000	Development of building projects for sale
Haute Rive Azuri Hotel Ltd	Mauritius	62.9%	399,000,000	Hotel ownership and operation
Azuri Suites Ltd	Mauritius	100%	100	Management and consultancy activities

4. TRANSACTION

4.1. BACKGROUND AND PURPOSE OF THE TRANSACTION

Over the last few years, BlueLife has faced financial constraints and increased its level of indebtedness, due to the underperformance of its hospitality cluster and delays in delivering on real estate projects.

In this respect, BlueLife is seeking to strengthen its capital structure whilst also raising funds to finance new property development projects. In parallel, BlueLife will continue its asset disposal program started in August 2019 with the sale of Circle Square. A further MUR288m worth of assets were sold in 2020. Management have targeted MUR238m worth of asset sales over the next 12 months. The sale proceeds will be used to repay bank loans and provide seed funding for cornerstone property development projects.

The restructuring of the capital of BlueLife through the Rights Issue and the Bond Programme is critical for the continuity of its operations. BlueLife will be able to financially sustain its hospitality and real estate segments until the tourism industry in Mauritius recovers from the COVID-19 pandemic, and launch several earmarked property development projects at Azuri Ocean & Golf Village, namely:

- construction and sale of villas - Golf View Villas;
 - The project will consist of 8 serviced land and 8 villas.
- construction and sale of villas - Ennéa Residences;
 - The project will consist of 12 villas and 18 apartments on the golf course.
- construction and sale of villas - Amara Residences;
 - The project will consist of 26 villas and 16 apartments on the golf course.
- construction of a 9-hole Par 3 golf course with clubhouse and facilities.

The property development at Azuri Ocean & Golf Village is illustrated in the masterplan below:



The Directors of BlueLife are confident that the Rights Issue and the Bond Programme will place BlueLife in a better position to focus on the enhancement of shareholder value by unlocking the potential of its asset base.

4.2. APPROVALS

A copy of this Programme Memorandum, deemed to be Listing Particulars pursuant to the Listing Rules, was registered with the FSC on 30 April 2021.

An application has been made to the LEC of the SEM for the issue and listing of the New Bonds. The LEC approved the application on 07 May 2021.

4.3. ESTIMATED NET PROCEEDS

The estimated net proceeds from the First Tranche are shown in the table below:

Estimated net proceeds - First Tranche	MUR
Proceeds from First Tranche	300,000,000
Less: Estimated expenses of the First Tranche	(2,700,000)
Estimated net proceeds of the First Tranche	297,300,000

The estimated expenses associated with the First Tranche are shown in the table below. These expenses will be borne by the Company.

Estimated expenses of the First Tranche	MUR
Professional fees	1,750,000
Postage and printing fees	700,000
SEM fees	150,000
FSC fees	100,000
Total estimated expenses	2,700,000

The proceeds and the estimated expenses of the subsequent tranches will be communicated in the Applicable Pricing Supplement.

4.4. INTENDED USE OF PROCEEDS

The net proceeds of the First Tranche will be used by BlueLife for the repayment of certain loans, to fund the working capital needs of the group and to finance new projects in the pipeline for future growth and value creation for shareholders, as elaborated in this Programme Memorandum. The table below illustrates the intended use of proceeds:

Details	MUR'm	%
Financing of new property development projects	157.2	52.9
Working capital requirements for ongoing operations	34.6	11.6
Repayment of bank facilities	105.5	35.5
Estimated net proceeds	297.3	100.0

5. SUBSCRIPTION PROCEDURES

5.1. OFFER PERIOD

The Offer Opening Date and Offer Closing Date will be communicated in the Applicable Pricing Supplement for each Tranche. If the rights have not been exercised during the offer period by one or more shareholders, it shall be deemed that the offer has lapsed in respect of those shareholders.

5.2. ACCEPTANCE OF SUBSCRIPTION

Acceptance is irrevocable and cannot be withdrawn.

Shareholders may accept, wholly or partly, to subscribe for Bonds by completing and signing the application form attached to each Applicable Pricing Supplement. The original application form must be returned with full payment for the Bonds subscribed to the Agent, Ocorian Corporate Administrators Limited- 6th Floor, Tower A, 1 CyberCity, Ebène, not later than the Offer Closing Date.

A shareholder will be deemed to have declined the offer to subscribe for the Bonds if he/she fails to meet the deadline set out in the Applicable Pricing Supplement.

Incomplete applications will be rejected and the Bonds those shareholders are entitled to, will be deemed not to be subscribed for.

5.3. APPLICATION FOR EXCESS BONDS

Shareholders who subscribe in full for the Bonds may also apply for Excess Bonds on the same terms and conditions, by completing the application form attached to each Applicable Pricing Supplement.

The original application form must be returned with full payment for the Bonds subscribed to the Agent, Ocorian Corporate Administrators Limited- 6th Floor, Tower A, 1 CyberCity, Ebène, not later than the Offer Closing Date.

A separate cheque or bank transfer should be made for an application for Excess Bonds.

Further details about the application and allotment procedures for the Excess Bonds are summarised below:

- If the total number of Excess Bonds applied for is less than the total number of Excess Bonds available for subscription, each applicant will receive the number of Excess Bonds that has been applied for in full and any remaining Excess Bonds will remain within the control of the Board, who will offer such remaining Excess Bonds at its sole discretion to third parties by way of private placement at the sole discretion of the Board.
- If the total number of Excess Bonds applied for is greater than the total number of Excess Bonds available for subscription, the Excess Bonds will be offered to the applicants on a pro-rata basis based on the number of shares of BlueLife held by each applicant.
- BlueLife will not issue fractional Bonds and the number of Bonds will be rounded to the nearest integer when fractions occur. Any Bonds not allocated following the rounding will be pooled together with rights not taken up, to meet applications for Excess Bonds;
- No interest will be paid on monies received in respect of applications for Excess Bonds;
- Refunds in respect of unsuccessful applications shall be made by cheque/bank transfer, as soon as practicable after the offer period.

5.4. METHODS OF PAYMENT

Payment for Bonds can be made by bank transfer to the account of the Company, detailed as follows:

Bank Account Name: BlueLife Limited

Bank Name: The Mauritius Commercial Bank Ltd

MUR Account Number: 000448333945

IBAN: MU63MCBL0901000448333945000MUR

The shareholder reference (as mentioned in the offer letter) must be quoted in the bank transfer transaction and bank transfer receipt. A copy of the bank transfer receipt must be enclosed with the application form.

Payment can also be made by crossed cheque or bank office cheque, drawn to the order of BlueLife Limited, for the full amount payable and must reach the Agent, Ocorian Corporate Administrators Limited, 6th Floor, Tower A, 1 CyberCity, Ebène not later than the Offer Closing Date, together with the appropriate form(s) duly completed and signed.

BlueLife will reject applications for Bonds where cheques received for payment in relation thereto have been dishonored by the drawer's bank or where bank transfers have failed.

No cash, nor any other form of payment, will be accepted.

All payments received will be banked by BlueLife as and when received during the offer period.

5.5. REFUNDS

No interest will be paid on monies received in respect of applications for Bonds and/or Excess Bonds. All refunds in respect of rejected applications shall be made by cheque/bank transfer, as soon as practicable after the offer period.

5.6. BONDS NOT SUBSCRIBED FOR

Any Bond in respect of which no duly completed and signed application form(s) and/or relevant full payment have been received at the closing of subscription will be issued and allotted by the Board to applicants for Excess Bonds on a pro rata basis, based on a shareholder's existing shareholding on the Record Date.

After allocation of Bonds to meet applications for Excess Bonds, any remaining Excess Bonds will remain within the control of the Board, who will offer such remaining Excess Bonds at its sole discretion to third parties by way of private placement.

The Bond Programme will not be underwritten and no Bonds will be issued unless the minimum amount set out in the Applicable Pricing Supplement has been raised by BlueLife. If the minimum amount set out in the Applicable Pricing Supplement has not been raised, BlueLife will refund those shareholders who have subscribed to the Bonds.

5.7. ALLOTMENT OF BONDS

The allotment of Bonds will be effected by the Allotment Date.

A letter of allotment will be sent by Agent to all subscribers confirming the number of Bonds allotted to them on or around after 7 days after the Allotment Date.

CDS account holders will have their respective accounts credited with the number of Bonds issued and allotted to them on or around after 7 days after the Allotment Date.

A Bond certificate will be sent by registered post to all subscribers who do not have a CDS account, on or around after 7 days after the Allotment Date.

6. TERMS AND CONDITIONS OF THE BOND PROGRAMME

The following are the Terms and Conditions of the Bonds to be issued by BlueLife under this Programme Memorandum and will be incorporated by reference into each Bond.

Each Bond shall be held subject to the Terms and Conditions, which Terms and Conditions shall be binding on the Issuer and each Bondholder.

6.1. TERMS OF THE BOND PROGRAMME

6.1.1. Nature and amount

The Bond Programme will consist of the issue of up to 10,000 secured / unsecured Bonds at an issue price of MUR50,000 per Bond for an Aggregate Principal Amount of up to MUR500million and fully payable on application.

Shareholders of BlueLife registered at close of business on the Record date, shall have the right to subscribe for the pro rate share of the Bond based on their respective shareholding on that date.

BlueLife will not issue fractional bonds. The number of Bonds to be issued to an Eligible Shareholder will be rounded to the nearest integer when fractions occur, PROVIDED THAT if the number of Bonds to be issued to an Eligible Shareholder is less than 1, the Issuer will issue 1 Bond to that Eligible Shareholder.

An Eligible Shareholder that is entitled to subscribe for more than 1 Bond can choose between bonds which are not secured by the Issuer ("Unsecured Bond(s)") and bonds where the Nominal Amount is guaranteed by the Obligor ("Secured Bond(s)") or any combination thereof.

An Eligible Shareholder that is entitled to subscribe for only 1 Bond must choose between an unsecured bond or a secured bond.

The Bond Programme will not be underwritten. No Bonds will be issued unless the minimum amount set out in the Applicable Pricing Supplement has been raised by BlueLife. If the minimum amount set out in the Applicable Pricing Supplement has not been raised, BlueLife will refund those shareholders who have subscribed to the Bonds.

Bonds issued under a Tranche may be listed and traded on the Official Market of the SEM as per the Applicable Pricing Supplement.

All the Bonds offered shall be in registered form and the register shall be kept by the Share Registry, Ocorian Corporate Administrators Limited. The Bonds shall be in either certificated or dematerialised form.

The Bondholders will not have any right of pre-emption attached to the Bonds and the Ordinary Shares upon conversion of the Bonds.

Where the Bondholders' Representative is appointed, the Bondholders are, by virtue of their subscription for or purchase of the Bonds, deemed to have notice of, and are entitled to the benefit of, and are subject to, all the provisions of the Bondholders' Representative Agency Agreement.

6.1.2. Issue Price

The Nominal Amount per Bond will be MUR50,000. The Issue Price of 100% of Nominal Amount will be payable in one instalment on the Offer Closing Date of each Tranche.

The Nominal Amount per Bond of MUR50,000 is based on the following pricing mechanism:

Price per Bond = Total aggregate nominal amount / Total number of Bonds

Where the Total aggregate nominal amount is MUR500,000,000

The Total number of Bonds is 10,000

6.1.3. Form of the Bonds

The Bondholders who do not own a CDS account will receive the bonds in certificated form.

Certificates shall be printed and issued to Bondholders and the issuance thereof will be recorded in the Register with the name, address and bank details of the registered Bondholder, Tranche name and Certificate number corresponding to that reflected on the Certificate. If such Bonds are transferred after the issue of such Bonds, rights of ownership will be transferred via entries in the Register and the corresponding existing Certificates will be cancelled and new Certificates will be issued.

For the Bondholders owning a CDS account, the legal ownership of the Bonds will, upon listing on the Official Market of the SEM, be reflected in book entries recorded by the CDS and such records shall constitute the definitive evidence of the title of the Bondholder

to the number of Bonds shown in his CDS Account. Successful applicants for the Bonds will be issued with an allotment letter to confirm allotment of the Bonds subscribed for.

Upon admission to listing on the Official Market of the SEM, the Bonds will be credited to CDS accounts of Bondholders.

The Register of Bondholders will be kept by the Registrar.

The Issuer and the Registrar shall recognise a Bondholder as the sole and absolute owner of the Bonds registered in that Bondholder's name in the Register (notwithstanding any notice of change of ownership or writing thereon or notice of any previous loss or theft thereof) and shall not be bound to enter any trust in the Register or to take notice of or to accede to the execution of any trust (express, implied or constructive) to which the Bonds may be subject.

6.1.4. Status of the Bonds

The Bonds will either be (i) unsecured or (ii) secured pursuant to the Security Agreement, as specified in the Applicable Pricing Supplement.

6.1.5. Interest

6.1.5.1. Interest Rate

The Interest Rate of each Tranche will be set out in the Applicable Pricing Supplement.

6.1.5.2. Interest Payment Dates

Each Bond bears Interest on its outstanding Nominal Amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Interest Rate, such Interest being payable in arrears on each Interest Payment Date up to the Maturity Date.

6.1.5.3. Calculation of Interest Amount

The Agent will calculate the Interest Amount as follows:

(Interest Rate) X (Nominal Amount) X (Day Count Fraction), rounded to the nearest cent.

For the purposes of any calculations of Interest required pursuant to these Terms and Conditions (unless otherwise specified), (i) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), (ii) all figures shall be rounded to seven significant figures (with halves being rounded up) and (iii) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up). For these purposes, 'unit' means the lowest amount of the currency.

As soon as practicable after the Relevant Time on such Interest Determination Date as the Issuer may be required to calculate any rate or amount or make any determination or calculation, it shall determine such rate and calculate the Interest in respect of each specified denomination of the Bonds for the relevant Interest Period, calculate the Final Redemption Amount or make such determination or calculation, as the case may be, and cause the Interest Rate and the Interest for each Interest Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount to be notified to the Bondholders' Representative and the Bondholders, no later than the fourth (4th) Business Day after such determination. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to Condition 6.1.5, the Interest and the Interest Payment

Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. If the Bonds become due and payable under Condition 6.1.5, the accrued Interest and the Interest Rate payable in respect of the Bonds shall nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Interest Rate or the Interest so calculated need be made. The determination of any rate or amount and the making of each determination or calculation by the Issuer shall (in the absence of manifest error) be final and binding upon all parties.

6.1.6. Agent's decision to be final

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

6.1.7. Accrual of Interest

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

Each Bond converted into ordinary shares on the relevant conversion date will also cease to bear interest.

6.1.8. Interest Deferral

(a) The Issuer may, on any Interest Payment Date, defer payment of interest in respect of the Bonds accrued in the Interest Period ending on the day immediately preceding such date. Any Interest not paid on such Interest Payment Date shall, so long as the same remains unpaid, constitute "**Arrears of Interest**". Interest will accrue on the amount of Arrears of Interest at the Default Interest Rate, and such amount of Interest (the "**Additional Interest Amount**") accrued up to any Interest Payment Date shall be added, for the purpose only of calculating the Additional Interest Amounts accruing thereafter, to the amount of Arrears of Interest remaining unpaid on such Interest Payment Date.

(b) Without prejudice to the other provisions herein, any Arrears of Interest (together with all corresponding Additional Interest Amounts) may be paid in whole or in part at any time at the discretion of the Issuer and in any event will become due and payable in whole but not in part upon the earliest of:

- (i) the next Interest Payment Date;
- (ii) the date on which an order is made by any competent court or a resolution is passed for the liquidation, winding-up, conservatorship, receivership, dissolution or administration of the Issuer, whether provisionally (and not dismissed or withdrawn within thirty (30) days thereof) or finally;
- (iii) the Early Redemption;
- (iv) the Conversion Date; or
- (v) the Maturity Date.

6.1.9. Conversion into Ordinary Shares

Subject as hereinafter provided, the Bondholders will have the right to convert their Bonds into Shares (the "Conversion Right") on any Conversion Date(s).

The number of Shares to be delivered on conversion of one (1) Convertible Bond will be determined by applying the following formula: $P / [VWAP \times (1 - \text{Discount factor})]$ where:

- **VWAP** is equal to the Volume Weighted Average Price of the Shares listed on the Official List of the SEM for the 90 days period preceding the Conversion Date;
- **P** is equal to the Nominal Amount.

The discount factor has been set at 30%.

The Issuer will not issue any fraction of a Share upon the exercise of the Conversion Right.

If more than one (1) Convertible Bond held by a Bondholder is converted at any one time by that Bondholder, the number of Shares that will be issued upon the exercise of the Conversion Right with respect to those Convertible Bonds will be calculated on the basis of the Aggregate Nominal Amount of the Convertible Bonds to be converted and rounded down to the nearest whole number of Shares.

The Issuer will pay Bondholders in cash for the value of any fraction of a Share to which they may be entitled upon Conversion.

Upon the exercise of the Conversion Right in relation to any Bond and the fulfilment by the Issuer of all its obligations in respect thereof, the Bond will be cancelled, the relevant Bondholder will have no further rights in respect of such Bond and the obligations of the Issuer in respect thereof will be extinguished.

To exercise the Conversion Right, the Bondholder must complete, execute and deposit at its own expense during normal business hours at the Registered Office the Conversion Notice duly executed and completed in duplicate in the form obtainable from the Registered Office.

The Conversion Notice must specify:

- 1) The number of Bonds to be converted into Shares;
- 2) The securities account number of the Bondholder (if applicable) or if the Bondholder does not have a securities account, a mailing address to which the Issuer must send the notice of issue of Shares; and
- 3) The relevant Conversion Date.

The Conversion Notice will be irrevocable once it is delivered to the Issuer unless the Issuer consents to its withdrawal in writing.

As soon as practicable, and in any event not later than three Trading Days after the Conversion Date, the Issuer will, in respect of Convertible Bonds that have been the subject matter of a duly completed and executed Conversion Notice delivered to the Issuer:

- 1) Instruct the CDS to credit the securities account of the Bondholder; and
- 2) If the Bondholder does not have a CDS account, make available for collection at the Registered Office or, if required in the relevant Conversion Notice, mail (at the risk of the Bondholder) the relevant notice(s) of issue of Shares to the Bondholder.

If the Conversion Date in respect of a Convertible Bond falls during a period in which the register of shareholders of the Issuer is closed generally or for the purpose of establishing entitlement to

any dividend, distribution or other rights attaching to the Shares (a "Book Closure Period"), the Issuer will issue the Shares on the first Trading Day after the expiry of the Book Closure Period.

The Shares issued upon a Conversion will in all respects rank pari passu with the Shares in issue prior to that Conversion Date.

If a Bond is registered in the name of more than one Bondholder, the Conversion Right must be exercised by the Senior Bondholder.

6.1.10. Redemption

6.1.10.1. Redemption

Unless previously cancelled as provided below, each Bond shall be finally redeemed on the Maturity Date at the Final Redemption Amount.

No early redemption will be allowed.

6.1.10.2. Payment of redemption proceeds

Redemption proceeds will be paid in accordance with Condition 6.1.11 below.

6.1.11. Payments

All payments in relation to the Bonds will be made in MUR. Payments of principal and/or interest shall be made to the registered holder of such Bond, as set forth in the Register.

For Bondholders who do not own a CDS account, payments of the relevant Final Redemption Amount in respect of the Bonds shall be made subject to presentation and surrender of the relevant Certificates at the specified office of the Registrar.

All payments of Nominal Amount and Interest in respect of the Bonds are subject in all cases to the laws of Mauritius, fiscal or otherwise in the place of payment, but without prejudice to the provisions of Condition 6.1.13. No commissions or expenses shall be charged to the Bondholders in respect of such payments.

Interest payments shall be credited as per prevailing instructions on the account provided by the Bondholder.

In the case of joint Bondholders, payment by electronic funds transfer will be made to the bank account of the Bondholder as specified in the CDS account or the application form and the Issuer will, under no circumstances, be required to verify the beneficiary of such bank account. Payment by electronic transfer to the bank account specified in the CDS account or application form shall discharge the Issuer of its relevant payment obligations under the Bonds.

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

- (a) the Final Redemption Amount of the Bonds; and
- (b) any other amounts which may be payable under or in respect of the Bonds as specified in the Applicable Pricing Supplement, but excluding for the avoidance of doubt, any Interest Amounts and Additional Interest Amounts (if any).

6.1.12. Exclusion of Rights

Bondholders have:

- (a) no claim against the Issuer except as expressly set out in this Programme Memorandum;
- (b) no right to participate in the issue of any shares or any other securities of any kind of the Issuer in their capacity as Bondholders; and

- (c) no right to receive notice of or vote at any meeting of shareholders of the Issuer.

6.1.13. Taxation

All payments in respect of the Bonds will be made without withholding or deducting for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature ("Taxes") imposed or levied by, or on behalf of Mauritius, (or any political subdivision of) or any authority in, or of, Mauritius having power to tax, unless such withholding or deduction of Taxes is required by the laws of Mauritius.

