

This document is important and should be read carefully. If you are in any doubt about its contents or the action to be taken, please consult your Banker, Stockbroker, Accountant, Solicitor, or any other professional adviser for guidance immediately. For information concerning certain risk factors which should be considered by prospective investors, see "Risk Factors" commencing on pages 104-109 thereof



GEREGU
POWER PLC

GEREGU POWER PLC

RC NO: 672639

(A POWER GENERATION COMPANY INCORPORATED AS A PUBLIC LIMITED LIABILITY COMPANY IN THE FEDERAL REPUBLIC OF NIGERIA)

₦100,000,000,000 **MULTI-INSTRUMENT ISSUANCE PROGRAMME** **SHELF PROSPECTUS**

This Shelf Prospectus is to be read and construed in conjunction with any supplement thereto and all documents which are incorporated herein, by reference and, in relation to any Series or Tranche (as defined herein) of Instruments, together with the applicable Pricing Supplement. This Shelf Prospectus shall be read and construed on the basis that such documents are incorporated herein and form part of this Shelf Prospectus. A copy of this Shelf Prospectus and the documents specified herein have been delivered to the SEC for registration. Copies of this Shelf Prospectus can be obtained at no cost at the offices of the Issuer and the Issuing houses.

This Shelf Prospectus has been issued in compliance with Part IX of the Investments and Securities Act no. 29 of 2007 ("ISA"), rule 279 under part F of the rules and regulations of the Securities and Exchange Commission ("SEC" or the "Commission"), 2013 (as amended from time to time) ("SEC Rules") and contains particulars which are compliant with the requirements of the Commission for the purpose of giving information with regards to the Geregu Power PLC ₦100,000,000,000 Multi-Instrument Issuance Programme (the "Programme"). Instruments issued under the Programme may be issued in Series or Tranches. The final terms of the relevant Series or tranche will be determined at the time of the offering of that Series or Tranche based on prevailing market conditions and will be set out in the relevant Pricing Supplement/Supplementary Prospectus.

The registration of this Shelf Prospectus and any Pricing Supplement thereafter does not in any way whatsoever suggest that the Commission endorses or recommends the Instruments offered or assumes responsibility for the correctness of any statement made or opinion or report expressed therein. No Instrument will be allotted or issued on the basis of this Shelf Prospectus read together with any Supplementary Shelf Prospectus or Pricing Supplement later than 3 (three) years from the date of this Shelf Prospectus unless the validity period (as subsequently defined) is extended by the Commission.

This Shelf Prospectus is to be read and construed in conjunction with any supplement, hereto and all documents incorporated by reference as a whole and, in relation to any series or tranche of the Programme, together with the relevant Pricing Supplement. The registration of this Shelf Prospectus and the securities which it offers does not relieve the parties of any liability arising under the act for false or misleading statements or for any omission of a material fact in this Shelf Prospectus. An investment in certain Instruments may entail a risk of loss of all or a portion of the principal amount of the Instrument which is directly caused by fluctuation of interest rates; devaluation of the currency of issue; value of Instruments at a securities market; or other indices or by a change in the condition of business or assets of the party selling the Instruments or other parties. Also, an exercise of an option or other right associated with certain Instruments or cancellation of a contract for sale of certain Instruments may be subject to certain time limitations. Investment in the Instruments is strictly for eligible institutional investors and high net worth Individuals as defined in the rules and regulations of the Securities and Exchange Commission.

All the directors of the Issuer collectively and individually accept full responsibility for the information contained in this Shelf Prospectus and declare that having taken reasonable care to ensure that the information contained herein is, to the best of their knowledge, in accordance with the facts and does not omit anything likely to affect the import of such information and that save as disclosed herein, no other significant new factor, material mistake or inaccuracy relating to the information included in this Shelf Prospectus as amended and/or supplemented from time to time has arisen or has been noted, as the case may be. It is a civil wrong and a criminal offence under the ISA to issue a prospectus which contains false or misleading information. Investors are advised to note that liability for false or misleading statements or acts made in connection with this Shelf Prospectus is provided for in Sections 85 and 86 of the ISA.

LEAD ISSUING HOUSE



RC NO: 444999

JOINT ISSUING HOUSES

RC NO: 1376952 RC NO: 600461 RC NO: 207138 RC NO: 739441 RC NO: 264978 RC NO: 691993 RC NO: 73946 RC NO: 1517636 RC NO: 685972 RC NO: 370890 RC NO: 485600

THIS SHELF PROSPECTUS IS DATED [o] 2022

Investors may confirm the clearance of the Prospectus and registration of the securities with the Securities and Exchange Commission by contacting the Commission on sec@sec.gov.ng or +234(0)94621100; or +234(0) 94621168. This Shelf Prospectus will be available on the following websites throughout the 3-year Validity Period.

www.geregupowerplc.com

www.sec.gov.ng

TABLE OF CONTENTS

TABLE OF CONTENTS	2
IMPORTANT NOTICE.....	3
INFORMATION RELATING TO THIS SHELF PROSPECTUS.....	4
ISSUE OF PRICING SUPPLEMENT	7
DECLARATION BY THE ISSUER.....	8
GLOSSARY OF TERMS	9
INCORPORATION OF DOCUMENTS BY REFERENCE.....	17
DIRECTORS, SECRETARY AND OTHER PARTIES TO THE PROGRAMME	18
THE PROGRAMME	22
TRANSACTION OVERVIEW.....	23
SUMMARY OF THE PROGRAMME.....	24
TERMS AND CONDITIONS OF THE PROGRAMME.....	33
OVERVIEW OF THE NIGERIAN ECONOMY	59
OVERVIEW OF THE NIGERIAN POWER SECTOR.....	65
DESCRIPTION OF GEREGU POWER PLC	74
EXTRACT FROM THE ISSUER'S RATING REPORT.....	89
EXTRACT FROM THE REPORTING ACCOUNTANTS' REPORT.....	91
TAX CONSIDERATIONS	96
CONFIRMATION OF GOING CONCERN STATUS FROM THE AUDITOR	97
CONFIRMATION OF GOING CONCERN STATUS FROM THE ISSUER	98
EXTRACT OF SOLICITOR'S LEGAL OPINION	99
BOARD AND SHAREHOLDERS' RESOLUTIONS.....	100
RISK FACTORS	104
STATUTORY AND GENERAL INFORMATION	110
EXTRACT OF THE PROGRAMME TRUST DEED	118
SELLING RESTRICTIONS, LISTING, CLEARING, SETTLEMENT AND TRANSFER OF INSTRUMENTS	149
FORM OF PRICING SUPPLEMENT FOR BONDS AND SUKUK.....	151

IMPORTANT NOTICE

This Shelf Prospectus is made in accordance with the provisions of the Investment & Securities Act, SEC Rules and Regulations and the listing and quotation requirements of the FMDQ and the NGX, for the purpose of giving information regarding the Issuer and the debt securities which, according to the particular nature of the Issuer, is necessary to enable investors make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuer.

No person has been authorized to give any information or to make any representation not contained in or not consistent with this Shelf Prospectus or any other information supplied in connection with the Programme and, if given or made, such information must not be relied upon as having been authorized by the Issuer, or any of the parties to the Programme.

