

AIRMATE LTD (ADMINISTRATORS APPOINTED)

DEED OF COMPANY ARRANGEMENT

(under Section G of Sub-Part IV of Part III of the Insolvency Act 2009)

Between the Parties:

1. Mr. A. Sattar Hajee Abdoula, FCA and Mr. Arvindsingh K. Gokhool, FCCA of 9th Floor, Ebene Tower, 52 Cybercity, Ebene 72201, Republic of Mauritius, in their capacity as joint and several Deed Administrators of Airmate

(hereinafter the 'Deed Administrators')
2. Airmate Ltd (Administrators Appointed), a company incorporated and registered in the Republic of Mauritius with Company Number C60198 whose registered office is Air Mauritius Centre President John Kennedy Street Port Louis, Republic of Mauritius

(hereinafter 'Airmate')

Execution version

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PARTIES

- 1) Mr. A. Sattar Hajee Abdoula, FCA and Mr. Arvindsingh K. Gokhool, FCCA of 9th Floor, Ebene Tower, 52 Cybercity, Ebene 72201, Republic of Mauritius, in their capacity as joint and several Deed Administrators of Airmate

(hereinafter the 'Deed Administrators')
- 2) Airmate Ltd (Administrators Appointed), a company incorporated and registered in the Republic of Mauritius with Company Number C60198 whose registered office is Air Mauritius Centre President John Kennedy Street Port Louis, Republic of Mauritius

(hereinafter 'Airmate')

THE PARTIES AGREE as follows:

BACKGROUND

- [A] Airmate Ltd entered into voluntary administration on 22 April 2020 pursuant to sections 215 and 216 of the Insolvency Act.
- [B] The Administrators were authorised, by virtue of an order of the Supreme Court of Mauritius (Bankruptcy Division) dated 4 June 2021 in SC/COM/MOT/000301/2021 to call the watershed meeting under section 237 of the Insolvency Act on or at any time before 31 January 2022.
- [C] The Watershed Meeting of Airmate was held on 30 September 2021. At the Watershed Meeting the Creditors resolved that Airmate executes a Deed of Company Arrangement substantially in the form of the present document.
- [D] The Deed Administrators have consented to act as deed administrators of this Deed under the Insolvency Act 2009.
- [E] This document ("Deed") contains a debt restructuring plan which is aimed at allowing Airmate to continue as a going concern for the benefit of its creditors as a whole and, when it is executed by Airmate and the Deed Administrator, shall constitute the Deed of Company Arrangement of Airmate in accordance with Section G of Sub-Part IV of Part III of the Insolvency Act 2009.

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1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In the document, unless a contrary intention appears:

“Administration Debt”	means any debt incurred during the Administration and for which the Administrators are entitled to be indemnified pursuant to section 278 of the Insolvency Act;
“Administration Operational Liability”	means the liabilities which are incurred by the Administrators during the Voluntary Administration Period and for which the Administrators are personally liable pursuant to section 276 of the Insolvency Act;
“Administrators”	means Mr. A. Sattar Hajee Abdoula and Mr. Arvindsingh K. Gokhool, registered insolvency practitioners under the Insolvency Act 2009;
“Air Mauritius DOCA”	means the deed of company arrangement for Air Mauritius, which is to be voted on at the watershed meeting of Air Mauritius, as amended from time to time;
“Air Mauritius Limited”	means the holding company of Airmate, a company incorporated in Mauritius with Business Registration Number C07001600;
“Airmate”	means Airmate Ltd (Administrators Appointed), a company incorporated in Mauritius with Business Registration Number C60198;
“Appointment Date”	means 22 April 2020, the date on which the administration of Airmate started;
“Business Day”	means a day, other than a Saturday, Sunday or public holiday, on which banks are open for normal business in the Republic of Mauritius;



"Claims"	means, unless expressly provided otherwise, all debts payable by, and all claims against Airmate (whether present or future, certain or contingent, ascertained or sounding only in damages, or otherwise), being debts or claims any of the circumstances giving rise to which occurred, or which arise from a contract or relationship entered into, on or before the Appointment Date that would be admissible to proof against Airmate in accordance with the Insolvency Act, if Airmate had been liquidated and the liquidation is taken to have commenced on the Appointment Date;
	and the reference to a Claim of a specified creditor shall be interpreted accordingly;
"Companies Act"	means the Companies Act 2001 of the Republic of Mauritius;
"Costs"	includes costs, charges, fees, government charges, taxes and expenses, including those incurred for professional services or in connection with advisers, incurred in connection with the performance of the Administrators' and Deed Administrators' duties, obligations and responsibilities under the Insolvency Act and this Deed during the Administration Period and the Deed Period and includes any Administration Debt.
"Court"	means the Bankruptcy Division of the Supreme Court of Mauritius;
"Creditor"	means any person who has a Claim;
"Deed"	means this deed of company arrangement as amended from time to time;
"Deed Administrators"	means, jointly and severally, Mr. A. Sattar Hajee Abdoula and Mr. Arvindsingh K. Gokhool, in their capacity as administrators of this Deed and any successor to that office appointed under the Insolvency Act;
"Deed Administrators' Account"	means an account to be opened by and held in the name of the Deed Administrators in order to receive and make payments on behalf of Airmate pursuant to this Deed;
"Deed Commencement Date"	means the date of which this Deed is executed by the Deed Administrators and Airmate;
"Deed Completion Date"	means the date that this Deed is terminated in accordance with clause 11;



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“Deed Period”	means the period commencing on the Deed Commencement Date and ending on the Deed Completion Date (both dates inclusive);
“Directors”	means the directors of Airmate from time to time;
“Effective Date”	means the day that all of the conditions precedent contained in Clause 4 have been satisfied in accordance with their terms, being a date not later than the Funding Longstop Date;
“Funding Letter”	means the letter in the form set out in Schedule 2 and issued by Air Mauritius to fund Airmate and committing to pay an amount representing at least the total value of the payments to be effected under Clauses 5.4.1 to 5.4.3, subject to the conditions set out therein;
“Funding Longstop Date”	means 02 October 2021;
“Insolvency Act”	means the Insolvency Act 2009 of the Republic of Mauritius;
“MUR”	means Mauritian Rupee, the lawful currency of the Republic of Mauritius;
“Officer”	has the same meaning as in the Insolvency Act;
“Participant Creditor”	means any person who would have been entitled to prove in a liquidation of Airmate, if Airmate had been liquidated and the liquidation was taken to have commenced on the Appointment Date and whose debt has not been paid or extinguished as at the Deed Commencement Date and includes (without limitation) the Unsecured Creditors;
“Property”	has the meaning set out in Clause 9.4;
“Remuneration”	means the remuneration payable to the Administrators and the Deed Administrators for acting as: <ul style="list-style-type: none"> (a) the Administrators of Airmate pursuant to the Insolvency Act; and (b) the Deed Administrators of Airmate under this Deed;
“Residual Participant Creditors”	any Participant Creditor who has not been paid his entitlements under this deed by the Deed Administrators by 31 st October 2021;
“Shareholders”	means the holders of ordinary shares in the capital of Airmate as at the Appointment Date;

“Shareholder Loan”	means an unsubordinated shareholder loan extended by Air Mauritius to Airmate pursuant to the Funding Letter for an aggregate amount at least equal to the amount required to make the payments set out under Clauses 5.4.1 to 5.4.3, subject to conditions;
“Trust”	means a trust under the Trusts Act 2001 and set up pursuant to an instrument substantially in the form of a Trust Deed;
“Trust Deed”	means a deed in the usual form set out in Schedule 3;
“Unclaimed Funds”	any amount which remains unpaid or unutilised out of the Shareholder Loan as at 31 October 2021;
“Unsecured Creditors”	means the Creditors of Airmate and includes the creditors listed in Schedule 1;
“Unsecured Creditors Write-Off”	means a reduction of 50% of the Claims of the Unsecured Creditors on all amounts due to them by Airmate as at the Appointment Date;
“Voluntary Administration Period”	means the period during which Airmate is in voluntary administration under Sub-Part IV of Part III of the Insolvency Act and which is the period from the Appointment Date and ending on the Deed Commencement Date (both dates inclusive).
“Watershed Meeting”	means the meeting of the creditors of Airmate held on 30 September 2021.
“Watershed Meeting Resolution”	means the resolution adopted by the Participant Creditors at the Watershed Meeting that Airmate enters into a deed of company arrangement;

1.2. Interpretation

In the construction of this Deed, unless the context requires otherwise:

- 1.2.1. the Background sets out the intent of the Deed and forms an integral part thereof;
- 1.2.2. section and clause headings are inserted for convenience of reference only and shall be ignored in the interpretation of the Deed;
- 1.2.3. unless expressly stated otherwise, references to “Clause” and “Schedule” shall be to Clauses and Schedules of this Deed;
- 1.2.4. where a word or expression is defined in this Deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings;

- 1.2.5. references to (or to any provision of) the Deed shall be construed as references to the Deed or that provision as in force for the time being and as amended as permitted by law;
- 1.2.6. words importing the plural shall include the singular and vice versa and words of any gender shall each include the other genders;
- 1.2.7. references to a person shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or any state or any agency thereof;
- 1.2.8. references to any enactment shall be such enactment as amended, restated or re-enacted from time to time and shall include all delegated legislation made under it, with any amendments, consolidations, restatements and re-enactments of such delegated legislation;
- 1.2.9. a reference to a document (including this Deed) includes all amendments or supplements to, or replacements or novations of, that document;
- 1.2.10. a reference to any time is, unless otherwise indicated, a reference to that time in Mauritius;
- 1.2.11. a term defined in or for the purposes of the Insolvency Act has the same meaning when used in this Deed;
- 1.2.12. a reference to a party to a document includes that party's successors and permitted assignees;
- 1.2.13. any obligation or right in favour of two or more persons shall be interpreted as being due or capable of being exercised jointly and severally;
- 1.2.14. except where otherwise expressly provided, if the day on or by which any act, matter or thing is to be done as required by this Deed is a day other than a Business day, that act, matter or thing will be done on the immediately succeeding Business day; and
- 1.2.15. in the event of an application to Court by the Administrators or the Deed Administrators to obtain such Court order(s) as may be necessary to give effect to, or to enforce the terms of the present Deed, any delays set out herein or in the law (to the extent that they are capable of extension by consent) shall be suspended until the application is finally determined by the Court, unless the Deed Administrators determine otherwise.

1.3. Bar to Claims

This Deed may be pleaded and tendered by:

- 1.3.1. Airmate against any person having or asserting a Claim which is released, discharged and extinguished by this Deed; and
- 1.3.2. the recipient (including any Director) of any release or covenant contained in this Deed, as an absolute bar and defence to any legal proceeding brought or made at any time in respect of a claim, release or covenant as the case may be.

1.4. Required provisions

To the extent that the Insolvency Act requires any provision to be included in this Deed which is not expressly included in this Deed, such provision will be deemed to be included in this Deed.



1.5. Inconsistencies

- 1.5.1. If there is any inconsistency between the provisions of this Deed and the Insolvency Act, this Deed prevails to the extent permitted by law.
- 1.5.2. If there is any inconsistency between the provisions of this Deed and the constitution of Airmate or any other obligation binding on Airmate, the provisions of this Deed prevail to the extent of the inconsistency, and all persons bound by this Deed agree to execute all documents and do all that is necessary to remove the inconsistency.

2. OPERATION

2.1. Commencement Date

This Deed will commence and take effect on the Deed Commencement Date.

2.2. Interim Effect

Without prejudice to the effect of section 263 of the Insolvency Act to the extent that a person would be bound by this Deed if it had already been executed, the person must not, at any time after the Watershed Meeting Resolution is passed but before this Deed is executed, do anything inconsistent with the terms of this Deed, except with the leave of the Court.

2.3. Termination

This Deed continues until it is terminated in accordance with Clauses 11 of this Deed.

3. EXECUTION OF DEED

3.1. Execution by all Parties

The continuing effectiveness of this Deed is subject to and conditional upon the execution of this Deed by each person named as a party to it.

3.2. Failure of execution

If this Deed has not been executed by each person named as a party to it on or prior to the expiration of 21 Days (or such further period as the Court allows or such further period as may apply *pro tempore* pending any application to Court) after the date on which the Watershed Meeting Resolution is passed, then the Administrators must apply to the Court for the termination of this Deed and the appointment of liquidators to Airmate in accordance with section 264 of the Insolvency Act.

4. CONDITIONS

4.1. Conditions

- 4.1.1. The obligation of Airmate to make the payments set out in clause 5 and the resumption of control of Airmate by the Airmate Directors are conditional upon:

- 4.1.1.1. The Air Mauritius DOCA being approved by the participant creditors of Air Mauritius at the watershed meeting of Air Mauritius, which is to be held on 28 September 2021 (and any adjournments to such a meeting);
- 4.1.1.2. The Air Mauritius DOCA being executed by the parties thereto in accordance with section 261 of the Insolvency Act on or before the Funding Longstop Date;
- 4.1.1.3. Air Mauritius having received funding pursuant to Clauses 4.1.1.1 or 4.1.1.2 of the Air Mauritius DOCA;
- 4.1.1.4. The Shareholder Loan having been made available to Airmate by the Funding Longstop Date; and
- 4.1.1.5. Without prejudice to the rights and entitlements of the Participant Creditors under this Deed if conditions in Clause 4.1.1.4 are met, such other or alternative funding being made available to Airmate as the Deed Administrators may agree to.
- 4.1.2. The conditions set out in Clauses 4.1.1.4 and 4.1.1.5 are for the benefit of the Deed Administrators and may be waived or varied by the Deed Administrators in writing.

4.2. Obligation to satisfy conditions

To the extent that it is within the relevant party's control, the parties must use reasonable endeavours to ensure that the conditions referred to in clause 4 are satisfied.