6.1.14. Events of Default

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

- (a) the Issuer or an Obligor is in default in the performance, or is otherwise in breach of, any representation, warranty, covenant, obligation, undertaking or other agreement under the Affected Bonds or, where applicable, the Bondholders' Representative Agency Agreement, the Agency Agreement or a Security Agreement;
- (b) except in case of interest deferral pursuant to Condition 6.1.8., the failure by the Issuer to pay two (2) consecutive Interest Payments within 10 Business Days from their due dates in respect of any of the Bonds;
- (c) the failure by the Issuer to pay any Additional Interest Amount and Arrears of Interest within 10 Business Days from their due dates in respect of any of the Bonds;
- (d) the failure by the Issuer to pay the Final Redemption Amount within 10 Business Days from its due date in respect of any of the Bonds; or
- (e) the granting of an order by any competent court or authority for the liquidation, winding-up, conservatorship, receivership, dissolution or administration of the Issuer, whether provisionally (and not dismissed or withdrawn within thirty (30) days thereof) or finally, or the placing of the Issuer under voluntary liquidation and the facing of other insolvency proceedings, provided that no such proceedings shall constitute an Event of Default if any of such proceedings is for the purpose of effecting an amalgamation, merger, demerger, consolidation, reorganization or other similar arrangement;
- (f) the Issuer makes or threatens to make any substantial change in the principal nature of its Business as presently conducted which is (in the reasonable opinion of the Bondholder(s) or the Bondholders' Representative, as applicable) materially prejudicial to the interests of the Bondholders.

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

Upon the occurrence of an Event of Default and receipt by the Issuer of a written notice from the Bondholders' Representative declaring Bonds held by the relevant Bondholder to be forthwith due and payable in, such Bonds shall become forthwith due and payable at the Early Redemption Amount or the Final Redemption Amount to the date of payment.

6.1.15. Treatment of unclaimed money

In relation to any Final Redemption Amount, where after five (5) years from the date of redemption of the Bonds, any payment of such amounts (plus Arrears of Interest if any) has not been claimed, such redemption proceeds will revert to the Issuer and the relevant Bondholders shall have no right whatsoever thereto. In relation to any Interest Amount (including any Arrears of Interest), where after three (3) years from the relevant Interest Payment Date, any such amounts have not been claimed, those amounts will revert to the Issuer and the relevant Bondholders shall have no right whatsoever thereto.

6.1.16. Transfer and Transmission of Bonds

Subject to the terms of the Agency Agreement, transfers of Bonds that are to be listed on the SEM will be effected through the Automatic Trading System in accordance with the trading procedures established by SEM.

No Bondholder may require the transfer of a listed Bond to be registered where the Bond has not been fully paid.

6.1.17. Register

The Register of Bondholders shall:

- (a) be kept at the registered office of the Agent or such other person as may be appointed for the time being by the Issuer to maintain the Register;
- (b) reflect the number of Bonds issued to such Bondholders;
- (c) contain the name and the address of the Bondholders;
- (d) set out the Nominal Amount of the Bonds issued to such Bondholders and shall show the date of such issue; and
- (e) be open for inspection, subject to a written notice of seventy-two (72) hours during the normal business hours of the Issuer, to any Bondholder or any person authorised in writing by any Bondholder.

The Agent shall:

- (f) not be obliged to record any transfer while the Register is closed; and
- (g) not be bound to enter any trust into the Register or to take notice of any, or to accede to any trust executed, whether express or implied, to which any Bond may be subject.

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

6.1.18. Agent/ Registrar

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

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

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

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

6.1.19. Notices

All notices to be given pursuant to this Programme Memorandum shall be in writing.

Notices will be sent by email to all Bondholders who (i) have provided an email address and/or (ii) who have an email address associated with his CDS account or in the application form. Prospective Investors are informed that following allotment and crediting of the Bonds to CDS accounts, the email addresses associated with the CDS account or in the application form provided by a Bondholder will be used for the purposes of this Condition.

All notices to Bondholders shall be sent by courier, by email or delivered by hand, to the addresses appearing in the relevant CDS accounts or in the application form for bondholder holding a bond certificate.

A notice to be given by any Bondholder to the Issuer shall be in writing and given by lodging (either by hand delivery or simple courier or posting by registered mail) that notice at the office of the Agent.

Notices given by registered mail or delivered shall be deemed to have been given on the seventh day after the day on which it is mailed and on the day of delivery if delivered.

Notices given by email shall be deemed duly served, if sent during normal business hours, then at the time of transmission and, if sent outside normal business hours, then on the next following Business Day.

6.1.20. Modification

No modification of these Terms and Conditions may be effected without the written agreement of the Issuer.

The Issuer may effect, without the consent of Bondholders but subject to a seven (7) days prior written notice to the Bondholders' Representative, any modification of the Terms and Conditions which does not affect the rights of, or creates obligations on, the existing Bondholders or modification of a formal, minor or technical nature or is made to correct a manifest error or made to comply with the Applicable Procedures, or to comply with provisions of the law of the jurisdiction in which the Issuer is incorporated and the governing law in accordance with which the Bonds are issued. Any such modification shall be binding on the Bondholders and any such modification shall be notified to the Bondholders.

No modification of these Terms and Conditions may be effected unless made in writing and signed by or on behalf of the Issuer and by the Bondholders' Representative after the sanction of an ordinary resolution of the Bondholders approving such modifications.

6.1.21. Certificates

A Bondholder, who does not own a CDS account, shall be entitled to receive a Certificate evidencing the Bonds transferred to that Bondholder within seven (7) days after the registration of that transfer in accordance with Condition 6.1.19 (and which will apply mutatis mutandis to such Certificate), provided that joint Bondholders shall be entitled to receive only one certificate in respect of that joint

holding, and delivery to one of those Bondholders shall be delivery to all of them.

If a Certificate is worn out or defaced then, within fourteen (14) days of its presentation to the

Registrar, the Registrar shall cancel that Certificate and issue a new Certificate in its place.

If a Certificate is lost or destroyed then upon proof thereof to the satisfaction of the Registrar, a new Certificate may be issued to the person entitled to that lost or destroyed Certificate, provided that an indemnity is provided by the Bondholder to the Registrar and the Issuer. The person providing the indemnity and the form of the indemnity shall be to the satisfaction of the Issuer and the Registrar. The new Certificate shall be issued within fourteen (14) days from the date that the conditions precedent to issuing such Certificate have been fulfilled.

Any entry as to the issue of a new Certificate and indemnity (if any) shall be made in the Register upon the date of issue of the new Certificate.

Certificates shall be provided where relevant by the Issuer without charge, save as otherwise provided in these Terms and Conditions. The costs and expenses of delivery of Certificates otherwise than by ordinary post (if any) and, if the Issuer shall so require, taxes or governmental charges or insurance charges that may be imposed in relation to such mode of delivery shall be borne by the Bondholder.

6.1.22. Warranties

The Issuer hereby certifies and warrants that all acts and conditions required to be done and performed and to have happened prior to the creation and issuance of each Bond and to constitute the same as the legal, valid and binding obligations of the Issuer enforceable in accordance with their terms, if any, have been done and performed and have happened in due compliance with the laws of Mauritius.

6.1.23. Governing law and jurisdiction

This Programme Memorandum, the Terms and Conditions and the Bonds will be governed by, and construed in accordance with the laws of Mauritius.

6.1.24. Amendment of these terms and conditions

These Terms and Conditions set out all the rights and obligations relating to the Bonds and, subject to the further provisions of this Condition 6.1.24, no addition, variation or consensual cancellation of these Conditions shall be of any force or effect unless reduced to writing and signed by or on behalf of the Issuer.

These Terms and Conditions may be amended by the Issuer without the consent of the Bondholders for the purpose of curing any ambiguity or of curing, correcting or supplementing and defective provision contained therein, provided that the interests of the Bondholders are not prejudiced by any such amendment.

The Issuer may, with the prior sanction of a Special Resolution of the Bondholders, amend these Conditions, provided that no such amendment shall be of any force or effect unless notice of intention to make such amendment shall have been given to all Bondholders in terms of Condition 6.1.24 above and provided further that any amendment made pursuant to this condition above shall not affect the rights and obligations of the Bondholders (each an 'Interested Bondholder') and the Issuer pursuant to Bond issues made

before the amendments come into force except if the Interested Bondholders have expressly consented to such amendment by a Special Resolution of the Interested Bondholders.

6.1.25. Meetings of Bondholders and Bondholders' representative

6.1.25.1. The provisions of this Condition 6.1.25 shall apply mutatis mutandis to the calling and conduct of meetings of any Tranches of Bonds, or class of Bondholders, as the case may be.

6.1.25.2. Meeting of Bondholders if no Bondholders' Representative is appointed

The Issuer may, on its own or at the request of a Bondholder, at any time convene a meeting of the Bondholders of any Tranches of Bonds, provided that prior written notice of at least fourteen (14) days is given to such Bondholders. Notice shall be given in terms of Condition 6.1.19. above. Such notice shall specify the date, place and time of the meeting to be held (which place shall be in Mauritius) and the general nature of the business to be transacted but it shall not be necessary (except in the case of a Special Resolution) to specify in the notice the terms of any resolution to be proposed. The accidental omission to give notice to or the non-receipt of notice by any of the Bondholders shall not invalidate the proceedings at any meeting.

A director or duly appointed representative of the Issuer may attend and speak at a meeting of Bondholders, but shall not be entitled to vote, other than as a proxy or representative of a Bondholder.

At any meeting either (i) at least Bondholders present in person or by proxy and representing in the aggregate not less than one third of the Nominal Amount of Bonds outstanding shall form a quorum for the transaction of business to be approved by an Ordinary Resolution, or (ii) at least Bondholders present in person or by proxy and representing in the aggregate not less than fifty decimal one (50.1) percent of the Nominal Amount of the Bonds outstanding shall form a quorum for the transaction of business to be approved by a Special Resolution. No business (other than choosing a chairman) shall be transacted at any meeting unless the requisite quorum is present at the commencement of business.

If within thirty (30) minutes from the time appointed for the meeting a quorum is not present, the meeting, if convened on the requisition of Bondholders shall be dissolved. In any other case, it shall stand adjourned to such day and time being not less than fourteen (14) days nor more than twenty-eight (28) days thereafter and to such place as may be appointed by the Issuer, and at such adjourned meeting such persons being Bondholders present in person or by proxy or representing in the aggregate one third of the Nominal Amount of the Bonds outstanding shall be a quorum for the transaction of business. Notice of any adjourned meeting of Bondholders shall be given in the same manner as for an original meeting. The notice shall state that any persons being Bondholders present in person or by proxy and representing in the aggregate one third of the Nominal Amount of the Bonds outstanding at the adjourned meeting will form a quorum, whatever the amount of Bonds held or represented by them.

The Bondholders present shall choose one of their number to be the chairman.

With the consent of any meeting at which a quorum is present, the chairman may, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place. No business

shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place.

At any meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless (before or on the declaration of the result of the show of hands) a poll is demanded by the chairman or by one (1) or more Bondholders present in person or by proxy or representing at least five (5) percent of the Aggregate Nominal Amount of the Bonds. Unless a poll is so demanded, a declaration by the chairman that a resolution has been carried or carried unanimously or by a particular majority or not carried by a particular majority or lost shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution.

If a poll is duly demanded, it shall be taken in such manner as the chairman may direct and the result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a casting vote in addition to the vote or votes (if any) to which he may be entitled as a Bondholder.

A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time and place as the chairman directs.

The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded. The demand for a poll may be withdrawn.

At any meeting:

- (i) on a show of hands every person who is present in person and who is a Bondholder or is a proxy shall have one (1) vote in respect of the Bonds held by him or in respect of which he is a proxy; and
- (ii) on a poll every person who is so present shall have one (1) vote for each Bond held by him or in respect of which he is a proxy.

Without prejudice to the obligations of proxies any person entitled to more than one (1) vote need not use all his votes or cast all the votes to which he is entitled in the same way.

On a poll, votes may be given either personally or by proxy.

The instrument appointing a proxy shall be in such form as the Issuer may approve and shall be in writing under the hand of the appointer or of his attorney duly authorised in writing or, if the appointer is a corporation either under its common seal or under the hand of an officer or attorney duly authorised and that instrument shall be deemed to confer authority to demand or join in demanding a poll. A person appointed to act as a proxy need not be a Bondholder.

Each instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed (or a notarially certified copy of such power or authority) shall be deposited at the registered office of the Issuer not less than forty-eight (48) hours before the time appointed for holding the meeting or adjourned meeting or for the taking of the poll at which the person named in the instrument proposes to vote. In default, the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall

be valid after the expiry of twelve (12) months from the date of its execution.

All decisions at a meeting of the Bondholders shall be by Ordinary Resolution, unless otherwise specified in the Terms and Conditions. An Ordinary Resolution or a Special Resolution passed at a meeting of the Bondholders duly convened and held in accordance with this Condition 6.1.25 shall be binding on all the Bondholders, whether or not present at the meeting. Each of the Bondholders shall be bound to give effect to it accordingly.

Minutes of all resolutions and proceedings at every meeting shall be made and duly entered in books to be from time to time provided for that purpose by the Issuer. Any such minutes if purporting to be signed by the chairman of the meeting shall be conclusive evidence of the matters stated in them and, until the contrary is proved, every such meeting in respect of the proceedings of which minutes have been made and signed shall be deemed to have been duly held and convened and all resolutions passed at such meetings to have been duly passed.

A resolution in writing signed by or on behalf of a majority of Bondholders holding not less than seventy-five (75) percent of the Nominal Amount of Bonds outstanding from time to time that may be cast by all the Bondholders or by or on behalf of all the Bondholders at a duly convened meeting of such Bondholders shall be as valid and effective as a Special Resolution passed at a meeting of all the Bondholders duly convened and held. The resolution in writing may be contained in one (1) document or in several documents in or substantially in like form each signed by or on behalf of one (1) or more of the Bondholders.

6.1.25.3. Meeting of Bondholders if a Bondholders' Representative is appointed

A Bondholders' Representative may be appointed, in which case the Bondholders' Representative Agency Agreement will be entered into with the aim, inter alia, of providing for the protection and enforcement of the rights and entitlements, and the implementation of the obligations, of the Bondholders. Accordingly, all such rights, entitlements and obligations of the Bondholders shall be protected, enforced and implemented, as the case may be, through the office of the Bondholders' Representative.

The Issuer or the Bondholders' Representative may at any time convene a meeting of the Bondholders or a meeting of Bondholders of any Tranches of Bonds, as the case may be, subject to prior written notice to such Bondholders in accordance with the Bondholders' Representative Agency Agreement. This notice is required to be given in terms of Condition 6.1.19 above. Such notice shall specify the date, place and time of the meeting to be held, which place shall be in Mauritius.

Subject to the Bondholders' Representative Agency Agreement, a director or duly appointed representative of the Issuer may attend and speak at a meeting of Bondholders, but shall not be entitled to vote, other than as a proxy or representative of a Bondholder.

Meetings of the Bondholders, or of the Bondholders of any Tranches shall be convened and requisitioned in accordance with the provisions of the Bondholders' Representative Agency Agreement. The procedures (including, without limitation, the appointment of a chairman, the required quorum and voting method and threshold) pertaining to the conduct of meetings of the Bondholders, or of the Bondholders of any Tranches shall be as set out in the Bondholders' Representative Agency Agreement.

6.1.26. Enforcement

Each Bondholder (as represented by the Bondholders' Representative, where so appointed) shall be deemed to have hereby waived its right in and to any independent enforcement action, save as contained in the Terms and Conditions, the Security Agreement, and/or, to the extent applicable, the Bondholders' Representative Agency Agreement.

7. SHAREHOLDING STRUCTURE

7.1. STATED CAPITAL

As at 30 June 2020, the stated capital of BlueLife was MUR3,472,320,310 made up of 654,942,099 Ordinary Shares of no par value. All issued shares are fully paid. The shares are in registered form.

7.2. CHANGES IN SHARE CAPITAL

There was no alteration in the capital of BlueLife or any member of the Group within two years immediately preceding the issue of the Programme Memorandum.

No member of the Group has capital which is under option or agreed conditionally or unconditionally to be put under option.

The last alteration in the capital of BlueLife took place on 26 February 2018 in connection with a previous rights issue where 229,599,782 ordinary shares of BlueLife were issued and allotted to the existing shareholders at a price of MUR1.96 per share. These ordinary shares ranked pari passu to existing ordinary shares of BlueLife and traded on the Official Market of the SEM on the 06 March 2018.

On 18 December 2020, the Board of Directors approved the rights issue of MUR300,000,000.

7.3. CURRENT SHAREHOLDING

The list of substantial shareholders holding more than 5% of the share capital of BlueLife as at 30 June 2020 is set out below:

Shareholders	Shareholding
IBL Ltd	48.99%
Actis Paradise Jersey Limited	21.06%
GML Ineo Ltée	7.45%

7.4. PARTICULARS OF SECURITIES NOT REPRESENTING SHARE CAPITAL (AT 30 JUNE 2020)

As at 30 June 2020, the Company had not issued any securities which did not represent share capital.

8. TIMETABLE

8.1. THE FIRST TRANCHE

Publication of Prospectus on the SEM website post regulatory approvals	7-May-21
Record date for shareholders entitled to participate in the First Tranche	27-May-21
Dispatch of Prospectus to shareholders	31-May-21
Dispatch of offer letter and application forms to shareholders	31-May-21
Opening of subscription period for the First Tranche	31-May-21
Closure of subscription period for the First Tranche and last day of payment	21-Jun-21
Settlement of Bonds taken up by existing shareholders	28-Jun-21
Allotment of Bonds	5-Jul-21
Sending letters of allotment and bond certificates for Bonds to shareholders	12-Jul-21
Direct crediting of Bonds in CDS accounts	12-Jul-21
First day of trading of Bonds	13-Jul-21

8.2. THE SUBSEQUENT TRANCHE

The timetable for any subsequent Tranches will be communicated in the Applicable Pricing Supplement.

9. FINANCIAL SUMMARY AND ANALYSIS – BLUELIFE LIMITED

9.1. HISTORICAL PERFORMANCE

The table below summarises the performance of BlueLife Group over the last three financial years ended 30 June 2018, 2019 and 2020 and for the eight months ended 28 February 2021. Additional financial information is set out in Section 16 – Financial Information and Appendix 1.

CONDENSED STATEMENTS OF FINANCIAL POSITION

	THE GROUP			
	Eight months ended 28 February 2021	Year ended 30 June 2020	Year ended 30 June 2019	Six months ended 30 June 2018
	Unaudited	Audited	Audited	Audited
	MUR'000	MUR'000	MUR'000	MUR'000
ASSETS				
Non-current assets	2,497,272	2,983,279	3,163,910	3,231,820
Current assets	465,663	329,695	311,683	374,133
Assets Classified as held for sale	601,110	384,294	575,313	583,926
Total assets	3,564,045	3,697,268	4,050,906	4,189,879
EQUITY				
Owners of Parent	1,754,903	1,851,028	2,091,403	2,305,154
Non-controlling interests	(33,552)	(17,965)	16,984	19,593
Total equity	1,721,352	1,833,063	2,108,387	2,324,747
LIABILITIES				
Non-current liabilities	351,778	586,688	621,107	629,686
Current liabilities	931,219	1,067,121	895,563	928,600
Liabilities directly associated with assets classified as held for sale	559,697	210,396	425,849	306,846
Total liabilities	1,842,693	1,864,205	1,942,519	1,865,132
Total equity and liabilities	3,564,045	3,697,268	4,050,906	4,189,879

CONDENSED STATEMENT OF PROFIT AND LOSS

	THE GROUP			
	Eight months ended 28 February 2021 Unaudited	Year ended 30 June 2020 Audited	Year ended 30 June 2019 Audited Restated	Six months period ended 30 June 2018 Audited Restated
	MUR'000	MUR'000	MUR'000	MUR'000
Continuing activities				
Revenue	119,695	470,873	575,803	676,698
Operating loss before finance costs	(77,165)	(156,172)	(54,791)	(14,289)
Finance costs	(30,237)	(88,285)	(84,951)	(47,730)
Impairment charges	-	-	(51,236)	(31,786)
Net (decrease)/increase in fair value of investment properties	-	(10,797)	(239)	(37,821)
Loss before taxation	(107,401)	(255,254)	(191,217)	(131,625)
Income tax credit/(charge)	4,891	3,218	(15,038)	(987)
Loss for the year from continuing operations	(102,511)	(252,036)	(206,255)	(130,638)
Loss from discontinued operations net of tax	(9,200)	(22,125)	(5,216)	(14,927)
Loss for the year	(111,711)	(274,161)	(211,471)	(145,566)
Loss attributable to:				
Owners of the parent	(96,124)	(239,785)	(210,106)	(136,440)
Non-controlling interests	(15,587)	(34,376)	(1,365)	(9,126)

CONDENSED STATEMENTS OF CASH FLOWS

	THE GROUP			
	Eight months ended 28 February 2021 Unaudited	Year ended 30 June 2020 Audited	Year ended 30 June 2019 Audited Restated	Six months period ended 30 June 2018 Audited Restated
	MUR'000	MUR'000	MUR'000	MUR'000
Net cash (used in)/from operating activities	(114,596)	(55,794)	(200,441)	(7,061)
Net cash from/(used in) investing activities	296,085	136,177	83,514	38,688
Net cash (used in)/from financing activities	(214,884)	(116,073)	46,454	146,906
Decrease in cash and cash equivalents	(33,396)	(35,690)	(70,472)	178,533
Movement in cash and cash equivalents				
At 1 July	(275,665)	(241,987)	(173,228)	(354,158)
Effect of foreign exchange difference	449	2,011	1,713	2,397
Decrease	(33,396)	(35,690)	(70,472)	178,533
At 30 June	(308,612)	(275,666)	(241,987)	(173,228)

Copies of the Company's annual and quarterly reports can be obtained on the Company's website at <https://www.bluelife.mu/reports-presentation/>.