Neither this Shelf Prospectus nor any other information supplied in connection with the Programme or the Debt Securities: (a) is intended to provide the basis of any credit or other evaluation; or (b) should be considered as a recommendation by the Issuer or any of the Parties to the Programme that any recipient of this Shelf Prospectus or any other information supplied in connection with the Programme should purchase any Instruments. Each Investor contemplating purchasing any Instruments should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness of the Issuer.

This Shelf Prospectus has been issued in compliance with part IX of the Act, the SEC Rules and Regulations and listing requirements of the NGX and FMDQ and contains particulars which are in compliance with the requirements of the Commission for the purpose of giving information with regards to the ₦100,000,000,000 Multi-Instrument Issuance Programme.

The distribution of this Shelf Prospectus and the offer or sale of the Debt Securities may be restricted by law in certain jurisdictions. Persons who come into possession of this Shelf Prospectus or any Debt Securities must inform themselves about and observe such restrictions.

This Shelf Prospectus has been prepared by the Issuer and Issuing Houses in connection with the ₦100,000,000,000 Multi-Instrument Issuance Programme of the Issuer (pursuant to which the Issuer will issue Debt Securities) for the purpose of giving information to the prospective investors in respect of the Debt Securities described herein. The SEC has cleared this Prospectus and registered the securities listed herein.

1. Presentation of Information

The information set forth herein has been obtained from official sources that are believed to be reliable, but is not guaranteed to be accurate, reliable, or complete. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Shelf Prospectus nor any issue made hereunder, or any future use of this Shelf Prospectus shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer since the date hereof.

All financial and other information presented or incorporated by reference in this Shelf Prospectus have been provided by the Issuer from its records, except for information expressly attributed to other sources. The presentation of certain information, including tables of receipts and other revenues, is intended to show recent historic financial information, and is not intended to indicate future or continuing trends in the financial position or other affairs of the Issuer. No representation is made that past experience, as it might be shown by such financial and other information, will necessarily continue or be repeated in the future.

A wide variety of other information concerning the Issuer, including financial information, are available on the Issuer's website – www.geregupowerplc.com - and other authorized publicly available company publications. Any such information that is inconsistent with the information set forth in this Shelf Prospectus should be disregarded. No such information is a part of or incorporated into this Shelf Prospectus.

2. Financial Information

Unless otherwise indicated, the financial information regarding the Issuer indicated in this Shelf Prospectus has been derived from the Reporting Accountants' Report on the Issuer's audited financial statements for the Five (5) years ended 31 December 2017; 2018; 2019; 2020 and 2021. The Issuer's audited financial statements have been prepared in accordance with (a) International Financial Reporting Standards; (b) the requirements of the CAMA, (c) the Financial Reporting Council of Nigeria Act No. 6 of 2011, and are presented in Naira, the reporting currency of the Issuer.

3. Rounding

Certain numerical figures included in this Shelf Prospectus have been subject to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown in totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

4. Forward-Looking Statements

Certain statements included herein and in any applicable Pricing Supplement may constitute forward-looking statements that involve a number of risks and uncertainties because they relate to events and depend on circumstances that may or may not occur in the future. Such forward-looking statements can be identified by the use of forward-looking terminologies such as "believes", "expects", "may", "are expected to", "intends", "will", "will continue", "should", "would be", "seeks", "approximately" or "anticipates" or similar expressions or the negative thereof or other variations thereof or comparable terminologies. These forward-looking statements include all matters that are not historical facts and include statements regarding the Issuer's intentions, beliefs or current expectations concerning, amongst other things, its operating results, financial condition, liquidity, prospects, growth, strategies, and the industry in which it operates. Prospective investors should be aware that forward-looking statements are not guarantees of

future performance and that the Issuer's actual results of operations, financial condition and liquidity, and the development of the industry in which they operate may differ materially from those made in or suggested by the forward-looking statements contained in this Shelf Prospectus. In addition, even if the Issuer's result of operations, financial condition and liquidity and the development of the industry in which they operate are consistent with the forward-looking statements contained in this Shelf Prospectus, those results or developments may not be indicative of results or developments in subsequent periods.

Factors that could cause actual results to differ materially from the Issuer's expectations are contained in cautionary statements in this Shelf Prospectus and include, among other things, the following:

- overall political, economic and business conditions in Nigeria;
- changes in government regulations;
- changes in tax requirements, including tax rate changes, new tax laws and revised tax law interpretations;
- economic and political conditions in international markets, including governmental changes;
- the demand for the Issuer's products and services;
- competitive factors in the industries in which the Issuer operates;
- interest rate fluctuations and other capital market conditions;
- exchange rate fluctuations; and
- the timing, , and other uncertainties of future actions.

The sections of this Shelf Prospectus entitled "**Risk Factors**", "**Description of Geregu Power PLC**" and "**Statutory and General Information**" contain a more detailed discussion of the factors that could affect the Issuer's future performance and the industry in which it operates. In light of these risks, uncertainties and assumptions, the forward-looking events described in this Shelf Prospectus may not occur.

The Issuer does not undertake any obligation to update or revise any forward-looking statement, whether as a result of new information, future events or otherwise. All subsequent written and oral forward-looking statements attributable to the Issuer or to persons acting on its behalf are expressly qualified in their entirety by the cautionary statements referred to above and contained elsewhere in this Shelf Prospectus.

This Prospectus contains certain statements, estimates and projections with respect to the future performance of the Issuer. These statements, estimates and projections reflect various assumptions by the Issuer concerning its anticipated future performance, which have been included solely for illustrative purposes. These statements, estimates and projections should not however, be relied upon as a representation, warranty or undertaking, expressed or implied, as to the future financial condition of the Issuer and actual occurrences may vary materially from the projected developments contained herein and/or the assumptions on which such statements, estimates and projections were based.

The receipt of this Shelf Prospectus or any information contained in it or supplied with it or subsequently communicated to any person does not constitute investment advice from the Issuing Houses to any prospective investor. Each prospective investor should make their own independent assessment of the merits or otherwise of subscribing to the securities offered herein and should seek their own professional advice in connection with any prospective investment by them.

INFORMATION RELATING TO THIS SHELF PROSPECTUS

The members of the Issuer's Board individually and collectively accept full responsibility for the accuracy of the information contained herein and have taken reasonable care to ensure that the material facts contained herein are true and accurate in all material respects and confirm, having made all reasonable enquiries, that to the best of their knowledge and belief, there are no material facts, the omission of which, would make any material statement herein misleading or untrue. Additional information may be obtained through the offices of the Issuing Houses as listed on page 17 of this Shelf Prospectus on any Business Day during the period of the respective opening and closing dates of the issuance of Debt Securities under the Programme, provided the Issuing Houses possess such information or can acquire it without unreasonable effort or expense.

Nothing in this Shelf Prospectus should be construed to mean that the Issuing Houses are bound to provide any information coming to their attention to any holder or potential investors in the Instruments. Also, the Issuing Houses are not bound to advise any investor or potential investors on the financial condition or affairs of the Issuer during the life of the arrangement contemplated therein.

ISSUE OF PRICING SUPPLEMENT

Following the publication of this Shelf Prospectus, a Pricing Supplement would be prepared by the Issuer and Issuing Houses for the approval of the SEC in accordance with Rule 279 of the SEC Rules and Regulations for each series of Instruments issued under the Programme.

Statements contained in any such Pricing Supplement, shall to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Shelf Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Shelf Prospectus.