4.3. Consequence of non-satisfaction of conditions

- 4.3.1. Subject to clause 4.3.2, if each of the conditions referred to in clause 4 (but without prejudice to the entitlements of the Participant Creditors under this Deed if conditions 4.1.1.1 and 4.1.1.5 are met) are not satisfied by the Funding Longstop Date, the Deed Administrators will convene a Creditors' meeting to consider a variation to this Deed or the termination of this Deed pursuant to sections 271 or 275 of the Insolvency Act.
- 4.3.2. In the event of an application to Court by the Deed Administrators to obtain such Court order(s) as may be necessary to give effect to, or to enforce the terms of the present Deed, the delay set out in clause 4.3.1 shall be suspended until the application is finally determined by the Court, unless the Deed Administrators determine otherwise in accordance with the terms of this Deed.

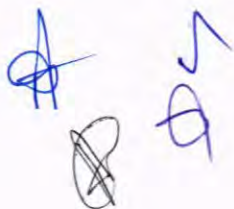
5. TREATMENT OF CREDITORS

5.1. Compromise of Claims

Subject to Clause 4 the Claims of each Unsecured Creditor are compromised, amended and reduced by the Unsecured Creditor Write-Off, and each Unsecured Creditor unconditionally releases Airmate in respect of the Unsecured Creditor Write-Off pursuant to this Clause 5.1.

5.2. Waiver

Subject to having received his full entitlement under clause 5.4, every Participant Creditor waives any default or breach by Airmate of any agreement to which Airmate and the Participant Creditor is a party that occurred on or prior the Deed Commencement Date.



5.3. Receipt of funds

The Shareholder Loan shall be made available in the Deed Administrators' Account held in the name of the Deed Administrators and the Deed Administrators shall forthwith be notified in writing of the transfer and apply the Shareholder Loan pursuant to this clause 5.3 on behalf of Airmate.

5.4. Order of payments

The Deed Administrators shall apply the proceeds of the Shareholder Loan in the following manner, by 31 October 2021:

- 5.4.1. first, in the order of priority provided for by the Insolvency Act and without a waiver of the lien of the Administrators under section 278 of the Insolvency Act, for the period during the Voluntary Administration Period and ending as at the Deed Commencement Date, any outstanding Remuneration, Costs, Administration Operational Liabilities and any expenses and liabilities incurred and admitted by the Administrators, including (without limitation): professional fees incurred, unpaid salaries, amounts representing notice in lieu of termination of contracts of employment and payments outstanding to suppliers of Airmate for continuing the business of Airmate during the Voluntary Administration Period;
- 5.4.2. second, by making the payments set out and due under Clause 10;
- 5.4.3. third, by paying Participant Creditors in accordance with their entitlements set out in clause 5.1;
- 5.4.4. fourth, transfer the Unclaimed Funds into a Trust in accordance with Clause 11.3.2.

5.5. Administration Operational Liabilities

For the avoidance of any doubt, subject to the foregoing, the Administration Operational Liabilities and entitlements of creditors post the Appointment Date rank ahead of the Participant Creditors.

6. CLAIMS

6.1. Release of Claims

- 6.1.1. Airmate shall be released from all Claims against it by Participant Creditors as well as any other claims, obligations, debts, costs or damages on or from the date of final payment of the amounts due under clauses 5.4.1 to 5.4.3.
- 6.1.2. The Participant Creditors must accept their entitlements under this Deed in full satisfaction and complete discharge of all debts or claims which they have or claim to have against Airmate as at the Appointment Date.
- 6.1.3. Participant Creditors shall, if required by the Deed Administrators, execute and deliver to the Deed Administrators such form or release of their Claims, or other claims express to be released by this Deed, as the Deed Administrators requires.

- 6.1.4. If the Administrators have paid to the Participant Creditors their full entitlements under this Deed, all debts or claims, present or future, actual or contingent, due or which may become due by Airmate as a result of anything done or omitted by or on behalf of Airmate before the Appointment Date and each Claim against Airmate as a result of anything done or omitted by or on behalf of Airmate before the Appointment Date is extinguished.
- 6.1.5. This Deed may be pleaded by Airmate against any Creditor in bar of any debt or Claim that is admissible under this Deed and a Creditor (whether the creditor's debt or claim is or is not admitted or established under this Deed) must not, before the termination of this Deed:
- 6.1.5.1. take or concur in the taking of any step to wind up Airmate; or
 - 6.1.5.2. except for the purpose and to the extent provided in this Deed, institute or prosecute any legal proceedings in relation to any Claim or debt incurred or alleged to have been incurred by Airmate before the Appointment Date; or
 - 6.1.5.3. take any further step (including any step by way of legal or equitable execution) in any proceedings pending against or in relation to Airmate at the Appointment Date; or
 - 6.1.5.4. exercise any right of set-off or cross-action to which the Creditor would not have been entitled had Airmate been wound up at the Appointment Date; or
 - 6.1.5.5. commence or take any further step in any arbitration against Airmate or to which Airmate is a party.
- 6.1.6. The release of Airmate from a debt under this Deed does not discharge or otherwise affect the liability of either (i) a guarantor of a debt or Claim, or (ii) a person who has indemnified the Participant Creditor in relation to the debt or Claim.

6.2. Calling for proofs of Claim

- 6.2.1. The Deed Administrators may call for proofs of Claims and adjudicate thereon.

6.3. Maintenance of the Schedules

The Deed Administrators shall maintain the Schedules to this Deed up-to-date.

6.4. Amendment of Claims

The Deed Administrators shall enter a Claim by a creditor on the Schedules in accordance with his determination or, as appropriate, amend the Schedules in accordance with any such order of a Court as the case requires.

6.5. Late entry of Claims

- 6.5.1. The Deed Administrators may in their absolute discretion accept a written notification of a Claim from a person at any time after the Deed Appointment Date and irrespective of whether any payments have been made to Participant Creditors, but without prejudice to any Participant Creditor's rights to its entitlements under clause 5.1 of this Deed. If the Deed Administrators are satisfied that the Claim (or part of it) is a valid Claim, they may enter it (or that part) on the applicable Schedules.

6.5.2. A Participant Creditor shall only be entitled to payments in respect of any Claim as a Participant Creditor under this Deed from the date on which the Deed Administrators enter the Claim on the relevant Schedule.

6.5.3. The relevant Participant Creditor shall have no entitlement to any payments prior to the date on which the Deed Administrators enter the Claim on the Participant Creditors' Schedule.

6.5.4. It shall be incumbent on the relevant Participant Creditor to put in a proof of Claim for any Claim it may have promptly and without any delay. Time will be of the essence in respect of each and every obligation of a creditor or a person notifying a Claim pursuant to this clause.

6.6. Correction of errors

If the Deed Administrators consider that a Claim or any part of it has been incorrectly entered on the Schedules, then they shall notify the relevant Participant Creditor and the Claim will thereupon be removed in whole or in part from the Schedules as may be determined by the Deed Administrators. The Deed Administrators shall not have any personal liability to any person in respect of any incorrect entry on the Schedules.

6.7. Payments after Court order or correction of errors

If, at the time of any entry on, or amendment to, the Schedules, any payments have been made to Participant Creditors, the following provisions will apply:

6.7.1. if the effect of that entry or amendment is to extinguish the amount of a person's Claim, that person must at once repay to Airmate on demand, by way of restitution, the total amount paid in respect of that Claim;

6.7.2. if the effect of that entry or amendment is to reduce the amount of a person's Claim, that person must at once repay to Airmate on demand, by way of restitution, the amount paid that exceeds the amount the person would have been entitled to receive if that person's Claim had been originally admitted for the reduced amount;

6.7.3. if the effect of that entry or amendment is to cause a person to become a Participant Creditor, the person is entitled to be paid out of any subsequent money available for payment pursuant to this Deed, before the available money is applied to pay other Participant Creditors, the payment that the person would have been entitled to receive if the person's Claim had been originally admitted in accordance with this Clause; and

6.7.4. if the effect of that entry or amendment is to increase a person's Claim, the person is entitled to be paid out of any subsequent money available for payment pursuant to this Deed, before the available money is applied to pay other Participant Creditors, any additional payment the person would have been entitled to receive if all of the person's Claim had been originally admitted in accordance with this clause.

In respect of clauses 6.7.3 and 6.7.4, the person is not entitled to disturb any payments to Participant Creditors made before the relevant entry or amendment to the Schedules is made by the Deed Administrators.

6.8. Property available to Participant Creditors and related matters

6.8.1. No other money or property of Airmate is or will be available to be distributed to the Participant Creditors under this Deed other than the funds made available pursuant to the Shareholder Loan.

- 6.8.2. The only property that is available to pay the Residual Participant Creditors under the Trust is the Unclaimed Funds.
- 6.8.3. Interest does not accrue on, and is not payable in respect of, any Participant Creditor's Claims or Residual Participant Creditor's Claims.
- 6.8.4. The rule against double proofs applies to Claims under this Deed and a Creditor is only entitled to be admitted in relation to a Claim once.
- 6.8.5. The amount of the Claim that has been admitted to proof is reproduced in the Schedules in MUR.

6.9. Determination of Claims

- 6.9.1. Sections 305, 306 and 307 of the Insolvency Act apply to Claims under this Deed as if references to the liquidator were references to the Deed Administrators and references to liquidation were references to this Deed, and with such other modifications as are necessary to give effect to this Deed, except to the extent that those provisions are varied or excluded expressly or impliedly by this Deed.
- 6.9.2. The Deed Administrators may make interim distributions and payments under this Deed.
- 6.9.3. The Deed Administrators may make any distribution by cheque or by electronic funds transfer to a bank account nominated by the relevant Participant Creditor.
- 6.9.4. Subject to the provisions of the Insolvency Act and the terms of this Deed, the Deed Administrators have an absolute and unfettered discretion as to the admission of Claims, and the amount and timing of payment of admitted Claims.
- 6.9.5. Where the Deed Administrators propose to reject a Claim (whether in part or in full) the Deed Administrators shall send a notice to the Participant Creditor informing the Creditor of the proposed rejection and giving the party 14 days within which to make an application to Court to determine questions relating to the Claim.

7. DEED ADMINISTRATORS

7.1. Appointment

The Administrators are appointed jointly and severally as Deed Administrators, to administer the Deed, with effect as from the Deed Commencement Date.

7.2. Acceptance of Appointment

The Deed Administrators:

- 7.2.1. accept their appointment as deed administrators under the Insolvency Act of the Deed;
- 7.2.2. agree to act as deed administrators under the Insolvency Act of the Deed during the Deed Period or until the Deed Administrators retire or are removed from office in accordance with this Deed or the Insolvency Act; and
- 7.2.3. confirm that under section 255 (3) of the Insolvency Act they are not disqualified from accepting the appointment as deed administrators of the Deed under the Insolvency Act.



7.3. Deed Administrators' role

In exercising the powers conferred by the Deed and carrying out the duties arising under the Deed, the Deed Administrators will:

- 7.3.1. until the Effective Date, act as agent for and on behalf of Airmate; and
- 7.3.2. following the Effective Date act as independent and separate third parties exercising and performing the particular rights, functions and obligations specifically set out in this Deed and the Insolvency Act.

7.4. Extent of Responsibilities

The Deed Administrators shall have no duties or responsibilities except those expressly set forth in this Deed and in Part III, Sub-Part IV, Section F of the Insolvency Act.

7.5. Discretion to Act

Notwithstanding anything to the contrary in this Deed, the Deed Administrators are not obliged to do or omit to do anything if, in their opinion, such thing would or might constitute a breach of any law or regulation or a breach of any duty or render them liable to any person.

7.6. Instructions

The Deed Administrators shall have no obligation to seek or act on the instructions of any Creditor of Airmate unless, and to the extent, expressly specified in this Deed.

7.7. No Monitoring

The Deed Administrators are not required to enquire or investigate as to the compliance by any party of their obligations under this Deed.

7.8. Reliance on documents and experts

The Deed Administrators shall be entitled to rely on:

- 7.8.1. communications, documents or agreements believed by the Deed Administrators to be genuine and correct; and
- 7.8.2. advice and statements of lawyers and other experts or professionals selected by them, and shall be protected in so relying, save for their own gross negligence or fraud.

7.9. Deed Administrators' resignation

The Deed Administrators may resign at any time by giving not less than 28 days' prior written notice to Airmate in which event the Deed Administrators must:

- 7.9.1. convene a meeting of Participant Creditors for the purpose of nominating replacement Deed Administrator(s);
- 7.9.2. assign to such replacement Deed Administrator(s) the Deed Administrators' rights, title and benefit under this Deed; and
- 7.9.3. do all things reasonably necessary to effect the assignment referred to in clause 7.9.2 including making available to the replacement Deed Administrator(s) all documents and records relating to the business operations of Airmate in their possession or control.

8. POWERS OF THE DEED ADMINISTRATORS

8.1. General Powers prior to the Effective Date

Prior to the Effective Date, the Deed Administrators are entitled to exercise all the rights, powers, privileges, authorities and discretions which are conferred by Airmate's constitution or otherwise by law on the Directors to the exclusion of the Directors, provided that the Deed Administrators will not be responsible for such statutory obligations that may continue to be imposed on the Directors prior to the Effective Date. The Deed Administrators shall make available to the Directors all documents and records relating to the business operations prior to the Effective Date.