Financial year ended 30 June 2020

The financial performance for the financial year ended 30 June 2020 was impacted by the disruption caused by the Covid-19 pandemic with the closure of borders impacting severely the Group's two main segments of business, which are hospitality and property development.

The Group registered operational losses of MUR156.2m for the year ended 30 June 2020 as compared with restated losses of MUR54.8m for last year. Hotels forming part of the Group did not derive revenue since 19 March 2020 and the hotel cluster registered a significant MUR109.5M drop in its turnover and MUR77.1m drop in reported gross profit. BlueLife did not receive any revenue from its property development cluster for the 2019-2020 financial period. The recognition of the revenue from sale of properties to the income statement will only start when the Group breaks ground on construction. In the course of this financial year, the HomeScene building in Circle Square and the 8th floor in Harbour Front Building were sold and the proceeds from the sale have been mainly used to reduce the Group's bank debts and support the Group's working capital needs.

As a consequence of this current crisis on BlueLife's business, BlueLife has carried out impairment tests. At Group level, provision for bad debts and expected credit losses, mainly for the hotel cluster, are reflected under the item 'Administration Expenses' and explain the upsurge in 2019-2020. The Group results were also impacted by the fair value decrease of investment properties for MUR 10.8m to which shall be added MUR32m from discontinued activities.

The reduction in the net asset value of BlueLife's subsidiaries forced BlueLife to make provision for bad debts and expected credit losses under the item 'Administration Expenses' and impairment of MUR119.6m in the value of its investment in subsidiaries.

Financial costs of MUR88m have been incurred for the year ended 30 June 2020. With the prevailing difficult conditions in 2019-2020, BlueLife has not been able to reduce its financial costs as initially anticipated. We continue our efforts towards the sale of non-core assets aiming to continuously lower the Group's indebtedness and the financial costs' burden even further.

All the above contributed to losses for the Group of MUR274.2m for the year ended 30 June 2020 as compared to MUR211.5m restated for last financial year.

At year end, the Group's total assets and net assets stood at MUR3.70bn and MUR1.85bn respectively (2019 restated: MUR4.05bn and MUR2.11bn). Net asset per share was MUR2.88 as at 30 June 2020 as compared with MUR3.30 as at 30 June 2019.

Eight months ended 28 February 2021

The eight-month period ended 28 February 2021 continued to reflect the severe impact of the Covid-19 outbreak on the Group results with a significant drop in its revenue and gross profit and reached MUR119.7m and MUR55.9m respectively. Its hospitality cluster was the main contributor to the Group losses although there was strong focus on collection of debtors, which led to the partial reversal of provision for bad debts accounted at the end of the last audited year. The Group has continued the cost curtailing endeavours that were put in place since last year.

Finance costs decreased compared to last financial year, resulting from the reduction in borrowings and a fall in the prevailing interest rates.

At 28 February 2021, the Group total assets and net assets stood at MUR3.56bn and MUR1.75bn respectively (June 2020: MUR3.70bn and MUR1.85bn). As a result of the change in net assets, net assets per share stands at MUR2.68.

9.2. TRADING PROSPECTS FOR THE YEAR ENDING 30 JUNE 2021

The dramatic spread of the COVID-19 pandemic continues to disrupt lives, livelihoods and businesses. It is not easy to anticipate the date at which hotels forming part of the Group will be able to welcome tourists at levels they were achieving before the outbreak. On our property cluster's side, BlueLife continues to address a number of leads received but buyers need to be able to travel free and visit before engaging into the purchase of a property in Mauritius. Management is working hard towards safeguarding our assets and businesses but the financial year to come will remain a challenge in terms of revenue and profits.

BlueLife will continue to favour cash generation with the sale of non-core assets and will focus on the implementation of property development projects. The sale of Circle Square is nearly completed, and BlueLife continues its effort to sell assets earmarked for sale which management hopes to conclude during the course of this financial year.

The construction of the golf estate and its residential components is planned to start in the course of this financial year and the Group's results will be positively impacted with the profit on disposal of inventory for sale on a percentage completion basis.

BlueLife has also applied for a Smart City Certificate for its Azuri estate development.

The Directors approved a budgeted circa. MUR7,000,000 representing professional fees in respect of a master planning exercise for the earmarked property development and the Smart City Certificate application.

9.3. SEGMENTAL REVENUE

The segmental revenue of BlueLife at 30 June 2020 is detailed below.

Year ended June 30, 2020

	Land Development	Yielding Property	Hotel	Service	Total
	Rs.	Rs.	Rs.	Rs.	Rs.
Total segment revenues	-	25,886,774	406,473,198	59,402,095	491,762,067
Inter-segment revenues	-	(10,274,795)	(5,476,997)	(5,137,741)	(20,889,533)
Revenues from external customer	-	15,611,979	400,996,201	54,264,354	470,872,534
(Loss)/profit before finance costs, fair value and impairment	(240,557,270)	29,530,925	(4,971,501)	59,825,919	(156,171,927)
Fair value movement	-	(10,797,495)	-	-	(10,797,495)
Impairment charge	-	-	-	-	-
Finance costs	(41,240,078)	-	(46,972,105)	(72,067)	(88,284,250)
Loss before taxation	(281,797,348)	18,733,430	(51,943,606)	59,753,852	(255,253,672)
Income tax (charge)/credit	1,023,641	-	2,189,501	4,943	3,218,085
Loss from discontinued operations	-	(22,124,051)	-	-	(22,124,051)
Loss for the year	(280,773,707)	(3,390,621)	(49,754,105)	59,758,795	(274,159,638)
Interest income	-	-	-	-	-
Interest expense	(41,240,097)	-	(46,972,105)	(72,067)	(88,284,269)
<i>Material items of income:</i>					
Syndicates fee income	-	-	-	213,798	213,798

9.4. DIVIDEND POLICY

The Company does not have any predetermined dividend policy and the dividend payout is subject to the financial performance of the Company.

The Company did not declare any dividend for the year under review and during the previous three years.

9.5. KEY FINANCIAL RATIOS

The financial ratios for financial years ended 30 June 2018, 2019 and 2020 are shown below. The data below excludes the impact of the Bond Programme:

MUR	Year ended 30 June 2018	Year ended 30 June 2019	Year ended 30 June 2020
	Audited	Audited	Audited
Dividend per share	NIL	NIL	NIL
Net asset value per share	3.52	3.19	2.83
EPS (Basic)	(0.21)	(0.32)	(0.37)

The 2020 net asset value per share adjusted for the Bond Programme is MUR2.83.

9.6. CONSOLIDATED BORROWINGS

The analysis of consolidated borrowings as at 28 February 2021 is as follows:

MUR'000s	As at 28 February 2021	Security
Shareholder's loan	296,502	Unsecured
Bank overdraft	373,730	Secured
Borrowings	720,596	Secured
Third party loans	61,307	Unsecured
Leases	35,629	Unsecured
Total borrowings	1,487,764	

¹ Total borrowings include borrowings in relation to assets classified as held for sale in the Financial Statements

At 28 February 2021,

- BlueLife had provided corporate guarantees of MUR30million in respect of bank facilities taken by its subsidiaries;
- The Group has also agreed to cover any funding shortfall in respect of PL Resort Ltd and Haute Rive Azuri Hotel Ltd, through sponsor support agreements in favour of the Mauritius Commercial Bank Ltd and the SBM Bank (Mauritius) Ltd, until June 2025 and December 2026 respectively;
- The Group had contingent liabilities in respect of bank and other guarantees and other matters arising in the ordinary course of business from which it is anticipated that no material liabilities would arise.

The total mortgages and charges of the Group amounted to MUR1.626billion.

BlueLife is not subject to any borrowing limit and is not required to seek the consent of the existing lenders prior to increasing its borrowing other than bank borrowings.

9.7. PROPERTY VALUATION

The Company has revalued the Investment Properties ("IP") in conformity with International Financial Reporting Standards as detailed in the table below:

June 30, 2020

	THE GROUP		
	Level 2	Level 3	Total
	Rs.	Rs.	Rs.
Bare lands at Azuri, Haute Rive (Note 6 (vii))	-	1,477,403,932	1,477,403,932
Bare lands at Piton and Riviere du Rempart (note 6 (iii))	-	28,500,000	28,500,000
Industrial building, Riviere du Rempart (note 6 (iv))	-	72,000,000	72,000,000
Harbour Front Building, Port Louis (note 6 (v))	-	2,781,000	2,781,000
Commercial building - Retail (note 6 (vi))	-	47,050,895	47,050,895
	-	1,627,735,827	1,627,735,827

Of note, as at 30 June 2020, the assets and liabilities of Circle Square Holding Company Ltd were classified as held for sale as the sale of Motor City also has been approved and is in progress. The operations of Circle Square Holding Company Ltd have been disclosed as discontinued operations in the statements of profit and loss for the Group for the year ended 30 June 2020.

The above properties were valued by Ramiah-Isabel Consultancy (the "Property Valuer") in June 2020 on the basis of present-day market value. The valuation is in conformity with IFRS.

The Property Valuer has confirmed that there has been no material change or adverse event which affected the values of the Investment Properties as at 28 February 2021. The valuation certificates are attached in Appendix 1.

The Property Valuer has given its written consent to include its report, in the form and context in which it appears in this Programme Memorandum and has not withdrawn its consent as at the date of this Programme Memorandum.

10. RISK FACTORS

10.1. RISK FACTORS RELATING TO THE ISSUER

Risks relating to **Residential development & Sales** as the potential events or conditions that result in the failure to meet a sales objective or goal.

Risk description	Trigger event / indicator	Present Risk Rating	Control process to mitigate risk
<p>Competition</p> <p>Competition is a risk at the business opportunity, account and product levels.</p> <p>We face competition from other residential development projects (locally & abroad)</p>	<ul style="list-style-type: none"> Any oversupply of residential development in the same market segment may adversely affect our sales program, price targets and sales revenue. The development of the resale market with an increased inventory has generated new competition. Discounted prices and special offers as a consequence of reduced demand in a Covid-19 current situation 	HIGH	<ul style="list-style-type: none"> Ensuring a robust development project screening process is in place Adopting competitive pricing strategies Ensuring the permanent adequacy of our offerings to customers' needs. Favour the proper diversification of the Group's activities by having a blend of property, office and retail development. Ensuring that there is inventory of completed projects at all time
<p>Macro-Economic</p> <p>An economic downturn or recession that results in customers freezing new spending.</p> <p>Financial market turmoil leading to continued low occupier demand and pricing correction.</p>	<ul style="list-style-type: none"> Political changes in local or key markets Competition from other markets on the residential segment (For example: Portugal, Spain, Malta, Cyprus Italy, etc...) Travel ban / quarantine as a result of the Covid-19 outbreak reduce the ability of Buyers to visit our properties. Change in regulations in respect of pricing minimums causing a shift in demand 	HIGH	<ul style="list-style-type: none"> Build attractive residences on prime sites to enhance demand Look at new markets [Africa, Far East] Favour agility in our product offerings at various pricing levels.
<p>Customer Needs</p> <p>Conception issue</p> <p>Shifting customer needs and perceptions so that developed projects are out of market price ranges or do not match to market demand. This would result in less demand for our products.</p>	<ul style="list-style-type: none"> Time lag in achieving break even sales upon launching of project Negative comments from the market on concept and design Oversized compared to market demand 	HIGH	<ul style="list-style-type: none"> Implement a Project Development Committee to centralise all ideas, opportunities and concepts for new projects development, to think ahead, communicate and evaluate portfolio of projects Review, confirm maximum input received from market researcher Sales team brought at early stage of design to ensure product and pricing in line with market Ensure a robust development project screening process in place Ensure the permanent adequacy of our offerings to customers' needs. Test the market of end-users before entering into the commitment to actual starting of construction of a project while ensuring a certain rate of pre-letting or pre-selling before starting construction. Launch smaller phases in order to promote agility and product adjustment for increased market alignment
<p>Sales Channels</p> <p>Sales channels not properly defined</p> <p>Representatives in the various channels not managed efficiently</p> <p>Conflicts with representatives in the sales channels. Example : sales channel representatives consider promoter's sales team as a competitor or is not satisfied with commissioning structure</p> <p>The best local sales channels representatives working on exclusivity with competing promoters</p>	<ul style="list-style-type: none"> Reduction in leads registered through a specific sales channel 	MEDIUM	<ul style="list-style-type: none"> Research new channels for qualifying lead generation Implement digital marketing strategy to obtain direct lead generation Implement CRM to collect and store market information in order to constitute a client database favouring B2C business Improve the sales efficiency by formal lessons-learned at the end of each project
<p>Lead Qualification</p> <p>Negotiation</p> <p>Objection Handling</p> <p>Poor handling of leads with failure to establish at early stages whether the sales leads qualifies with respect to the particular product and has ability to convert into sale. For example: leads which do not actually have financial ability to purchase the property. This includes clients who do not have the budget, ability to transfer the money as a result of exchange control in their country of origin, doubtful source of funds, etc.....</p> <p>A negotiation that fails to lead to closing a deal. For example: misreading customer motivation, poor objection handling resulting in failure to close the deal, etc....</p>	<ul style="list-style-type: none"> Delay in converting leads Delay in signing Contrats de Reservation Préliminaire (CRPs) Delay in funding deposit or calls of funds 	MEDIUM	<ul style="list-style-type: none"> Review marketing strategies / targeted market segment / Engage further markets Increase marketing activity and sales initiatives Appoint additional sales force Pursue [pre-let/pre-sale] & [tenant/buyer] demand driven development projects Review the outcome from the commercialisation phase regularly Increase incentives, reduce prices Develop agility in order to set alternative plans

Risk description	Trigger event / indicator	Present Risk Rating	Control process to mitigate risk
<p>Resources</p> <p>Losing top performing sales team members to a competitor who then attract your customers to competing products.</p> <p>An unpopular incentive plan that causes several top performers to leave your sales team.</p> <p>Lack of qualified sales team members</p>	<ul style="list-style-type: none"> No proper sales team in place at a critical selling point in project cycle Recruitment unsuccessful with candidates refusing our employment proposals Underperforming sales team 	MEDIUM	<ul style="list-style-type: none"> Succession planning and staff retention plans introduced across the group Offering market-related salaries and benefits (commissions scheme clear and fair) Keep database of interesting CVs & contacts

The current risk in respect of residential sales is on the high side since we are in an off-plan sales phase. All built units have been sold and the high risk is attributable to the need of reaching sales levels which allow the launching of the various Azuri residential components. At this stage, we rely largely on the ability of design and concepts to be attractive, the right range and pricing of products as well as performing sales team and channels. Property is amongst the hardest hit sector as a significant portion of our clientele is not able to travel and conclude their buying in Mauritius. This could further delay our PDS type products. We are working on increasing our product offerings to the local market.

Risks Relating to Sales in our Hospitality segment regarding the potential events or conditions that result in the failure to meet a sales objective or goal.

Risk description	Trigger event / indicator	Present Risk Rating	Control process to mitigate risk
<p>Pandemic Diseases - Natural catastrophes</p> <p>Epidemics, viral outbreaks and natural catastrophes could have an adverse effect on our business, financial condition and results of operations. Public perception about the safety of travel and adverse publicity related to tourists, such as incidents of viral illnesses or other contagious diseases, may impact international tourism vacations and result in cancellations.</p>	<ul style="list-style-type: none"> Pandemic outbreak in our main source markets Travel ban, closure of borders, quarantine measures 	NEW HIGH	<ul style="list-style-type: none"> Procedures in place for crisis management in case of incident Ensure that all staff conversant with procedures in case of hazardous situations Establish communication protocols which favour recovery after hazardous situations Keep communication lines with TOs to facilitate the re-selling of rooms as soon as possible Design new attractive accommodation offerings for local market
<p>New ways of travelling and booking</p> <p>A decline in the traditional feeder channels with increased direct bookings</p> <p>The change in travelling habits with democratisation of the hospitality industry and increased demand for self-catering residential units such as AirBnB</p>	<ul style="list-style-type: none"> Declining booking from traditional tour operators and other booking agents Increased number of tourists' arrivals with reduction in market share Preference for pandemic-free destinations 	HIGH	<ul style="list-style-type: none"> Avoid over-reliance on business providers Monitor market evolution and plan change in offering to tap into new market trends
<p>Macro-Economic</p> <p>A decline in the attractiveness of Mauritius to international visitors, a depressed Hospitality Industry, increased cost of air tickets reduced air access which result in a reduction in tourists arrival and a shift in demand to hotels operating in other segments or for other types of residential offerings (3* / going to bungalows would have a material adverse effect on our hotel revenue levels.)</p>	<ul style="list-style-type: none"> Declining bookings and reduction in business on the book figures for previous comparative periods with pressure on prices. 	MEDIUM	<ul style="list-style-type: none"> Pricing strategy aligned on market demand Develop strong relationship with TOs Tackle various markets to position our hotel offers
<p>Reputation</p> <p>Reputational risks such as a hotel that receives bad publicity due to a guest service incident. With reviews on the internet becoming the norm for rating guests' satisfaction, the high impact of trusted guests' reviews can rapidly and significantly affect the bookings</p>	<ul style="list-style-type: none"> Declining reviews, rankings and bookings. Bad press 	MEDIUM	<ul style="list-style-type: none"> Reputation management at 2 levels <ul style="list-style-type: none"> Understanding what's said about the hotels online Actively working on improving the hotel's reputation Social media monitoring to quickly address negative reviews and encourage happy guests to write positive reviews Keep and test a Crisis Management procedure

The outbreak of the virus disrupted supply chains, closed hotels and resulted in quarantines across the globe. In Mauritius the country's borders remained closed for tourist's arrivals from 16 March to 1 October 2020 resulting in the total absence of tourists. Since re-opening with a forced 15 days quarantine, tourists do not yet rush at our borders. Tourism was one of the first sectors to be deeply impacted by the pandemic, the sector also risks being among one of the last to recover, with the ongoing travel restrictions and the looming global recession. The outlook for recovery is extraordinarily uncertain, as the coronavirus (COVID-19) pandemic continues to heavily hit the sector.

Risks Relating to Earnings/Profits in respect of the potential events or conditions that result in the failure to meet revenue objectives, to generate cash flows to support operating, investing and financing needs of the organisation

Risk description	Trigger event / indicator	Present Risk Rating	Control process to mitigate risk
<p>Budget and cash flow forecasts</p> <p>The budget should provide an accurate forecast of anticipated revenues and a roadmap for appropriate spending. Budgets in cyclical industries lead to difficulties in establishing revenue targets while expenses must be as precise as possible to ensure that cash needs are fulfilled</p>	<ul style="list-style-type: none"> • Variances between Budget and Actual figures • Unpredictable recovery for the tourism sector renders the budgeting for our hotel segment relatively complex and uncertain • Inability of buyers to visit Mauritius and confirm their buying decision of residential units may cause further delay to the construction programmes, reducing revenue and profits 	HIGH	<ul style="list-style-type: none"> • Efficient budget control procedures to ensure monthly monitoring of realised vs budget as well as rolling budgets and business plans • Close monitoring of budgets and focus on room pricing for our hospitality segment and costs savings • Local sales team more dynamic towards yield management • Operating and financial costs control and savings strategies implemented
<p>Low inventory and low market offering of residential projects</p> <p>Low inventory and lack of residential projects lead to the reduced funds to ensure funding of working capital as well as no contribution to Group Results (profit on development in 2016 & 2017 had been on the high side with drop in 2018 and barely no revenue in 2019)</p>	<ul style="list-style-type: none"> • Low inventory of completed projects • Long lead time in bringing residential projects to market 	HIGH	<ul style="list-style-type: none"> • Reduce lead time to develop new projects without compromising on milestones procedures to ensure that risks are contained • Ensure full adequacy to market demand • Optimise phasing of projects to promote flexibility in product adjustments/customisation as well as possibility of launching construction of individual project components. • Construction of demo unit to test design and quality as well as tool to promote sales
<p>Exchange Rate Risk</p> <p>The value of foreign sales can decline due to exchange rate fluctuations. Such fluctuations can also affect the competitiveness of products on foreign markets.</p>	<ul style="list-style-type: none"> • Significant currency fluctuations in major currencies 	HIGH	<ul style="list-style-type: none"> • Develop markets which rely on different base currencies for sale of properties, hotel operations and for sourcing of materials
<p>Unexpected increases in material costs during construction</p> <p>Management of variation orders in projects</p> <p>Construction cost is a key factor in property development and is more critical for projects sold off plans with sales price already fixed. Any increase in construction cost when construction start several months after sales will affect profitability. In addition, the mismanagement of variation orders may lead to significant increase in cost, delay in the delivery and dispute with clients</p>	<ul style="list-style-type: none"> • Increase in world price of fuel and key construction products • Increase in labour cost 	HIGH	<ul style="list-style-type: none"> • Favour a detailed design - Built methodology to ensure costing are made on detailed designs • Treat the general contractor as a trusted adviser or partner, leverage to ensure proper costing at start • Use controlled pricing mechanisms when entering into construction contracts • Ensure a Construction Change Order process is in place from Day 1 of the construction • For Buyers initiated Change Orders, ensure proper costing, approval prior to give orders
<p>Accounts Receivable</p> <p>Owners, Tenants and clients payment default</p> <p>Difficulty in collecting revenue may impact the Group revenue and lead to losses</p>	<ul style="list-style-type: none"> • Tenants' insolvency/bankruptcy • Growing defaulting tenants in paying of rent and other charges due 	HIGH	<ul style="list-style-type: none"> • Credit control to assess and regularly monitor tenants' risk profile and engagement • Systematic risk assessment profile of tenants' prior lease agreement signature • Owners'/Tenants' arrears closely monitored and termination of non-performing tenants' leases • Credit control measures to curb bad debt

Attempt to forecast the likely impact of the pandemic on the earnings of our hotel segment is a rather complex exercise. For the property segment, although the Earnings/Profits Risks relates to unexpected increases in cost or managing change orders during construction are currently reduced, they will raise again at the time of our forthcoming development will be on ground.

