

Series – 1

ISSUE ADDENDUM FOR ISSUE OF NON-CONVERTIBLE DEBENTURES ON A PRIVATE PLACEMENT BASIS

Date: June 12, 2020

FIVE-STAR BUSINESS FINANCE LIMITED

A public limited company incorporated under the Companies Act, 1956

Date of Incorporation: May 07, 1984; **CIN:** U65991TN1984PLC010844

Registered Office: New No. 27, Old No. 4, Taylor's Road, Kilpauk, Chennai – 600010

Telephone No.: 044-46106200; **Fax No.:** 044-46106200

Email: secretary@fivestargroup.in; **Website:** <https://www.fivestargroup.in/>

Issue Addendum issued in conformity with Securities and Exchange Board of India (Issue and Listing of Debt Securities) Regulations, 2008 issued vide Circular No. LAD-NRO/GN/2008/13/127878 dated June 6, 2008, as amended from time to time and the Securities And Exchange Board Of India (Listing Obligations And Disclosure Requirements) Regulations, 2015, as amended from time to time.

PRIVATE PLACEMENT OF RATED, LISTED, SENIOR, SECURED, REDEEMABLE, TAXABLE, TRANSFERABLE, NON-CONVERTIBLE DEBENTURES (“NCDs” OR “DEBENTURES”) OF THE FACE VALUE OF RS. 10,00,000/- (RUPEES TEN LAKH ONLY) EACH AGGREGATING UPTO RS. 25,00,00,000/- (RUPEES TWENTY-FIVE CRORES ONLY) UNDER THE TERMS OF THE SHELF DISCLOSURE DOCUMENT READ WITH THIS ISSUE ADDENDUM

This Issue Addendum (“Issue Addendum”) is issued in terms of and pursuant to the Shelf Disclosure Document dated June 12, 2020. All the terms, conditions, information and stipulations contained in the Shelf Disclosure Document, unless the context states otherwise or unless specifically stated otherwise, are incorporated herein by reference as if the same were set out herein. Investors are advised to refer to the same to the extent applicable. This Issue Addendum must be read in conjunction with the Shelf Disclosure Document and the Private Placement Offer cum Application Letter.

This Issue Addendum contains details of this Series and any material changes in the information provided in the Shelf Disclosure Document, as set out herein. Accordingly set out below are the updated particulars / changes in the particulars set out in the Shelf Disclosure Document, which additional / updated information / particulars shall be read in conjunction with other information / particulars appearing in the Shelf Disclosure Document. All other particulars appearing in the Shelf Disclosure Document shall remain unchanged. In case of any inconsistency between the terms of this Issue Addendum and the Shelf Disclosure Document and/or the terms of this Issue Addendum and/or any other Transaction Document, the terms as set out in this Issue Addendum shall prevail.

All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Shelf Disclosure Document.

This Issue Addendum is dated June 12, 2020.

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| Security Name | 11.00% Five-Star Business Finance Limited 2023 |
| Issuer | Five-Star Business Finance Limited |
| Type of Instrument | Rated, Listed Senior, Secured, Redeemable, Taxable, Transferable, Non-Convertible Debentures (“NCDs” or “Debentures”) |