The Issuer will, in the event of any significant new factor, material mistake or inaccuracy relating to information included in this Shelf Prospectus, which is capable of affecting the assessment of the Securities, prepare a Supplementary Prospectus/Pricing Supplement to this Shelf Prospectus or publish a new Shelf Prospectus for use in connection with any subsequent issue of Securities.



13, Walter Carrington Crescent,
Victoria Island, Lagos State
T: +234 - 01 280 2049
E: info@geregupowerplc.com
W: www.geregupowerplc.com

DECLARATION BY THE ISSUER

This Shelf Prospectus has been prepared on our behalf by the Issuing Houses for the purposes of providing information and disclosures on Gereg Power Plc (the "Company"), to prospective investors in connection with the Programme and the investment in the securities issued therein.

On behalf of the Board of Directors, we hereby make the following declarations:

1. We confirm that the information contained in this Shelf Prospectus is, to the best of our knowledge, in accordance with the facts and contains no omission likely to affect its import;
2. There has been no significant change in the financial condition or material adverse change in the prospects of the Company as at the date of this Shelf Prospectus;
3. The Company is not in breach of any terms and conditions in respect of borrowed monies which resulted in the occurrence of an event of default and an immediate recall of such borrowed monies during the twelve (12) months preceding the date of this Shelf Prospectus; and
4. No prosecution has been commenced against either the Company or any of its subsidiaries during the twelve (12) calendar months immediately preceding the date of this Shelf Prospectus in respect of any breach or contravention of any provision of the Companies and Allied Matters Act Chapter C20 Laws of the Federation Nigerian 2020 or the listing requirements of any recognized Securities Exchange.

SIGNED for and on behalf of
GEREGU POWER PLC

By its duly authorized representatives


Akinleye Otagbende
Company Secretary


Ganiyu Adisa
Chief Financial Officer


Akin Akinfemiwa
Chief Executive Officer



Directors:
Femi Otedola CON. (Chairman), Akin Akinfemiwa (Chief Executive Officer), Julius Omodayo-Owoluga (Deputy Chief Executive Officer)
Chris Adeyemi, Alex Okoh

Itobe - Ajaokuta Express Road,
Ajaokuta, Kogi State,
P.M.B 1024 Ajaokuta, Kogi State
Nigeria

GLOSSARY OF TERMS

Unless the context otherwise requires, the following expressions shall have the meanings respectively assigned to them:

"Allotment Date"	date on which the Instruments are allotted to Holders
"Applicable Pricing Supplement" or "Pricing Supplement"	The document(s) to be issued pursuant to this Shelf Prospectus, which shall provide final terms and conditions of a specific Series or Tranche of the Instruments under the Programme
"Auditors"	PKF Professional Services
"BPE"	The Bureau of Public Enterprises
"Board" or "Directors"	Board of directors of the Issuer
"Bonds" or "Debt Securities"	Registered bonds (including Green Bonds, Sukuk) or any other type of debt instruments or securities that will be issued by the Company from time to time under the Programme with an aggregate value not exceeding ₦100,000,000,000 (One Hundred Billion Naira) in accordance with the terms of this Shelf Prospectus and any applicable Pricing Supplement
"Bondholder" or "Holder"	Any registered owner or beneficial owner of Bond units or other Debt Securities to be issued under the Programme
"Book"	The collation of all bids received from Qualified Investors in respect of Instruments issued under the Programme which are being sold by way of bookbuilding indicating the value of the bids and the respective allocations
"Book Building"	As defined in Rule 321 of the SEC Rules, a process of price and demand discovery through which a Book Runner seeks to determine the price at which securities should be issued, based on the demand from Qualified Investors
"Book Runner(s)"	The Issuing House(s) duly appointed by the Issuer to maintain the Book in respect of the Instruments being sold by way of Book Building (as applicable)
"Business Day"	Any day except Saturdays, Sundays and public holidays declared by the Federal Government of Nigeria on which banks are open for business in Nigeria
"CAMA"	Companies and Allied Matters Act, 2020 as may be amended or replaced from time to time
"CBN"	Central Bank of Nigeria
"Certificates" or "Sukuk Certificates"	Investment certificates of equal value issued by the Company or Issuer Trustee (as applicable) representing an undivided

GLOSSARY OF TERMS

	beneficial ownership interest held by a Certificate holder in the Trust Assets in connection with Sukuk issued under the Programme, which shall be in the form set out in the Programme Trust Deed
"CGT Act"	Capital Gains Tax Act Cap. C1 LFN 2004 as amended by the Finance Acts
"CITA"	Companies Income Tax Act Cap. C21 LFN, 2004 (as amended by the Companies Income Tax (Amendment Act No. 11 of 2007 and the Finance Acts)
"CITA Order"	The Companies Income Tax (Exemption of Bonds and Short-Term Government Securities) Order 2011 made pursuant to the CITA.
"Conditions" or "Terms and Conditions"	Terms and conditions in accordance with which any Instrument will be issued, set out in the section of this Shelf Prospectus headed "Terms and Conditions of the Instruments" and in the relevant Trust Deeds
"Coupon"	The interest amount paid on the Bond periodically, as stated in the Applicable Pricing Supplement
"Coupon Commencement Date"	The Issue Date for any particular Series of Bonds, or such other date as may be specified in the Applicable Pricing Supplement, from which interest on the Bonds begins to accrue to the Bondholder or Holder
"Coupon Payment Date"	The date on which a coupon falls due for payment to the Bondholders, as specified in the Applicable Pricing Supplement
"Coupon Period"	The period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next Interest Payment Date
"Coupon Rate"	Interest rate payable to Bondholders or Holders as stated in the Applicable Pricing Supplement
"Clearing System" or "Central Securities Depository (CSD)"	Central Securities Clearing Systems PLC and/or FMDQ Depository Limited, or any other clearing house appointed by the Issuer for subsequent series
"CSCS"	Central Securities Clearing Systems PLC
"Daily Official List"	The daily publication of The NGX detailing price movements and information on all securities quoted on The Exchange
"Daily Quotation List"	The daily official publication of the FMDQ containing market/model prices and yields, and the values traded on all securities listed and quoted on the FMDQ

GLOSSARY OF TERMS

“Dealer(s)”	Any registered broker/dealer duly authorised to facilitate liquidity in the Instruments to be issued under the Programme
“Declaration of Trust”	The trust deed between the Issuer and the Delegate Trustees, dated on or about the date of the relevant Pricing Supplement issued in connection with the Certificates, by which the Issuer constitutes a trust over the Trust Assets any assets in favour of the Certificate holders and appointed the Delegate Trustees as its delegate trustee under the trust
“Delegate Trustees” or “Sukuk Trustees”	Any trustee appointed by the Issuer in relation to the Sukuk Issuance under the Programme
“Dissolution Date”	as the case may be: (a) the Scheduled Dissolution Date; or (b) any Optional Dissolution Date;
“Dissolution Distribution Amount”	In relation to each Certificate: (a) the sum of: (i) the outstanding face amount of such Certificate; and (ii) any accrued but unpaid Periodic Distribution Amounts for such Certificate; or (b) such other amount specified in the applicable Final Terms as being payable upon any Dissolution Date
“Dissolution Event”	All such events as are defined as dissolutions events under the Programme Trust Deed and particularly set out in the relevant Series Trust Deed
“Embedded Option”	A component of an Instrument which attaches certain rights to such Series or Tranche of Instruments, including but not limited to callability, convertibility or exchangeability
“Events of Default”	All such events as are defined under the Programme Trust Deed and particularly set out in the Series Trust Deed for the relevant Series
“Exchange Rate”	The applicable currency exchange rate which shall be the applicable CBN clearing rate at the allotment date
“Face Value”	The par value of a Bond
“Federal Government” or “FGN” or “the Government”	The Federal Government of Nigeria
“Finance Acts”	The Finance Act, 2019, the Finance Act, 2020 and the Finance Act of 2021
“Fixed Rate Bonds”	A Bond in respect of which the rate of interest is to be calculated and paid on a fixed rate basis and will not change during the life of the Bond
“Floating Rate Bonds”	A Bond which pays interest in accordance with a variable benchmark rate as prescribed in the Applicable Pricing Supplement