Risks Relating to Financing & Investing in respect of the potential that operating losses and cash shortages can result in our inability to finance, service and invest and ultimately to our insolvency

Risk description	Trigger event / indicator	Present Risk Rating	Control process to mitigate risk
<p>Exceeded facilities limits</p> <p>Cash flow shortages</p> <p>The risk that the company's available cash will not be sufficient will impact the ability to make full and timely payments. There is a need for operating capital to keep the company in business and to avoid disruption of operations. It is also essential that the company meets its financial obligations to avoid any case of insolvency and bankruptcy.</p>	<ul style="list-style-type: none"> • Unavailability of cash to fund the business and meet our obligations • OD limits reached • Reduction in revenues – Increasing Accounts Receivable • Increasing Accounts Payable 	HIGH	<ul style="list-style-type: none"> • Maintaining a sufficiently large liquidity buffer • Manage cash position and available funding headroom • Work on immediate solutions to raise cash particularly through the sale of assets • Increase revenue and cut off expenses
<p>Debt servicing & debt covenants</p> <p>The bank facilities are subject to some restrictions and covenants that may limit our flexibility in business operations.</p>	<ul style="list-style-type: none"> • Limitation in our ability to access, engage into transactions or projects • Deterioration of the covenant ratios • Financial institutions exposure to real estate or to the majority shareholder's group, limiting lending capacity of some institutions 	HIGH	<ul style="list-style-type: none"> • Maintaining conservative loan to value ratios • Manage cash position and available funding headroom • Diversification of funding providers • Spread the maturity profile of debt evenly • Maintain a sufficiently large liquidity buffer • Regular liquidity stress testing and scenario analysis • Maintain adequate contingency funding plans

The sale of assets performed in 2019 and in 2020 have been used essentially towards the reduction of the Group's indebtedness as well as working capital needs. Further reduction of gearing is planned through realisation of some Group assets. Managing the threats posed by the Covid-19 pandemic is critical for our hotels' survival and imposed to negotiate with our lenders for moratoriums and deferrals as well as to envisage and apply for all support options as proposed by the Authorities.

Risks Relating to **Assets** in respect of the potential for loss, damage or destruction of an asset (people, property and information) as a result of a threat exploiting a vulnerability, intentionally or accidentally.

Risk description	Trigger event / indicator	Present Risk Rating	Control process to mitigate risk
<p>Business disruption and systems failures</p> <p>Inability to be back in operations in the event of unexpected disruptions and disasters as well as loss of critical management information and delays in billing and collection of revenues</p>	<ul style="list-style-type: none"> Natural disaster impacting our sites, buildings and operations Theft, destruction of information and breaching the system security like hacking Server breakdown Lockdowns, staff absenteeism 	MEDIUM	<ul style="list-style-type: none"> Cloud based solutions hosted by reliable service providers for key databases and mails Daily backups of information Virtualised server environment Guaranteed uptime in terms of service level agreements Insurance cover Contingency and recovery plans for core services, key systems and priority business processes have been developed and are revisited as part of existing management processes to ensure that continuity strategies and plans remain relevant Protocol for WFH for business continuity / Key staff available for essential services
<p>Internal fraud</p> <p>Acts of fraud committed internally against the interests of the company. Losses can result from intent to defraud, tax non-compliance, misappropriation of assets, forgery, bribes, deliberate mismarking of positions and theft.</p>	<ul style="list-style-type: none"> Whistle blowing with respect to unethical behaviours by employees involved in bribery, misrepresentation, side businesses, etc... Internal or external audits detecting fraud Internal dysfunctional behaviours of employees such as, withholding information, under delivering and overpromising, misrepresenting results, use of company data for personal use, etc. 	MEDIUM	<ul style="list-style-type: none"> Establish a Group's Code of Ethics and ensure all employees from top to bottom levels are made aware of the corporate culture Ensure the strict adherence to the Code of Ethics embracing the Group's values, ethical considerations and principles Create procurement norms and rules and ensure controls are in place and signatories of authority established
<p>Reputation damage</p> <p>Reputation being one of the company's biggest assets, it must be preserved in order to maintain confidence of the stakeholders and general public in the company.</p>	<ul style="list-style-type: none"> Bad press Negative campaigns in social media Compliance and Health & Safety issues Declining reviews, rankings and bookings in the hospitality cluster 	MEDIUM	<ul style="list-style-type: none"> Behave in an ethical and fair manner with all stakeholders Observe high standards Reputation management at 2 levels <ul style="list-style-type: none"> Understanding what's said about the hotels online Actively working on improving the hotel's reputation Social media monitoring to quickly address negative reviews and encourage happy guests to write positive reviews Develop strong relationship and permanent communication lines Keep and test a Communication Crisis Management procedure with support of PR agency
<p>Insurance</p> <p>The insurance cover might not be adequate resulting in net replacement cost in case of breakdown or destruction of assets.</p>	<ul style="list-style-type: none"> Losses suffered as a result of events due to absence of or inadequacy of insurance cover 	MEDIUM	<ul style="list-style-type: none"> Ensure that insurance policies cover both our assets, employees and loss of revenue, as far as possible Permanent control of policy specifications and insured limits Undertake annual detailed and full review of risks and insurance cover to adjust policies and sums insured accordingly
<p>People resource</p> <p>Risk of losing key skills in case of employee resignation will impact the smooth running of operations and could lead to reduction in results</p>	<ul style="list-style-type: none"> Resignation of Employees Difficulty in recruiting new talents 	MEDIUM	<ul style="list-style-type: none"> Succession planning and staff retention plans introduced across the group Offering market-related salaries and benefits Keep database of interesting CVs & contacts
<p>Damage to physical asset</p> <p>Losses could be incurred upon damages caused to physical assets as a result of natural disasters or other events like terrorism and vandalism.</p> <p>Property including critical infrastructure could also be damaged due to lack of assets' supervision & maintenance, leading to business interruptions, financial loss etc..</p>	<ul style="list-style-type: none"> Deterioration in the buildings quality as a result of incidents or due to construction defects 	LOW	<ul style="list-style-type: none"> Maintain an up-to-date list of all equipment, including serial numbers and cost. This should also be duplicated and backed up, as it will prove very useful if it becomes necessary to make an insurance claim. Regular monitoring and adequate insurance cover CCTV cameras monitoring and security protocols implemented Regular interaction between owners and facilities managers with tenants Regular site visits and inspection Maintenance contracts with service providers on expiry of guarantee period Backup plans for utilities and engagement with local authorities

As a property developer, we own a certain number of physical assets and we need to ensure that they are properly built and maintained. Any damages or deterioration will lead to business interruptions, operating losses and impairment of the assets' value. Access as well as readiness of information and data are key for the running of operations and we have enforced security and backup procedures. Our people are a key asset and we permanently invest in the training of our staff, in the recognition of their individual and collective talents, ensuring to develop a safe, pleasant and inspiring work environment.

Risks Relating to **Project Development and Construction** as the potential for a project to fail. More broadly, it is the potential for a project to cause business losses.

Risk description	Trigger event / indicator	Present Risk Rating	Control process to mitigate risk
<p>Planning & permits Failure to gain viable planning consents A longer than expect delay in obtaining permits</p>	<ul style="list-style-type: none"> Failure or delay to gain relevant permits or application rejected 	HIGH	<ul style="list-style-type: none"> Keep abreast with changes in legislation in relation to planning and development Select competent professionals to ensure that all planning guidelines are followed in project development Submit complete files to relevant authorities in order to avoid delays which are linked to incomplete files Early engagement with planning authorities to ease the process as well as nurturing of strong ongoing relationships throughout the process
<p>Reliable business partners Professionals, contractors & sub-contractors as well as service providers are partners on which success of a project relies. Unless due care is applied in their selection there is a risk that a project does not progress smoothly and it may lead to delays, budgeting errors, cost overruns and resulting shortfall in benefit.</p>	<ul style="list-style-type: none"> Contractual terms not in our favour Unavailability of Grade A contractors oblige to appoint Grade B Default of main or key Sub-contractors during construction stage Insolvency 	HIGH	<ul style="list-style-type: none"> Establish the criteria and process to shortlist reliable contractors, sub-contractors, suppliers and service providers. Selection criteria to include but not limited to financial stability, capacity and references from previous employers. Establish and monitor a database of contractors, sub-contractors, suppliers and service providers Due diligence undertaken of the financial stability of main contractors and material sub-contractors prior to awarding of contracts Ensure that selection of contractors, sub-contractors, suppliers and service providers is undertaken by a panel/committee Keep abreast of capacity and availability of the key players on the market (industry forum, newspapers, etc...)
<p>Project Estimates Budget Commercial Appraisal Projections of costs, task completion schedule and resource needed for a project are the basis for plans, decisions and schedules and their accuracy is critical. Inaccuracy of assumptions and estimates built into a budget results in budget control issues such as cost overruns.</p>	<ul style="list-style-type: none"> Inability to sign contracts at terms and prices used for estimates Additional unseen costs to projects 	HIGH	<ul style="list-style-type: none"> Ensure the designs are detailed enough for proper estimates Make necessary provision in the Commercial Appraisals for costs subject to increases Use experience to assess risks of increases and refine Commercial Appraisal modelling accordingly Add this point in the checklist and agenda of the Project Development Committee Rigorous Progress and PM meetings to ensure the construction costs are contained.
<p>Poorly written contracts Contracts or guarantees not properly drafted may lead to disputes and losses</p>	<ul style="list-style-type: none"> Disputes arising with resolution process not properly included in contracts Losses incurred due to non-recoverable costs as per contracts Guarantees not being honoured due to unclear clauses 	MEDIUM	<ul style="list-style-type: none"> Proper process in place for vetting of contracts by lawyers Set of standard clauses to be established for various contract types for applicable legislation, termination and arbitration clauses, controlled pricing mechanisms, etc...
<p>Regulations Failure to comply to laws and regulations can result in significant costs and penalties. Compliance to laws and regulation must be ensured at all times. Changes in laws and regulations must be monitored and impact assessed on past and future projects. Failures may lead to costs being incurred for of changing the product, revocation of licence or Stop Orders / suspension of operations</p>	<ul style="list-style-type: none"> Health and safety or environmental issues found by authorities on a project Being made aware of failures to comply with the law/regulations through Criminal / Civil prosecution 	MEDIUM	<ul style="list-style-type: none"> Assess, on a regular basis, the legal and regulatory framework in relation to the industry Keep abreast with changes in the legal framework though relationships with other industry players (forum, formal or informal meetings) Establish internal procedures and controls to comply with prevalent legislations
<p>Architecture & Technical Designs While a proper project brief is required, architects, engineers and other professionals must provide quality and detailed designs to ensure that construction is feasible, efficient and up to expected client standards. Poor design may manifest itself as functional defects or hurdles to development that impede project progress.</p>	<ul style="list-style-type: none"> Brief not delivered in time at project inception Architects, engineers and other professionals producing design not in line with the brief Initial cost plans not in line with usual construction prices and ratios 	LOW	<ul style="list-style-type: none"> Project brief clearly setting the required product and standards Meticulous selection of professionals Internal Project Review Committee, including executives from operations departments, review concept and detailed plans to reduce possible issues Clear framework checklist to ensure steps followed Review of projects by Project Development Committee constituted

At the current stage of development of Rive Droite and other new offers, where the sales are carried out at off plans per set designs, there is a risk linked to the alignment of the product to the market and potential need to review the product in case of slow sales process. In addition, while contracts must still be negotiated with contractors/suppliers and selling prices are fixed based on cost plans, there is a risk of construction costs increasing beyond contingencies. Those two risks associated with property development could impact our capacity to meet targets in terms of sales, breakeven, start of construction and our ability to generate cash for our businesses and profits for our shareholders

Risks relating to **Health & Safety** in respect of potential that our business activities will have a negative effect on human health or wellbeing.

Risk description	Trigger event / indicator	Present Risk Rating	Control process to mitigate risk
<p>Emergence of pandemic diseases</p> <p>Extensive outbreaks, such as Covid-19, can disrupt significantly your workforce and your operations, with increased panic and distresses, higher absenteeism, delaying orderly return to normal operations</p>	<ul style="list-style-type: none"> Notification and enforcement confinement by the Authorities Infected workplace and /or workers 	NEW HIGH	<ul style="list-style-type: none"> Ensuring compliance with all legal requirements and measures enacted by the Authorities Providing staff with training and equipment to work safely Staffing arrangements may include telecommuting (working remotely from the workplace) Equipment, technology and technical support need to be in place and in working order.
<p>Unguarded machinery & Use of equipment</p> <p>Working at heights</p> <p>Unguarded machinery can cause serious injuries from serious cuts, crushing of limbs, fractures and amputations. Machinery not locked out that starts up unexpectedly, especially during clean up or maintenance, can cause serious injuries.</p> <p>If not properly secured employees could fall upon working on heights for maintenance or other interventions. Falling could lead to serious injuries, incapacity or death.</p>	<ul style="list-style-type: none"> Accident / Fatal Accident on Site Injuries 	HIGH	<ul style="list-style-type: none"> Occupational health and safety regulations Set up safe work procedures on how work is to be carried out safely. Ensure that workers receive H&S education, training and adequate supervision. Set aside time for regular workplace safety inspections. Incident investigations to ensure that the same incident will not happen again.
<p>Security / injury</p> <p>In the Azuri village, risk of safety, minor, serious, or fatal injuries on site, burglary in residences in case of lack of security may lead to the following consequences:</p> <ul style="list-style-type: none"> Damage to reputation impacts long-term growth and sustainability Legal prosecutions, claims. 	<ul style="list-style-type: none"> Injuries / accidents on site Burglary 	MEDIUM	<ul style="list-style-type: none"> CCTV cameras monitoring and security protocols in place Ensure full compliance from 3rd parties (Operators / Bars & Resto / Hotel etc...) Zero tolerance for non-compliance to safety rules Insurance cover Regular Staff training for First Aid Implement Crisis management protocols / Inform Communication agency
<p>Chemical exposure</p> <p>Many chemicals used in workplaces may cause, by inhalation, ingestion, and skin contact, irritation or even serious injury or disease</p>	<ul style="list-style-type: none"> Injuries, poisoning on site Unexpected dissemination or contamination in specific areas Enforced health checks resulting in non-compliance to regulations levels. 	MEDIUM	<ul style="list-style-type: none"> Follow safe work procedures. Read the labels and the safety data sheets (SDSs) that accompany chemicals. When handling chemicals, use personal protective equipment as recommended by the manufacturers and required by the employer. Store chemicals in a properly ventilated, locked area and post warning signs.
<p>Staff / Client Transportation</p> <p>Each one of our carriers creates the possibility of a supply chain disruption or worse, unwanted liability and damage to our reputation if they are involved in an accident or fail to perform as promised.</p>	<ul style="list-style-type: none"> Accident on site Accident off site 	MEDIUM	<ul style="list-style-type: none"> Select trustworthy companies to ensure transport of staff/clients Control and monitor performance and adherence to safety measures

We are committed to provide a healthy and safe environment to our staff and throughout the developments we undertake. Our Health and Safety Policy's aim is to ensure a safe and healthy working environment, system of work and equipment for employees. We ensure that adequate resources are provided to achieve the health and safety objectives for our people

Note: According to the Auditors, the above risk factors indicate the existence of a material uncertainty around the Company's ability to continue as a going concern and, therefore it may be unable to realise its assets and discharge its liabilities in the normal course of business. The Company and certain subsidiaries therefore continue to rely on the continuing support of its shareholders and on the following measures: renegotiation of the existing bank facilities, applying for Support and Relief funding for the Azuri hotel and expecting to complete the sale of certain assets by 30th of September 2021. Any future funding gap will be filled by funds raised through the Rights Issue and the Bond Programme. Please refer to section 16.2 on page 54 for more details.

10.2. RISKS RELATED TO THE BONDS

Credit Risk

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

Deferral of interest

Any actual or anticipated deferral of interest payments will likely have an adverse effect on the market price of the Bonds. As a result of the interest deferral provision of the Bonds set out in Condition 6.6, the market price of the Bonds may be more volatile than the market price of other debt securities on which interest accrues that are not subject to such deferral and may be more sensitive generally to adverse changes in the Issuer's financial condition.

Interest Rate Risk

The rate of interest applicable to the Bonds are fixed. Should the Repo Rate increase in the future, this would have an adverse effect on the Bondholders.

No active trading market for the Bonds

If the Bonds are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer. It will also not be possible to redeem the Bonds prior to their Maturity Date. Consequently, an investor in the Bonds must be prepared to hold the Bonds until their Maturity Date. There is no assurance as to the development or liquidity of any trading market for the Bonds.

Meeting of Bondholders and modification

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

Amendment or review to prevailing laws

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

The Bonds may not be a suitable investment for all investors

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

- have sufficient knowledge and experience to make a meaningful evaluation of the Bonds, the merits and risks of investing in the Bonds and the information contained or incorporated by reference in this Programme Memorandum;
- have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Bonds and the impact such an investment will have on its overall investment portfolio;

- have sufficient financial resources and liquidity to bear all the risks of an investment in the Bonds, including where principal or interest payable is different from the currency in which the prospective investor's activities are principally denominated;
- understand thoroughly the terms of the Bonds and be familiar with the behaviour of any relevant indices and financial markets; and
- be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

10.3. RISKS RELATED TO THE STRUCTURE OF THE PARTICULAR ISSUE OF BONDS

Set out below is a description of certain specific features of the Bonds which a prospective investor should note:

Both the unsecured Bonds and the secured Bonds will constitute unsecured debt obligations of the Issuer. In the event the Issuer faces Insolvency Proceedings, the Issuer will be required to pay secured creditors in full before it can make any payments on the Bonds. If this occurs, the Issuer may not have enough assets remaining after these payments are made to pay amounts due under the Bonds.

The secured Bonds will be guaranteed by a third-party Obligor, pursuant to the Security Agreement, as set out in the Applicable Pricing Supplement.

10.4. GENERAL CONSIDERATIONS

Risk factors relating to Real Estate

The proceeds from the Issue are being raised to finance, amongst others, the pipeline property projects of BlueLife. Although the transaction has been structured to mitigate the risks inherent to the hospitality industry, a slowdown could affect the receipt of proceeds by BlueLife from its projects. BlueLife will be exposed to the risks inherent to these sectors. Typically, these risks relate to the general economy and BlueLife's ability to sell the property units.

Force majeure

An event of force majeure is an event which is not within the control of the party affected, which that party is unable to prevent, avoid or remove and shall include war and acts of terrorism, riot and disorders, natural catastrophes and others. Force majeure events do not include economic downturn, non-availability or insufficient or lack of financing on the part of the Issuer. The occurrence of a force majeure event may have a material impact on the Issuer's business.

COVID 19 Risk

With the current pandemic affecting Mauritius and the world, BlueLife is exposed to the closure of Mauritian frontiers and the lack of tourists for its hotel operations. The pandemic is also affecting the Mauritian economy and the purchase power of potential property investors.