8.2. Additional Powers prior to the Effective Date

Without limiting the powers in clause 8.1 of this Deed, and for the purpose only of administering this Deed from the Deed Commencement Date until the Effective Date, the Deed Administrators have the following powers:

- 8.2.1. to enter upon or take possession of the property of Airmate;
- 8.2.2. to lease or let on hire property of Airmate;
- 8.2.3. to insure property of Airmate;
- 8.2.4. to insure the Deed Administrators for actions taken during the Deed Period;
- 8.2.5. to repair or renew property of Airmate;
- 8.2.6. to call in, collect or convert into money the property of Airmate;
- 8.2.7. to administer the funds available for the payment of Claims in accordance with the provisions of this Deed;
- 8.2.8. to borrow in the name of Airmate;
- 8.2.9. to bring, prosecute and defend in the name and on behalf of Airmate or in the name of the Deed Administrators any actions, suits or proceedings;
- 8.2.10. to refer to arbitration any question affecting Airmate;
- 8.2.11. to resolve any dispute of any nature commercially;
- 8.2.12. to convene and hold meetings of the Creditors of Airmate for any purposes the Deed Administrators think fit;
- 8.2.13. to appoint agents (including the Directors) to do any business or to attend to any matter or affairs of Airmate that the Deed Administrators are unable to do, or that it is unreasonable to expect the Deed Administrators to do, in person;
- 8.2.14. to engage or discharge employees on behalf of Airmate;
- 8.2.15. to appoint attorneys and/or Counsel, accountants or other professionally qualified persons to assist the Deed Administrators;
- 8.2.16. to permit any person authorised by the Deed Administrators to operate any account in the name of Airmate;

- 8.2.17. to do all acts and execute in the name and on behalf of Airmate all deeds, receipts and other documents, using a common or official seal when necessary;
- 8.2.18. to prove in the bankruptcy of any contributory or debtor of Airmate or under any deed executed under the Insolvency Act 2009;
- 8.2.19. subject to the Insolvency Act, to prove in the liquidation of any contributory or debtor of Airmate or under any scheme of arrangement entered into, or deed of company arrangement executed, under the Companies Act or the Insolvency Act;
- 8.2.20. to draw, accept, make or endorse any bill of exchange or promissory note in the name and on behalf of Airmate;
- 8.2.21. to take out letters of administration of the estate of a deceased contributory or debtor, and do any other act necessary for obtaining payment of any money due from a contributory or debtor, or the estate of a contributory or debtor, that cannot be conveniently done in the name of Airmate;
- 8.2.22. to defend any application for the liquidation of Airmate;
- 8.2.23. to control Airmate's business, property and affairs;
- 8.2.24. to carry on the business of Airmate on such terms and conditions and for such purposes and times and in such manner as they think fit subject only to the limitations imposed by this Deed;
- 8.2.25. to perform any function and exercise any power that Airmate or any of the Directors could perform or exercise if Airmate was not subject to this Deed;
- 8.2.26. to compromise any Claims brought by or against Airmate on such terms as the Deed Administrators think fit and to take security for the discharge of any debt forming part of the property of Airmate;
- 8.2.27. to file any tax return and pay any taxes due;
- 8.2.28. to do anything that is incidental to exercising a power set out in this Clause; and
- 8.2.29. to do anything else that is necessary or convenient for the purpose of administering this Deed.

8.3. General Powers following the Effective Date

Following the Effective Date, the Deed Administrators shall exercise the rights, powers, authorities duties and discretions specifically given to the Deed Administrators from the Effective Date under or in connection with this clause 8.3 together with any other incidental rights, powers, authorities and discretions. From the Effective Date until the termination of the appointment of the Deed Administrators:

- 8.3.1. the Deed Administrators shall only be responsible to perform their obligations set out in these clauses 8.3 and 8.4;
- 8.3.2. save and except as set out herein for the purposes of giving effect to this Deed, but not otherwise, the Deed Administrators shall not have any power or responsibility to manage or control the business and affairs of Airmate; and

- 8.3.3. The board of directors of Airmate shall be responsible for managing and controlling the business and affairs of Airmate in accordance with section 129 of the Companies Act.

8.4. Specific Powers following the Effective Date

Without limiting the powers in clause 8.3 of this Deed or otherwise under the Insolvency Act or at law and for the purposes only of administering the Deed and performing their obligations under this Deed following the Effective Date, the Deed Administrators have the following powers:

- 8.4.1. to convene and hold meetings of the Creditors of Airmate for any purposes the Deed Administrators think fit;
- 8.4.2. to obtain any information from the Directors or any employee, servant or agent of or adviser to Airmate as they may require to perform their duties under this Deed;
- 8.4.3. to inspect all books and records of Airmate as they may require to perform their duties under this Deed;
- 8.4.4. to apply to Court to determine or seek directions on any matters relating to this Deed or the operation of this Deed in respect of deed administration of Airmate and/or to enforce or give effect to this Deed in Mauritius or elsewhere;
- 8.4.5. to appoint agents to assist them in their duties on such terms and subject to such conditions as the Deed Administrators think fit, and at their discretion to dismiss any such persons so appointed;
- 8.4.6. to settle the Trust to be created pursuant to Clause 11.3 and to appoint a qualified trustee (as defined under the Trusts Act) in relation thereto;
- 8.4.7. to do anything that is incidental to exercising a power set out in this Clause;
- 8.4.8. to do anything else that is necessary or convenient for the purposes of administering or enforcing this Deed;
- 8.4.9. during the Deed Period, take such action as they consider appropriate in their absolute discretion in response to any claim made or action taken by any Participant Creditor in breach of the terms of this Deed or otherwise.

8.5. Creditors Meetings

Section 232 of the Insolvency Act shall apply to a meeting of creditors called by the Deed Administrators and any reference to an administrator therein shall be read as a reference to the Deed Administrators.

8.6. Reporting

Except as required by law, the Deed Administrators are not required to report to Participant Creditors. However, the Deed Administrators may, in their absolute discretion, report to Participant Creditors during the Deed Period at such times as the Deed Administrators consider appropriate and on matters which the Deed Administrators consider ought to be brought to the attention of the Participant Creditors.



8.7. Attorneys, Counsel and Consultants

- 8.7.1. The Deed Administrators may engage attorneys, Counsel and consultants and professionals, and Airmate will pay (as the Deed Administrators' Costs) all costs of any solicitors, consultants and professionals (including without limitation, a qualified trustee) engaged by the Deed Administrators.
- 8.7.2. The Deed Administrators may delegate (including to the Directors) their powers under this clause 8 including by way of appointing agents and authorising such agents to act on behalf of the Deed Administrators.

8.8. No Personal Liability

- 8.8.1. The Administrators and the Deed Administrators shall have no personal liability for any acts, matters or omissions relating to things done or not done in that capacity in good faith and without gross negligence, including (without limitation and to the maximum extent permitted by law) any liability relating to any amounts payable by the Administrators or the Deed Administrators for services rendered, goods bought or property hired, leased, used or occupied by or on behalf of Airmate.
- 8.8.2. None of the Administrators, Deed Administrators, the Administrators' or Deed Administrators' advisers or any agents employed by the Deed Administrators shall be personally liable for anything done, directly or indirectly, in connection with (i) the administration of Airmate during the Voluntary Administration Period and/or (ii) the preparation, implementation or conduct of the administration of the Deed in general or in connection with any associated agreement or arrangement.
- 8.8.3. Subject to any relevant provisions of the Insolvency Act, the Administrators and Deed Administrators shall not be personally liable for:
- 8.8.3.1. any debts, liabilities, obligations or claims of any kind whatsoever incurred by or on behalf of Airmate whether before, during or after Deed Period; or
- 8.8.3.2. any loss or damage of any kind whatsoever.
- 8.8.4. The Administrators or the Deed Administrators shall not be responsible for or have any personal liability for any failure by Airmate (or by any other party to this Deed) to observe or perform that party's obligations under this Deed.
- 8.8.5. The Administrators or the Deed Administrators are not personally liable where they have acted in good faith and without gross negligence for:
- 8.8.5.1. any loss or claim arising out of or in connection with this Deed, any other document or the administration or deed administration of Airmate (whether in contract, tort or otherwise);
- 8.8.5.2. any debt, liability or other obligation which they may properly incur on behalf of Airmate in the administration and implementation of this Deed;
- 8.8.5.3. (without prejudice to clause 8.8.1) any liabilities, claims, debts, costs or expenses (of any kind whatsoever) Airmate incurred or arising in any way whatsoever on or after the Deed Commencement Date;
- 8.8.5.4. any loss or damage caused by any act, default or omission by them or on their behalf in the performance of their duties or the exercise of their functions and powers under this Deed.

8.8.6. This clause 8.8 shall continue to apply notwithstanding the termination of this Deed.

9. BINDING EFFECT OF DEED AND MORATORIUM

9.1. Binding Effect of Deed

With effect from the execution of the Deed by Airmate, the Deed Administrators and the Directors and until the Deed is terminated, it shall be binding on the following persons:

- 9.1.1. all Participant Creditors;
- 9.1.2. Airmate itself;
- 9.1.3. Airmate's Officers and Shareholders; and
- 9.1.4. the Deed Administrators.

9.2. Application of s. 265 of the Insolvency Act

The above provision is in addition to and not in derogation from the provisions of Section 265 of the Insolvency Act.

9.3. Moratorium

With effect from the Deed Commencement Date and until the Deed is terminated, no person who is bound by the terms of the Deed shall:

- 9.3.1. apply, or continue with an application, to the Court for the appointment of a liquidator or receiver of Airmate;
 - 9.3.2. make any out-of-court appointment of any receiver or manager or administrator over Airmate or its Property;
 - 9.3.3. except with the permission of the Court, begin or continue proceedings against Airmate or in relation to any of its Property; or
 - 9.3.4. except with the permission of the Court, begin or continue an enforcement process against Airmate's Property.
- 9.4. "Property" in clause 9.3.3 means all the assets of Airmate and also shall include property used or occupied by Airmate or in its possession.

10. DEED ADMINISTRATORS' REMUNERATION AND INDEMNITY

10.1. Remuneration

- 10.1.1. The Deed Administrators are entitled to Remuneration and Costs on the basis of the time spent by the Deed Administrators, their partners and staff in the performance of services in connection with or in relation to the deed administration of Airmate under the Insolvency Act and this Deed and such time will be charged at the Deed Administrators' standard rates, from time to time, for work of that nature.

- 10.1.2. The Deed Administrators' Remuneration and Costs shall be charged as an operating expense of Airmate.

10.2. Indemnity

- 10.2.1. The Deed Administrators are entitled to be indemnified and to be kept indemnified by Airmate for their Costs, disbursements and liabilities, except for liabilities arising out of the Deed Administrators' fraud, wilful misconduct, or gross negligence.

- 10.2.2. Without derogation from the generality of clause 10.2, the Deed Administrators and Administrators (whether or not they are still acting in either capacity) are entitled to be indemnified by Airmate for:

- 10.2.2.1. all debts, liabilities, actions, suits, proceedings, accounts, claims, damages, awards and judgments whatsoever arising out of or in any way connected to the administration or deed administration of Airmate or their role as Administrators or Deed Administrators (including without limitation arising from any exercise of rights, powers, privileges, authorities and discretions conferred under clause 8.1 (General Powers prior to the Effective Date) and incurred or sustained in good faith and without gross negligence;

- 10.2.2.2. any amount which the Administrators or Deed Administrators is, or would but for the transactions contemplated by this Deed be entitled to be indemnified out of the assets of Airmate for, in accordance with the Insolvency Act at law or in equity;

- 10.2.2.3. any debts, liabilities, damages, losses and remuneration to which the statutory indemnity under section 278 of the Insolvency Act applies;

- 10.2.2.4. any amount for which the Administrators or Deed Administrators are entitled to exercise a lien at law or in equity on the property of Airmate;

- 10.2.2.5. the Administrators and the Deed Administrators' Costs and Remuneration; and

- 10.2.2.6. all debts, liabilities, actions, suits, proceedings, accounts, claims, damages, awards and judgments arising out of or in the course of the Deed and incurred or sustained in good faith and without gross negligence.

- 10.2.3. The indemnity in Clause 10.2 will take effect on and from the Deed Commencement Date in accordance with section 261 of the Insolvency Act and shall be without limitation as to time and shall inure for the benefit of the Deed Administrators or the Administrators notwithstanding their removal or the termination of this Deed for any reason whatsoever. The indemnity in Clauses 10.2 and 10.2.2 shall also not be affected, limited or prejudiced in any way by any irregularity, defect or invalidity in the appointment of the Administrators or the Deed Administrators.

- 10.2.4. Clauses 10.2, 10.2.2 and 10.2.3 shall continue to apply notwithstanding the termination of the Deed.

- 10.2.5. The indemnity under Clauses 10.2, 10.2.2 and 10.2.3 will not:

- 10.2.5.1. be affected, limited or prejudiced in any way by any irregularity, defect or invalidity in the appointment of the Administrators or the Deed Administrators and extends to cover any actions, suits, proceedings, accounts, liabilities, claims and demands arising in any way out of any defect in the appointment of the Administrators or Deed Administrators or defect in the approval or execution of the Deed or otherwise; or

- 10.2.5.2. affect or prejudice all or any rights that the Administrators or Deed Administrators may have against Airmate or any other person to be indemnified against the Costs, and liabilities incurred by the Deed Administrators in the performance of, or incidental to, any of the powers or authorities conferred on the Administrators or Deed Administrators by the Deed or otherwise.
- 10.2.6. Subject to section 278 of the Insolvency Act, the Deed Administrators' right of indemnity under clauses 10.2, 10.2.2 and 10.2.3 have priority over any other Claims.
- 10.2.7. The provisions of this Clause 10.2 are in addition to and not in derogation from any right of the Administrators under section 278 in their capacity as administrators.

11. TERMINATION OF THE DEED

11.1. Termination upon satisfaction of Claims

Once all payments have been paid pursuant to clause 5 and is certified by the Deed Administrators to have been paid in full, the appointment of the Deed Administrators shall end and the Deed Administrators shall vacate office forthwith.

11.2. Termination by the Court or by Creditors

The Deed may be terminated by the Court or by the creditors of Airmate in accordance with sections 273 or 274 of the Insolvency Act.

11.3. Termination by Conversion of Claims

- 11.3.1. Notwithstanding clauses 11.1 or 11.2, where a Participant Creditor has not been paid his or her entitlement under this Deed on or before the 31st of October 2021:
- 11.3.1.1. the Deed Administrators shall pay over any Unclaimed Funds in a Trust for the benefit of the Residual Participant Creditors;
- 11.3.1.2. the Residual Participant Creditors shall then be entitled to claim their entitlements under this Deed from the Trust and all their debts or claims, present or future, actual or contingent, due or which may become due to them by Airmate as a result of anything done or omitted by or on behalf of Airmate before the Appointment Date and each claim against Airmate as a result of anything done or omitted by or on behalf of Airmate before the Appointment Date are extinguished; and
- 11.3.1.3. this Deed shall come to an end upon Clause 11.3.1.1 being complied with.
- 11.3.2. A Creditor shall not be entitled to make a claim against, participate in or receive any distribution from, the Trust otherwise than with respect to a Claim (as defined hereinabove) which is admitted by the Trustees or the Court.
- 11.3.3. A Participant Creditor will have abandoned, and will be taken for all purposes to have abandoned, all Claims and all other entitlements (if any):
- 11.3.3.1. which have been rejected by the Deed Administrators or the Trustees and which are not the subject of any appeal or application to the Court within the time allowed under Clause 6.9.5 or the Trust Deed; or



11.3.3.2. which are not the subject of a proof lodged with the Trustees in the form required by the Trustees prior to the declaration of the last dividend to be paid to any Participant Creditor pursuant to the Trust Deed.