GLOSSARY OF TERMS

"FMDQ"	FMDQ Securities Exchange Limited
"FRACE"	Financial Regulation Advisory Council of Experts
"GDP"	Gross Domestic Product
"GBG"	Green Bond Guidelines
"Green Bond"	Bonds issued in accordance with the terms of this Shelf Prospectus and the applicable Pricing Supplement, the proceeds of which are to be applied exclusively applied to finance or re-finance in part or in full new and/or existing eligible Projects and which are aligned with the components of the GBG
"High Net Worth Individual"	As defined in the SEC Rules and Regulations
"Holder(s)"	Registered or beneficial owner of the Instrument to be issued in accordance with this Shelf Prospectus and the applicable Pricing Supplement
"IFRS"	International Financial Reporting Standards
"Index Linked Coupon Bond"	Bonds in respect of which Coupon will be calculated by reference to an index and/or formula or to changes in the prices of securities or commodities or to such other factors as may be prescribed in the applicable Pricing Supplement
"Instrument"	The registered instruments issued under the Programme including but not limited to bonds, green bonds, notes, sukuk, investment certificates, debt-linked notes, currency-linked notes or other debt securities that will be issued by the Company from time to time in accordance with the terms of the Shelf Prospectus and any applicable Pricing Supplement, with the maximum aggregate Principal Amount not exceeding ₦100,000,000,000 (One Hundred Billion Naira)
"Instrument Maturity Date"	The date specified in the applicable Pricing Supplement on which any Instrument issued thereunder is to be redeemed
"ISA" or "the Act"	Investments & Securities Act, No. 29, 2007 as may be amended or replaced from time to time
"Issuer"	Geregu Power PLC ("Geregu")
"Issue Date"	In respect of any particular Series or Tranche, the date on which the relevant series or tranche of the Instruments are issued, as specified in the Applicable Pricing Supplement
"Issuer Trustee"	The special purpose vehicle (the "SPV"), as issuer of the sukuk, representing an undivided ownership interest in the underlying asset and a right against the SPV for periodic distribution amounts and a dissolution amount.
"Issuing Houses"	The Lead Issuing House and the Joint Issuing Houses

GLOSSARY OF TERMS

"Joint Issuing Houses"	CardinalStone Partners Limited; Comercio Partners Capital Limited; Cordros Capital Limited; Coronation Merchant Bank Limited; FBNQuest Merchant Bank Limited; iWorld Financial Services Limited; Kairos Capital Limited; Lighthouse Capital Limited; Renaissance Securities (Nigeria) Limited; UCML Capital Limited; and Vetiva Capital Management Limited, and any other issuing house appointed from time to time by the Issuer either generally in respect of the Programme or in relation to a particular Series
"Lead Issuing House"	United Capital PLC, or any other Issuing House appointed from time to time by the Issuer either generally in respect of the Programme or in relation to a particular Series to act as the lead issuing house solely
"LFN"	Laws of the Federation of Nigeria 2004
"Majority Bondholders"	At any time after the issue of the Bond, Bondholders representing more than sixty percent (60%) of the Principal Amount Outstanding at any time during the life of the bond;
"Maturity Date"	the date on which any principal amount, final instalment amount or final rental amount (as defined in the relevant Series Trust Deed) of Bonds or Sukuk (as applicable) of a Series or Tranche becomes due and payable
"MoFI"	The Federal Ministry of Finance (Nigeria)
"Multi-Instrument Issuance Programme" or the Programme"	The ₦100,000,000,000 multi-instrument issuance programme being undertaken by Geregu Power PLC as described in this Shelf Prospectus, pursuant to which the Company may issue Series or Tranches (as applicable) of Instruments from time to time up to a maximum aggregate Principal Amount of ₦100,000,000,000
"Naira", "NGN" or "₦"	The Nigerian Naira
"NBS"	National Bureau of Statistics
"Nigeria"	The Federal Republic of Nigeria
"NGX" or "the Exchange"	The Nigerian Exchange Limited
"OTC"	Over the Counter
"Optional Dissolution Date"	in relation to any exercise of the Optional Dissolution Right, the date(s)
"Payment Account"	in relation to each Series or Tranche (as applicable) of Instruments, the account from which payment will be made to the Holders at the times and in such amounts as are specified in the repayment schedule set out in the relevant Pricing Supplement; provided that in the case of the Sukuk, payment account will be a non-interest-bearing account

GLOSSARY OF TERMS

“Periodic Distribution Amounts”	The amount that will be paid to the Certificate holders calculated on the basis specified in the applicable Final Terms of each Series or Tranche.
“Periodic Distribution Date”	The date(s) specified as such in the applicable Final Terms of each Series or Tranche.
“PFAs”	Pension Fund Administrators
“PITA”	The Personal Income Tax Act, Cap P8, LFN 2004 (as amended by the Personal Income Tax (Amendment Act) 2011 and the Finance Acts)
“Principal Amount”	The nominal amount of each Debt Security, as specified in the Applicable Pricing Supplement
“Professional Parties”	Professionals engaged by the Issuer to facilitate the registration and issuance of the Debt Securities
“Profit” or “Distribution” or “Rentals”	Profit or rent due on the Certificates issued under the Programme as may be specified in the applicable Final Terms
“Profit Commencement Date”	The Issue Date or such other date as may be specified in the applicable Final Terms
“Programme Size”	The maximum aggregate outstanding Principal Amount of all the Instruments that may be issued under the Programme, being ₦100,000,000,000
“Programme Trust Deed”	The deed between the Issuer and the Trustees dated [o] 2022 which empowers the Trustees to hold, administer and manage the Debt Service Reserve Account (where applicable) in respect of each series of Instruments issued pursuant to the Programme, and appoints the Trustees to act on behalf of Holders
“Qualified Institutional Investor”	A purchaser of securities that is financially sophisticated, which includes Banks, Fund Managers, PFAs, Insurance Companies, Investment/Unit Trusts, Multilateral and Bilateral Institutions, Registered and/or Verifiable Private Equity Funds, Registered and/or verifiable Hedge Funds, Market Makers, Staff Schemes, Trustees/Custodians, Stock Broking Firms, and any other category as the Commission may determine as stipulated by Rule 321 of the SEC Rules and Regulations, as amended
“Rating Agencies”	GCR Ratings Limited and Agosto and Co. Limited or any other SEC-registered rating agency appointed by the Issuer
“Redemption Amount”	The aggregate Principal Amount outstanding in respect of the Instruments on the Maturity Date