11. SUMMARY OF CORPORATE INFORMATION

11.1. COMPANY INFORMATION

Name of company	BlueLife Limited
Date of incorporation	16 April 2004
Place of incorporation and registration	Mauritius
Business Registration Number	C07050411
Registered office	4 th Floor, IBL House Caudan Waterfront, Port Louis

11.2. THIRD PARTY INFORMATION

Company Secretary	IBL Management Ltd per Doris Dardanne, FCG (CS) 4 th Floor IBL House, Caudan Waterfront, Port Louis Mauritius
Bond Registrar, Calculation, Transfer and Paying Agent	Ocorian Corporate Administrators Limited, 6 th Floor, Tower A, 1 CyberCity, Ebène
Principal bankers	The Mauritius Commercial Bank Ltd Sir William Newton Street, Port Louis Afrasia Bank Bowen Square 10, Dr Ferriere Street Port Louis SBM SBM Tower 1, Queen Elizabeth II Avenue Port Louis
Auditors	Ernst & Young 9 th Floor, Nexteracom Tower 1, Rue du Savoir Cybercity, Ebène
Transaction Advisor	PricewaterhouseCoopers Ltd PwC Centre, Avenue de Telfair, Telfair 80829, Moka,
Legal Advisor to the Bond Programme	Benoit Chambers, Level 9, Orange Tower, Cybercity, Ebène
Bondholders' representative	MUA Life Limited (BRN C07006990) 2nd Floor Barkly Wharf, Le Caudan Waterfront. Port-Louis, Mauritius
Independent Property Valuer	Ramiah-Isabel Consultancy Ltd, Per Marie F. Ricardo Ramiah-Isabel, MSC, BsC (Hons) Sworn Land Surveyor/ Real Estate Appraiser Etude Ramiah-Mahadoo, Level 3, Stratton Court, Port Louis

12. DIRECTORS

12.1. DIRECTORS' NAMES AND PROFILES

The table below sets out the names and profiles of the Directors in office and as at date of this document. The business address of the Directors is 4th Floor, IBL House Caudan Waterfront, Port Louis.

Jean-Claude BÉGA, Chairman

Resident and citizen of Mauritius

Appointed:

14/10/2020 (Board)

11/01/2021 (Chairman)

Board Committee memberships: Corporate Governance Committee

Skills and experience

Jean-Claude Béga started his career in 1980, spending seven years as external auditor before moving to a sugar group to perform various functions within accounting and finance. He joined GML in 1997 as Finance Manager and is currently the Group Head of Financial Services and Business Development.

Qualifications

- Fellow of the Association of Chartered Certified Accountants
- Completed the One-Year ESSEC General Management Program.

Core competencies

- Finance, Mergers and Acquisitions, Strategic Development.

External appointments in both listed and non-listed companies

- AfrAsia Capital Management Ltd
- Anglo African Investments Ltd
- DTOS Ltd
- Eagle Insurance Limited
- Knights & Johns Management Ltd
- LCF Holdings Ltd
- LCF Securities Ltd
- Lux Island Resorts Ltd
- Phoenix Beverages Limited
- The Bee Equity Partners Ltd
- IBL Ltd

Kishore Sunil BANYMANDHUB – Non-Executive Director

Citizen and resident of Mauritius

Appointed:

05/09/2016 (Board)

Board Committee memberships: Corporate Governance Committee

Skills & Experience

- Occupied senior positions in the private sector in Mauritius.
- In 1990, launched a transport company which he controls.
- Between 2001 and 2008, was CEO of CIM Group, engaged in financial and international services

Qualifications & Professional Development

- Associate of the Institute of Chartered Accountants of England and Wales
- Master's Degree in Business Studies, London Business School
- B.Sc. Honours First Class in Civil Engineering, UK

Core Competencies

- Strategic development, business and finance

External appointments in both listed and non-listed companies

- New Mauritius Hotels Ltd

Jan BOULLE – Non-Executive Director

Citizen and resident of Mauritius

Appointed:

23/02/2018 (Board)

Skills and experience

Jan Boullé worked for The Constance Group from 1984 to 2016 and occupied various executive positions and directorships. He has a particular expertise in hospitality and real estate development.

Qualifications

- "Ingenieur Statisticien Economiste" France
- Post Graduate studies in Economics – Université Laval-Canada

Core competencies

- Strategic Development, Hospitality, Real Estate Development.

External appointments in both listed and non-listed companies

- IBL Ltd
- Lux Island Resorts Ltd
- Phoenix Beverages Limited
- Phoenix Investment Company Limited
- Camp Investment Company Limited
- The United Basalt Products Limited
- Afrasia Bank Ltd
- GML Inéo Ltée
- Manvest Limited

Michele Anne ESPITALIER NOEL – Executive Director

Citizen and resident of Mauritius

Appointed:

11/02/2020 (Board)

Skills & Experience

- Joined IOREC as Corporate Finance Executive to provide direction to the financial function of the company, including corporate finance, project finance, planning and administration.
- Appointed CFO of BlueLife Limited upon the amalgamation of IOREC with BlueLife.

Qualifications & Professional Development

- Graduate from Ecole Supérieure de Commerce (E.S.C.A.E), Clermont Ferrand, France with specialization in audit, accounting and finance management.
- Passed the "Stockbrokers' Examination organised by the Stock Exchange Commission and the Mauritius Examination Syndicate.
- Completed the One-Year ESSEC General Management Program.

Core Competences

- Project and Corporate Finance, Corporate structuring and planning, Real estate development and operations

External appointments

- Council Member of the MCCI representing the Real Estate sector

Ravi Prakash HARDIN – Non-Executive Director

Citizen and resident of Mauritius

Appointed:

23/02/2018 (Board)

Board Committee memberships: Audit and Risk Committee

Skills & Experience

- Is the current Chief Executive Officer of Bloomage Ltd, a property fund fully owned by IBL Ltd.
- Has more than 15 years' experience at senior level in multiple geographies, working for Shell, Rogers and ENL.
- Has spent the last 10 years focusing on the real estate sector.

Qualifications & Professional Development

- Real Estate Development, Investment and Finance, The International Faculty of Finance
- Property Development Programme, University of Cape Town, Graduate Business School
- Executive Leadership Development Programme, Wits Business School
- MBA, University of Surrey
- B-Tech in Chemical Engineering, Indian Institute of Technology

Core Competencies

- Strategic business development, real estate asset management and real estate development

Hugues LAGESSE – Executive Director

Citizen and resident of Mauritius

Appointed:

29/07/2020 (Board)

Skills & Experience

Hugues Lagesse currently acting CEO of Bluelife Limited (BLL), was formerly Head of Projects and Strategic Property Development at BLL, a real estate company that develops property in Mauritius. He has acquired considerable experience and competence in high-end residential and mixed-use real estate.

Qualifications & Professional Development

- Diploma in Administration and Finance – Ecole Supérieure de Gestion – Paris
- Management Program INSEAD - France
- Real Estate Program – Harvard Business School – United States
- Completed the One-Year ESSEC General Management Program.

Core Competences

- Real Estate, Property development, Management.

External appointments in both listed and non-listed companies

- IBL Ltd
- Phoenix Beverages Limited
- Phoenix Investment Company Limited
- Camp Investment Company Limited

Thierry Labat – Non-Executive Director

Citizen and resident of Mauritius

Appointed:

01/07/2020 (Board)

Skills & Experience

- Was appointed Company Secretary of GML in 2001, then Group Company Secretary & Head of the Corporate Secretarial teams of IBL Ltd in 2016.
- Played a role in the successful closing of significant mergers and acquisitions of listed companies.
- Was appointed Group Head of Corporate Services of IBL Ltd in 2017, now leading the following Group functions: Corporate Secretarial, Legal Affairs, Human Capital, Communications, Risk Management & Compliance, Internal Audit and Trademarks & Consulates.

Qualifications & Professional Development

- Chartered Secretary and Fellow of the Institute of Chartered Secretaries and Administrators (ICSA), South Africa and United Kingdom respectively.
- Completed the One-Year ESSEC General Management Program.

Core Competencies

- Governance, Compliance, Management

External appointments

- Is a member of the Board of Directors of several non-listed companies

Roshan RAMOLY – Non-Executive Director

Citizen and resident of Mauritius

Appointed:

04/10/2018 (Board)

Board Committee memberships: Audit and Risk Committee

Skills & Experience

- Over 15 years of experience at management level in the financial services industry including being the Managing Director of Cim Stockbrokers and the Head of Strategy of Barclays Mauritius
- In 2015 launched a company providing corporate training and Blue Ocean Strategy consultancy

Qualifications & Professional Development

- BSc. Honours in Management Studies
- MBA, Durham University Business School

Core Competencies

- Strategic development, business improvement, customer experience and financial markets

External appointments in both listed and non-listed companies

- Innodis Ltd

Thierry SAUZIER – Independent Non-Executive Director

Citizen and resident of Mauritius

Appointed:

01/07/2020 (Board)

Board Committee memberships: Chairman of the Audit and Risk Committee

Skills and experience

- Over 25 years' experience in the financial services industry, property, education, leisure and agriculture as Manager of MCB Stockbrokers Ltd, Managing Director of Medine Property, Deputy CEO and CEO of the Medine Group from 2004 to 2020.
- He has strong expertise in master planned community development and smart cities.

Qualifications

- Maitrise d'Economie Appliquee University of Paris Dauphine

Core competencies

- Finance and strategy, real estate development, education

External appointments

- None

12.2. NATURE OF RELATIONSHIPS BETWEEN DIRECTORS OF BLUELIFE

Mr. Jean-Claude Béga, Mr. Hugues Lagesse and Mr. Jan Boullé share common directorship on the following boards:

Company	Common directorships
IBL Ltd	Jean-Claude Béga, Jan Boullé and Hugues Lagesse
Phoenix Beverages Limited	Jean-Claude Béga, Jan Boullé and Hugues Lagesse
Phoenix Investment Company Limited	Jan Boullé and Hugues Lagesse
Camp Investment Company Limited	Jan Boullé and Hugues Lagesse
Lux Island Resorts Ltd	Jean-Claude Béga and Jan Boullé

12.3. DIRECTORS' INTERESTS

The interests of the Directors in the stated capital of the Company as at 28 February 2021 are as follows:

Directors	Direct Interest		Indirect Interest	
	Number of shares	Percentage	Number of shares	Percentage
Jean-Claude Béga	-	-	5,284	0.0008
Sunil Banymandhub	-	-	-	-
Jan Boullé	-	-	2,865	0.0004
Michele Anne Espitalier Noel	769	0.0001	1,231	0.0002
Ravi Prakash Hardin	-	-	-	-
Thierry Labat	-	-	-	-
Hugues Lagesse	-	-	2,709,651	0.4137
Roshan Ramoly	-	-	-	-
Thierry Sauzier	-	-	-	-

12.4. DIRECTORS' SERVICE CONTRACTS

As at the date of this document, there are no contracts of significance to which the Company, or any of its subsidiaries, is a party and in which a Director is materially interested, either directly or indirectly.

12.5. DIRECTORS' REMUNERATIONS AND BENEFITS

The total remuneration payable by the Company and its subsidiaries are as follows:

	From the Company		From Subsidiaries	
	Year ending 30 June 2021 Estimate	Year ended 30 June 2020	Year ending 30 June 2021 Estimate	Year ended 30 June 2020
	MUR	MUR	MUR	MUR
Executive Directors				
Full time	9,726,536*	18,152,080	-	-
Part time	-	-	-	-
Non-executive Directors	2,875,000	2,755,000	1,550,000	1,750,000
Total	12,601,536	20,907,080	1,550,000	1,750,000

*Excluding severance allowance paid to former CEO

As at the date of this document, there are no arrangements under which a Director has waived or agreed to waive future emoluments.

12.6. OUTSTANDING LOANS

At 30 June 2020, the Company has not provided any guarantees to the Directors. There are also no outstanding loans from the Directors.

13. ADDITIONAL DISCLOSURES

13.1. LEGAL AND ARBITRATION PROCEEDINGS

During the last 12 months, Haute Rive Ocean Front Living Limited and Haute Rive IRS Company Ltd, two subsidiaries of BlueLife involved in property development, continued to be a party to legal proceedings arising from a Plaintiff with Summons initiated by those respective entities in 2017 against the SBM Bank (Mauritius) Ltd (the "Bank") for default in payment of a performance bond. In the second quarter of 2020, an application for an attachment of the property of the Bank was granted in favour of those respective entities. Legal proceedings are still ongoing.

Except for the above, BlueLife is not party to any legal or arbitration proceedings, outside the normal course of business, which have had or may have a significant effect on BlueLife's consolidated financial position.

13.2. EMPLOYEE SHARE OPTION SCHEME

No employee share option plan is in place.

13.3. MATERIAL CONTRACTS ENTERED INTO WITHIN THE TWO YEARS IMMEDIATELY PRECEDING THE PUBLICATION OF THIS DOCUMENT

There are no other material contracts, other than contracts entered into in the normal course of business, entered into by any member of BlueLife within the two years immediately preceding the publication of this document.

13.4. REMITTANCE OF PROFITS AND REPATRIATION OF CAPITAL

There are no restrictions affecting the remittance of profits or repatriation of capital from outside Mauritius into the country.

13.5. STATEMENT OF DEPENDENCE

There is reliance on laws and regulations generally applicable to property development businesses, including dependency on the Economic Development Board for obtaining the Property Development Scheme ("PDS") Certificate, and related licences, permits, authorisations or approvals from other regulatory authorities.

13.6. OTHERS

No members of the Group have received any commission, discount, brokerage or other special term within two years immediately preceding the publication of this Programme Memorandum in connection with the issue or sale of any capital.

14. EXTRACTS OF CONSTITUTION

The clauses below relate to the relevant sections of the Company's Constitution in relation to the rights attached to the Ordinary Shares.

7.2. THE BOARD MAY ISSUE SHARES

- (a) Subject to the Act, this Constitution and the terms of issue of any existing Shares, the Board may issue Shares (and rights or options to acquire Shares) of any Class at any time, to any person and in such numbers as the Board thinks fit.
- (b) Notwithstanding section 55 of the Act and unless the terms of issue of any Class of Shares specifically provide otherwise, the Board may, if authorised by the Shareholders by Ordinary Resolution, issue Shares that rank (as to voting, Distribution

or otherwise) equally with or in priority to, or in subordination to the existing Shares without any requirement that the Shares be first offered to existing Shareholders.

- (c) If the Board issue Shares which do not carry voting rights, the words "non-voting" shall appear in the designation of such Shares, and if the Board issue Shares with different voting rights, the designation of each Class of Shares, other than those with most favourable voting rights, shall include the words "restricted voting" or "limited voting".

7.3. CONSIDERATION FOR ISSUE OF SHARES

- (a) Subject to clause 7.3(b) before the Board issues Shares, other than shares issued upon incorporation, it must:
 - (i) determine the amount of the consideration for which the Shares will be issued and the terms on which they will be issued.
 - (ii) if the Shares are to be issued for consideration other than cash, determine the reasonable present value of the consideration for the issue and ensure that the present value of that consideration is fair and reasonable to the Company and all its existing shareholders, and is not less than the amount to be credited in respect of the Shares; and a director shall issue a certificate to that effect;
 - (iii) ensure that, in its opinion, the consideration for the Shares and their terms of issue are fair and reasonable to the Company and to all existing Shareholders.
- (b) Clause 7.3(a) shall not apply to the issue of Shares on the conversion of any convertible securities, or the exercise of any option to acquire Shares in the Company.

7.6. SHARES ISSUED IN LIEU OF DIVIDEND

The Board may issue Shares to any Shareholders who have agreed to accept the issue of Shares, wholly or partly, in lieu of a proposed dividend or proposed future dividends provided that:

- (a) the right to receive Shares, wholly or partly, in lieu of the proposed dividend or proposed future dividends has been offered to all Shareholders of the same Class on the same terms;
- (b) where all Shareholders elected to receive the Shares in lieu of the proposed dividend, relative voting or distribution rights, or both would be maintained;
- (c) the Shareholders to whom the right is offered are afforded a reasonable opportunity of accepting it;
- (d) the Shares issued to each Shareholder are issued on the same terms and subject to the same rights as the Shares issued to all Shareholders in that Class who agree to receive the Shares; and
- (e) the provisions of section 56 of the Act are complied with by the Board.

7.7. VARIATION IN RIGHTS

- (a) If, at any time, the share capital of the Company is divided into different Cres, the Company shall not take any action which varies the rights attached to a Class of Shares unless that variation is approved by a Special Resolution or by consent in Writing of the holders of seventy five (75) percent of the Shares of that Class; All the provisions of the Constitution relating to meetings of Shareholders shall apply "mutatis mutandis" to such a meeting provided however that the necessary quorum shall be the holders of at least one third of the issued Shares

of that Class (but so that if, at any adjourned meeting of such holders, a quorum is not present, those Shareholders who are present shall constitute a quorum).

- (b) Where the variation of rights attached to a Class of Shares is approved under clause 7.7(a) and the Company becomes entitled to take the action concerned, the holder of a Share of that Class who did not consent to or cast any votes in favour of the resolution for the variation, may apply to the Court for an order under Section 178 of the Act, or may require the Company to purchase those Shares in accordance with Section 108 of the Act. For the purposes of this clause, "variation" shall include abrogation and the expression "varied" shall be construed accordingly.
- (c) A resolution which would have the effect of:
 - (i) diminishing the proportion of the total votes exercisable at a Meeting by the holders of the existing Shares of a Class; or
 - (ii) reducing the proportion of the dividends or distributions payable at any times to the holders of the existing Shares of a Class, shall be deemed to be a variation of the rights of that Class.
- (d) The Company shall within one month from the date of the consent or resolution referred to in clause 7.7 (a) file with the Registrar in a form approved by him the particulars of such consent or resolution.

7.8. FRACTIONAL SHARES

The Company may issue fractions of Shares which shall have corresponding fractional liabilities, limitations, preferences, privileges, qualifications, restrictions, rights and other attributes as those which relate to the whole share of the same Class of Shares.

8. PURCHASE BY COMPANY OF ITS SHARES

The company may purchase or otherwise acquire its Shares in accordance with, and subject to, sections 68 to 74, 106 and 108 to 110 of the Act, may hold the acquired Shares in accordance with section 72 of the Act and transfer them pursuant to section 74(2) of the Act.

9. TRANSFER OF SHARES

9.1. FREEDOM TO TRANSFER IS UNLIMITED

- (a) There shall be no restrictions and lien on the transfer of fully paid-up Shares in this Company and transfer and other document relating to or affecting the title to any Shares shall be registered with the Company without payment of any fee.
- (b) The Board may impose such restrictions as they may deem fit on the transfer of partly paid shares which are listed provided that such restrictions shall not prevent dealings in respect of such partly paid shares from taking place on an open and proper basis.

9.2. EXECUTION OF TRANSFER

- (a) The instrument of transfer of any Share or debenture shall be executed by or on behalf of the transferor and the transferee and the transferor shall be deemed to remain the holder of the Share or debenture (as the case may be) until the transferee is entered in the register in respect thereof.

- (b) A transfer of the Share, debenture or other interest of a deceased Shareholder made by his heir or by the curator appointed under the Curatelle Act shall, subject to any enactment relating to stamp duty or registration dues, be as valid as if he had been such a Shareholder at the time of the execution of the instrument of transfer, even if the heir or the curator is not himself a Shareholder.
- (c) Before entering a transfer made under clause 9.2 (b) in the Share Register or the Register of Debenture Holders, the Directors of the Company may require production of proper evidence of the title of the heir or, in the case of the curator, of the vesting order.

12. PLEDGE OF SHARES

- (a) Any share in the Company may be given in pledge in all civil and commercial transaction in accordance with the Mauritian civil code or the code of commerce.
- (b) The Company shall keep a register in which pledges of Shares shall be inscribed stating that the pledgee holds the Shares not as owner but in pledge of a debt, the amount of which shall be mentioned. A pledge shall be sufficiently proved by the inscription in that register.
- (c) If the pledgee so requires, there shall be delivered to him a certificate, signed by the Company's secretary, which shall enumerate the number of Shares given in pledge and the amount and nature of the debt in respect of which the pledge was constituted.
- (d) Subject to the terms and conditions of the pledge, the owner of the Shares given in pledge shall continue to be the party entitled to attend Meetings of the Company and to vote with respect to such Shares and to cash all dividends in respect thereof.

16. DISTRIBUTIONS

16.1. SOLVENCY TEST

- (a) Notwithstanding section 61(1)(b) of the Act but subject to clause 16.2, the Board may, if it is satisfied on reasonable grounds that the Company will satisfy the Solvency Test as defined in section 6(1) of the Act immediately after the Distribution, authorise a Distribution by the Company to Shareholders.
- (b) The Directors who vote in favour of a Distribution shall sign a certificate stating that, in their opinion, the Company will satisfy the Solvency Test immediately after the Distribution.

16.2. DIVIDENDS PAYABLE PARI PASSU

The Board may not authorise a Dividend

- (a) in respect of some but not all the Shares in a Class;
- (b) of a greater amount in respect of some Shares in a Class than other Shares in that Class except where:
 - (i) the amount of the Dividend is reduced in proportion to any liability attached to the Shares under this Constitution;
 - (ii) a Shareholder has agreed in writing to receive no dividend, or a lesser dividend than would otherwise be payable;
 - (iii) unless it is paid out of retained earnings, after having made good any accumulated losses at the beginning of the Financial Year.

- (c) Dividends may be paid by posted cheques. The Board may cease sending dividend cheques by post, and if such cheques have been left uncashed, such power of the Board will not be exercised until such cheques have been left so uncashed on two consecutive occasions. However, such power may be exercised after the first occasion on which such a cheque is returned undelivered and reasonable enquiries have failed to establish any new address of the registered holder.