11.3.4. To the extent that input tax credits on admitted claims have been or will be claimed by Airmate, the parties agree and acknowledge that following the payment of distributions to Residual Participant Creditors by the Trustees from the Trust Fund, Airmate (acting through its directors) will be responsible for making any adjustment required by the provisions of the Value Added Tax Act insofar as those adjustments relate to those admitted claims.

11.4. Notice of Termination of Deed

11.4.1. Upon termination of the Deed in accordance with the provisions of Clauses 11.1, 11.2 or 11.3, the Deed Administrators or any one of them shall immediately certify, in writing that this Deed has been terminated and shall as soon as practicable, and in accordance with the provisions of the Insolvency Act as applicable, communicate a notice to the Director of Insolvency to that effect.

11.4.2. The termination of this Deed does not affect the previous operation of this Deed.

11.5. Removal of Deed Administrators

11.5.1. The Deed Administrators may be removed by the Court in accordance with section 256 of the Insolvency Act.

11.5.2. If this Deed is terminated or the appointment of the Deed Administrators end for whatever reason, Clauses 1.3, 8.8 and 10 hereof shall, which are for the benefit the Deed Administrators, survive such termination or end of appointment.

12. SURVIVAL OF CLAUSES

Notwithstanding any other provision of this Deed, Clauses 1, 5, 8.8, 9.3, 10 and 11.3 survive the termination of this Deed.

13. GENERAL PROVISIONS

13.1. Severance

If any provision of this Deed is or becomes (in whole or in part) illegal, ineffective, invalid or unenforceable, that provision (or the part thereof) will be severed from this Deed and the remainder of this Deed (without the severed part) shall continue to be effective, valid and enforceable.

13.2. Variation

Subject to the provisions of the Insolvency Act, a variation of any terms of this Deed must be in writing and signed by all parties to this Deed.

13.3. Assignment

Rights arising out of or under this Deed are not assignable by a party, except if the assignor

makes the assignment with the prior written consent of the other parties.

13.4. Waiver

No party to this Deed may rely on words or conduct (including any delay in exercising a right) of any other party as a waiver of any right under this Deed unless the waiver is in writing and signed by the party granting the waiver.

13.5. Execution in Counterparts

This Deed may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this Deed by signing any counterpart.

13.6. Execution in Good Faith

Each party and each person bound by this Deed agree to cooperate fully, to work together in good faith and to mutually assist each other in the performance of this Deed and do all things and execute all documents necessary to give full effect to this Deed and the transactions contemplated by it.

13.7. Governing Law

The Deed shall be governed by and construed in accordance with the laws of the Republic of Mauritius.

13.8. Jurisdiction

The Courts of the Republic of Mauritius shall have exclusive jurisdiction in respect of any dispute arising in connection with the Deed.

14. COMMUNICATIONS

14.1. Notice in writing

Any notice or document required to be given to or served upon any of the parties pursuant to or in connection with the Deed must be in writing.

14.2. How notice must be given and when received

14.2.1. Any notice to be given for the purposes of this agreement shall either be delivered personally or sent by first class recorded delivery post, courier, electronic mail or telefax (facsimile transfer).

14.2.2. Any communication to the Parties hereto shall be made to their respective addresses set out herein.

14.2.3. Any communication to a Participant Creditor shall be made at the last address (including his or her e-mail address and facsimile number) given by him or her to Airmate and communication to such address shall be deemed to have been received.



14.2.4. A notice shall be deemed to have been served as follows:

method of giving notice	when notice regarded as received
if personally delivered:	at the time of delivery;
if sent by local recorded delivery post:	at the expiration of 48 hours after the same was delivered into the custody of the postal authorities;
if sent by international recorded delivery post:	at the expiration of 9 days after the same was delivered into the custody of the postal authorities;
if sent by courier:	at the expiration of 5 days after the same was delivered into the custody of the courier service;
if sent by telefax (facsimile transfer) or electronic email:	at the expiration of 12 hours after despatch or after being sent, on a Business Day.

14.2.5. In proving such communication or service it shall be sufficient to prove that personal delivery was made or that the envelope containing such notice was properly addressed and delivered into the custody of the postal authorities as a pre-paid recorded delivery letter or courier package or that the telefax (facsimile transfer) or electronic mail was properly addressed and despatched or sent.

SCHEDULE 1 - UNSECURED CREDITORS

SN	Supplier/Employees	Claims (MUR)
1	Mungroo & Sons Ltd	1,627,608
2	KS Business	1,502,829
3	DTL Transport	653,503
4	Tropical Times Ltd	88,522
5	MCS Printing & Manufacturing Ltd	20,815
6	Ernst & Young	28,750
7	Convince Design Ltd	18,918
8	Ti-Caraye	18,700
9	Loul Co Ltd	11,250
10	Ekoffee	9,250
11	Ng Fat Cheung Sons Ltd	6,179
12	ADDIVIGADOO, Mr. Mevin	2,898
13	ALBERDY, Mr. Mohamad Yaseem	4,476
14	ANNIA, Mr. Sankar Rao (Girish)	642
15	ANSELINE, Miss Bibi Hasnaa	1,550
16	ANTONY, Mr. Sharvesh	3,172
17	APOLLON, Mr. Jean Clarel Stephano	2,620
18	APPADOO, Mr. Krisnah (Vinay)	6,256
19	APPADOO, Mr. Mahendra Kumar (Ajay)	6,238
20	APPIAH, Mr. Sanjivi (Anjoy)	2,520
21	ARMOOGUM, Mr. Jessen	9,192
22	AROEUM, Mrs. Marie Anais Elodie Christa (Anais)	1,385
23	AUBEELUCK, Miss Kaminee	834
24	AUKLOO, Mr. Anowar Hussain	15,784
25	AULEEBOCUS, Mr. Ahmad Jabid (Javed)	4,586
26	AUMEERALLY, Mr. Mohamad Jaweed	12,087
27	BABAJEE, Mr. Pravin	1,664
28	BABBOO, Mr. Antish	2,402
29	BABOORALLY, Mr. Ahmad Mubarak	2,712
30	BACORISEN, Mr. Diwakarsingh (Ashwin)	2,010
31	BACORISEN, Mrs. Rajwantee (Indira)	3,003
32	BADURALLY ADAM, Mr. Mohammad Mohayudeen (Adam)	1,169
33	BAHADOOR, Mr. Kavishek (Nitin)	720
34	BAHADOOR, Mr. Zahid	7,078
35	BAHSU, Mr. Muhammad Saahir	2,238
36	BAICHOO, Miss Faranaz Kawshar (Farah)	390
37	BAICHOO, Mr. Amrish	15,055
38	BALCHAND, Mr. Lackan (Anil)	2,708
39	BALGOBIN, Mrs. Palavi	5,910
40	BALJOO, Mr. Hemand Kumar (Avinash)	1,897
41	BALLYSING-RUTTUN, Mrs. Satrupa Ramnauth	7,928
42	BALNAC, Mr. Yeshan	3,863
43	BALTHAZARE, Mr. Farhaan	2,272
44	BANSEE, Mrs. Varsha	4,120
45	BANSY, Mr. Neeraj Arun	3,854
46	BARBE, Mr. John Rawling Vernons Bryan	6,422

SN	Supplier/Employees	Claims (MUR)
47	BASAMA, Mr. Ashnil (Arvind)	2,475
48	BASANT RAI, Mrs. Teecha (Teesha)	3,132
49	BEDASSE, Mr. Shailendra	1,252
50	BEEHARRY, Mr. Kooshal	7,704
51	BEEHARRY, Mr. Yannick Tony	12,190
52	BEEJADHUR, Mr. Kevind	3,154
53	BEESEON, Mr. Vinaye (Rakesh)	2,820
54	BEESEON, Mrs. Kalianee	2,145
55	BENEE, Mr. Rajiv	10,721
56	BHAWOONAUTH, Miss Shivanee	905
57	BHEECHOOK, Mr. Aneekesh (Girish)	8,260
58	BHEEKHA, Mr. Shyamlal (Sam)	10,287
59	BHOJO EMAMBOCUS, Mrs. Dhareena (Anju)	11,854
60	BHOLLAH, Miss Vijayalakshmi Devi (Neha)	1,383
61	BHOOBUN, Miss Kastoori Devi (Deeya)	2,091
62	BHOONAH, Miss Doomawtee (Surekha)	1,745
63	BHOTTOO, Mr. Vinay	14,239
64	BHUDHUNDEE, Mr. Jeetun (Rajiv)	6,883
65	BHUDHUNDEE, Mr. Pradeep	2,647
66	BHUGOBAUN THAJAH, Mrs. Smeera Kshiti Devi	3,121
67	BHUGOWON, Mr. Akash	3,418
68	BHUGOWON, Mr. Pritviraj (Ashok)	644
69	BHUJUN, Mr. Ravinduthsing (Vishal)	6,026
70	BHURTUN, Mr. Kaviraj (Avinash)	1,105
71	BHURTUN, Ms. Poolwantee (Sunita)	6,154
72	BISSESSUR, Miss Ikshu Bhavini (Ikshu)	1,385
73	BISSESSUR-ROOPAN, Mrs. Kavita Singh (Hemma)	2,821
74	BOLAKY, Mr. Ahmad Arshad (Arshad)	1,227
75	BONE CUNNIAH, Mr. Kamalen	567
76	BOODHNA, Miss Toshita (Angeli)	2,357
77	BOODHRAM, Miss Purdithi (Deepty)	675
78	BOODHUN, Mr. Jayram (Rishvi)	5,630
79	BOODHUN, Mr. Pravesh (Akash)	568
80	BOODHUN-BARAH, Mrs. Ameesha	7,446
81	BOOJHAWON, Mr. Preetum	4,015
82	BOOLAKY, Mr. Meeshallsingh (Vivek)	11,884
83	BOOLAKY, Mr. Oodesh (Navin)	7,123
84	BOOLUCK, Miss Deevya Darshini (Darshini)	1,349
85	BORTHOSOW, Miss Deebashry	1,598
86	BOTLARRYGADOO, Miss Kajhegee Vanessa	2,674
87	BUCKLAND, Mrs. Marie Nancy Cathleen	6,857
88	BUDDOO, Mr. Shakeelraza	22,758
89	BUDIA-PUNIE-PODANO, Mr. Dharam	6,409
90	BUNDHOO, Miss Vidya	2,002
91	BUNDHOO, Mr. Lutchmansing (Ravi)	6,460
92	BUNOMALLY, Miss Yhasnah	951

SN	Supplier/Employees	Claims (MUR)
93	BURTOLEEA, Mr. Mohammad Asleem Ashrafi	3,760
94	BUSSARUTH, Mr. Mohammad Ismed	8,086
95	BYARE SINGH, Mr. Souramanisingh (Darmen)	29,277
96	BYROOSING, Mrs. Hema (Tisha)	9,140
97	CALCUTTEEA, Mr. Sudesh Kumar (Sanjay)	2,479
98	CAMDEN, Mr. Ramasamy Mootosamy (Krisna)	3,753
99	CARPEN, Mr. Periemootoo (Jessen)	5,215
100	CASIMIR, Mrs. Marie Michele	6,954
101	CAULLY, Miss Karishma	2,769
102	CAUNHYE, Mr. Shehzad	4,870
103	CESAR, Miss Axelles Marie Eve Lucinda	108
104	CHAMROO, Mr. Anil	3,982
105	CHEEKHOORY, Miss Bibi Aissah (Aissah)	4,768
106	CHEKHOOREEAH, Mr. Roshan	750
107	CHETAMUN, Mr. Dhananjay (Neerveen)	2,576
108	CHETTIAR, Miss Malliga (Lakshmi)	1,775
109	CHINIAH, Mrs. Vanessa	3,004
110	CHINIEN CHETTY, Mr. Logeedassen	3,966
111	CHRISTIAN, Mr. Joseph (Dylan)	2,501
112	CHUMMUN, Miss Keshnee (Urvashi)	2,698
113	CHUMROO, Mr. Sharvan	2,270
114	CHUTTOO, Mr. Dharamveersing (Adarsh)	3,263
115	CHUTTOOREE, Mr. Ashwin (Nitish)	2,252
116	COLIN RAVINA, Mrs. Marie Annaelle (Annaelle)	4,230
117	CONSTANTIN, Miss Mary Joyce (Sonia)	3,737
118	COOLEN, Mr. Oulaganarden (Alvin)	1,841
119	CUNDEN, Mrs. Marie Juanita Kathy (Kathy)	1,583
120	CUNNIAH-DHAWKA, Mrs. Poonam	1,286
121	CURPEN, Mr. Harry Krishnah	5,726
122	CUTTUCK, Miss Raveena (Aureena)	1,720
123	DAUHAJEE, Mr. Sanjaye	13,754
124	DAULAT, Mrs. Bibi Falzana	621
125	DAWO, Mr. Krishnaduth	3,671
126	DEEPOO, Mr. Vivekanun Sharma (Vivek)	12,335
127	DELBARD, Mr. Mohammad Fezal	8,841
128	DHALAPAH BAICHO, Mrs. Natacha	951
129	DHOONOOAH, Miss Neha Devi	2,492
130	DHUNNOO, Mr. Luchman (Visham)	4,301
131	DHUNUNJOY, Miss Bhavna	1,349
132	DHUNUNJOY, Mr. Chamaduth (Manoj)	16,443
133	DIGPAUL, Mr. Teerateraj Sharmah	5,030
134	DILMAHOMED, Miss Bibi Fareeza (Fa)	13,675
135	DINDOYAL, Mr. Chandra (Kumar)	12,456
136	DINDOYAL, Mr. Sookraj	8,511
137	DINDOYAL-IRAPAH, Mrs. Lakshmi Devi	3,165
138	DINDYAL, Miss Shaline	812