GLOSSARY OF TERMS

“Register”	The record maintained by the Registrar detailing the particulars of Holders and respective Instruments held by each Holder
“Registrar”	Meristem Registrars & Probate Services Limited or, if applicable, any successor Registrar
“Scheduled Dissolution Date”	The date specified as such in the applicable Final Terms
“Securities” or “Debt Securities”	Financial Instruments including but not limited to bonds, green bonds, notes, sukuk, investment certificates, debt-linked, currency-linked or other debt securities
“SEC” or the “Commission”	The Nigerian Securities and Exchange Commission
“SEC Rules and Regulations” or “SEC Rules”	The Rules and Regulations of the SEC 2013 (or as amended from time to time), issued by the SEC pursuant to the ISA
“Senior Bonds”	Bonds (or other similar securities) that rank <i>pari passu</i> without any preference of one above another by reason of priority of date of issue, currency of payment or otherwise with all other senior unsecured obligations of the Company, present and future, and such additional features as may be specified in the applicable Pricing Supplement
“Series”	A Tranche of Instruments together with any further Tranche or Tranches of Instruments which are (i) expressed to be consolidated and form a single series and (ii) are identical in all respects except for their respective Issue Dates, and/or Issue Prices
“Settlement Date”	The date by which the successful investor(s) must pay for the Instruments delivered by the Company
“Shelf Prospectus” or “Prospectus”	The document issued in accordance with the Rules and Regulations of the Commission, which details the aggregate size and broad terms and conditions of the Programme
“Supplemental Trust Deed” or “Series Trust Deed”	A deed supplementing or modifying the provisions of the Programme Trust Deed entered into by the Issuer, and the Trustees and empowering the Trustees in relation to a particular Series or Tranche of Debt Securities
“Subordinated Bonds”	Bonds that rank <i>pari passu</i> , without any preference of one above the other by reason of priority of date of issue, currency of payment or otherwise with all other subordinated unsecured obligations of the Company, present and future, except to the extent that any such obligations are by their terms expressed to be subordinated in right of payment to other subordinated unsecured obligations
“Sukuk”	Shariah compliant instruments issued by the Issuer or the Issuer Trustee (as applicable) from time to time, pursuant to the Programme Trust Deed and the applicable Series Trust Deed,

GLOSSARY OF TERMS

	which represent an undivided ownership interest in the Trust Assets, proportionate to the value of the Certificate holder's investment in the Trust Assets
"Terms and Conditions"	The terms and conditions of the Instruments as set out in this Shelf Prospectus and any applicable Pricing Supplement
"The Constitution"	The Constitution of the Federal Republic of Nigeria 1999 (as amended)
"Tranche"	In relation to any particular Series, all Debt Securities which are identical in all respects (including as to listing)
"Trust Assets"	in relation to the relevant Series or Tranche of Sukuk will be (a) the cash proceeds of the issue of the relevant Series or Tranche of Certificates, pending application thereof in accordance with the terms of the Transaction Documents; (b) all of the Trustee's rights, title, interest, benefits and entitlements, present and future, in, to and under the assets acquired with the cash proceeds referred to in (a) above; (c) all of the Issuer Trustee's rights, title, interest, benefits and entitlements, present and future, in, to and under the Transaction Documents; (d) all monies standing to the credit of the relevant Transaction Account from time to time; and all proceeds of the foregoing listed
"Trust Deeds"	Programme Trust Deed and Series Trust Deed
"Trustees"	FBNQuest Trustees Limited; Meristem Trustees Limited; Vetiva Trustees Limited; and United Capital Trustees Limited, their successor(s) and permitted assigns and/or any other trustee appointed by the Issuer in accordance with the Programme Trust Deed
"Validity period"	A period not exceeding three (3) years (or such extended period as approved by the Commission) from the date of issue of this Shelf Prospectus unless otherwise renewed by the Commission
"VAT"	Value Added Tax
"VAT Act"	The Value Added Tax Act, Cap V1, LFN 2004 (as amended by the Value Added Tax (Amendment) Act No 12 of 2007) and the Finance Acts
"VAT Order"	The Value Added Tax (Exemption of Proceeds of the Disposal of Government and Corporate Securities) Order, 2011 made pursuant to the VAT Act
"Zero Coupon Bond"	non-interest-bearing Bond or similar securities.

INCORPORATION OF DOCUMENTS BY REFERENCE

This Shelf Prospectus should be read and construed in conjunction with the Issuer's audited financial statements for the years ended 31 December 2017; 2018; 2019; 2020 and 2021 (and the notes thereto) and any quarterly or interim financial statements of the Issuer for the life of the Programme and prepared in compliance with the IFRS issued by the International Accounting Standards Board prescribed by the Financial Reporting Council of Nigeria ("FRCoN") (which include standards and interpretations approved by the FRCoN), together with its pronouncements thereon from time to time on a consistent basis.

The Issuer will, in the event of any material change in its financial position, which is not reflected in this Shelf Prospectus, prepare an amendment or supplement to this Shelf Prospectus. Also, the Issuer's information given in this Shelf Prospectus and the terms and conditions of additional Debt Securities to be issued under the Programme may be updated in a Pricing Supplement pursuant to the SEC Rules and Regulations. Any such amendment or supplement will be incorporated by reference to this Shelf Prospectus and form an integral part hereof. Any statement contained in a document that is incorporated by reference herein shall be deemed to be modified or superseded such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Shelf Prospectus.

The Issuer will provide at no cost to each prospective investor upon request, a copy of any document deemed to be incorporated herein by reference, unless such documents have been modified or superseded. Requests for such documents shall be directed to the Issuer at its registered office as set out in this Shelf Prospectus or the Issuing Houses at the address stated below:

United Capital PLC

3rd & 4th Floor, Afriland Towers
97/105 Broad Street, Lagos
+234 1 631 7883

Comercio Partners Capital Limited 10b Layi Yusuf Crescent, Lekki Phase I, Lagos, Nigeria. +234 (1)712 0263 – ext. 208	Cordros Capital Limited 70 Norman Williams Street, Ikoyi, Lagos, Nigeria. +234 1 904 9041 – 2	CardinalStone Partners Limited 5 Okotie Eboh Street, Ikoyi, Lagos, Nigeria. +234 1 631 2225	Coronation Merchant Bank Limited 10 Amodu Ojikutu St, Victoria Island 106104, Lagos, Nigeria. +234 1 236 6217	FBNQuest Merchant Bank Limited 16 Keffi Street, Off Awolowo Road, S.W Ikoyi, Lagos, Nigeria. +234 1 280 13404	
iWorld Financial Services Limited 10th Floor (Left Wing), Bookshop House, 50/52 Broad Street, Lagos, Nigeria. +234 811 1845 593	Kairos Capital Limited 5th Floor Elephant House, 214 Broad Street, Lagos, Nigeria. +234(0) 908 748 2175	Lighthouse Capital Limited 2 nd Floor, 39, Adeola Odeku Street, Victoria Island, Lagos. +234 1 271 8910	Renaissance Securities (Nigeria) Limited 6th Floor, East Tower, The Wings Office Complex, 17A Ozumba Mbadiwe Avenue, Victoria Island, Lagos, Nigeria. +234 1 448 5300	UCML Capital Limited 7 Fatai Durosinmi-Etti Crescent, Victoria Island, Lagos, Nigeria. +234 703 925 8550,	Vetiva Capital Management Limited 266B Kofo Abayomi Street, Victoria Island, Lagos, Nigeria. +234 807 209 0056