16.3. UNCLAIMED DIVIDENDS

All Dividend and any other moneys payable to any Shareholder or former Shareholder in respect of Shares in the Company and/or interest in respect of debt or Securities issued by the Company remaining unclaimed for five (5) years after having been declared or otherwise having become payable, may at the expiry of such period of five (5) years after having been declared or otherwise having become payable, be forfeited by the Directors for the benefit of the Company provided always that the Directors may at any time after such forfeiture annul the same and pay the dividend or interest or issue the bonus (as the case may be) so forfeited without any interest to any person producing evidence that he is entitled to the same and shall do so unless in the opinion of the Directors such payment or issue would embarrass the Company.

16.4. DISCOUNTS TO SHAREHOLDERS

- (a) The Board may pursuant to a discount scheme resolve that the Company shall offer to Shareholders discounts in respect of some or all goods sold, or services provided by, the Company.
- (b) The discount scheme shall be one where the Board has previously resolved that the proposed discounts:
- are fair and reasonable to the Company and all Shareholders; and
 - will be available to all Shareholders or to all Shareholders of the same Class on the same terms.
- (c) The discount scheme shall not be approved or continued by the Board unless the Board is satisfied, on reasonable grounds that the Company will satisfy or is satisfying the Solvency Test.

16.5. FINANCIAL ASSISTANCE ON ACQUISITION OF SHARES

The Company may, subject to and in accordance with, Section 81 of the Act give financial assistance (whether directly or indirectly) to a person for the purpose of, or in connection with, the purchase of Shares issued (or to be issued) by the Company.

17.1. POWERS RESERVED TO ORDINARY SHAREHOLDERS

- (a) Powers reserved to Shareholders of the Company by the Act or by this Constitution may be exercised:
- at a Meeting; or
 - by a resolution in lieu of a meeting; or
 - by a Unanimous Resolution.
- (b) Unless otherwise specified in the Act or this Constitution, a power reserved to Shareholders may be exercised by an Ordinary Resolution.

17.2. SPECIAL RESOLUTIONS

When Shareholders exercise a power to approve any of the following, that power may only be exercised by a Special Resolution:

- (a) an alteration to or revocation of this Constitution or the adoption of a new Constitution;

- a Major Transaction;
- an Amalgamation;
- the liquidation of the Company; or
- a reduction of the Stated Capital under Section 62 of the Act.

17.3. MANAGEMENT REVIEW BY SHAREHOLDERS

- (a) The Chairperson of any meeting of shareholders shall give the Shareholders a reasonable opportunity to discuss and comment on the management of the Company.
- (b) A meeting of Shareholders may pass a resolution which makes recommendations to the Board on matters affecting the management of the Company.
- (c) Unless carried as a Special Resolution, any recommendation under subsection (b) shall not be binding on the Board.

17.4. A SHAREHOLDER MAY REQUIRE COMPANY TO PURCHASE SHARES

- (a) A Shareholder may require the Company to purchase his Shares where:
- a Special Resolution is passed under clause 17.2(a) for the purposes of altering the Constitution of the Company with a view to imposing or removing a restriction on the business or activities of the Company, or a Major Transaction, an Amalgamation or a reduction of the stated capital; and
 - the Shareholder casts all the votes attached to the Shares registered in his name and for which he is the beneficial owner against the resolution; or
 - where the resolution to exercise the power was passed as resolution in lieu of Meeting, the Shareholder did not sign the resolution.
- (b) A request to that effect shall be addressed to the Company by the dissenting shareholder by notice in Writing within fourteen (14) days of either the passing of the resolution at a Meeting of Shareholders or the date on which notice of the passing of the written resolution is given to him.
- (c) Upon receiving a notice given under clause (b), the Board shall:
- agree to the purchase of the Shares by the Company from the Shareholder giving the notice; or
 - arrange for some other person to agree to buy the Shares; or
 - apply to the Court under Section 112 or section 113 of the Act; or
 - save and except as regards a Special Resolution approving the liquidation of the Company which cannot be rescinded in any circumstances, arrange, before taking the action concerned, for the Special Resolution entitling the Shareholder to give the notice pursuant to clause 17.4(b), to be rescinded by a Special Resolution, or decide in the appropriate manner not to take the action concerned; and
- (d) the Board shall within twenty-eight (28) days of receipt of the notice under clause (b) give written notice to the Shareholder of its decision under clause (c).
- (e) where the Board agrees to the Company purchasing the Shares, pursuant to clause 17.4(c)(i), it shall do so in accordance with section 110 of the Act.

18.5. NOTICE OF MEETINGS

- (a) Written notice of the time and place of a Meeting shall be sent to every Shareholder entitled to receive notice of the Meeting and to every Director, secretary and auditor of the Company not less than fourteen (14) days before the Meeting.
- (b) The notice shall state:
- the nature of the business to be transacted at the Meeting in sufficient detail to enable a Shareholder to form a reasoned judgement in relation to it; and
 - the text of any Special Resolution to be submitted to the Meeting.
- (c) Any irregularity in a notice of a Meeting shall be waived where all the Shareholders entitled to attend and vote at the Meeting attend the Meeting without protest as to the irregularity, or where all such Shareholders agree to the waiver.
- (d) Any accidental omission to give notice of a Meeting to, or the failure to receive notice of a Meeting by, a Shareholder shall not invalidate the proceedings at that Meeting.
- (e) The Chairperson may, or where directed by the Meeting, shall, adjourn the Meeting from time to time and from place to place, but no business shall be transacted at any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place.
- (f) When a Meeting is adjourned for thirty (30) days or more, notice of the adjourned Meeting shall be given as in the case of an original Meeting.
- (g) Notwithstanding clauses (a), (b) and (c) it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned Meeting.
- (h) Notice can be given by advertisement, provided that such advertisement shall be published in at least two daily newspapers of wide circulation.

18.7. QUORUM

- (a) Where a quorum is not present, no business shall, subject to clause (c), be transacted at a Meeting.
- (b) Should there be more than one shareholder, the quorum for holding a Meeting of Shareholders, shall be at least 2 (two) members present in person or by proxy together holding shares representing at least 35 (thirty five)% of the total voting rights.
- (c) Where a quorum is not present within thirty (30) minutes after the time appointed for the Meeting:
- in the case of a Meeting called under section 118 (1) (b) of the Act, the Meeting shall be dissolved;
 - in the case of any other Meeting, the Meeting shall be adjourned to the same day in the following week at the same time and place, or to such other date, time and place as the Directors may appoint; and
 - where, at the adjourned Meeting, a quorum is not present within thirty (30) minutes after the time appointed for the Meeting, the Ordinary Shareholders or their proxies present shall be quorum.

19.1. NUMBER OF DIRECTORS

The Board shall consist of a minimum of 3 (three) Directors and a maximum of twelve (12) Directors.

19.16. SHAREHOLDING QUALIFICATION

A Director shall not be required to hold Shares.

21.4. QUORUM

- (a) A quorum for a meeting of the Board shall be fixed by the Board and if not so fixed, shall be a majority of the Directors
- (b) No business shall be transacted at a meeting of Directors if a quorum is not present.
- (c) A Director having a material interest as specified in clause 22.3 (d) is not to be counted in a quorum.
- (d) If within fifteen (15) minutes past the time appointed for any meeting of the Board, the quorum is not present, such meeting shall stand adjourned to the next day at the same time and place provided such day is a working day and otherwise, to the next following working day; if at such adjourned meeting a quorum is not present, the Directors present not being less than two (2) shall form a quorum and may transact the business standing to the order of the day.

22.1. AUTHORITY TO REMUNERATE DIRECTORS

- (a) The Shareholders by Ordinary Resolution, or the Board if it is satisfied that to do so is fair to the Company, shall approve:
- the payment of remuneration (or the provision of other benefits) by the Company to a Director for his services as a Director, or the payment of compensation for loss of office; and
 - the making of loans and the giving of guarantees by the Company to a Director in accordance with section 159 (6) of the Act.

15. DOCUMENTS AVAILABLE FOR INSPECTION

The following documents are available for inspection at the registered office of BlueLife from 31 May 2021 to 21 June 2021 during normal working hours:

- This Programme Memorandum, deemed to be Listing Particulars pursuant to the Listing Rules of the SEM;
- The Constitution of BlueLife;
- The Agency/Registry Agreement;
- The Bondholders' Representative Agency Agreement;
- The Security Agreement;
- BlueLife's consolidated audited financial statements and annual reports for the years ended 30 June 2018, 2019 and 2020 and interim financials for the 8-months period ended 28 February 2021 and
- Property Valuer's reports as at 30 June 2020.

Ernst & Young has provided a report, dated 21 April 2021, for incorporation in this Programme Memorandum. The report is set out in Section 16.

The auditors have given their written consent to include their report, in the form and context in which it appears, in this Programme Memorandum, and have not withdrawn their consent as at the date of this Programme Memorandum. The auditors' report has been filed with the FSC and the SEM.

16. FINANCIAL INFORMATION

16.1. AUDITOR'S REPORT



Ernst & Young Mauritius
9th Floor, NeXTeracom Tower I
Cybercity, Ebene
Mauritius

Tel: +230 403 4777
Fax: +230 403 4700
ey.com

1.

REPORT OF THE INDEPENDENT AUDITOR ON THE SUMMARY FINANCIAL STATEMENTS

TO THE MEMBERS OF BLUELIFE LIMITED

Opinion

The summary financial statements, which comprise the summary statement of financial position as at 30 June 2020, the summary statement of profit or loss, summary statement of comprehensive income, summary statement of changes in equity and summary statements of cash flow for the year then ended, are derived from the audited financial statements of BlueLife Limited (the "Company") and its subsidiaries (altogether, the "Group") for the year then ended.

In our opinion, the accompanying summary financial statements are consistent, in all material respects, with the audited financial statements, on the basis described in the basis of preparation note.

Summary Financial Statements

The summary financial statements do not contain all the disclosures required by International Financial Reporting Framework. Reading the summary financial statements and the auditor's report thereon, therefore, is not a substitute for reading the audited financial statements and the auditor's report thereon. The summary financial statements and audited financial statements do not reflect the effect of events that occurred subsequent to the date of our audit report on the audited financial statements.

The Audited Financial Statements and Our Report Thereon

We expressed an unmodified audit opinion on the audited financial statements for the year ended 30 June 2020 in our report dated 29 October 2020. This report also includes:

- A Material Uncertainty Related to Going Concern section that draws attention to Note 3 in the financial statements. Note 3 indicates that the Group and the Company incurred a loss of Rs. 274,159,638 and Rs. 195,879,892 respectively for the year ended 30 June 2020 and as at that date, their current liabilities exceeded their current assets by Rs. 737,426,740 and Rs. 91,428,649 respectively. As stated in Note 3 of these financial statements, these conditions along with liquidity challenges in conjunction with, and exacerbated by external factors in the economic environment in which the Company operates as a result of COVID-19 pandemic impacting the entity's core business of marketing, building and selling developments, indicate the existence of a material uncertainty which may cast doubt on the entity's ability to continue as a going concern. These matters are however not addressed in the summary financial statements and would require the reader to refer to the full financial statements for that year for additional information.
- The communication of other key audit matters.

The audited financial statements and the summary financial statements do not reflect the effects of events that occurred subsequent to the date of our report on the audited financial statements.

The financial statements and thus the summary financial statements for the year ended 30 June 2020 includes corresponding numbers for two earlier periods and some of these numbers were restated in the 30 June 2020 financial statements. The corresponding numbers were audited by BDO Ltd and they expressed an unmodified audit opinion on these financial statements in their reports dated 30 September 2019 and 21 September 2018 respectively.

2.

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REPORT OF THE INDEPENDENT AUDITOR ON THE SUMMARY FINANCIAL STATEMENTS

TO THE MEMBERS OF BLUELIFE LIMITED

Management's Responsibility for the Summary Financial Statements

Management is responsible for the preparation of the summary financial statements on the basis described in the basis of preparation note.

Auditor's Responsibility

Our responsibility is to express an opinion on whether the summary financial statements are consistent, in all material respects, with the audited financial statements based on our procedures, which were conducted in accordance with International Standard on Auditing (ISA) 810 (Revised), *Engagements to Report on Summary Financial Statements*.

Report on other legal and regulatory requirements

Listing Rules of The Stock Exchange of Mauritius Ltd

During the year ended 30 June 2020, we have not been an associate, as defined in the Listing Rules, of any directors or shareholders holding more than 5% of the shares issued by BlueLife Limited.

We are the auditors of BlueLife Limited and its subsidiaries.

ERNST & YOUNG
Ebène, Mauritius

Date: 21 April 2021

DARYL CSIZMADIA, C.A. (S.A)
Licensed by FRC

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Basis of preparation paragraph

The summary consolidated financial statements for the years ended 30 June 2018, 2019 and 2020 set out below are prepared in pursuance with the requirements of the Listing Rules of the Stock Exchange of Mauritius Ltd.

The Directors have considered that the presentation of the statements of financial position, statements of profit or loss, statements of comprehensive income, statements of changes in equity and statements of cash flows are appropriate.

The summary consolidated financial statements are themselves not audited but are extracted from audited information. The Directors take full responsibility for the preparation of the consolidated summary financial statements and the correct extraction of financial information from the underlying audited financial statements.

The summary consolidated financial statements do not include all the information required by IFRS for full financial statements and are not a substitute for the full financial statements from which they have been extracted. The accounting policies applied in the preparation of the full financial statements, from which the summary financial statements were derived, are in compliance with IFRS.

REVIEW REPORT TO THE MEMBERS OF BLUELIFE LIMITED



Ernst & Young Mauritius
9th Floor, NeXTeracom Tower I
Cybercity, Ebene
Mauritius

Tel: +230 403 4777
Fax: +230 403 4700
ey.com

1.

REVIEW REPORT TO THE MEMBERS OF

BLUELIFE LIMITED

REPORT ON THE FINANCIAL SUMMARY

We have reviewed the accompanying statements of financial position of BlueLife Limited (the "Company") and its subsidiaries (altogether, the "Group") as of 28 February 2021 and the related statements of profit or loss, statements of comprehensive income, statements of changes in equity and statements of cash flow for the eight-months period then ended other explanatory notes.

Management's Responsibility for the Financial Summary

Management is responsible for the preparation and fair presentation of this interim financial information in accordance with the basis of preparation mentioned under the basis of preparation note.

Independent Auditor's Review Responsibility

Our responsibility is to express a conclusion on this interim financial information based on our review.

Scope of Review

We conducted our review in accordance with International Standard on Review Engagements 2410, "Review of Interim Financial Information Performed by the Independent Auditor of the Entity." A review of interim financial information consists of making inquiries, primarily of persons responsible for financial and accounting matters, and applying analytical and other review procedures. A review is substantially less in scope than an audit conducted in accordance with International Standards on Auditing and consequently does not enable us to obtain assurance that we would become aware of all significant matters that might be identified in an audit. Accordingly, we do not express an audit opinion.

Conclusion

Based on our review, nothing has come to our attention that causes us to believe that the accompanying interim financial information is not prepared in all material respects with the basis of accounting described under the basis of preparation note.

Emphasis of Matters

Basis of Accounting and Restriction on Use

We draw attention to basis of preparation note to the interim financial information, which describes the basis of accounting. The interim financial information is prepared to assist management in the preparation of the prospectus for a rights issue and bonds issue. As a result, the interim financial information may not be suitable for another purpose. Our review report is intended solely for the purpose of complying with the Securities (Public Offers) Rules 2007 and the Listing Rules of the Stock Exchange of Mauritius with respect to the rights issue and bond issue programme of the Company.

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**REVIEW REPORT TO THE MEMBERS OF
BLUELIFE LIMITED (CONTINUED)**

2.

REPORT ON THE FINANCIAL SUMMARY (CONTINUED)

Going Concern

We draw attention to Note 16.2 in the financial summary, which indicates that the Group and the Company incurred a loss of Rs. 111,710,989 and Rs. 69,429,251 respectively for the period ended 28 February 2021 and as at that date, their current liabilities exceeded their current assets by Rs 465,555,993 and Rs. 148,448,734 respectively. As stated in Note 16.2 of this financial summary, these conditions along with liquidity challenges in conjunction with and exacerbated by external factors in the economic environment in which the company operates as a result of the COVID pandemic impacting the entity's core business of marketing, building and selling developments indicate the existence of a material uncertainty which may cast significant doubt on the entity's ability to continue as a going concern.

ERNST & YOUNG
Ebène, Mauritius

DARYL CSIZMADIA, C.A. (S.A)
Licensed by FRC

Date: 21 April 2021

Basis of preparation

The interim financial information has been prepared on a historical cost basis, except for investment properties which are carried at fair value, and the information is prepared using the recognition and measurement principles of International Financial Reporting Standards (IFRS) as issued by the International Accounting Standards Board (IASB) but the information itself does not comply with IFRS. The interim financial information has been prepared using consistent accounting policies as the financial statements prepared at year end. However, the Directors have furnished only the statements of financial position, the statements of profit or loss and other comprehensive income, the statements of changes in equity and the statements of cash flows for the Group and Company as they are not required to issue a full set of financial statements in terms of presentation or disclosure requirements as required by IFRS or IAS 34. Further, in accordance with the requirements of the Securities (Public Offer) Rules 2007, no comparative information have been provided in the statements of profit or loss and other comprehensive income and statements of cash flows. The interim financial information is presented in Mauritian Rupees ("Rs").

16.2. GOING CONCERN NOTE

The Group and the Company incurred net losses of Rs. 111,710,989 and Rs. 69,429,251 respectively for the period ended 28 February 2021 and has a net current liability position of Rs. 465,555,993 and Rs. 148,448,734 respectively as at 28 February 2021.

The Company is the holding company of multiple subsidiaries, all based in Mauritius, that comprise the BlueLife group (the "Group"). The Group's principal activity is that of property development and the continued viability of this activity is predicated on the development and sale of investment properties, utilising development scheme initiatives made available to the private sector by the government. The key risks and dependencies of this activity are therefore the continued sale of properties to either foreign investors or on the local market. The Group has a considerable quantity of lots available, at varying stages of development, which has the potential to generate significant revenues and profit over the next 10-15 years.

As the branding and selling of investment properties are dependent on the physical presence of prospective investors in Mauritius, the advent of the COVID-19 pandemic has placed considerable pressure on the Group's ability to realise sales in the short term, and given the current trend, it is believed that this pressure will continue until 2023. Additional risks, exacerbated by the global pandemic, include downward pressure on property prices as the supply of properties under special schemes in Mauritius outweighs the current demand. Management believes that the Group brand offering provides the Group with an edge over its competitors. Current property developments forecast over the next three years will also realise sufficient cash flows to allow the Group to incur strategic capital expenditure, which is considered key in creating value to sell a particular part of their future property development, however this is dependent on the re-opening of the borders. Cash flows should also be sufficient to partially cover continued overheads of the group but there are other initiatives which will be required to meet the liquidity needs to the entity operationally and to meet the obligations of the group which will materialise over the current and next year. The Group had initially forecasted for receipts from the sale of villas, but this has been delayed due to the continued impacts of COVID and the second lockdown in Mauritius, and resulted in the Group having to manage its expenditure on development. Thus, the Group had to use the available bank facilities to finance its operations. This rights issue and other funding initiatives currently being examined by management will reduce the dependence on the bank facilities. Inflows from the sale of villas are expected in as from early FY22.

A secondary source of revenue of the Group is in the Hotel Operations sector. The Group currently operates two hotels, one of which is located at the heart of the property development that is Azuri. The hotels have been particularly impacted by the global COVID-19 pandemic, and until the borders re-open, they will continue to make losses. It is noted that the hotels have associated themselves, through a hotel management agreement, with a leading global hotel brand name. This strategy has resulted in the hotels being able to take advantage of the leading hotel global customer network and, through significantly improved occupancy rates, the hotels have reflected improved financial results, up until the outbreak of COVID-19, indicating their ability to meet their obligations without further assistance or support from their shareholders or financial institutions. It is expected that this situation will bounce back rapidly once the border re-opens and tourism returns to normal levels.

The hotels are indebted with various banking institutions and the Company has provided corporate guarantees against these loans. Management has availed themselves of all possible forms of assistance in order to mitigate the risks associated with the loan liabilities, including: agreed loan moratoriums with the banks, wage assistance schemes available from the government, various austerity measures to keep costs to a minimum during the crisis, and the possibility of availing themselves of a government-devised economic stress relief fund.

Management considers that at least one of the hotels is strategically important to their core investment property strategy, as the integrated resort scheme village which has been created needs to offer a holistic service and facility offering to residents and tourists alike. Revenues therefore generated by hotel operations, whilst important in value annually, are not considered as core to the group's strategy. Management has resolved to dispose one of the hotels considered not to be strategically important and has already received a promising offer which is being finalised.

Other segmental sources of income to the Group are derived from commercial sales or rentals and from facilities and maintenance revenue from existing residents of the village. Amounts generated from these sources, whilst contributing to profitability, are not considered significant to the overall business of the Group.

