

**Agreement of Release and Indemnity**

**SETTLEMENT AGREEMENT**

**Dated:**

**2017**

**BETWEEN**

- (1) **National Property Fund Ltd (hereinafter referred to as “NPFL”);** and
- (2) ..... Duly represented by its ....., Mr..... and by its ....., Mr ..... and this in virtue of a board resolution dated .....  
**(hereinafter referred to as “the Investor”)**

Collectively, the “Parties” and each one a “Party”

**INTRODUCTION**

- (A) The Investor is the holder of Investments bearing Reference No..... , managed by Bramer Asset Management Ltd.
- (B) The initial investment amounted to Rs..... (Mauritian Rupees .....)
- (C) Now the Investor is agreeable to a full and final payment of the sum of Rs..... (Mauritian Rupees.....), the settlement sum which represents .... % of the amount mentioned in paragraph B above.

**1. OPERATIVE PROVISIONS**

**Definitions**

In this Agreement, unless the context otherwise requires, words and phrases not otherwise defined in this Agreement, shall have the meaning given to them in the Investment instrument. In addition, the following definitions apply:

- (a) **Claim:** any claim, cause of action, or liability of any kind (including one which is prospective or contingent, present or future, direct and indirect and any costs (whether or not the subject of a court order) in relation thereto;

- (b) **Investment Company:** the BAI Co. (Mtius) Ltd, its successors and assigns; including (i) Hennessy Investment Trust/Balanced Growth Fund, (ii) Hennessy Capital Ltd, (iii) Bramer Property Fund Ltd, (v) Discretionary Portfolio Management and (v) Bramser Services Group Ltd.
- (c) **Party:** a party to this Agreement;
- (d) **Investment:** (i) Hennessy Investment Trust/Balanced Growth Fund, (ii) Hennessy Capital, (iii) Bramer Property Fund, (v) Discretionary Portfolio Management and (v) Bramser Services;
- (e) **Released Parties:** BAI Co (Mtius) Ltd. (In Special Administration) (or its successors and assigns) and/or NPFL (or any its former, current or future directors, officers, employees, or préposés); and/or the Special Administrators (or any of its former, current or future préposés); and/or the State of Mauritius, and/or the Financial Services Commission (or any of its former, current or future officers, employees, or préposés);
- (f) **Settlement Sum:** the sum of Rs .....  
(Mauritian Rupees.....)

## 2. Acknowledgements and Warranties

- 2.1 This Agreement shall not be subject to any court challenge to its validity for whatever reason. This Agreement is made in good faith and is final and binding on both parties for all purposes.
- 2.3 The parties warrant that they have full power to enter into this Agreement and do all things required by it.

## 3. Payment by NPFL

- 3.1 NPFL will pay to the Investor the Settlement Sum within two months of the date of the execution of this Agreement (or on such other date as may be agreed between the Parties) in full and final satisfaction of the Claim.
- 3.2 The payment is without any admission by NPFL that the Investor has any entitlement to indemnity under the Investment instrument or any other Investment.

**4 Releases by the Investor**

4.1 In consideration of payment of the Settlement Sum, the Investor voluntarily and irrevocably releases all or any one of the Released Parties from any and all liability whatsoever in relation to, concerning or arising out of, connected with or in any way related to the Claim against any one of the Released Parties, in respect of any damages, compensation, claim, legal representation cost, or any other cost which the Investor/s may be owed or may owe or may have incurred, or may incur in the future, arising out of or in any way connected with the Claim or the facts and matters from which the Claim of the Investor is alleged to arise and/or the subject matter of the Investment.

4.2 Nothing in this Agreement shall be taken to mean that all or any one of the Released Parties accepts that it has any liability in relation to, concerning, arising out of, connected with or in any way related to the Claim of the Investor and/or the matters referred to in this Agreement.

**5. Covenant not to Sue**

The Investor covenants that it will not assert, bring or pursue, or procure that a third party assert, bring or pursue, any claim at law and/or any Claim against all or any one of the Released Party.

**6. Authority**

Each person executing this Agreement on behalf of ..... represents that he or she has been duly authorised to execute this Agreement by virtue of a board resolution dated .....

**7. Transaction**

The Parties declare that the present payment is being made “à titre de *transaction*” in accordance with and pursuant to article 2044 of the Code Civil Mauricien which reads as follows:-

*La transaction est un contrat par lequel les parties terminent une contestation née, ou proviennent une contestation à naître.*

*Ce contrat doit être rédigé par écrit.*

Drawn up in good faith, this .....

Name/s: ..... Name/s: .....

Signature/s: ..... Signature/s: .....

NIC..... NIC .....

National Property Fund Ltd

Authorised Signature