SN	Supplier/Employees	Claims (MUR)
139	DIP-RAMKHALAWAN, Mrs. Yashoda (Karishma)	8,026
140	DOMAH, Mr. Rakesh	10,463
141	DOOKHUN, Mr. Hemraj (Sharvin)	3,435
142	DOOKHY, Mr. Dinesh	991
143	DOOLLEE, Mr. Toolseeprasad (Vitish)	3,291
144	DOOLOOA, Mr. Shubham Sharma (Bhavish)	1,908
145	DOOLUB, Miss Sanjeenee (Manisha)	1,248
146	DOOREEMEAH, Mr. Muhammad Arshaad Ali (Arshaad)	3,447
147	DORASAMI, Miss Marie Ingrid (Ingrid)	4,587
148	DOSS, Miss Maheshwaree (Shweta)	688
149	DOWLUT, Miss Roshnee Priyadarshi	1,432
150	DOWLUT, Mrs. Poonam	2,325
151	DOWLUT, Mrs. Richa	1,265
152	DUPONT, Mr. Jean Rex	5,359
153	DUTTOO, Mr. Devanand (Suraj)	12,361
154	ELLAPA, Mrs. Saloni	2,454
155	EMAMBOCUS, Mr. Mohamad Baylall	7,210
156	ERIGADOO, Miss Niella	675
157	ESSOO, Mrs. Shanoobye (Joshna)	7,550
158	ETWARY-AUBEELAKHOON, Mrs. Padminee	832
159	FELIX, Mr. Jason Philip Dominic (Jason)	644
160	FEZAH, Mr. Kaviparsad (Vinam)	3,408
161	FOWD, Mr. Soobiraj	3,250
162	FOWDUR, Miss Pritisha	2,463
163	GANAPATHEE, Mr. Tangavel (Ganessen)	3,943
164	GANOO BAPJEE, Mr. Dasrath (Sailesh)	1,644
165	GOBURDHON OREE, Mrs. Devranee (Lovena)	2,313
166	GOKHOO, Mr. Mohammad Ijaaz	3,084
167	GOKOOL, Mr. Abhishek (Ashley)	1,108
168	GOKOOL, Mr. Yanish	5,075
169	GOKOOL, Mrs. Avishaa Devi	19
170	GOLAM HOSEN, Mrs. Bibi Saffoana (Saffoana)	4,973
171	GOLAM, Mr. Bhartendrabhatt (Vinay)	8,243
172	GONEEA, Mr. Purmanand (Raj)	3,234
173	GOODA SAHIB, Mr. Mohammad Ikhlas	8,030
174	GOOJHA, Mrs. Gooreeya Prajna Devi (Neha)	4,127
175	GOOLBAR, Mrs. Shajeda Bibi	1,745
176	GOORAH, Mr. Vishyam	5,350
177	GOPAL, Mr. Ishwarlall (Babou)	3,109
178	GOPAUL, Miss Hanushka (Neha)	1,895
179	GOPAUL, Mrs. Haripriya (Pooja)	2,732
180	GOPEE, Mr. Roshan	4,419
181	GOPEE, Mr. Rumeswar	3,591
182	GOWARDUN, Mr. Indeevarsingh	4,121
183	GOWREA, Mrs. Sunitabye	4,867
184	GOWRY, Mr. Manove (Nathan)	4,415

SN	Supplier/Employees	Claims (MUR)
185	GUJADHUR, Mr. Chandrasen (Chan)	9,105
186	GUKOOL, Mr. Manhar	17,881
187	GUNESEE, Mr. Prabash (Hemant)	4,367
188	GUNGA, Mr. Kavi (Kiran)	3,988
189	GUNGARAM, Mr. Lameshwarsing (Nitish)	5,253
190	GUNGLEE, Mr. Mohammud Jamil	18,210
191	GUNICHA, Mr. Deepraj (Ashvin)	9,878
192	GUNNOO, Mr. Ahmad Zubeir	4,973
193	HANSYE, Mr. Muazam Irshad-Ali	1,420
194	HARDOWAR, Mr. Peeyushtivarsing Ony Green (Ony)	3,590
195	HASSEEA, Mrs. Manisha	1,109
196	HATON, Mr. Keshav	2,609
197	HATON, Mr. Kooshal (Keshav)	12,380
198	HAULKHORY GAMIL SOLIMAN, Mrs. Bibi Farha Naaz (Farha)	951
199	HAZMOTH, Mrs. Wenda	3,848
200	HEEROO, Miss Vishnee	1,420
201	HOOMERKHAN, Mr. Mohammad Riad	2,576
202	HOOMERKHAN, Mr. Oumar	602
203	HOOTA, Mr. Parvez	5,151
204	HOSENALLY, Mr. Muhammad Faiz	3,430
205	HOSSENY, Mr. Zubheer	2,622
206	HOSUNNALLY, Mr. Mohammad Ali Asadullah (Asad)	950
207	HULDUR, Mr. Mohammad Ajmal	3,368
208	HULLEMUTH, Miss Adillah-Un	812
209	HURCHURN, Mr. Narain (Vinod)	425
210	HURDOYAL, Mr. Bharatsingh (Suraj)	3,982
211	HURHANGI, Mr. Satyaprakash	2,736
212	HURRYMAN, Mrs. Lutchmee Devi (Rashna)	3,163
213	ISABELLE, Mr. Louis Rensley	2,386
214	ISHUR, Miss Evanee	3,165
215	ISLAM, Mr. Sawood	5,150
216	ISSACK, Mr. Muhammad Ridhwan (Ridwan)	3,246
217	JALIM, Miss Dooranee (Jenita)	4,046
218	JAMIATH, Mr. Sheik Ahamad Iqbal	2,703
219	JANG, Ms. Lavna Devi (Pooja)	157
220	JAPPAUL, Mr. Bhavish	675
221	JAUFURAULLY, Mr. Nazir	4,188
222	JAUFURAULLY, Mr. Shariad	1,768
223	JAUFURAULLY, Mr. Zaheedeem (Zaid)	2,225
224	JAULIM, Mr. Azad (Azad)	4,946
225	JAWHANDY, Mr. Mohammad Fawwaaz	5,737
226	JEANMORE, Mrs. Marie Ariane Audray (Audray)	2,310
227	JEEBUN, Mr. Shakeel Dev	2,217
228	JEEHA, Miss Iswarree (Riya)	5,805
229	JEEMON, Miss Lakshana (Prisca)	673
230	JEETOO, Mr. Muhammud Naweed	907

SN	Supplier/Employees	Claims (MUR)
231	JEETTUN, Mr. Dharamdeo	1,626
232	JHINGOOR-MAHAMOODALLY, Mrs. Bibi Noushreen	2,459
233	JHOOLLUN, Miss Bhavna	675
234	JOODHISTEE, Miss Sudha	2,018
235	JOODHISTEE, Miss Vimla	1,791
236	JOOSUREEA, Mr. Bhavish	8,637
237	JOOTOO, Mr. Ghoshalduth (Ashvin)	4,303
238	JOYEKURRUN, Mr. Vashit	2,416
239	JOYPAUL, Mr. Mohabeer	1,619
240	JUGESSUR, Mr. Raj Singh (Ishwar)	1,963
241	JUGOO, Mr. Pravesh	7,360
242	JUGROO, Mr. Girish (Vashill)	647
243	JUGURNAUTH, Mr. Arvinath (Nitin)	9,262
244	JUGURNAUTH, Mr. Kreshna (Jevin)	11,480
245	JUGURNAUTH, Mrs. Janeeta (Karishma)	1,583
246	JUHORA, Mr. Kapoor	3,360
247	JUKHOO, Mrs. Reena	1,621
248	JUMNAH, Mr. Lackraj	11,049
249	JUNGLEE, Mrs. Darshanika (Darsha)	5,813
250	KADAR, Mr. Fawaaz Hassenjee	10,611
251	KADARKHAN, Miss Anisa	6,627
252	KADARKHAN, Mrs. Ameera	2,440
253	KALLOO, Mr. Mohammad Iqhteshaan Hussein	650
254	KAREEMBOKUS, Mr. Abdool Farrdeen	4,909
255	KAREEMBOKUS, Mr. Shameem	5,354
256	KARUNDAS ATCHAMAH, Mr. Parmanunda (Atmah)	644
257	KAUROO, Mr. Muhammad Irshad Ali	1,524
258	KAWOL, Mr. Chandraduth	15,193
259	KEENAH, Miss Cheveeta (Nitisha)	1,895
260	KHADUN, Mr. Muhammad Abdool Rahman (Ali)	1,901
261	KHAIWA, Mr. Suresh	9,051
262	KHAJAH, Mr. Abdool Riyaad (Riyaad)	3,654
263	KHEDDOO, Mr. Heeman Kumar	3,330
264	KHEDDOO, Mrs. Aartee (Preety)	6,385
265	KHODABUCCUS, Miss Tahzeeb Rifaat	1,918
266	KHODADIN, Mr. Sheikh Yaseen (Yasin)	3,119
267	KHOOSSEE, Mr. Hemant (Yudish)	2,527
268	KHOOSYE, Mr. Deepak (Neeraj)	3,486
269	KHULPUTEEA - RAMSING, Mrs. Manesha Devi	3,283
270	KHURWOOLAH, Mrs. Yasmin Bibi	2,515
271	KISSENSING, Mr. Ghansiam (Anish)	6,775
272	KOKIL, Mr. Akshay (Sanju)	3,003
273	KOKIL, Mr. Anandsingh	2,370
274	KOOLU, Mrs. Zeshna (Nishmee)	3,231
275	KUREEMUN, Mr. Mohammad Adeeb Ayaz	10,448
276	LABONTE, Mr. Frederic Arnaud	3,386

SN	Supplier/Employees	Claims (MUR)
277	LACOUTA, Mrs. Marie Elodie Valerie (Elodie)	2,796
278	LAHOOTAN, Mrs. Sangeeta	3,417
279	LALLSING, Mr. Nitish Kumar	11,064
280	LAROSE, Mr. Jean Marie Desire Gerard	5,761
281	LAROSE, Mr. Louis Gerard (Marvin)	16,347
282	LECKRA, Mr. Vijanand	84
283	LEGALLANT, Miss Marie Clarinia (Clarinia)	1,863
284	LENAERS, Mr. Edwin	5,704
285	LEPION, Miss Gwanaelle Noemie	5,017
286	LOBIND-RUCKHUNTY, Mrs. Medhavi	2,536
287	LODEECHUN, Mrs. Tulsibye (Sumeeta)	8,589
288	LOOTFUR, Mr. Mohammud Iqbal (Iqbal)	8,525
289	LUCHMUN, Mr. Preetamsingh	8,421
290	LUCHMUN, Mr. Santosh	11,197
291	LUCHOOMUN, Miss Urveesha	3,626
292	LUCKHEERAM, Miss Mokshada (Akshana)	3,255
293	LUCKHUN, Mr. Jayduth (Raj)	4,362
294	LUCKHUN, Mr. Premchand (Ashvin)	1,215
295	LUCKHUN, Mr. Sailesh	2,412
296	LUCKHUN, Mr. Yadhav	867
297	LUCKHUN, Ms. Yogesawri (Nita)	10,548
298	LUK TONG, Miss Marie Caroline Charlene	1,902
299	LUTCHMUN, Mr. Jaganaden	1,211
300	LUTCHUMUN, Mrs. Pritimah	3,005
301	MAGHUN, Miss Bibi Zayna	2,745
302	MAHADEW, Mr. Bisham (Nikesh)	5,014
303	MAHADOO BHISAJEE, Mr. Alveensen (Alvin)	4,151
304	MAHOMUDALLY, Mr. Oomar Kalias (Nizam)	18,410
305	MALLOO, Mr. Dharamraj	1,288
306	MANDARY, Mr. Ranapratap (Rana)	15,117
307	MANGRA, Miss Rubina	3,409
308	MANGRA, Mr. Gawtum (Vishal)	4,569
309	MANKOO, Mr. Krish	8,403
310	MANON, Miss Marie Dorella Sophia (Sophia)	7,685
311	MANURADDY, Mr. Mohamad Waddy	6,429
312	MARUDAMUTHU, Mrs. Ivanie	1,737
313	MATTABADDUL, Mr. Rajeevsingh	2,724
314	MAUDHOO, Mr. Vedaant (Rohan)	3,908
315	MOCHEEROY, Miss Manisha (Ashna)	2,673
316	MOHABEER, Mrs. Ratna	4,748
317	MOHADAWO, Miss Hemlata (Nishi)	2,247
318	MOHANGOO, Mr. Jagreet (Soudhir)	15,858
319	MOHUN, Mr. Rakesh	3,539
320	MOHUN, Mrs. Varsha	2,851
321	MOHUNLALL, Miss Marie Anais Angele (Anais)	673
322	MOJHOA, Mr. Krishnanand (Deepak)	2,848