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| Nature of Instrument | Secured |
| Seniority | Senior |
| Mode of Issue | Private placement |
| Eligible/Identified Investors | As permitted under Applicable Law |
| Listing | <p>The NCDs are proposed to be listed on the Bombay Stock Exchange ("BSE") within 20 calendar days of the Deemed Date of Allotment</p> <p>In case of a delay by the Issuer in listing the Debentures beyond 20 (Twenty) days from the Deemed Date of Allotment the Issuer shall make payment the Debenture Holders of penal interest calculated on the face value of the Debentures at the rate of minimum of 2% (two Percent) p.a. over the Coupon Rate from the expiry of 20 (Twenty) calendar days from the Deemed Date of Allotment until the listing of the Debentures.</p> |
| Rating of Instrument | ICRA A as assigned by the Rating Agency |
| Issue Size | Rs. 100,00,00,000/- (Rupees One Hundred Crores only). |
| Series Amount | Rs 25 crores (Rupees Twenty Five Crores Only) |
| Option to retain oversubscription | N.A. |
| Objects of the Issue | The funds raised through the Issue will be utilized as per the section "Objects & Utilization of the Issue Proceeds" stipulated in the Shelf Disclosure Document. |
| Details of the utilization of the Proceeds | <p>The proceeds of the Issuance will be utilized for the following purposes:</p> <ul style="list-style-type: none"> – General corporate purposes – for the ordinary course of business of the Issuer including repayment / re-financing of existing debt <p>The Issuer shall not use the proceeds of the Issue towards:</p> <ul style="list-style-type: none"> – any capital market instrument such as equity, debt, debt linked and equity linked instruments or any other capital market related activities; or – any speculative purposes; or – any activity on the Exclusion List; or – investment in the real estate sector; – undertaking related party transactions <p>The proceeds of the NCD shall not be used for any purpose, which may be in contravention of the government/RBI/SEBI/Other regulatory guidelines.</p> |
| Coupon Rate | 11.00% per annum payable quarterly |
| Step Up/ Step Down Coupon Rate | If the rating of the Debentures is downgraded below the existing rating of "A" by ICRA the Interest Rate shall be increased by 0.25% (zero decimal two five percent) for each downgrade of 1 (one) notch from the existing Rating of "A" ("Step Up Rate") and such increased rate of Interest shall be applicable on the Outstanding Principal Amounts from the date of such downgrade. Step Up, in accordance with this provision shall not require any notice, intimation or action on behalf of the Debenture Trustee or the Debenture Holders. |

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| | <p>Following the Step Up until the rating of the Debentures is restored to the exist Rating of "A" by ICRA if the rating of the Debentures is upgraded, the prevailing Step Up Rate shall be decreased by 0.25% (zero decimal two five percent) for each upgrade of 1 (one) notch from the rating of the Debentures (until the rating of the Debentures is restored to the existing Rating "A") and such decreased rate of Interest shall be applicable on the Outstanding Principal Amounts from the date of such upgrade. PROVIDED THAT the decreased rate of Interest in accordance with this provision cannot, in any case, be lower than the Interest Rate fixed at the time of issuance of the NCDs, i.e. 11.00% payable quarterly. The decrease in the rate of Interest in accordance with this provision shall not require any notice, intimation or action on behalf of the Debenture Trustee or the Debenture Holders.</p> <p>It is clarified that, if following the Step Up, the rating of the Debentures is restored to the Rating, then the Interest shall be payable at the Interest Rate, from the date that the rating of the Debentures is restored to the Rating.</p> |
| Coupon Payment Frequency | Quarterly |
| Coupon Payment Dates | On 12 June, 12 September, 12 December & 12 March every year till on maturity |
| Coupon Type | Fixed |
| Coupon Reset Date | NA |
| Coupon Reset Process (including rates, spread, effective date, interest rate cap and floor, etc.) | NA |
| Day Count Basis | Actual/Actual |
| Interest on Application Money | At the respective Coupon Rate from the date of receipt of application money to the Deemed Date of Allotment. |
| Default Interest Rate | In case of default in payment of Interest and/or principal redemption on the due dates, additional interest of atleast @ 2% p.a. over the coupon rate shall be payable by the Company for the defaulting period |
| Delay in Listing | In case of delay in listing of the debt securities beyond 20 days from the deemed date of allotment, the Company shall pay penal interest of atleast @ 1% p.a. over the coupon rate from the expiry of 30 days from the deemed date of allotment till the listing of such debt securities to the investor. |
| Delay Penalty | In the case of a delay in the execution of Debenture Trust Deed and the Security documents, the Issuer shall refund the subscription with the agreed rate of interest or shall pay penal interest of 2% (Two Percent) per annum over the and above the applicable Coupon Rate until such time the conditions have been complied with at the option of the Investor. |
| Prepayment Fees | No prepayment is permitted. |