DIRECTORS, SECRETARY AND OTHER PARTIES TO THE PROGRAMME

<p>The Issuer</p>	<p>Geregu Power PLC 13, Walter Carrington Crescent, Victoria Island, Lagos State, Nigeria.</p> <p>Website: www.geregupowerplc.com Telephone: +234 - 012802048 or 012802049 Email: info@geregupowerplc.com</p>
<p>Issuer's Board of Directors</p>	<p>Mr. Femi Otedola CON. – Chairman 13, Walter Carrington Crescent, Victoria Island, Lagos State, Nigeria.</p> <p>Mr. Akin Akinfemiwa – Chief Executive Officer (CEO) 13, Walter Carrington Crescent, Victoria Island, Lagos State, Nigeria.</p> <p>Mr. Julius Omodayo Owotuga – Deputy Chief Executive Officer (DCEO) 13, Walter Carrington Crescent, Victoria Island, Lagos State, Nigeria.</p> <p>Mr. Christopher Adeyemi – Non-Executive Director 13, Walter Carrington Crescent, Victoria Island, Lagos State, Nigeria.</p> <p>Mr. Doron Grupper – Non-Executive Director 13, Walter Carrington Crescent, Victoria Island, Lagos State, Nigeria.</p> <p>Mr. Anil Dua – Non-Executive Director 13, Walter Carrington Crescent, Victoria Island, Lagos State, Nigeria.</p> <p>Ms. Olawunmi Otedola – Non-Executive Director 13, Walter Carrington Crescent, Victoria Island, Lagos State, Nigeria.</p>

DIRECTORS, SECRETARY AND OTHER PARTIES TO THE PROGRAMME

	<p>Mr. John Robert Lee – Non-Executive Director 13, Walter Carrington Crescent, Victoria Island, Lagos State, Nigeria.</p>
Issuer’s Company Secretary	<p>Mr. Akinleye Olubunmi Olagbende 13, Walter Carrington Crescent, Victoria Island, Lagos State, Nigeria.</p>
Statutory Audit Committee	<p>Mr. Taj Giwa Osagie – Chairman Address: 13, Walter Carrington Crescent Victoria Island Lagos State, Nigeria.</p> <p>Mr. Christopher Adeyemi Address: 13, Walter Carrington Crescent Victoria Island Lagos State, Nigeria.</p> <p>Mr. Anil Dua Address: 13, Walter Carrington Crescent Victoria Island Lagos State, Nigeria.</p> <p>Mr. John Robert Lee Address: 13, Walter Carrington Crescent Victoria Island Lagos State, Nigeria.</p>
Lead Issuing House	<p>United Capital PLC 3rd & 4th Floor Afriland Towers 97/105 Broad Street Lagos, Nigeria.</p>
Joint Issuing Houses	<p>CardinalStone Partners Limited 5 Okotie Road, Ikoyi, Lagos, Nigeria.</p> <p>Comercio Partners Capital Limited 10b Layi Yusuf Crescent, Lekki Phase I, Lagos, Nigeria.</p> <p>Cordros Capital Limited 70 Norman Williams Street, Ikoyi, Lagos, Nigeria.</p> <p>Coronation Merchant Bank Limited 10 Amodu Ojikutu St, Victoria Island, Lagos, Nigeria.</p>

DIRECTORS, SECRETARY AND OTHER PARTIES TO THE PROGRAMME

	<p>FBNQuest Merchant Bank Limited 16 Keffi Street, Off Awolowo Road, S.W Ikoyi, Lagos, Nigeria.</p>
	<p>iWorld Financial Services Limited 6b Alfred Olaiya Street, Opebi, Ikeja, Lagos, Nigeria.</p>
	<p>Kairos Capital Limited 5th Floor Elephant House, 214 Broad Street, Lagos, Nigeria.</p>
	<p>Lighthouse Capital Limited 2nd Floor, 39, Adeola Odeku Street, Victoria Island, Lagos, Nigeria.</p>
	<p>Renaissance Securities (Nigeria) Limited 6th Floor, East Tower, The Wings Office Complex, 17A Ozumba Mbadiwe Avenue, Victoria Island, Lagos, Nigeria.</p>
	<p>UCML Capital Limited 7 Fatai Durosinmi-Etti Crescent, Victoria Island, Lagos, Nigeria.</p>
	<p>Vetiva Capital Management Limited 266B Kofo Abayomi Street, Victoria Island, Lagos, Nigeria.</p>
	Trustees
<p>FBNQuest Trustees Limited 16 Keffi St, Ikoyi, Lagos, Nigeria.</p>	
<p>Meristem Trustees Limited 3 Norman Williams St, South-West, Ikoyi, Lagos, Nigeria</p>	
<p>United Capital Trustees Limited 3rd Floor, Afriland Towers, 97/105 Broad Street, Lagos, Nigeria.</p>	

DIRECTORS, SECRETARY AND OTHER PARTIES TO THE PROGRAMME

Solicitors to the Issuer	Libra Law Office 4, Probyn (Onisiwo) Road, Ikoyi, Lagos, Nigeria.
Solicitors to the Issue	The New Practice 49 Raymond Njoku Street South-West Ikoyi Lagos, Nigeria.
Reporting Accountants	Deloitte & Touche Civic Towers Plot GA1, Ozumba Mbadiwe Victoria Island Lagos, Nigeria.
Rating Agencies	GCR Ratings Limited 11th Floor, New Africa House 31 Marina, Lagos, Nigeria. Agusto and Co. Limited UBA House (5 th Floor) 57 Marina, Lagos Island, Lagos, Nigeria.
Registrar	Meristem Registrars & Probate Services Limited 213 Herbert Macaulay Way, Yaba, Lagos, Nigeria. Website: www.meristemng.com Telephone: +234 - 08097796655 or 012809250-3 Email: info@meristemregistrars.com
Auditor	PKF Professional Services PKF House 205A Ikorodu Road Obanikoro, Lagos, Nigeria.
Receiving Bank	First Bank of Nigeria Limited Samuel Asabia House 35 Marina P.O. Box 5216, Lagos, Nigeria.

NB: The Chairman, Mr. Femi Otedola CON., and one of the non-executive directors, Ms. Olawunmi Otedola, have a family relationship.

THE PROGRAMME

A copy of this Shelf Prospectus and the documents specified herein have been delivered to the SEC for approval and registration.

This Shelf Prospectus is being issued in compliance with the provisions of the ISA, the SEC Rules and Regulations and the listing and quotation requirements of FMDQ and The NGX and contains particulars in compliance with the requirements of the SEC, the NGX, and FMDQ for the purpose of giving information to the public with regards to the ₦100,000,000,000 Multi-Instrument Issuance Programme being undertaken by the Issuer. An application will be made to the Board Listings and Quotations Committee of the FMDQ and/or the NGX for admission to its platform of each Series of the Instruments to be issued under the Programme.

Each of the Directors of the Issuer represent that all reasonable care has been taken to ensure that the information concerning the Issuer contained in this Shelf Prospectus is true and accurate in all material respects as at the date of this Shelf Prospectus and that as of the date hereof, there are no other material facts, in relation to the Issuer, the omission of which would make misleading any statement herein, whether in fact or opinion.