SN	Supplier/Employees	Claims (MUR)
323	MOMUS, Mr. Louis Avinash Alando	1,288
324	MONOHUR, Mr. Surendra (Sailesh)	4,591
325	MOOLEE, Mr. Shezad Ahmad	2,081
326	MOOSAFUR, Miss Neeshahat Summayya	1,306
327	MOOTHOO SAWMY, Mr. Dalen	1,408
328	MOOTIEN, Mr. Veerasamy (Rouben)	10,554
329	MOOTOOVEEREN, Mr. Balakrisnen (Vinessen)	2,412
330	MOTEE, Mrs. Tasyana (Tashy)	1,583
331	MOUTOU, Mrs. Marie Shalina	932
332	MOUTOUSSAMY, Mr. Sangaren Trivassen (Arassen)	2,293
333	MULLOO, Mr. Nawaz Jamseed Ally (Nawaz)	2,576
334	MUNGAR, Mr. Muhammad Ali Abdel Ibn Fakhruddin (Abdel)	9,361
335	MUNGAR, Mrs. Shamnaz Beebee	8,862
336	MUNGRAH, Mr. Latchoomun (Vikram)	13,688
337	MUNGUR, Miss Anneka	3,342
338	MUNGUR, Miss Sharda Devi	3,094
339	MURDAY, Miss Marie Deborah Lydia	2,227
340	MUTHUMUNIAN, Mr. Pouven	4,095
341	MUTTYLOLL, Mr. Praveen Singh (Nitish)	5,188
342	MYLAPILLIAPPADU, Mr. Appanah	6,604
343	NAGA, Miss Aashna Devi	4,252
344	NAIDOO, Mr. Veden	5,513
345	NAIDU, Mrs. Kesha	2,807
346	NAIKO, Mr. Dineshwar (Dhiran)	2,287
347	NAIKO, Mr. Romi (Ravi)	9,967
348	NAIKO, Mrs. Mitranee (Sneha)	346
349	NAKY, Mr. Yudhish	9,851
350	NALLAGOINDEN, Mrs. Kamila	4,602
351	NAMASEEVAYEN, Mr. Yohan Stephane (Yohan)	3,240
352	NANKOO, Miss Luxmi Ludmila Devi (Ludmila)	1,907
353	NARRAIN, Mr. Raj (Hem)	3,860
354	NATHOORAM, Miss Moushnee Sharma	1,583
355	NAUJEER, Mr. Kalan	6,016
356	NEWOOR, Mr. Pradeep	17,839
357	NUBEEBOKUS, Mr. Sheik Muhammad Moobarak Umayr	3,372
358	NUNDLOLL, Mrs. Zakia Begum	3,042
359	NUNKOO, Mr. Mohamad Walid (Walid)	5,193
360	NURSOO, Mr. Ravindra (Ravin)	2,516
361	NUZROO, Mr. Kenny Ailey	4,744
362	OOGUR, Mr. Prakashsing (Prakash)	9,871
363	OOZEER, Mr. Saheel Bhy	895
364	PADARUTH, Mr. Sharvan Kumar Singh (Kamlesh)	4,030
365	PAHALA, Mr. Mohammad Tayyab	5,181
366	PANCHOO-GOOMANY, Mrs. Kavita	6,021
367	PANDEEA, Mr. Vishal (Ashvin)	2,389
368	PARDESSY, Mr. Ritesh	1,188

SN	Supplier/Employees	Claims (MUR)
369	PARIANEN, Mrs. Amendeenee Lutchmee (Natacha)	9,891
370	PATANDIN, Mr. Soobeeraj	4,519
371	PATNY, Miss Sonia	4,695
372	PAULINE, Mr. Fabrice Gerald (Pauline)	4,389
373	PEEHARRY, Mr. Varmah	4,552
374	PEERAHMUD, Miss Bibi Zaynab Madiihah (Zaynab)	692
375	PEERALLY, Mr. Abdool Mohamed (Med)	2,987
376	PEM, Mr. Rajendra Kumar	2,576
377	PERIANEN, Mr. Aroonajalon (Brian)	2,355
378	PERSAND, Miss Shayna Shreshtha	2,005
379	PERSUNNOO, Mr. Lavinashlall	4,166
380	PIRBACOSSE, Mr. Ibne Zubeir (Zubeir)	11,105
381	POINEN, Miss Pristy (Isha)	5,305
382	POOROOSUTTON, Mr. Muneswar	4,542
383	POTIGADOO, Mr. Mahesh	1,620
384	POTIGADOO, Mrs. Preeti	5,000
385	PRATAUB, Mr. Ganesh (Deepoo)	1,751
386	PRAYAG, Mr. Bhabisan	9,531
387	PRAYAGSING-RAMCHURN, Mrs. Minaxshi (Anoushka)	5,372
388	PROSPER, Mr. Garvin (Scott)	3,474
389	PUDARUTH, Mrs. Joshna (Josh)	1,701
390	PUDMAN, Ms. Marie Desiree Connie Cinthia (Cinthia)	692
391	PULTOO, Mr. Arvind	2,166
392	PUNDU, Mrs. Marie Linda Jessy Micaella (Micaella)	5,397
393	PUNJATHERACHETTY, Mr. D'Javed	1,501
394	PURMANAN, Miss Anusha (Lovena)	4,039
395	PURMESSUR, Mrs. Pratibha	8,032
396	RABANY, Mr. Ahmad Afzal Gollam	3,972
397	RAGGOO, Mr. Namdeo (Krishna)	2,200
398	RAGHUBER, Mr. Mehta	4,834
399	RAJA, Mrs. Bibi Nawsheen (Naw)	2,431
400	RAJCOOWAR, Mr. Heman	3,011
401	RAJNATH, Mr. Ravin (Moona)	12,373
402	RAM, Miss Anusha	4,866
403	RAM, Mr. Ramesh	3,904
404	RAMANJOLOO, Mr. Girendra (Krishna)	1,288
405	RAMCHURN, Mr. Bhimul	4,161
406	RAMDHUN HURRILL, Mrs. Ashna	2,369
407	RAMEN, Miss Doovane	6,620
408	RAMESSUR, Mr. Khemraj (Rakesh)	12,359
409	RAMESSUR, Mr. Kooshal	5,666
410	RAMESSUR, Mr. Rajoo	3,402
411	RAMFUL, Mrs. Indira (Vinela)	1,019
412	RAMGOLAM, Mrs. Deepa	5,296
413	RAMGOOLAM, Mrs. Priya Darshinee	2,164
414	RAMJAUN, Mr. Mohammad Faryaz (Nadeem)	3,912

SN	Supplier/Employees	Claims (MUR)
415	RAMJAUN, Mr. Muhammad Faadhil (Faadhil)	2,653
416	RAMKISSOON, Mrs. Purnimah (Kamna)	812
417	RAMLUCHUN, Miss Paayal	4,730
418	RAMLUCKHUN, Mrs. Tinah	3,652
419	RAMMUNDUN, Mr. Oumeshraj (Atish)	921
420	RAMNARAIN, Miss Shiksha Priyanka	2,894
421	RAMNAUTH, Miss Toossy (Nishta)	1,420
422	RAMNAUTH, Mrs. Dharshinee (Sheena)	3,493
423	RAMNAWAZ, Mr. Omprithivi (Om)	5,852
424	RAMOO, Mr. Moukesh Sarmah	4,935
425	RAMPARSADE, Mr. Shastree	4,653
426	RAMPHUL-DHOONMOON, Mrs. Hemanshi	1,256
427	RAMSAMY, Mr. Ramakrishna (Sandy)	4,551
428	RAMSAMY, Mrs. Naishmee (Ayisha)	3,525
429	RAMSARAM, Mr. Heeran Kumar (Rakesh)	1,709
430	RAMTOHUL, Miss Nandhita (Pooja)	2,696
431	RAMTOHUL, Mr. Chandan (Arvind)	12,672
432	REEDOY, Mr. Gulshane Kumar (Vashish)	895
433	ROOMALDAWO, Mr. Mohamad Wakeel Shah (Wakeel)	4,993
434	ROUSSETY, Miss Mariana	1,363
435	ROUSSETY, Miss Marie Marielle	3,582
436	RUGHOOA, Mr. Ashish (Akshay)	2,492
437	RUJABALLY, Mr. Mohammed Sadiq	4,809
438	RUMOOA, Miss Nayam Devi (Nayam)	4,093
439	RUNGTOOA, Mr. Pravish	1,557
440	RUSAL, Mr. Doorgeshwar	7,246
441	SADAFUL, Mr. Pravin	1,745
442	SAGAM, Miss Priya	4,781
443	SAHABOOLEA, Mr. Mohammad Javed	5,715
444	SAMOISY, Mr. Jean Wendel (Wendel)	3,940
445	SAMOUJH, Mr. Amar (Mik)	11,215
446	SANDOORAM, Mr. Randhirsingh (Randhir)	10,477
447	SANTOKEE, Mr. Daren	2,454
448	SANTOO, Mrs. Ricamah (Rinella)	6,529
449	SANYASI, Mrs. Giovanna Kosura	3,165
450	SATHAN, Mr. Veganaden (Kesaven)	1,197
451	SEEBACUS, Miss Manishi (Avishna)	4,738
452	SEENEVARAGACHETTY, Mrs. Yessica	2,094
453	SEESURUN, Mr. Ankush	1,105
454	SEETAL, Miss Sivranee (Suman)	5,051
455	SEETARAM, Mrs. Monita (Nishi)	3,976
456	SEETARAM, Mrs. Pranousha Devi	8,605
457	SEEWOSURRUN, Mr. Mookesh (Manoj)	4,985
458	SEEWOSURRUN, Mr. Sharvin	540
459	SEVRET-MOMPLE, Mrs. Marie Glorianna Laurinne (Laurinne)	1,286
460	SHAM, Mr. Atish	2,301

SN	Supplier/Employees	Claims (MUR)
461	SHAMY, Mr. Mousankar	6,138
462	SIMATHREE, Mr. Vicky (Vinesh)	10,337
463	SOHORAYE, Miss Ayushi Dhrishni (Ayushi)	3,545
464	SOKEECHAND, Mr. Mohammad Kalimuddeen (Kalim)	852
465	SOMNA, Miss Ushasingh (Usha)	812
466	SONDAGUR, Mr. Shafi Mehdi	4,373
467	SONOO, Mrs. Loveena	1,370
468	SOOBAH, Mr. Sandeepsingh (Nitish)	1,927
469	SOOBAUL, Mrs. Smita	3,420
470	SOODARSUN, Mr. Madhukar (Atish)	2,266
471	SOOKUN, Miss Tanuvrata Devi (Yachna)	431
472	SOOKUN, Mr. Yogesh	2,895
473	SOONDUR, Mr. Biraj (Ashis)	2,840
474	SOOPAL, Mrs. Nashinee (Shainee)	2,466
475	SOORKIA, Ms. Sunitabaye	12,144
476	SOORYAMUYAH, Mrs. Dezianah	791
477	SOPHIE, Mr. Nathaniel Shane (Shane)	3,507
478	SOREEFAN, Mr. Mohammad Aadil Meeah (Kolo)	4,996
479	SUBDAR, Mr. Mahmad Riaz	7,822
480	SUGGOONOO, Mrs. Varuna	2,719
481	SUILLON, Mr. Didier Jonathan	1,244
482	SUJEEWON, Mrs. Vimala	1,635
483	SULEMAN, Mr. Mohammad Irfan	1,264
484	SUMMUN, Mr. Tashil	3,985
485	SUNNEECHURRA, Mr. Anil (Sunil)	5,745
486	SUNNOO, Mr. Rajeev	9,833
487	SUROOP, Miss Priscilla Degee (Vidoushee)	3,409
488	SURROOP, Mr. Vashish	2,272
489	SYDAMAH, Mr. Dharmanand (Ravi)	3,982
490	SYEA, Mr. Ganesh (Kishen)	4,783
491	TAG, Mr. Hirikesh Kumar (Kavish)	2,580
492	TAGAULLY, Mr. Mohammad Abdool Waez	2,211
493	TAJAH, Mr. Omaduth (Reetesh)	6,713
494	TAYMUN, Mr. Prakash	5,159
495	TEELUCKEE, Miss Darshinee (Ayesha)	7,086
496	TEELUCK, Mrs. Smita	1,869
497	TEEPOO, Mr. Peetumsingh (Kenny)	4,319
498	THOMAS, Mr. Dylan Gary	431
499	THUMIAH, Ms. Mandisha Devi	686
500	TILLOUSING, Mr. Dharamveersing	3,878
501	TOOFANY, Miss Sarika	832
502	TOOFANY, Mr. Kunal	3,763
503	TOOFANY, Mr. Nishal	7,141
504	TOOFANY, Mr. Veemal	4,043
505	TOOLSEE, Miss Triya (Nitisha)	950
506	TUPSY-DRACK, Mrs. Krestah Devi	2,840

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SN	Supplier/Employees	Claims (MUR)
507	TUYAU, Miss Marie France Joyce Presca	1,904
508	UDHIN, Miss Kimeswaree (Kim)	1,227
509	UDHIN, Miss Shibaneesingh (Raveena)	1,420
510	UNUTH, Mr. Jamil	9,767
511	URPUTEE, Mr. Rishi Kumar (Dhiraj)	18,110
512	VADEVALOO, Miss Kamalam	1,349
513	VALAYDON, Mr. Ibrayen	1,565
514	VALERE, Miss Marie Georgette Elodie Beatrice	1,899
515	VEERASAMY LALLSING, Mrs. Jennifer	6,168
516	VELLEYEN SARNAIN, Mrs. Mayavadee	8,132
517	VENKANAH, Ms. Veenesha	9,935
518	WOODHOO-SOODURSUN, Mrs. Sunita	1,328
519	ZAMA, Mr. Joseph Sylvio	3,542
520	ANUTH, Mr. Bheesham	951
521	APPADOO, Miss Ooteshwaree Devi (Nivritee)	843
522	ATMAROW, Miss Keshini Lutchmee (Tania)	475
523	AUBEELACK, Miss Ghanpriya (Priya)	2,792
524	AUBEELUCK, Mr. Vedvyas Kumarsing (Yash)	941
525	AUCKBARALLY, Mr. Muhammad Zyad	9,061
526	AUCKLOO, Mr. Vivecksing	1,123
527	AULLYBUX, Mr. Muhammad Irfaan	1,415
528	AZEEGUR HOSSEN, Mr. Mohammad Mouzammeel	3,192
529	BABAJEE, Mr. Pratish	9,221
530	BADALOO, Miss Pallavi (Pritisha)	474
531	BAHADOOR, Miss Meeneha Devi	980
532	BAKERALLY, Miss Bibi Humairaa (Humairaa)	3,803
533	BANDHOO, Miss Genisha (Hansa)	3,183
534	BEEHARRY, Mr. Kevin	13,091
535	BHEEKEE, Miss Hanisha	2,378
536	BHIM, Mr. Nirmesh Singh (Avesh)	4,783
537	BHOYRUB, Miss Keswaree (Ashwinee)	475
538	BHUNJUN, Miss Nashini (Nady)	1,886
539	BHUNNOO, Miss Mbolatiana Alpha (Alpha)	2,329
540	BHUROSAH, Mr. Tirthraj Sharma (Armaan)	2,385
541	BOODHUN, Miss Pooja	1,443
542	BOODHUN, Mr. Sheik Muhammad Farhaan	2,948
543	BRIGITTE, Miss Melissa Marie	1,604
544	BUCKTOWAR, Mr. Vikramdass	3,503
545	CAMOIN, Miss Marie Justine Laetitia (Laetitia)	1,416
546	CANCAYAH, Mr. Deven (Ashvin)	4,125
547	CARVER, Mrs. Marie Nathalie Sarajane	2,965
548	CHINACANEN, Mr. Marday Sivaramen	10,158
549	CHITTERAY VEEREN, Mr. Kirsley Louis Jasson	1,388
550	CORENTIN, Mr. Jean-Bernard Olivier (Olivier)	5,986
551	DAUHOO, Miss Marie Jessica Anastassia Rajcoomaree (Anastassia)	2,413
552	D'EMMERZ DE CHARMOY, Mr. Didier Evenor	2,976