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| Tenor | 36 months from the Deemed Date of Allotment |
| Redemption Date | June 12, 2023 |
| Redemption Amount | Bullet on Maturity; as per Redemption schedule |
| Redemption Premium/Discount | NA |
| Issue Price | INR 10,00,000 (Indian Rupees Ten Lakh Only) |
| Discount at which security is issued and the effective yield as a result of such discount | NA |
| Put Date | NA |
| Put Price | NA |
| Call Date | NA |
| Call Price | NA |
| Put Notification Time | NA |
| Call Notification Time | NA |
| Face Value | Rs 10,00,000/- (Rs. Ten Lakh only) per Debenture |
| Minimum Application size and in multiples of 1 thereafter | INR 1,00,00,000 (Indian Rupees One Crore Only) and in multiples of Rs.10 lakhs thereafter. |
| Issue Timing | Issue/ Bid Opening Date: June 12, 2020 Issue/ Bid Closing Date: June 12, 2020 Pay-in Date: June 12, 2020 Deemed Date of Allotment: June 12, 2020 |
| Issuance mode of the Instrument | Demat only |
| Trading mode of the Instrument | Demat only |
| Settlement mode of the Instrument | All interest, principal repayments, penal interest and other amounts, if any, payable by the Issuer to the Debenture Holders shall be paid to the Debenture Holders by electronic mode of transfer like RTGS/NEFT/direct credit to such bank account within India as the Debenture Holders' inform the Issuer in writing and which details are available with the Registrar. Credit for all payments will be given only on realisation. |
| Depositories | NSDL/CDSL |
| Business Days | Means a day (other than a Saturday and Sunday or a bank/National holiday) on which banks are open for general business in Chennai, India |
| Business Day Convention | If any coupon payment date falls on a day that is not a working day, the payment shall be made on the immediately succeeding working day. |

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| | <p>If the redemption date of the Debentures falls on a day that is not a working day, the redemption proceeds (principal and coupon) shall be paid on the immediately preceding working day.</p> <p>If the Maturity Date (also the last coupon payment date) of the Debentures falls on a day that is not a working day, the redemption proceeds and coupon payment shall be paid on the immediately preceding working day.</p> |
| Record Date | 7 (Seven) Calendar Days prior to each coupon payment date and redemption date. |
| Security | <p>The Issue shall be secured by way of a first ranking exclusive and continuing charge to be created pursuant to the deed of hypothecation to be executed between the Issuer and the Trustee ("Deed of Hypothecation") over certain identified receivables of the Issuer (the "Hypothecated Assets"). A security cover of 110% of the value of the aggregate principal amount outstanding on the Debentures including accrued Coupon thereon, Default Interest accrued thereon (if any) shall be maintained at all times until the redemption of the Debentures ("Security Cover"). Non – maintenance of security cover will attract a penal interest of 2%p.a. over the coupon rate for the period of non- compliance.</p> <p>The security will be created and perfected within 30 days from the Deemed Date of Allotment. Issuer's failure to create and perfect security shall attract 2% additional interest and give an option to the NCD holders for early redemption.</p> <p>The Issuer undertakes to provide a list and details on a quarterly basis, of Hypothecated Receivables client loan ("Hypothecated Asset Report")</p> <p><u>Eligibility Criteria for the Hypothecated Receivables:</u> Each asset provided as security must comply with the portfolio origination criteria below:</p> <ul style="list-style-type: none"> • All applicable "know your customer" requirements prescribed by the RBI have be complied with; • The receivables are existing at the time of selection and have not been terminated or pre-paid; • The receivables have not been restructured or rescheduled and are 'standard'. It is clarified that the assets would be 'current' on inclusion and replacement of receivables (to be carried out within 30 calendar days) would be upon becoming NPA (i.e. on crossing 90DPD). • Each client loans must satisfy the Issuer's credit and underwriting policies, including credit referencing agency checks where commonly used; • Each client loan must be directly originated by the Issuer and not loans purchased from a third party; <p>All loans hypothecated under the deed of hypothecation comply with RBI norms and guidelines</p> |