LEAD ISSUING HOUSE



RC NO: 444999

JOINT ISSUING HOUSES



On behalf of



GEREGU POWER PLC

RC: 672639

are authorized to issue this Shelf Prospectus in respect of
the ₦100,000,000,000 Multi-Instrument Issuance Programme

This Shelf Prospectus has been registered with the SEC. The registration of this Shelf Prospectus and any subsequent Pricing Supplement shall not be taken to indicate that the SEC endorses or recommends the Instruments described herein or assumes responsibility for the correctness of any statements made or opinions or reports expressed herein.

This Shelf Prospectus must be read in conjunction with any Pricing Supplement to be issued by the Issuer from time to time within its Validity Period. No Instrument will be issued on the basis of this Shelf Prospectus read together with any Pricing Supplement later than three (3) years after the issue date indicated on the cover of this Shelf Prospectus, unless otherwise extended by the SEC.

This Shelf Prospectus contains:

1. on pages 33 – 58, the Terms & Conditions of the Programme;
2. on pages 89 – 90, an extract of the Rating Report, prepared by Agosto & Co. and GCR Ratings Limited;
3. on pages 91 – 95, the Reporting Accountants' Report on the Issuer's historical financial information, prepared by Deloitte & Touche; and
4. on page 99, opinion on claims and litigation prepared by The New Practice

This Shelf Prospectus and the documents referred to herein can be obtained free of charge from the offices of the Commission, the Issuer, and the Issuing Houses.

TRANSACTION OVERVIEW

Description of Transaction Structure

The Issuer, Geregu Power PLC, is a public limited liability company established as a power generating company engaging in electric power supply, distribution and other associated services as the directors may approve. The purpose of the Transaction is specifically to finance the Issuer's funding requirements by issuing Debt Securities to the general public.

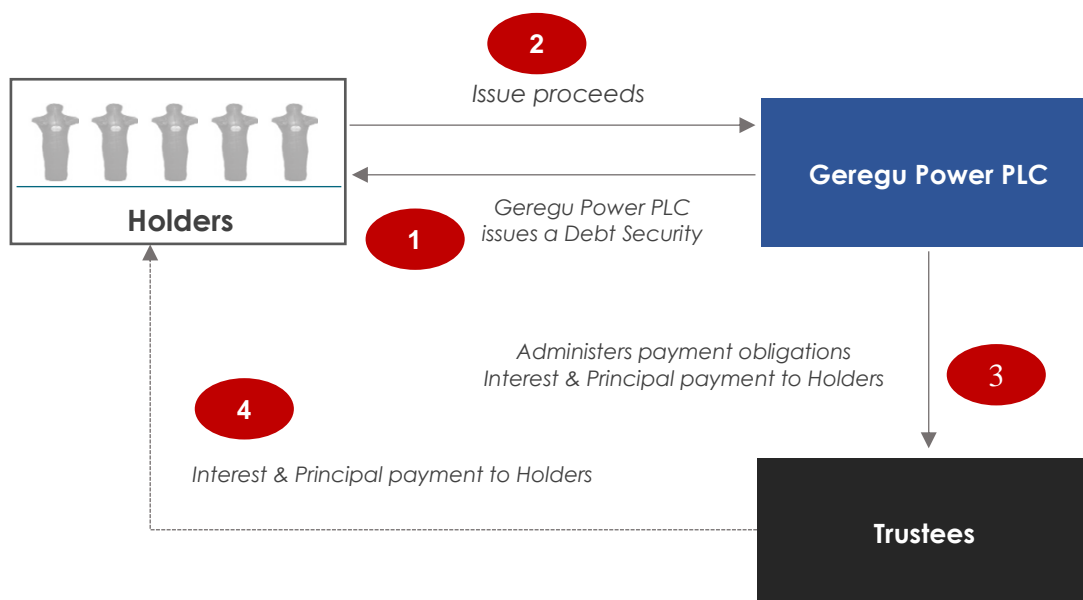
Utilization of the Issue Proceeds

Unless otherwise stated in the Applicable Pricing Supplement, the net proceeds from each issue of the Securities will be applied by the Issuer for its general corporate purposes including expansion of the Company's current power generation capacity and the strategic acquisition of power assets in Nigeria and other African countries.

The Applicable Pricing Supplement for each Series under the Programme will specify the details of the use of proceeds of the specific Series. The costs and expenses of or relating to each issuance of Securities under the Programme shall be payable by the Issuer and will be deducted from the gross issue proceeds.

Servicing of the Securities

The semi-annual payment of Coupons and the scheduled repayment of Principal Amount, in accordance with the amortization schedule in the Applicable Pricing Supplement, will be serviced with cash generated from the core operations of the Issuer.



Principal Transaction Document

The Programme Trust Deed is the key legal agreement required for the above-referenced structure and is qualified in its entirety by reference to the detailed provisions of this Shelf Prospectus, and supplemental documents to be issued in relation to a particular Series. It sets out the terms, conditions and covenants governing the issuance of Debt Securities and the appointment of Trustee under the Programme.

SUMMARY OF THE PROGRAMME

The following summary does not purport to be complete and is taken from and qualified in its entirety by the remainder of this Shelf Prospectus and, in relation to the terms and conditions of any particular Series, the applicable Pricing Supplement. Words and expressions defined in "Form of the Instruments" and "Terms and Conditions of the Instruments" shall have the same meaning in this summary:

Issuer	<ul style="list-style-type: none"> ▪ Geregu Power PLC
Programme Size	<ul style="list-style-type: none"> ▪ ₦100,000,000,000 (One Hundred Billion Naira)
Programme Description	<ul style="list-style-type: none"> ▪ A multi-instrument issuance programme being undertaken by Geregu Power PLC pursuant to which Series or Tranches of Instruments may be issued by Geregu Power PLC, the maximum aggregate Principal Amount outstanding of which shall not exceed the Programme Size. ▪ Under the terms of the Programme, Bonds, Green Bonds, Sukuk, Senior Bonds, Subordinated Bonds, Fixed Rate Bonds, Floating Rate Bonds, Floating Rate Sukuk, Fixed Rate Sukuk, Zero Coupon Bonds and any combinations thereof (as applicable, where possible) may be issued, all of which shall be denominated in Naira or in such other currency and on such terms and conditions as may be agreed between the Issuer and the Issuing Houses and specified in the relevant Pricing Supplement. ▪ Instruments to be offered hereunder are accorded a shelf registration with the SEC for a three (3) year period commencing on the date of the issue of this Shelf Prospectus. No Instruments shall be offered on the basis of this Prospectus after the expiration of the Validity Period unless the Validity Period is extended by the SEC. ▪ The Instruments shall be constituted by the Programme Trust Deed. A Series Trust Deed will be issued in respect of each Series. ▪ If issuing Sukuk, the Issuer may issue Sukuk directly or where the transaction exigency requires, Sukuk may be issued through special purpose vehicle(s), subject to obtaining requisite regulatory approvals. ▪ In accordance with the relevant Declaration of Trust or Series Trust Deed for a Sukuk, the Issuer Trustee will, inter alia, unconditionally, and irrevocably appoint the Delegate Trustees to be its delegate and attorney and to exercise certain present and future rights, powers, authorities, and discretions vested in the Issuer Trustee by certain provisions of the Trust Deed. In particular, the Delegate Trustees shall