Management has also undertaken to and is in the process of, as part of their strategy, disposing of non-core activities of the Group. Many of these disposals are advanced with a higher probability of cash flow whilst others still require offers to be received. For some properties, the sale has already been completed where the funds have been used to repay some debts of the Group. Management has been actively managing the cash flows relating to property development matching the timing of development expenditure with expected inflows from sales whilst recognising that some development must continue in order to attract inflows/investors. The largest shareholder has also provided a letter of support to the extent of its shareholder's loan of Rs 200 million plus accrued interest thereon. Management has also secured extensions on some facilities and continues to engage with financiers as the events relating to COVID continue to play out. In addition, management is considering other initiatives and possible capital raising measures to support the entity up to FY 2023 and in discharging the arising obligations relating to the hotels as discussed above. Management is working towards a right issue of Rs 300 million, where two shareholders, namely IBL Ltd ("IBL") and Actis Paradise Jersey Limited ("Actis"), representing 70.05% of the share capital of the Company, have confirmed to the Board their intention to subscribe to the Rights Issue at the level of their respective shareholders' loans in the Company and realise a further net cash inflow depending on the amount subscribed by the other shareholders in the context of this right issue. All the necessary approvals have been obtained for this rights issue and the process, as per the Listing Rules in Mauritius, is currently underway.

Further to the above, management is investigating other funding sources that will enable them to accelerate the development of properties and manage their liquidity more effectively which, to date, is being managed through new and available bank facilities. Management believes that the existing facilities available are sufficient but alternative funding is required to maintain the prime strategy of the Group, which is property development.

16.3. SUMMARY FINANCIAL STATEMENTS

The tables below have been extracted from the audited financial statements of BlueLife for the financial years ended 30 June 2020, 30 June 2019 and 30 June 2018.

16.3.1. STATEMENTS OF FINANCIAL POSITION
STATEMENTS OF FINANCIAL POSITION - JUNE 30, 2020

	THE GROUP			THE COMPANY		
	June 30, 2020	Restated June 30, 2019	Restated July 01, 2018	June 30, 2020	Restated June 30, 2019	Restated July 01, 2018
	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.
ASSETS						
Non-current assets						
Property, plant and equipment	1,236,186,085	1,253,033,037	1,267,948,767	882,342	1,003,659	1,841,991
Investment properties	1,627,735,827	1,830,563,135	1,814,987,948	100,500,000	102,848,792	93,316,140
Intangible assets	2,088,060	54,051,514	107,003,542	40,546	24,643	11,710,574
Right of use assets	84,998,921	-	-	711,171	-	-
Investment in subsidiaries	-	-	-	2,068,738,188	1,831,441,846	1,963,092,959
Deferred tax assets	32,270,225	26,262,673	41,880,125	1,228,150	1,124,999	543,211
	2,983,279,118	3,163,910,359	3,231,820,382	2,172,100,397	1,936,443,939	2,070,504,875
Current assets						
Inventories	234,247,915	108,943,852	94,540,359	25,866,350	37,891,627	36,122,387
Trade and other receivables	53,682,336	139,838,374	139,336,891	4,661,556	6,121,797	365,348,794
Other financial assets at amortised cost	-	-	-	559,890,616	471,200,122	-
Cash and cash equivalents	41,764,386	62,901,160	140,255,691	1,348,460	26,243,908	4,685,505
	329,694,637	311,683,386	374,132,941	591,766,982	541,457,454	406,156,686
Assets classified as held for sale	384,294,174	575,311,872	583,925,520	-	342,889,068	342,940,818
Total assets	3,697,267,929	4,050,905,617	4,189,878,843	2,763,867,379	2,820,790,461	2,819,602,379
EQUITY AND LIABILITIES						
Equity (attributable to owners of the parent)						
Stated capital	3,472,320,310	3,472,320,310	3,472,320,310	3,472,320,310	3,472,320,310	3,472,320,310
Actuarial reserves	(4,029,952)	(3,438,916)	206,740	272,192	78,997	1,325,893
Accumulated losses	(1,617,262,795)	(1,377,478,212)	(1,167,372,763)	(1,395,698,409)	(1,199,818,517)	(985,399,523)
Owners' interests	1,851,027,563	2,091,403,182	2,305,154,287	2,076,894,093	2,272,580,790	2,488,246,680
Non-controlling interests	(17,965,012)	16,983,397	19,592,997	-	-	-
Total equity	1,833,062,551	2,108,386,579	2,324,747,284	2,076,894,093	2,272,580,790	2,488,246,680
LIABILITIES						
Non-current liabilities						
Interest bearing loans and borrowings	565,813,143	606,586,800	623,398,431	176,690	214,647	293,216
Employee benefits liability	18,348,344	14,520,477	6,287,388	3,600,965	3,473,669	1,354,133
Deferred tax liabilities	2,526,986	-	-	-	-	-
	586,688,473	621,107,277	629,685,819	3,777,655	3,688,316	1,647,349
Current liabilities						
Trade and other payables	217,946,267	174,074,165	256,433,954	191,561,204	41,731,598	67,037,227
Current tax liabilities	-	-	5,699,324	-	-	-
Interest bearing loans and borrowings	849,175,110	721,489,127	666,466,838	491,634,427	368,103,622	256,169,816
	1,067,121,377	895,563,292	928,600,116	683,195,631	409,835,220	323,207,043
Liabilities directly associated with assets classified as held for sale	210,395,528	425,848,469	306,845,624	-	134,686,135	6,501,307
Total liabilities	1,864,205,378	1,942,519,038	1,865,131,559	686,973,286	548,209,671	331,355,699
Total equity and liabilities	3,697,267,929	4,050,905,617	4,189,878,843	2,763,867,379	2,820,790,461	2,819,602,379

16.3.2. STATEMENTS OF PROFIT OR LOSS

**STATEMENTS OF PROFIT OR LOSS AND OTHER COMPREHENSIVE INCOME
- FOR THE YEAR ENDED JUNE 30, 2020**

	THE GROUP			THE COMPANY		
	Year ended June 30, 2020	Restated Year ended June 30, 2019	Restated Year ended June 30, 2018	Year ended June 30, 2020	Restated Year ended June 30, 2019	Year ended June 30, 2018
	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.
Continuing operations						
Revenue	470,872,534	575,803,081	676,697,775	6,223,891	9,548,160	7,856,017
Cost of sales	(190,704,702)	(215,728,524)	(480,281,447)	-	-	-
Gross profit	280,167,832	360,074,557	196,416,328	6,223,891	9,548,160	7,856,017
Other income	3,024,717	18,112,494	7,454,037	39,867,025	28,811,561	77,378,264
Interest income at EIR	-	1,279,735	-	11,588,010	9,541,454	-
Other gains/(losses) - net	31,765,599	(3,553,072)	3,203,198	-	-	(10,791)
Selling and marketing expenses	(45,407,954)	(55,153,620)	(25,504,986)	-	-	-
Administrative expenses	(355,357,066)	(364,412,108)	(188,872,601)	(91,978,463)	(87,869,044)	(61,105,857)
Expected credit losses	(51,765,905)	(3,455,185)	-	(8,943,498)	11,887	-
Other operating expenses	(18,599,150)	(7,683,452)	(6,984,516)	(1,835,943)	(810,725)	(470,243)
	(156,171,927)	(54,790,651)	(14,288,540)	(45,078,978)	(40,766,707)	23,647,390
Net (decrease)/increase in fair value of investment properties	(10,797,476)	(238,685)	(37,820,409)	(2,348,792)	9,532,652	(43,210,760)
Impairment charges	-	(51,235,990)	(31,786,174)	(119,592,826)	(143,114,927)	(112,273,304)
Finance costs	(88,284,269)	(84,951,336)	(47,729,823)	(29,002,023)	(19,360,105)	(13,002,072)
Loss before taxation	(255,253,672)	(191,216,662)	(131,624,946)	(196,022,619)	(193,709,087)	(144,838,746)
Income tax credit/(charge)	3,218,085	(15,038,146)	986,792	142,727	326,400	4,154,132
Loss for the year from continuing operations	(252,035,587)	(206,254,808)	(130,638,154)	(195,879,892)	(193,382,687)	(140,684,614)
Discontinued operations						
Loss from discontinued operations, net of tax	(22,124,051)	(5,216,309)	(14,927,991)	-	-	-
Loss for the year	(274,159,638)	(211,471,117)	(145,566,145)	(195,879,892)	(193,382,687)	(140,684,614)
Other comprehensive (loss)/ income for the year, net of tax						
Items that will not be reclassified subsequently to profit or loss:						
Remeasurements of employee benefits liability, net of deferred tax	(1,164,390)	(4,889,588)	702,262	193,195	(1,246,896)	101,954
Total comprehensive loss for the year	(275,324,028)	(216,360,705)	(144,863,883)	(195,686,697)	(194,629,583)	(140,582,660)
Loss attributable to:						
Owners of the parent	(239,784,583)	(210,105,449)	(136,440,084)	(195,879,892)	(193,382,687)	(140,582,660)
Non-controlling interests	(34,375,055)	(1,365,668)	(9,126,061)	-	-	-
	(274,159,638)	(211,471,117)	(145,566,145)	(195,879,892)	(193,382,687)	(140,582,660)
Total comprehensive loss attributable to:						
Owners of the parent	(240,375,623)	(213,751,105)	(135,917,894)	(195,686,697)	(194,629,583)	(140,582,660)
Non-controlling interests	(34,948,405)	(2,609,600)	(8,945,989)	-	-	-
	(275,324,028)	(216,360,705)	(144,863,883)	(195,686,697)	(194,629,583)	(140,582,660)
Loss per share (Rs/cs)						
- From continuing and discontinued operations	(0.366)	(0.321)	(0.208)	(0.299)	(0.295)	(0.215)
- From continuing operations	(0.332)	(0.313)	(0.186)	(0.299)	(0.295)	(0.215)

16.3.3. STATEMENTS OF CHANGES IN EQUITY

STATEMENTS OF CHANGES IN EQUITY - FOR THE YEAR ENDED JUNE 30, 2020

THE GROUP	Attributable to owners of the parent					Non-controlling interests	Total Equity
	Stated capital	Other reserves	Actuarial reserves	Accumulated losses	Total		
	Rs.	Rs.	Rs.	Rs.	Rs.		
At July 1, 2019	3,472,320,310	26,080,000	(3,438,916)	(1,333,152,181)	2,161,809,213	(15,552,889)	2,146,256,324
- Effect of prior year adjustments	-	(26,080,000)	-	(44,326,031)	(70,406,031)	32,536,286	(37,869,745)
- as restated	3,472,320,310	-	(3,438,916)	(1,377,478,212)	2,091,403,182	16,983,397	2,108,386,579
Loss for the year	-	-	-	(239,784,583)	(239,784,583)	(34,375,055)	(274,159,638)
Other comprehensive loss for the year	-	-	(591,036)	-	(591,036)	(573,354)	(1,164,390)
Total comprehensive loss for the year	-	-	(591,036)	(239,784,583)	(240,375,619)	(34,948,409)	(275,324,028)
At June 30, 2020	3,472,320,310	-	(4,029,952)	(1,617,262,795)	1,851,027,563	(17,965,012)	1,833,062,551
At July 1, 2018	3,472,320,310	26,080,000	206,740	(1,148,598,027)	2,350,009,023	(9,781,967)	2,340,227,056
- Effect of prior year adjustments	-	(26,080,000)	-	(18,774,736)	(44,854,736)	29,374,964	(15,479,772)
- as restated	3,472,320,310	-	206,740	(1,167,372,763)	2,305,154,287	19,592,997	2,324,747,284
Loss for the year	-	-	-	(210,105,449)	(210,105,449)	(1,365,668)	(211,471,117)
Other comprehensive loss for the year	-	-	(3,645,656)	-	(3,645,656)	(1,243,932)	(4,889,588)
Total comprehensive loss for the year	-	-	(3,645,656)	(210,105,449)	(213,751,105)	(2,609,600)	(216,360,705)
At June 30, 2019	3,472,320,310	-	(3,438,916)	(1,377,478,212)	2,091,403,182	16,983,397	2,108,386,579
At July 1, 2017	3,027,298,338	26,080,000	(315,450)	(1,025,572,366)	2,027,490,522	924,363	2,028,414,885
- Effect of prior year adjustments	-	-	-	(5,360,313)	(31,440,313)	27,614,623	(3,825,690)
- as restated	3,027,298,338	-	(315,450)	(1,030,932,679)	1,996,050,209	28,538,986	2,024,589,195
Loss for the year	-	-	-	(136,440,084)	(136,440,084)	(9,126,061)	(145,566,145)
Other comprehensive loss for the year	-	-	522,190	-	522,190	180,072	702,262
Total comprehensive loss for the year	-	-	522,190	(136,440,084)	(135,917,894)	(8,945,989)	(144,863,883)
Issue of shares	445,021,972	-	-	-	445,021,972	-	445,021,972
At June 30, 2018	3,472,320,310	-	206,740	(1,167,372,763)	2,305,154,287	19,592,997	2,324,747,284
THE COMPANY							
At July 1, 2019							
Loss for the year	3,472,320,310	78,997	(1,199,818,517)				2,272,580,790
Other comprehensive income for the year	-	-	(195,879,892)				(195,879,892)
Total comprehensive loss for the year	-	193,195	(195,879,892)				193,195
At June 30, 2020	3,472,320,310	272,192	(1,395,698,409)				2,076,894,093
At July 1, 2018	3,472,320,310	1,325,893	(1,006,435,830)				2,467,210,373
Loss for the year	-	-	(193,382,687)				(193,382,687)
Other comprehensive loss for the year	-	(1,246,896)	-				(1,246,896)
Total comprehensive loss for the year	-	(1,246,896)	(193,382,687)				(194,629,583)
At June 30, 2019	3,472,320,310	78,997	(1,199,818,517)				2,272,580,790
At July 1, 2017	3,472,320,310	1,223,939	(844,714,909)				2,628,829,340
Loss for the year	-	-	(140,684,614)				(140,684,614)
Other comprehensive loss for the year	-	101,954	-				101,954
Total comprehensive loss for the year	-	101,954	(140,684,614)				(140,582,660)
Issue of shares	445,021,972	-	-				445,021,972
At June 30, 2018	3,917,342,282	1,325,893	(985,399,523)				2,488,246,680

16.3.4. STATEMENTS OF CASH FLOWS

STATEMENTS OF CASH FLOWS - FOR THE YEAR ENDED JUNE 30, 2020

	THE GROUP			THE COMPANY		
	Year ended June 30, 2020	Year ended June 30, 2019	6-months ended June 30, 2018	Year ended June 30, 2020	Year ended June 30, 2019	6-months ended June 30, 2018
	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.
Operating activities						
Cash (used in)/generated from operations	29,917,023	(88,101,986)	76,564,061	37,181,806	(194,776,234)	(119,139,738)
Tax paid	(23,992)	(4,118,357)	(9,054,345)	-	-	-
Interest received	-	1,117,246	(74,599,678)	-	-	-
Interest paid	(85,686,923)	(109,337,952)	28,427	-	(15,161,476)	(18,728,098)
Cash (used in)/generated from operating activities	(55,793,892)	(200,441,049)	(7,061,535)	37,181,806	(209,937,710)	(137,867,836)
Investing activities						
Purchase of property, plant and equipment	(21,370,264)	(24,463,279)	(10,034,178)	(2,475,616)	(359,124)	(47,000)
Purchase of right of use assets	(77,934)	-	-	-	-	-
Purchase of intangible assets	(1,479,337)	(1,147,700)	-	(48,275)	-	-
Expenditure incurred on investment properties	(2,895,681)	(11,214,050)	(10,125,779)	-	-	-
Proceeds from disposal of property, plant and equipment	-	-	-	-	-	-
Proceeds from sale of investment properties	162,000,000	-	-	-	-	-
Additions of investment in subsidiaries	-	-	-	(14,000,100)	-	-
Deposit received from sale of investment properties	-	120,000,000	58,848,000	-	-	-
Cash generated from/(used in) investing activities	136,176,784	83,514,971	38,688,043	(16,523,991)	(359,124)	(47,000)
Financing activities						
Repayment on borrowings	(192,707,936)	(72,626,624)	(297,327,580)	(134,686,135)	(108,000,000)	(238,083,333)
Proceeds from borrowings	80,000,000	120,000,000	-	81,881,939	348,000,000	-
Finance lease capital repayment	(3,364,672)	(919,417)	(788,202)	(1,450,198)	(74,036)	(35,775)
Issue of shares	-	-	445,021,972	-	-	445,021,972
Cash (used in)/generated from financing activities	(116,072,608)	46,453,959	146,906,190	(54,254,394)	239,925,964	206,902,864
Net movement in cash and cash equivalents	(35,689,716)	(70,472,119)	178,532,698	(33,596,579)	29,629,130	68,988,028
Movement in cash and cash equivalents						
At July 1,	(241,987,134)	(173,228,223)	(354,157,760)	(171,781,172)	(201,410,302)	(270,388,205)
Effect of foreign exchange difference	2,011,439	1,713,208	2,396,839	-	-	(10,125)
(Decrease)/increase	(35,689,716)	(70,472,119)	178,532,698	(33,596,579)	29,629,130	68,988,028
At June 30,	(275,665,411)	(241,987,134)	(173,228,223)	(205,377,751)	(171,781,172)	(201,410,302)

16.4. INTERIM FINANCIAL STATEMENTS

The tables below have been extracted from the unaudited interim financial statements of BlueLife for the eight months ended 28 February 2021, reviewed by the auditors.

16.4.1. STATEMENT OF FINANCIAL POSITION

STATEMENTS OF FINANCIAL POSITION - FOR THE EIGHT MONTHS ENDED FEBRUARY 28, 2021

	THE GROUP			THE COMPANY		
	At Feb 28, 2021	At Jun 30, 2020	At June 30 2019	At Feb 28, 2021	At Jun 30, 2020	At June 30, 2019
	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.
ASSETS						
Non-current assets						
Property, plant and equipment	855,533,843	1,236,186,085	1,253,033,037	1,402,656	882,341	1,003,659
Investment properties	1,612,454,827	1,627,735,827	1,830,563,135	88,000,000	100,500,000	102,848,792
Intangible assets	1,386,997	2,088,058	54,051,514	19,084	40,547	24,643
Land and related development costs	-	-	-	-	-	-
Right of use Assets	5,096,438	84,998,921	-	189,178	711,172	-
Investment in subsidiaries	-	-	-	2,068,738,188	2,068,738,188	1,831,441,846
Deferred tax assets	22,800,147	32,270,225	26,262,673	1,228,150	1,228,150	1,124,999
Non-current receivables	-	-	-	-	-	-
Current assets						
Inventories	242,594,938	234,247,915	108,943,852	25,866,350	25,866,350	37,891,627
Land and related development costs	-	-	-	-	-	-
Trade and other receivables	180,300,821	53,682,336	139,838,374	(388,562)	4,661,556	6,121,797
Other financial assets at amortised cost	-	-	-	708,934,078	559,890,616	471,200,122
Cash and cash equivalents	42,767,292	41,764,386	62,901,160	1,626,996	1,348,460	26,243,908
	465,663,051	329,694,637	311,683,386	736,038,861	591,766,981	541,457,454
Non-current assets classified as held for sale	601,109,702	384,294,174	575,311,872	-	-	342,889,068
Total assets	Rs. 3,564,045,005	3,697,267,927	4,050,905,617	2,895,616,117	2,763,867,379	2,820,790,461
EQUITY AND LIABILITIES						
Capital and reserves (attributable to owners of the parent)						
Stated capital	3,472,320,310	3,472,320,310	3,472,320,310	3,472,320,310	3,472,320,310	3,472,320,310
Other reserves	-	-	-	-	-	-
Actuarial reserves	(4,029,952)	(4,029,952)	(3,438,916)	272,192	272,192	78,997
Revenue deficit	(1,713,387,034)	(1,617,262,795)	(1,377,478,212)	(1,465,127,664)	(1,395,698,412)	(1,199,818,517)
Owners' interests	1,754,903,324	1,851,027,563	2,091,403,182	2,007,464,838	2,076,894,090	2,272,580,790
Non-controlling interests	(33,551,762)	(17,965,012)	16,983,397	-	-	-
Total equity	1,721,351,562	1,833,062,551	2,108,386,579	2,007,464,838	2,076,894,090	2,272,580,790
LIABILITIES						
Non-current liabilities						
Borrowings	334,582,012	565,813,142	606,586,800	62,717	176,689	214,647
Retirement benefit obligations	14,668,181	18,348,344	14,520,477	3,600,966	3,600,966	3,473,669
Deferred tax liabilities	2,527,651	2,526,986	-	-	-	-
	351,777,844	586,688,472	621,107,277	3,663,683	3,777,655	3,688,316
Current liabilities						
Trade and other payables	146,417,954	217,946,267	174,074,165	314,539,851	191,561,206	41,731,599
Current tax liabilities	-	-	-	-	-	-
Borrowings	784,801,090	849,175,109	721,489,127	569,947,744	491,634,428	368,103,622
	931,219,044	1,067,121,376	895,563,292	884,487,595	683,195,634	409,835,221
Liabilities associated with assets held for sale	559,696,555	210,395,528	425,848,469	-	-	134,686,135
Total liabilities	1,842,693,443	1,864,205,376	1,942,519,038	888,151,278	686,973,289	548,209,672
Total equity and liabilities	Rs. 3,564,045,005	3,697,267,927	4,050,905,617	2,895,616,116	2,763,867,379	2,820,790,462