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| Transaction Documents | <ul style="list-style-type: none"> ● Letter appointing Trustees to the Debenture Holders ● Private Placement Offer Letter ● Information Memorandum ● Debenture Trust Deed ● Deed of Hypothecation ● Debenture Trustee Agreement ● Board Resolution authorizing this Issuance ● Applicable Shareholder Resolutions under the Companies Act 2013 ● Rating letter with the aforesaid Rating Agency(ies) with respect to this Issuance ● In Principal approval from stock exchanges for listing of NCDs. ● Any other document as may be agreed between the parties. <p>All transaction documents will comply with the requirements prescribed by the RBI (if applicable), SEBI (if applicable) and under the Companies Act, 2013 for the issuance of non-convertible debentures.</p> |
| Conditions Precedent to Disbursement | <p>To be prescribed in the transaction documents. These will include, but not limited to:</p> <ol style="list-style-type: none"> 1. All corporate approvals from the Board of Directors and shareholders of the Issuer, if applicable, shall have been received for the issuance of the NCDs in accordance with Companies Act, 2013 and submit the same to Debenture Trustee and Debenture Holders; 2. copies of the authorisations, approvals and licenses received by the Issuer from the RBI; 3. (to the extent applicable) copies of the resolution of the shareholders of the Issuer under Section 42 of the Act, certified as correct, complete and in full force and effect by an appropriate officer of the Issuer; 4. a copy of the resolution of the shareholders of the Issuer in accordance with Section 180(1)(c) of the Act approving the borrowing contemplated under the Transaction Documents OR a certificate of an authorised person of the Issuer confirming the non-applicability of Section 180(1)(c) of the Act; 5. a copy of the resolution of the shareholders of the Issuer in accordance with Section 180(1)(a) of the Act approving the creation of Security over the Charged Receivables OR a certificate of an authorised person of the Issuer confirming the non-applicability of Section 180(1)(a) of the Act; 6. a copy of the rating letter and the rating rationale issued by the Rating Agency in relation to the Debentures; Submitting to the Debenture Trustee and Debenture Holders, the rating letter issued by the Rating Agency; 7. a copy of the consent from the Registrar to act as the registrar and transfer agent for the issue of Debentures; 8. a copy of the consent from the Debenture Trustee to act as the debenture trustee for the issue of Debentures; |

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| | <ol style="list-style-type: none"> 9. Submitting to the Debenture Trustee and Debenture Holders, the rating letter issued by the Rating Agency; 10. The Issuer shall have submitted to the Debenture Holders and Debenture Trustee, all required documents for the purpose of satisfying its respective KYC requirements; 11. The Issuer shall have submitted to the Debenture Trustee and Debenture Holders a certified true copy of the constitutional documents of the Issuer (the Memorandum and Articles of Association and the Certificate of Incorporation); 12. The Issuer shall have submitted to the Debenture Trustee and Debenture Holders its audited account statements for the most recent financial year or audited financial half-year; 13. Execution of Debenture Trustee Agreement, issuance of Letter appointing Trustees to the Debenture Holders and submitting to the Debenture Holder a copy of the consent letter received from the Debenture Trustee agreeing to act as Debenture Trustee for the Debenture Holders; 14. Execution of the Debenture Trust Deed and Deed of Hypothecation in form and manner satisfactory to the Debenture Trustee; 15. The Issuer shall issue the Information Memorandum. |
| <p>Conditions Subsequent to Disbursement</p> | <p>To be prescribed in the Transaction Documents. These will include:</p> <ol style="list-style-type: none"> 1. On or prior to the utilisation of the subscription monies by the Company in respect of the Debentures and in any case, within 15 (Fifteen) days from the Deemed Date of Allotment, the Company shall file of a return of allotment on the issue of the Debentures in Form PAS-3 specified pursuant to Rule 12 and 14 of the Companies (Prospectus and Allotment of Securities) Rules, 2014, along with the requisite fee with the Registrar of Companies; 2. Dematerialised credit of the Debentures in the demat account of Debenture Holder within 5(Five) Business Days from the Deemed Date of Allotment. 3. The Debentures to be listed on the Bombay Stock Exchange (“BSE”) within 20 calendar days of the Deemed Date of Allotment 4. Creation and perfection of the Security within 30 (Thirty) days from the Deemed Date of Allotment; 5. Filing of the relevant forms with the Registrar of Companies for the perfection of charge over the Hypothecated Assets within and no later 30 (Thirty) calendar days from the Deemed Date of Allotment; and 6. The Company shall ensure compliance with RBI Act including Master circulars and guidelines issued by RBI, SEBI Act, circular and Regulations, Companies Act, 2013 and other applicable laws for issuance of Debentures. |