SN	Supplier/Employees	Claims (MUR)
553	DHAWKA, Mr. Pithvee (Yash)	1,618
554	DOMUN, Mr. Vedish	2,170
555	DOOLUB RAMJIT, Mrs. Devinah	2,509
556	DOSMAHOMED, Mr. Moussa	1,312
557	DOWLUT, Miss Zafiirah Hanna	475
558	DUPORTAIL, Mrs. Marie Joelle Nathasia	4,929
559	DUTTOO, Miss Revati (Ashna)	475
560	DWARIKA, Miss Sohashnee (Yajna)	2,761
561	DYALL, Miss Deevia	1,847
562	FONG YEE CHUN, Mr. John William Ronnie (Ronnie)	5,507
563	FOOLEE, Miss Kumari Vedishaa (Vedish)	6,156
564	FULENA, Mr. Lakhveer (Adarsh)	1,397
565	GOOYRAM, Mr. Louis Poncheirello Steeven Emmanuel	1,227
566	HARROO, Mr. Ashwin	13,579
567	HATON, Miss Neha	475
568	HENRISSON, Mrs. Marie Christianie	4,682
569	HENRY, Mr. John Stanley Jordan (Jordan)	475
570	HOSSANY, Miss Bibi Aziizah Najjibah (Najjibah)	1,639
571	HURDAY, Mr. Atilesh	2,956
572	HURPAUL, Miss Ashna	1,426
573	JEANNE, Mr. Fabiano	2,737
574	JODHUN, Mr. Dhanish	3,334
575	JUGERNAUTH, Miss Nouchka	5,648
576	JUGREET, Miss Sumayyah Begum	475
577	JUMMUN, Mrs. Muktarima Shameen	2,096
578	KASI-DAKNA, Mr. Vedprakash	7,021
579	KESSO, Miss Kavina	1,901
580	KUMAR, Mr. Bikram	9,597
581	LABUTTE, Mr. Julien Sebastien (Julien)	4,992
582	LI SHUN CHEONG, Miss Marie Lucinda Kelly	1,901
583	LOUNG, Miss Vedita Sharma	2,540
584	MAHADOO, Miss Lenika Pushkarini	3,818
585	MARDAYMOOTOO, Mrs. Tayvani	874
586	MARION, Miss Marianna Christella	2,496
587	MAUTHOOR, Mr. Davisen	925
588	MOONEGAN NARRAINEN, Mrs. Magaiswaree (Elvina)	1,380
589	MOORAR, Mr. Avishake Nikhil (Nikhil)	10,882
590	MOSAFUR, Miss Bibi Nussayhah Warda	1,123
591	MULUNG, Mr. Muhammad Yaaseen	1,677
592	MUNBODH, Mr. Tareh	1,868
593	MUNGUL, Miss Bhavna (Natasha)	2,095
594	NAWOOR, Miss Priyanka	12,745
595	NICOLE, Miss Marie Aurelie Angel (Aurelie)	2,961
596	NUNCOO, Miss Meendusworee (Priyanka)	475
597	OOZEER, Mr. Mohammad Fadil	2,193
598	PADARUTH, Miss Mirta	3,328

SN	Supplier/Employees	Claims (MUR)
599	PARIANEN, Miss Sabrina	3,515
600	PEM, Miss Ganeshta (Jenita)	2,165
601	PENTIAH, Miss Aishwarya (Akshee)	540
602	POTTEAH, Miss Dourgeshwaree	13,845
603	POYNEN, Mr. Mohammad Shameem Shah (Meem)	448
604	RAMALINGUM, Miss Tanukese (Kritica)	475
605	RAMCHURN, Mr. Rishivarr Sharma (Tanveer)	2,071
606	RAMDHONEE, Mr. Anishchaye	10,259
607	RAMFUL, Mr. Parmanand (Dinesh)	15,048
608	RAMLAGAN, Miss Keeshwaree	1,444
609	RUMOOA, Miss Ishwaree Devi	2,282
610	SANASSEE, Mr. Chiranjeev Krishna (Chiranjeev)	4,097
611	SARAH, Mr. Louis Linley	553
612	SARNAIN, Miss Ivana Dashini (Ivana)	3,907
613	SEEBORUTH, Mr. Neehal	431
614	SINHAN, Miss Diksha	2,852
615	SOBURRUN, Miss Toorvashi (Ashna)	2,867
616	SOOKAY SOOBAYA, Miss Ourmilah (Priya)	2,853
617	SOOKNAH, Mr. Goopesh (Atish)	7,097
618	SORAYA SUMBHOLAUL, Mrs. Souman	973
619	ST LAMBERT, Miss Marie-Laure Anais (Ana)	1,893
620	SUNASSEE, Mr. Ahmud Muhammad Sohail	3,368
621	TOTA RAM, Miss Shaivalini (Shaili)	1,620
622	VENCADACHELLUM, Miss Barani	2,160
623	ZIALOR, Mr. Gael Fabrice Jeffrey	5,783
		6,570,797

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SCHEDULE 2 – FUNDING LETTER

**AIR MAURITIUS LIMITED
(ADMINISTRATORS APPOINTED)**

C/o 9th Floor, Ebene Tower
52 Cybercity, Ebene 72201
Tel: (230) 467 3001
Fax: (230) 454 7311

21 September 2021

To:

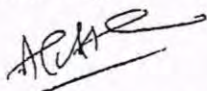
The Board of Directors of Airmate Ltd
Air Mauritius Centre
President John Kennedy Street
Port Louis,
Mauritius

Dear Sir or Madam,

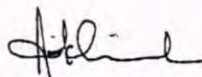
Re: Airmate Ltd (Administrators Appointed) – ('the Company')

- 1) We refer to the request from the Company for financing.
- 2) Word and expressions used in this Letter have the same meanings Air Mauritius Limited Deed of Company Arrangement (hereinafter the 'Air Mauritius DOCA').
- 3) Air Mauritius Limited (Administrators Appointed) has agreed to provide the Company with an aggregate amount of MUR 20 million by 02 October 2021 (made up of the Claims of the Company compromised in accordance with Clause 5.1 of the DOCA, together with amounts due to the Company as Administrators Costs and Administrators Operational Liabilities) in order to meet all claims which are admitted and compromised under the Deed of Company Arrangement for Airmate, provided such a deed is adopted by the creditors of the Company and subject to the Conditions set out at Clause 4 of the Air Mauritius DOCA being met.
- 4) The funds will be provided in the form of an unsubordinated shareholder loan to the Company.

Yours faithfully,



A. Sattar Hajee Abdoula, FCA
Administrator



Arvindsingh K. Gokhool, FCCA
Administrator

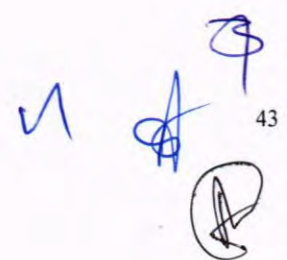
SCHEDULE 3 – TRUST DEED

THE TRUSTS ACT 2001

DEED OF TRUST

AIRMATE LTD CREDITORS' TRUST

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Creditors' Trust Deed made at , Mauritius on [01 November 2021]

Parties

- (1) [name of Trustees and Qualified Trustees], of [address] (the "Trustee")

BACKGROUND

- A. On [30 September 2021], the Creditors of Airmate Ltd (the "**Company**") resolved that the Company execute the Deed of Company Arrangement ("**DOCA**", a copy of which is annexed to this Deed).
- B. It is a term of the DOCA that the parties execute this deed in the event that there are Unclaimed Funds after 31 October 2021.

OPERATIVE PROVISIONS

1. Definitions and interpretation

1.1 Definitions

In this deed, capitalised terms shall, unless defined otherwise, have the same meanings as in the DOCA, and:

Commencement Date means 01 November 2021;

Court means any court having jurisdiction to hear and determine matters under the Mauritius Insolvency Act 2009 or the Mauritius Trusts Act 2001.

Final Dividend means a distribution from the Trust Fund by which the Residual Participant Creditors receive (in aggregate with prior distributions) a final dividend of not more than 100 percent on their Residual Participant Creditor's Claims.

Residual Participant Creditor's Claim means the Claim of a Residual Participant Creditor as (i) listed in Schedule 1 of the DOCA and (ii) reduced by the Unsecured Creditor Write-Off;

Schedule of the DOCA means Schedule 1 of the DOCA, as amended from time to time, which are deemed to be incorporated as a Schedule to this Deed as from the date on which this Trust is established.

Trust means the trust established by this deed.

Initial Funds means such funds as may be settled on trust to form the initial corpus of the Trust;

Trust Fund means the Initial Funds and the Unclaimed Funds, less the Remuneration and Costs of the Deed Administrators, which are to be distributed to the Residual Participant Creditors in accordance with the terms of this Deed.



Trustee means the originally appointed trustees, and such other trustees who may be appointed from time to time in accordance with the terms of this Deed and the Trusts Act, one of whom shall at all times be a Qualified Trustee.

1.2 Interpretations

The principles of interpretation in Clause 1.2 of the DOCA shall apply *mutatis mutandis* to this Deed.

2. Declaration of trust

2.1 Declaration of trust

The Trustee acknowledges and declares that the Initial Funds are held on trust by the Trustee on the terms of this Deed.

2.2 Addition to the Initial Funds

The Trustee shall be entitled to receive:

- (a) the Unclaimed Funds in the sum of MUR [], paid to it by the Deed Administrators to be held on trust by the Trustee on the terms of this Deed together with the benefits and application of property made in Trustee's favour pursuant to the DOCA and in this Deed;
- (b) any additional property as may be transferred to it to be held upon the terms of this Trust; and
- (c) any income accruing on the assets of the Trust (such income to be applied in the same manner as the principal upon which it accrued).

2.3 Name of Trust

The trust constituted by this deed shall be called the "Airmate Ltd Creditors' Trust".

2.4 Powers of Trustee

Without limiting the powers that the Trustee has by operation of the Mauritius Trusts Act 2001, for the purposes of administering the Trust the Trustee shall have the following powers:

- (a) to administer the Trust in accordance with the provisions of this Deed;
- (b) to ensure the duties and obligations of the Company and the Deed Administrators to the Trustee under the DOCA are fulfilled, and to take such legal proceedings or other steps as the Trustee thinks fit to enforce those obligations;
- (c) to fulfil the Trustee's obligations pursuant to this Deed;
- (d) to admit or adjudicate Claims of Residual Participant Creditors;

- (e) to maintain the Schedule of the DOCA up to date;
- (f) to act as attorney for any person for any purpose associated with the Trust or the Trust Fund;
- (g) to enforce compliance with the terms of this Deed;
- (h) to appoint agents to do any business or attend to any matters or affairs of the Trust that the Trustee is unable to do, or that it is unreasonable to expect the Trustee to do, in person;
- (i) to make interim or other distributions of the Trust Fund in accordance with the provisions of this Deed;
- (j) to appoint a solicitor, accountant or other professionally qualified person to assist the Trustee in administering this Deed;
- (k) to compromise any Claim on such terms as the Trustee considers fit;
- (l) to do anything that is incidental to exercising a power set out in this clause; and
- (m) to do anything else that is necessary or convenient for administering the Trust in accordance with the provisions of this Deed.

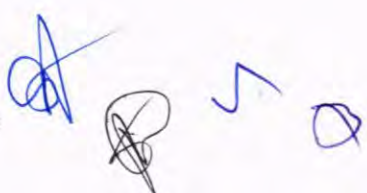
2.5 Late entry of claims

The Trustee may in its absolute discretion accept a written notification of a Residual Participant Creditor's Claim from a person at any time after the Commencement Date and irrespective of whether any payments have been made to Residual Participant Creditors, but without prejudice to any Residual Participant Creditor's rights to its entitlements under clause 3.5 of this Deed. If the Trustee is satisfied that the Residual Participant Creditor's Claim (or part of it) is a valid Residual Participant Creditor's Claim, it may enter it (or that part) on the Schedule of the DOCA.

A Residual Participant Creditor shall only be entitled to payments in respect of any Residual Participant Creditor's Claim as a Residual Participant Creditor under this Deed from the date on which the Trustee enters the Residual Participant Creditor's Claim on the relevant Schedule of the DOCA.

The Residual Participant Creditor shall have no entitlement to any payments prior to the date on which the Trustee enters the Residual Participant Creditor's Claim on the relevant Schedule of the DOCA.

It shall be incumbent on the relevant Residual Participant Creditor to put in a proof of Claim for any Claim it may have promptly and without any delay. Time will be of the essence in respect of each and every obligation of a creditor or a person notifying a Claim pursuant to this clause.



2.6 Correction of errors

If the Trustee considers that a Claim or any part of it has been incorrectly entered on the Schedule of the DOCA, then it shall notify the relevant Residual Participant Creditor and the Claim will thereupon be removed in whole or in part from the Schedule of the DOCA as may be determined by the Trustee. The Trustee shall not have any personal liability to any person in respect of any incorrect entry on the Schedule of the DOCA.