16.4.2. STATEMENT OF PROFIT OR LOSS

**STATEMENTS OF PROFIT OR LOSS AND OTHER COMPREHENSIVE INCOME -
FOR THE EIGHT MONTHS ENDED FEBRUARY 28, 2021**

	THE GROUP	THE COMPANY
	8 months period ended Feb 28, 2020	8 months period ended Feb 28, 2020
	Rs.	Rs.
Revenue	119,694,839	-
Cost of sales	<u>(64,658,037)</u>	-
Gross profit	55,036,802	-
Other income	25,130,630	14,035,064
Interest Income at EIR	-	-
Other gains/(losses) - net	(1,450,240)	-
Selling and marketing expenses	(8,292,780)	-
Administrative expenses	(136,416,397)	(63,429,836)
Other operating expenses	<u>(11,172,742)</u>	<u>(1,579,349)</u>
	(77,164,727)	(50,974,121)
Exceptional item	-	-
Net increase/(decrease) in fair value of investment properties	-	-
Impairment charges	-	-
Finance costs	<u>(30,236,614)</u>	<u>(18,455,130)</u>
Loss before taxation	(107,401,342)	(69,429,251)
Income tax credit	4,890,563	-
Loss for the period from continuing operations	(102,510,779)	(69,429,251)
(Loss)/Profit from discontinued operations net of tax	(9,200,210)	-
Loss for the period	(111,710,989)	(69,429,251)
Other comprehensive income for the period, net of tax		
<i>Items that will not be reclassified subsequently to profit or loss:</i>		
Remeasurements of post employment benefit obligations	-	-
Total comprehensive income for the period	(111,710,989)	(69,429,251)
Loss attributable to:		
Owners of the parent	(96,124,239)	(69,429,251)
Non-controlling interests	<u>(15,586,750)</u>	-
	(111,710,989)	(69,429,251)
Total comprehensive income attributable to:		
Owners of the parent	(96,124,239)	(69,429,251)
Non-controlling interests	<u>(15,586,750)</u>	-
	(111,710,989)	(69,429,251)

16.4.3. STATEMENT OF CHANGES IN EQUITY

STATEMENTS OF CHANGES IN EQUITY - FOR THE EIGHT MONTHS ENDED FEBRUARY 28, 2021

THE GROUP	Attributable to owners of the parent				Non-controlling interests	Total Equity	
	Stated capital	Other reserves	Actuarial reserves	Revenue deficit			
	Rs.	Rs.	Rs.	Rs.			
At July 1, 2020	3,472,320,310	-	(4,029,952)	(1,617,262,795)	1,851,027,563	(17,965,012)	1,833,062,551
Loss for the period	-	-	-	(96,124,239)	(96,124,239)	(15,586,750)	(111,710,989)
Acquisition	-	-	-	-	-	-	-
Other comprehensive income for the period	-	-	-	-	-	-	-
Total comprehensive income for the period	-	-	-	(96,124,239)	(96,124,239)	(15,586,750)	(111,710,989)
At Feb 28, 2021	3,472,320,310	-	(4,029,952)	(1,713,387,034)	1,754,903,324	(33,551,762)	1,721,351,562
At July 1, 2019	3,472,320,310	26,080,000	(3,438,916)	(1,333,152,181)	2,161,809,213	(15,552,889)	2,146,256,324
Effect of changes in accounting policy	-	(26,080,000)	-	(44,326,031)	(70,406,031)	32,536,286	(37,869,745)
As restated	3,472,320,310	-	(3,438,916)	(1,377,478,212)	2,091,403,182	16,983,397	2,108,386,579
Loss for the year	-	-	-	(239,784,583)	(239,784,583)	(34,375,055)	(274,159,638)
Other comprehensive income for the year	-	-	(591,036)	-	(591,036)	(573,354)	(1,164,390)
Total comprehensive income for the year	-	-	(591,036)	(239,784,583)	(240,375,619)	(34,948,409)	(275,324,028)
At June 30, 2020	3,472,320,310	-	(4,029,952)	(1,617,262,795)	1,851,027,563	(17,965,012)	1,833,062,551
THE COMPANY							
	Stated capital	Actuarial reserves	Revenue deficit	Total			
	Rs.	Rs.	Rs.	Rs.			
At July 1, 2020	3,472,320,310	272,192	(1,395,698,412)	2,076,894,090			
Loss for the period	-	-	(69,429,251)	(69,429,251)			
Other comprehensive income for the period	-	-	-	-			
Total comprehensive income for the period	-	-	(69,429,251)	(69,429,251)			
At Feb 28, 2021	3,472,320,310	272,192	(1,465,127,663)	2,007,464,839			
At July 1, 2019	3,472,320,310	78,997	(1,199,818,517)	2,272,580,790			
Loss for the period	-	-	(195,879,895)	(195,879,895)			
Other comprehensive income for the period	-	193,195	-	193,195			
Total comprehensive income for the year	-	193,195	(195,879,895)	(195,686,700)			
At June 30, 2020	3,472,320,310	272,192	(1,395,698,412)	2,076,894,090			

16.4.4. STATEMENT OF CASH FLOWS

STATEMENTS OF CASH FLOWS - FOR THE EIGHT MONTHS ENDED FEBRUARY 28, 2021

	THE GROUP 28-Feb-21 Rs.	THE COMPANY 28-Feb-21 Rs.
Cash flows from operating activities		
Cash (absorbed in)/ generated from operations	(102,873,191)	(70,584,387)
Interest paid	(11,718,801)	(18,455,130)
Interest received	-	-
Tax paid	(4,461)	-
Net cash (used in)/from operating activities	(114,596,452)	(89,039,518)
Cash flows from investing activities		
Purchase of property, plant and equipment, net	(204,587)	(932,284)
Proceeds on sale of investment property	296,289,174	12,051,000
Net cash from/(used in) investing activities	296,084,587	11,118,716
Cash flows from financing activities		
Proceeds from short term loan	12,500,000	12,141,473
Repayment of bank loan	(225,943,595)	-
Finance lease capital repayment	(1,440,243)	(496,986)
Net cash (used in)/from financing activities	(214,883,838)	11,644,487
Net (decrease)/increase in cash and cash equivalents	Rs. (33,395,703)	(66,276,314)
Movement in cash and cash equivalents		
At July 1,	(275,665,411)	(205,377,751)
Effect of foreign exchange difference	448,728	-
(Decrease)/increase	(33,395,703)	(66,276,314)
At Sept 30,	Rs. (308,612,386)	(271,654,065)

APPENDIX 1


BlueLife Limited
Circle Square Retail Park
Forbach, 31001
BRN: C07050411
VAT: 20288991

For the attention of: **Mrs. Michèle Anne ESPITALIER NOEL**
Chief Finance Officer

Monday 08th March 2021

Our Ref: BL/AzuriLandBank/VA2021
Email: maen@BlueLife.mu

Dear Madam,

Re: Real Estate Consultancy Services
Valuation of properties at Azuri, Haute Rive

Reference is made to the Valuation Report for the above properties, dated Tuesday 30th June 2020, bearing Reference BL/AzuriLand Bank/VA2020.

We confirm that there has been no material change or adverse reason which could have affected the value of the said above properties owned by the Company 'Haute Rive Holdings Ltd' as per TV8580/29 and TV8580/30

We are therefore maintaining the total amount of **Rs.1,585,000,000**, which stands good as at 28th February 2021.

Summary Valuation – June 2020

Landuse/Category	Extent		Rate/Arpent (Rs)	Amount (Rs)	Rounded to (Rs)
	Hectares	Arpents			
F1 With LCP	29.07161	68.88	6,600,000	454,608,000	454,600,000
F1 Without LCP	47.16745	111.75	4,650,000	519,637,500	519,600,000
F2 With LCP	0.646186	1.53	6,600,000	10,098,000	10,100,000
F3 Without LCP	13.677686	32.40	4,200,000	136,080,000	136,100,000
F4 Without LCP	7.204094	17.07	4,650,000	79,375,000	79,400,000
I1 Seafront plot	2.3466	5.56	25,000,000	139,000,000	139,000,000
I1 Riverfront plot	0.7045	1.67	11,500,000	19,205,000	19,200,000
Subtotal I	100.818126	238.86		1,358,003,500	1,358,000,000
I2 Forest Land	68.439	162.14	1,400,000	226,996,000	227,000,000
Total	169.257126	401.00		1,584,999,500	1,585,000,000

Drawn up and closed in one original.

Signed by: 
Location: Port Louis, Mauritius
Reason for signing: Professional
4/3/2021 2:32:22 PM / StarOver e-Signature
MARIE F. RICARDO RAMIAH-ISABEL, MSc BSc (Hons)
Sworn Land Surveyor/Real Estate Appraiser



+230 5258 07 30

consultancy@riclrealty.mu

Etude Ramiah-Mahadoo, Level 3,
Stratton Court, Port Louis, 1116-07



BlueLife Limited
Circle Square Retail Park
 Forbach, 31001
 BRN: C07050411
 VAT: 20288991

For the attention of: **Mrs. Michèle Anne ESPITALIER NOEL**
 Chief Finance Officer

Monday 08th March 2021

Our Ref: BL/Retail/VA2021
 Email: maen@BlueLife.mu

Dear Madam,

Re: Real Estate Consultancy Services
Valuation of properties at Azuri (IRS) Resort
For 'Haute Rive Holdings Ltd' – Lots 131, 132, 133, 134 and 135

Reference is made to the Valuation Report for the above properties, dated Tuesday 30th June 2020, bearing Reference BL/Retail/VA2020.

We confirm that there has been no material change or adverse reason which could have affected the value of the said above properties owned by the Company **'Haute Rive Holdings Ltd'** as per TV201407/001586.

We are therefore maintaining the total amount of **Rs.155,328,000**, which stands good as at 28th February 2021

Summary Valuation – June 2020 – Exclusive of fittings, furniture & Equipment

Lot No.	Place	Amount (Rs)
1 – (132)	Spa & Fitness Centre + Pool	44,940,000
2 – (134)	Conference Centre	13,720,000
3 – (135)	Kids' Corner	6,650,000
4 – (131)	Place Du Village	56,360,000
5 – (133)	Boat Club	30,208,000
6	Nursery School	2,000,000
7	Parkings (29)	1,450,000
TOTAL		155,328,000

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 Signed by: Marie F. RICARDO RAMIAH-ISABEL
 Location: Petite Rivière Noire
 Reason for signing: Professional
 4/7/2021 2:33:12 PM / StepOver e-Signature
MARIE F. RICARDO RAMIAH-ISABEL, MSc BSc (Hons)
 Sworn Land Surveyor/Real Estate Appraiser



+230 5258 07 30 consultancy@ricrealty.mu Etude Ramiah-Mahadoo, Level 3, Stratton Court, Port Louis, 1116-07



BlueLife Limited
Circle Square Retail Park
 Forbach, 31001
 BRN: C07050411
 VAT: 20288991

For the attention of: **Mrs. Michèle Anne ESPITALIER NOEL**
 Chief Finance Officer

Monday 08th March 2021

Our Ref: BL/MonLoisir/VA2020
 Email: maen@BlueLife.mu

Dear Madam,

Re: Real Estate Consultancy Services
Valuation of property at Mon Loisir

Reference is made to the Valuation Report for the above property, dated Tuesday 30th June 2020, bearing Reference BL/MonLoisir/VA2020.

We confirm that there has been no material change or adverse reason which could have affected the value of the said above property owned by the Company **'BlueLife Ltd'** as per TV7258 No.53.

We are therefore maintaining the total amount of **Rs.72,000,000**, which stands good as at 28th February 2021.

Summary Valuation – June 2020 – Exclusive of fittings, furniture & Equipment

Item	Extent		Rate/Arp (Rs)	Amount (Rs)	Rounded to (Rs)
	Sq.m	Arpent			
Land	45,592.14	10.8013	4,000,000	43,205,200	43,200,000
Building	Area		Rate/Sq.Ft (Rs)	Amount (Rs)	Rounded to (Rs)
	Sq.m	Sq.Ft.			
Main Industrial Building	13,377	143,990	200	28,798,000	28,800,000
Total - Land and Building					72,000,000

Drawn up and closed in one original.


 Signed by: Marie F. RICARDO RAMIAH-ISABEL
 Location: Petite Rivière Noire
 Reason for signing: Professional
 4/7/2021 2:33:58 PM / StepOver e-Signature
MARIE F. RICARDO RAMIAH-ISABEL, MSc BSc (Hons)
 Sworn Land Surveyor/Real Estate Appraiser



+230 5258 07 30 consultancy@ricrealty.mu Etude Ramiah-Mahadoo, Level 3, Stratton Court, Port Louis, 1116-07



BlueLife Limited
Circle Square Retail Park
 Forbach, 31001
 BRN: C07050411
 VAT: 20288991

For the attention of: **Mrs. Michèle Anne ESPITALIER NOEL**
 Chief Finance Officer

Monday 08th March 2021

Our Ref: BL/RDR/VA2021
 Email: maen@BlueLife.mu

Dear Madam,

Re: Real Estate Consultancy Services
Valuation of property at Rivière du Rempart

Reference is made to the Valuation Report for the above property, dated Tuesday 30th June 2020, bearing Reference BL/RDR/VA.

We confirm that there has been no material change or adverse reason which could have affected the value of the said above property owned by the Company 'BlueLife Ltd' as per TV7258 No.53.

We are therefore maintaining the total amount of **Rs.16,000,000**, which stands good as at 28th February 2021

Summary Valuation – June 2020

Item	Extent		Rate/Arpent (Rs)	Amount (Rs)	Rounded to (Rs)
	Sq.m	Arpent			
Land	14,207	3,3659	4,750,000	15,988,025	16,000,000

Drawn up and closed in one original.



 Signed by: **M.F. Ricardo Ramiah-Isabel**
 Location: Port Rivière Noire
 Reason for signing: Professional
 4/7/2021 2:35:06 PM / StepOver e-Signature
MARIE F. RICARDO RAMIAH-ISABEL, MSc BSc (Hons)
 Sworn Land Surveyor/Real Estate Appraiser

 +230 5258 07 30	 consultancy@ricrealty.mu	 Etude Ramiah-Mahadoo, Level 3, Stratton Court, Port Louis, 1116-07
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APPENDIX 2 – FORM OF APPLICABLE PRICING SUPPLEMENT

This document constitutes the Applicable Pricing Supplement relating to the Issue of the Tranches of the Bonds 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 Programme Memorandum dated 22 February 2021. The Bonds described in this Applicable Pricing Supplement are subject to the Terms and Conditions in the Programme Memorandum and this Applicable Pricing Supplement must be read in conjunction with the Programme Memorandum. To the extent that there is any conflict or inconsistency between the contents of this Applicable Pricing Supplement and the Programme Memorandum, the provisions of this Applicable Pricing Supplement shall prevail.

Applications will only be considered only from persons to whom this Applicable Pricing Supplement has been sent by, or on behalf of, BLUELIFE LIMITED. Only such persons have the right to apply for the Bonds hereunder in terms of this Applicable Pricing Supplement and, therefore, such persons may not sell, transfer, cede, assign or renounce the right in favour of any other person. This Applicable Pricing Supplement is not for publication or circulations.

DESCRIPTION OF THE BONDS		UNSE7Y	SE7Y
1.1.	Issuer		
1.2.	Tranche		
1.2.1.	Tranches Name		
1.2.2.	Specified currency		
1.3.	Aggregate Nominal Amount		
1.3.1.	Permitted oversubscription		
1.3.2.	Minimum subscription		
1.4.	Record date		
1.5.	Issue Date		
1.6.	Minimum Denomination		
1.7.	Minimum Increment		
1.8.	Specified Denomination of Bonds		
1.9.	Issue Price		
1.10.	Terms of the Tranche		
1.11.	Status of the Bonds		
1.12.	Security Agreement		
1.13.	Event of Default		
1.14.	Enforcement		
1.15.	Enforcement of the Security Agreement		
1.16.	Conversion		
1.17.	Conversion Right		
1.18.	Conversion Date		
1.19.	Conversion Notice		
1.20.	Early Redemption Amount		
1.21.	Final Redemption Amount		
1.22.	Form of Bonds		
1.23.	Notification of Allotment		
1.24.	Method of Sale		
1.25.	Exchange		
1.26.	Use of proceeds		

PROVISIONS RELATING TO INTEREST PAYABLE			
		UNSE7Y	SE7Y
2.1	Fixed Rate Bond Provisions		
i.	Fixed Rate of Interest		
ii.	Fixed Coupon Amount		
iii.	Day Count Fraction		
iv.	Offer opens:		
v.	Offer closes:		
vi.	Allotment date:		
vii.	Announcement date:		
viii.	Payment date:		
ix.	Issue Date:		
x.	Interest Commencement Date		
xi.	Maturity Date		
xii.	Delivery date:		
xiii.	Interest Payment Dates		

PROVISIONS REGARDING ISSUER'S CALL OPTION			
		UNSE7Y	SE7Y
3.1.	Issuer's Call Option		
3.2.	Notice Period		
3.3.	Third Party Approvals required		

Note: Bonds may only be redeemed in accordance with the Terms and Conditions of the Bonds.

GENERAL			
		UNSE7Y	SE7Y
4	Additional selling restrictions		
5.	Settlement procedures and settlement instructions		
6.1.	Beneficiary Name:		
6.2.	Beneficiary Account Number		
6.3.	IBAN Number:		
6.4.	Beneficiary Bank Name		
6.5.	Beneficiary Bank's Address		
7.	ISIN Number		
8.	Business Day Convention		
9.	Notices		

MATERIAL ADVERSE CHANGE STATEMENT

INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER

LISTING PARTICULARS

RESPONSIBILITY

BLUELIFE LIMITED
Signed on day-month-year
By: _____
By: _____

APPENDIX 3: FORM OF BOND CERTIFICATE

BOND CERTIFICATE TRANCHES [*] CERTIFICATE NUMBER:

BLUELIFE LIMITED

(Incorporated as a public company with limited liability on 16 April 2004 in the Republic of Mauritius) (Company Number C50411)

MUR 500,000,000

Bond Programme

ISSUE OF UNSECURED/ SECURED CONVERTIBLE REDEEMABLE BONDS DUE []

This Bond Certificate certifies that [*] of [*] (the 'Bondholder') is, as at the date hereof, registered as the holder of [nominal amount] of unsecured/secured Bond referred to above (the 'Bonds') of BlueLife Limited (the 'Issuer') as set out in the Programme Memorandum dated [] as amended and supplemented by the terms and conditions specified in the Applicable Pricing Supplement dated [] (collectively, the 'Terms and Conditions'). The Bonds are subject to the terms and conditions (the 'Terms and Conditions') endorsed hereon. Expressions defined in the Terms and Conditions have the same meanings in this Bond Certificate.

The Issuer, for value received, promises in accordance with the Terms and Conditions to pay to:

of _____

as the registered holder hereof upon presentation and if appropriate, surrender hereof on the Redemption Date (or such earlier date as the amount payable upon prepayment in accordance with the Terms and Conditions), the nominal amount of

[amount in figures]

[amount in words]

(or so much thereof as may then be outstanding) and to pay interest on such nominal amount from the Issue Date in arrears at the rates, in the amounts and on the dates for payment provided for in the Terms and Conditions and the Applicable Pricing Supplement together with such other sums and additional amounts (if any) as may be payable under the Terms and Conditions and the Applicable Pricing Supplement.

For the purposes of this Bond Certificate, (a) the holder of the Bond(s) represented by this Bond Certificate is bound by the provisions of the Programme Memorandum, the Applicable Pricing Supplement, the Bondholders' Representative Agency Agreement, the Agency Agreement or a Security Agreement, (b) the Issuer certifies that the Bondholder is, at the date hereof, entered in the Register as the holder of the Bond(s) represented by this Bond Certificate, (c) this Bond Certificate is evidence of entitlement only, (d) title to the Bond(s) represented by this Bond Certificate passes only on due registration on the Register, and (e) only the duly registered holder of the Bond(s) represented by this Bond Certificate is entitled to payments in respect of the Bond(s) represented by this Bond Certificate.

This Bond Certificate shall not become valid for any purpose until authenticated by or on behalf of the Registrar.

This Bond shall be governed by, and constructed in accordance with, the laws of the Republic of Mauritius.

IN WITNESS whereof the Issuer has caused this Bond Certificate to be executed on its behalf.

BlueLife Limited

By: _____ Dated: [**/**/**]

Authorised Signatory

CERTIFICATE OF AUTHENTICATION

This Bond is duly authenticated by or on behalf of [] as [Registrar] (without recourse, warranty or liability)

By: _____

Authorised Signatory