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| <p>Provisions related to Cross Default Clause</p> | <p>The Issuer:</p> <ul style="list-style-type: none"> (i) defaults in any payment of any Financial Indebtedness beyond the period of grace (not to exceed 30 (thirty) days), if any, provided in the instrument or agreement under which such Financial Indebtedness was created; (ii) defaults in the observance or performance of any agreement or condition relating to any Financial Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause or to permit the holder or holders of such Financial Indebtedness to cause (determined without regard to whether any notice is required) any such Financial Indebtedness to become due prior to its stated maturity; or <p>any Financial Indebtedness of the Issuer shall be declared to be due and payable, or required to be prepaid other than by a regularly scheduled required prepayment, prior to the stated maturity thereof.</p> |
| <p>Events of Default</p> | <p>To be prescribed in the Transaction Documents. Including but not limited to:</p> <ul style="list-style-type: none"> (a) If external rating by ICRA is downgraded by 4 notches or more, i.e to BBB- (Triple B Minus) from present rating of A , the investor will have the right to accelerate the redemption of the Debentures and require the Issuer to mandatorily redeem the Debenture and repay the principal amount on the Debentures, along with accrued but unpaid Coupon, and all other costs, charges and expenses incurred under or in connection with the Transaction Documents and the company has to pay the amount due within 30 days of receipt of such notice. If such a payment is not made within 30 days, this will constitute an event of default. (b) Non-payment of any of the dues under this Issuance on the payment day, (c) Default or trigger of event of default on any other indebtedness (cross default), (d) Misrepresentation or misleading information in any of the Transaction Documents (e) Issuer is unable or admits in writing its inability to pay its debts as they mature or suspends making payment of any of its debts, by reason of actual or anticipated financial difficulties or proceedings for taking it into liquidation have been admitted by any competent court or a moratorium or other protection from its creditors is declared or imposed in respect of any indebtedness of the Issuer; (f) Insolvency, winding up, liquidation (g) Creditors' processes including expropriation, attachment, sequestration, distress or execution initiated against the Issuer (h) Repudiation of Transaction Documents |

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| | <ul style="list-style-type: none"> (i) Cessation of business or any substantial part thereof or gives notice of its intention to do so (j) Bankruptcy, CDR proceedings filed with respect to the Issuer; (k) Any material act of fraud, embezzlement, misstatement, misappropriation or siphoning off of the Issuer / promoter funds or revenues or any other act having a similar effect being committed by the management or an officer of the Issuer (l) The Company has taken or suffered to be taken any action for re-organisation of its capital or any rearrangement, merger or amalgamation without the prior written approval of the Debenture Holders; (m) Promoters of the Company being declared wilful defaulter (n) The promoter/s and/or the directors of the Company are accused of, charged with, arrested or convicted a criminal offence involving moral turpitude, dishonesty or which otherwise impinges on the integrity of the promoter/s and/or director, including any accusations, charges and/or convictions of any offence relating to bribery; (o) All or a material part of the undertaking, assets, rights or revenues of the Company are condemned, seized, nationalised, expropriated or compulsorily acquired, or shall have assumed custody or control of the business or operations of the Company, or shall have taken any action for the dissolution of the Company, or any action that would prevent the Company, their member, or their officers from carrying on their business or operations or a substantial part thereof, by or under the authority of any Government or Government authority; (p) Occurrence of a Material Adverse Effect as determined by the Debenture Trustee, acting solely on the instructions of the Majority Debenture Holders. (q) Change in management control without prior written consent from the Debenture Holders/Trustee. (r) Any Transaction Document once executed and delivered, ceases to be in full force or becomes unlawful, invalid and unenforceable; (s) A petition for the reorganization, arrangement, adjustment, winding up or composition of debts of the Company is filed on the Company (voluntary or otherwise) or have been admitted or makes an assignment for the benefit of its creditors generally and such proceeding is not contested by the company for staying, quashing or dismissed within 30 (Thirty) days (t) Application of insolvency petition under bankruptcy code/NCLT by the Issuer (u) Breach of any covenants (including financial / management / affirmative / negative / information / reporting) and breach of any terms or conditions of Transaction Documents. (v) Security Cover is not maintained at all times until the redemption of the Debentures (w) Failure of the Company to register and perfect the charge created over the Hypothecated Assets within 30 (Thirty) days from the Deemed Date of Allotment. |
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| | <p>(x) Failure by the Company to utilise by the proceeds of the Debentures towards the End Use.</p> <p>All RBI/SEBI /other regulatory body guidelines issued from time to time by the regulatory/ statutory bodies to be complied with by the company</p> <p>Consequences of events of default are provided below:</p> <p>Upon occurrence of any of the aforesaid Event of Default, the Debenture Trustee may by a notice in writing to the Issuer initiate actions as may be contemplated in the Transaction Documents including the following:</p> <ol style="list-style-type: none"> i. declare that all of the Debentures, together with accrued but unpaid Coupon, and all other costs, charges and expenses accrued or outstanding under the Transaction Documents to be immediately (or such other date as the Debenture Trustee may specify) due and payable, whereupon they shall become so due and payable; ii. accelerate the redemption of the Debentures and require the Issuer to mandatorily redeem the Debenture and repay the principal amount on the Debentures, along with accrued but unpaid Coupon, and all other costs, charges and expenses incurred under or in connection with the Transaction Documents; iii. enforce the charge over the Hypothecated Assets in accordance with the terms of the Deed of Hypothecation and/or invoke the Personal Guarantee; iv. appoint any independent agency to examine and inspect the working of the Issuer and provide a report to the Debenture Trustee; and v. exercise such other remedies, including legal and equitable rights, as permitted or available under Applicable Law (including initiating insolvency proceedings under IBC (if applicable)) or the Transaction Documents. |
| Role and Responsibilities of Debenture Trustee | To oversee and monitor the overall transaction for and on behalf of the Debenture Holder(s) and such other roles and responsibilities as set out in greater detail in the Debenture Trust Deed. |
| Covenants | As set out in the finalized DTD. |
| Representation and warranties | As set out in the finalized DTD. |
| Confidentiality | The terms and conditions described in this Term Sheet, including its existence, shall be confidential information and shall not be disclosed to any third party except to each Party's advisors and counsel. Provided however that if any of the Parties is required by law to disclose information regarding this Term Sheet or to file this Term Sheet with any regulatory body, it shall, at a reasonable time after making any such disclosure or filing, inform the other Parties. |
| Governing Law and Jurisdiction | This Term Sheet shall be governed and construed exclusively in accordance with the laws of India. |