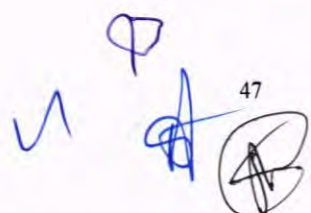
Payments after Court order or correction of errors

If, at the time of any entry on, or amendment to, the Schedule of the DOCA, any payments have been made to Residual Participant Creditors, the following provisions will apply:

- (a) if the effect of that entry or amendment is to extinguish the amount of a person's Claim, that person must at once repay to the Trustee on demand, by way of restitution, the total amount paid in respect of that Claim;
- (b) if the effect of that entry or amendment is to reduce the amount of a person's Claim, that person must at once repay to the Trustee on demand, by way of restitution, the amount paid that exceeds the amount the person would have been entitled to receive if that person's Claim had been originally admitted for the reduced amount;
- (c) if the effect of that entry or amendment is to cause a person to become a Residual Participant Creditor, the person is entitled to be paid out of any subsequent money available for payment pursuant to this Deed, before the available money is applied to pay other Residual Participant Creditors, the payment that the person would have been entitled to receive if the person's Claim had been originally admitted in accordance with this Clause; and
- (d) if the effect of that entry or amendment is to increase a person's Claim, the person is entitled to be paid out of any subsequent money available for payment pursuant to this Deed, before the available money is applied to pay other Residual Participant Creditors, any additional payment the person would have been entitled to receive if all of the person's Claim had been originally admitted in accordance with this clause.

In respect of the immediately foregoing sub-paragraphs (c) and (d) above, the person is not entitled to disturb any payments to Residual Participant Creditors made before the relevant entry or amendment to the Schedule of the DOCA is made by the Trustee.

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3. Trust Fund

3.1 Trust Fund

The Trust Fund shall comprise each and all of the assets and property described in clause 2.1.

3.2 Beneficiaries of trust

The Trustee shall receive and hold the Trust Fund on behalf of the Residual Participating Creditors, who will be the beneficiaries of the Trust.

3.3 Trust Deed

The Trust Fund is to be held and distributed by the Trustee in accordance with this Deed.

3.4 Trustee's discretion

The Trustee may pay or withhold payment of any Residual Participant Creditor's Claim in his absolute discretion if he considers it desirable to do so, having regard to (among other things) the interests of Residual Participant Creditors.

3.5 Order of distribution of Trust Fund

Subject to clause 3.4, the Trustee shall make distributions from the Trust Fund in the following priority:

- (a) first, in reimbursement and payment of the Trustee's fees, costs and expenses of the administration of the Trust; and
- (b) second, in payment of the Residual Participant Creditor's Claims in accordance with the terms of this Deed.

3.6 No distribution

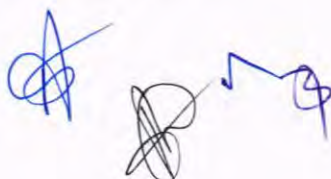
The Trustee shall not be required to make any distributions from the Trust Fund in accordance with clause 3.5 unless he is satisfied that there are sufficient assets available in the Trust Fund to do so.

3.7 Return to Residual Participant Creditors not to exceed 100 cents in the rupee

If there is a surplus or balance in the Trust Fund after the earlier of (i) the date on which each Residual Participant Creditor has received a Final Dividend and (ii) 31 October 2022, such surplus or balance shall be paid by the Trustee to the Company on the next Business Day.

3.8 Direction to pay

Any Residual Participant Creditor may direct the Trustee in writing, signed by that creditor or a director or duly authorised representative of that creditor, to pay that creditor's dividend to a third party.



4. Claims

4.1 Admissibility of Claims

- (a) On the establishment of the Trust Fund, all Claims of Participant Creditors in respect of the Unclaimed Funds shall be converted to and become Claims under this Deed.
- (b) Unless the Claim of a Participant Creditor has already been admitted or rejected by the Deed Administrators, the Trustee shall consider the Claim of the Residual Participant Creditor for the purpose of deciding whether to admit it as a Residual Participant Creditor's Claim pursuant to this Deed.
- (c) Interest shall not accrue or be payable on any Residual Participant Creditor's Claim.

4.2 Trustee's discretion

The Trustee may, in his absolute discretion:

- (a) admit all or any part of any Residual Participant Creditor's Claim;
- (b) reject all or any part of any Residual Participant Creditor's Claim; and
- (c) pay a Residual Participant Creditor's Claim in accordance with this deed.

4.3 Determination of Claims

- (a) Sections 305, 306 and 307 of the Insolvency Act apply to Claims under this Deed as if references to the liquidator were references to the Trustees and references to liquidation were references to this Deed, and with such other modifications as are necessary to give effect to this Deed, except to the extent that those provisions are varied or excluded expressly or impliedly by this Deed.
- (b) The Trustees may make interim distributions and payments under this Deed.
- (c) The Trustees may make any distribution by cheque or by electronic funds transfer to a bank account nominated by the relevant Residual Participant Creditor.
- (d) Subject to the provisions of the Insolvency Act and the terms of this Deed, the Trustees have an absolute and unfettered discretion as to the admission of Claims, and the amount and timing of payment of admitted Claims.
- (e) Where the Trustees propose to reject a Claim (whether in part or in full) the Trustees shall send a notice to the Residual Participant Creditor informing the Creditor of the proposed rejection and giving the party 14

days within which to make an application to Court to determine questions relating to the Claim.

4.4 Abandonment of Claims

A Residual Participant Creditor will have abandoned, and will be taken for all purposes to have abandoned, all Claims and all other entitlements (if any) in the Trust Fund or against the Company:

- (a) which are not the subject of a proof lodged with the Deed Administrators or the Trustees in the form required by the Trustees prior to the declaration of the Final Dividend;
- (b) which have been rejected by the Deed Administrators or the Trustees; or
- (c) which have not been claimed as a distribution by the Residual Participant Creditor on or before 31 October 2022.

4.5 Discharge of debts

Subject to the DOCA, all Residual Participant Creditors must accept their entitlements under this Deed in full satisfaction and complete discharge of all Claims which they have or claim to have against the Company, the Trustee or the Trust Fund and each of them will, if called upon to do so, execute and deliver to the Trustee such forms of release of any such claim as the Trustee require.

4.6 Claims extinguished

On payment of the Final Dividend to the Residual Participant Creditors, all Residual Participant Creditor's Claims are extinguished and each Residual Participant Creditor will, if called to do so, execute and deliver to the Trustee such forms of release of any Residual Participant Creditor's Claim as the Trustee requires.

4.7 Bar

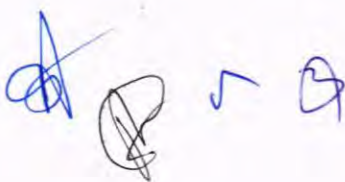
After the earlier of (i) 31 October 2022 and (ii) the distribution of the Final Dividend to each Residual Participant Creditor, the Company may plead this deed in bar to any Residual Participant Creditor's Claim.

5. Indemnity and remuneration

5.1 Indemnity

The Trustee is entitled to be indemnified out of the Trust Fund for:

- (a) its remuneration, costs, fees and expenses (including, for the avoidance of doubt, legal costs on a full indemnity basis) payable pursuant to sub-clauses 5.4 and 5.6; and



- (b) all actions, suits, proceedings, accounts, claims and demands arising out of or relating to this Deed which may be commenced, incurred by or made on the Trustee by any person and against all reasonable costs, charges and expenses incurred by the Trustee in respect of them,

provided that the Trustee shall not be entitled to an indemnity in respect of any liabilities or demands to the extent that the Trustee has acted dishonestly or in breach of trust.

5.2 Continuing indemnity

The indemnity in clause 5.1 will take effect on and from the Commencement Date and will be without limitation as to time and will operate notwithstanding the removal of the Trustee and the appointment of a new trustee or the termination of the Trust.

5.3 Indemnity not to be affected or prejudiced

The indemnity in clause 5.1 will not:

- (a) be affected, limited or prejudiced in any way by any irregularity, defect or invalidity in the appointment of the Trustee and will extend to all actions, suits, proceedings, accounts, liabilities, claims and demands arising in any way out of any defect in the appointment of the Trustee, the approval and execution of this Deed or otherwise; or
- (b) affect or prejudice all or any rights that the Trustee may have against any other person to be indemnified against the reasonable costs, charges, expenses and liabilities incurred by the Trustee of or incidental to the exercise or performance of any of the powers or authorities conferred on the Trustee by this Deed or otherwise.

5.4 Lien for indemnity

The Trustee is entitled to a lien over the Trust Fund to secure the indemnity described at clause 5.1, including without limitation, any amounts payable or receivable by the Trustee as remuneration or reimbursement of costs and expenses (including legal fees, disbursements and taxes or fee obligations) for work undertaken between the Commencement Date and the date of termination of this Trust.

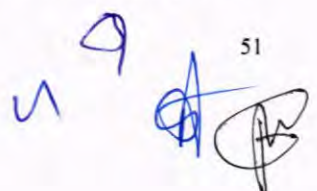
5.5 Remuneration of Deed Administrators

Subject to clause 5.6, the Deed Administrators must be remunerated and reimbursed out of the Trust Fund for any remuneration or reimbursement to which they were entitled under the DOCA, but only to the extent that they have not already been remunerated and reimbursed in accordance with the DOCA out of the Trust Fund.

5.6 Remuneration of Trustee

- (a) The Trustee is to be:
 - (i) remunerated from the Trust Fund in respect of any work done by him and any of his partners, staff and his employees in

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connection with the negotiation, preparation and the performance of the DOCA and this deed at their standard commercial rates to be drawn in arrears ; and

(ii) reimbursed from the Trust Fund in respect of all costs, fees and expenses incurred by the Trustee in connection with the forgoing and the transactions contemplated in this Deed, including any duty payable in respect of this Deed prior to termination of the Trust.

(b) The Trustee's remuneration, costs, fees and expenses must be paid from the Trust Fund in arrears at the said rates, and must be paid or provided for in full before payment of the Final Dividend.

(c) The parties acknowledge that the Creditors of the Company have resolved that the Trustee is entitled to be remunerated at their standard commercial rates.

6. Liability

6.1 Exclusion of liability

The Trustee is not liable for any loss, damages, costs or expenses that may result to the Trust Fund or any person in the absence of wilful default, fraud or breach of trust.

6.2 Reliance on advice

Where the Trustee acts in reliance upon the advice of any legal adviser instructed on behalf of the Trust obtained in relation to the interpretation of the provisions of this Deed or any document or statute or any matter concerning the administration of the Trust, the Trustee is not liable to any person in respect of any act done or omitted to be done by the Trustee in accordance with that advice.

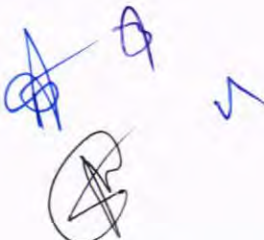
7. Resignation of Trustee

(a) The Trustee may resign at any time by giving not less than 14 days' prior written notice to the Company.

(b) In the event of the death or resignation of the Trustee, the Creditors may appoint a substitute trustee or Trustee by resolution:

(i) to carry out their duties at a rate of remuneration not exceeding their standard commercial rates; and

(ii) with the powers, functions and duties of the Trustee.



8. Trustee not obliged to take action

The Trustee shall not be obliged to take any action under this Deed unless and until:

- (a) the Trust has sufficient funds to meet any payments to the Trustee; or
- (b) in relation to any action affecting the rights of Creditors, the Trust has sufficient funds to pay its remuneration, costs, fees and expenses.

9. Termination

9.1 Termination of the Trust

- (a) This Trust will terminate and the Trustee shall resign as soon as reasonably practicable following the earlier of (i) distribution of the Final Dividend to each Residual Participant Creditor and (ii) 01 November 2022 after the Trustee has paid over or reverted any residual amounts remaining from the Trust Fund to the Company.
- (b) Where a Claim (as defined in the DOCA) is subject to a dispute in accordance with, and within the deadlines set out in, the DOCA or this Deed, as applicable, and is established following an adjudication by a court of law or other competent jurisdiction, the Creditor shall after 31 October 2022 have a claim directly against the Company for the compromised, amended and reduced amount in accordance with Clause 5.2 of the DOCA. This provision shall survive the termination of this Deed.

9.2 Termination of the Trust by Court order and Creditors' resolution

This Trust will terminate if so ordered by a Court of competent jurisdiction.

9.3 Report to Creditors

Upon the earlier of the two dates referred to in Clause 9.1, the Trustee must as soon as practicable send to each Residual Participant Creditor a report as to the state of affairs of the Trust accompanied by such financial statements as the Trustee thinks fit.

9.4 Previous operation of this deed preserved

The termination or avoidance, in whole or in part, of this Trust does not affect the efficacy of any act done prior to the termination or avoidance.

10. Invalidity/severance

If a provision of this Deed is invalid for any reason, it will be deemed to have been deleted, and will not affect the validity or operation of the remainder of this Deed.

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11. Notice

Any notices or other communications required or permitted to be given under this Deed to any person a party to it shall be in writing and be deemed to have been served if sent by pre-paid post to the address given for that person in this deed or any other address notified by that person in writing. Any notice or communication so served shall be deemed to have been received at the time that it would have been delivered in the ordinary course of post.

12. Counterparts

This deed may be executed in any number of counterparts and those counterparts taken together constitute one and the same instrument.

Handwritten signatures and initials in blue ink, including a large stylized 'A' and a circled signature.

[Name]

For and on behalf of [name of trustee]

Date:

[Name]

For and on behalf of [name of trustee]

Date:

Handwritten signatures and initials in blue ink.

SIGNATURE PAGE

to Deed of Company Arrangement of Airmate Ltd

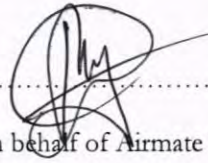
Signature: 

For and on behalf of Airmate Ltd

Name: M-ZIYAD PARTHASEE

Capacity: Director

Date: 08 OCTOBER 2021

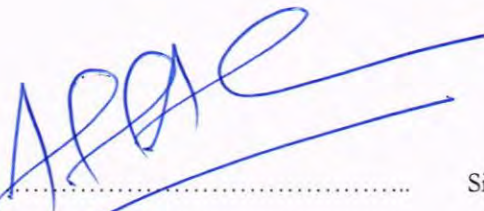
Signature: 

For and on behalf of Airmate Ltd

Name: ROSHAN MODY

Capacity: Secretary

Date: 08 OCTOBER 2021

Signature: 

A. Sattar Hajee Abdoula

as Deed Administrator

Date: 08 OCTOBER 2021

Signature: 

Arvindsingh K Gokhool

as Deed Administrator

Date: 08 OCTOBER 2021