Redemption Schedule

Illustration of Bond Cash Flows per Debenture

| Cashflows | Date | No of Days in a Coupon Period | Amount (in INR) |
|-------------|-------------------|-------------------------------|-----------------|
| 0 | 12 June 2020 | | -10,00,000.0000 |
| 1st Coupon | 12 September 2020 | 92 | 27,726 |
| 2nd Coupon | 12 December 2020 | 91 | 27,425 |
| 3rd Coupon | 12 March 2021 | 90 | 27,123 |
| 4th Coupon | 12 June 2021 | 92 | 27,726 |
| 5th Coupon | 12 September 2021 | 92 | 27,726 |
| 6th Coupon | 12 December 2021 | 91 | 27,425 |
| 7th Coupon | 12 March 2022 | 90 | 27,123 |
| 8th Coupon | 12 June 2022 | 92 | 27,726 |
| 9th Coupon | 12 September 2022 | 92 | 27,726 |
| 10th Coupon | 12 December 2022 | 91 | 27,425 |
| 11th Coupon | 12 March 2023 | 90 | 27,123 |
| 12th Coupon | 12 June 2023 | 92 | 27,726 |
| Principal | 12 June 2023 | 1095 | 10,00,000.0000 |

Final Cash Flow

| Cashflows | Date | No of Days in a Coupon Period | Amount (in INR) |
|-------------|-------------------|-------------------------------|-----------------|
| 0 | 12 June 2020 | | -25 00 00 000 |
| 1st Coupon | 12 September 2020 | 92 | 69 31 507 |
| 2nd Coupon | 12 December 2020 | 91 | 68 56 164 |
| 3rd Coupon | 12 March 2021 | 90 | 67 80 822 |
| 4th Coupon | 12 June 2021 | 92 | 69 31 507 |
| 5th Coupon | 12 September 2021 | 92 | 69 31 507 |
| 6th Coupon | 12 December 2021 | 91 | 68 56 164 |
| 7th Coupon | 12 March 2022 | 90 | 67 80 822 |
| 8th Coupon | 12 June 2022 | 92 | 69 31 507 |
| 9th Coupon | 12 September 2022 | 92 | 69 31 507 |
| 10th Coupon | 12 December 2022 | 91 | 68 56 164 |
| 11th Coupon | 12 March 2023 | 90 | 67 80 822 |
| 12th Coupon | 12 June 2023 | 92 | 69 31 507 |
| Principal | 12 June 2023 | 1095 | 25 00 00 000 |

Accepted and agreed

For the Issuer
For FIVE-STAR BUSINESS FINANCE LIMITED


Authorised Signatory

(Authorised Signatory)

For the Investor

(Authorised Signatory)