SUMMARY OF THE PROGRAMME

	<p>be entitled to (and, in certain circumstances, shall, subject to being indemnified and/or secured and/or pre-funded to its satisfaction, be obliged to) take enforcement action following a Dissolution Event</p>
Lead Issuing House	<ul style="list-style-type: none"> ▪ United Capital PLC and/or any other Issuing House appointed as a Lead Issuing House, from time to time, in relation to the Programme
Joint Issuing Houses	<ul style="list-style-type: none"> ▪ CardinalStone Partners Limited ▪ Comercio Partners Capital Limited ▪ Cordros Capital Limited ▪ Coronation Merchant Bank Limited ▪ FBNQuest Merchant Bank Limited ▪ iWorld Financial Services Limited ▪ Kairos Capital Limited ▪ Lighthouse Capital Limited ▪ Renaissance Securities (Nigeria) Limited ▪ UCML Capital Limited ▪ Vetiva Capital Management Limited <p>and/or any other Issuing House appointed as a Joint Issuing House, from time to time, in relation to the Programme</p>
Issue Price	<ul style="list-style-type: none"> ▪ Instruments may be issued at par or at a discount to par. The Issue Price of a specific Series shall be defined in the Applicable Pricing Supplement
Issuance In Series	<ul style="list-style-type: none"> ▪ The Instruments may be issued in Series and each Series may comprise one (1) or more Tranches. The Instruments in each Series will be subject to identical terms, whether as to currency or otherwise, or terms which are identical except that the Issue Date and/or Maturity Date, the Issue Price, Profit Commencement Date or Coupon Commencement Date (as applicable) may be different. Details applicable to each Series or Tranche will be specified in the relevant Pricing Supplement. A Series may only be comprised of Instruments in registered form
Issuance In Tranches	<ul style="list-style-type: none"> ▪ The Instruments may be issued in Tranches, and Instruments in each Tranche may be identical in all respects except that the Issue Date and/or Maturity Date, the Issue Price, Profit Commencement Date or Coupon Commencement Date (as applicable) may be different. ▪ Details applicable to each Tranche will be specified in the relevant Pricing Supplement. A Tranche may only be comprised of Instruments in registered form
Methods of Issue	<ul style="list-style-type: none"> ▪ The Instruments under this Programme may be issued by way of a public offer, private placement, book build process, or any other method permitted by the SEC and as specified in the Applicable Pricing Supplement

SUMMARY OF THE PROGRAMME

Minimum application and multiples thereafter	<ul style="list-style-type: none"> ▪ The minimum application and multiples thereafter of a specific Series shall be defined in the Applicable Pricing Supplement
Use of Proceeds	<ul style="list-style-type: none"> ▪ The use of proceeds for each Series or Tranche shall be in compliance with applicable rules and regulations and specified in the relevant Pricing Supplement. The Issuer will receive the net proceeds of each issuance after the deduction of the costs of the issuance
Variable Coupon Amount Bonds	<ul style="list-style-type: none"> ▪ The Pricing Supplement issued in respect of each issue of Variable Coupon Amount Bonds will specify the basis for calculating the amounts of Coupon payable, which may be by reference to a variety of financial instruments, a currency exchange rate or any other index or formula or as otherwise provided in the relevant Pricing Supplement
Underwriting	<ul style="list-style-type: none"> ▪ The Instruments may be partially or fully underwritten on a standby or firm basis as specified in the relevant Pricing Supplement
Currency	<ul style="list-style-type: none"> ▪ Instruments will be denominated in Nigerian Naira or such currency or currency units as may be agreed between the Issuer, and the Issuing Houses, subject to compliance with all applicable legal and/or regulatory requirements of the Commission (including selling restrictions and additional disclosure requirements) in each case as described in the relevant Pricing Supplement
Ranking/Status of the Bonds	<ul style="list-style-type: none"> ▪ The Programme allows for the issuance of various types of Instruments including Senior Bonds or Subordinated Bonds. The Senior Bonds are direct, unconditional, unsecured obligations of the Issuer and shall at all times rank pari passu among themselves without any preference of one above the other by reason of priority of date of issue, currency of payment or otherwise. The payment obligations of the Issuer under the Senior Bonds and in respect of currency of payment, and any Coupon thereon (as applicable) shall at all times rank at least equally with all other senior unsecured obligations of the Company, present and future, except for obligations mandatorily preferred by law applying to companies generally or except to the extent that any such obligations are by their terms expressed to be subordinated in right of payment, amounts and terms of issue to be published by the Issuer from time to time by way of a Pricing Supplement

SUMMARY OF THE PROGRAMME

	<ul style="list-style-type: none"> ▪ The Subordinated Bonds will rank pari passu without any preference of one above the other by reason of priority of date of issue, currency of payment or otherwise with all other subordinated unsecured obligations of the Company, present and future, except to the extent that any such obligations are by their terms expressed to be subordinated in right of payment to other subordinated unsecured obligations. The Senior Bonds will rank in priority of payment to the Subordinated Bonds. ▪ The Certificates will constitute senior unsecured obligations of the Issuer Trustee and shall at all times rank pari passu, without any preference or priority with all other Certificates of the relevant Series or Tranche; and shall represent an undivided ownership interest in the Trust Assets of the relevant Series, subject to the terms of the relevant Series Trust Deed and the Final Terms; and will be limited recourse obligations of the Issuer Trustee. The payment obligations of the Issuer (in any capacity) under the Transaction Documents in respect of each Series or Tranche of Certificates will be (subject to the Final Terms) direct, unconditional and unsecured obligations and shall, save for such exceptions as may be provided by applicable legislation and subject to the Final Terms, at all times rank at least pari passu with all other present and future unsecured and unsubordinated obligations of the Issuer, from time to time outstanding
Limited Recourse	<ul style="list-style-type: none"> ▪ Each Certificate of a particular Series or Tranche will represent an undivided ownership interest in the Trust Assets for such Series. No payment of any amount whatsoever shall be made in respect of the Certificates except to the extent that funds for that purpose are available from the relevant Trust Assets. Certificate holders have no recourse to any assets of the Issuer Trustee (and/or its directors, officers or agents in their capacity as such) (other than the relevant Trust Assets) or the Delegate Trustees or any of their respective directors, officers, employees or agents in respect of any shortfall in the expected amounts from the relevant Trust Assets to the extent the relevant Trust Assets have been exhausted, following which all obligations of the Issuer Trustee shall be extinguished
Events of Default	<ul style="list-style-type: none"> ▪ The events of default under the Instruments are as specified within the Programme Trust Deed and as modified in respect of any Series or Tranches by the applicable Supplemental Trust Deed. The Trustees shall notify the Commission of such

SUMMARY OF THE PROGRAMME

	<p>event(s) of default as required by the SEC Rules and Regulation</p>
Form of the Instruments	<ul style="list-style-type: none"> The Instruments will be issued in registered form. The issue and ownership of the Instruments will be effected and evidenced by the particulars of the Holder being entered in the Register by the Registrar and the Instruments being electronically credited in the CSD accounts of the Holders. Unless otherwise specified in the final terms of any Series, the Instruments shall be issued in uncertificated (dematerialised or book entry) form, which shall be registered with a separate securities identification code with the CSD
Ratings	<ul style="list-style-type: none"> The Instruments issued under this Programme will be rated by at least one rating agency duly registered with the SEC and such rating shall be reviewed annually in accordance with the rules and regulations of the Commission. The rating report(s) will be set out in the relevant Pricing Supplement
Provision of Debt Service Reserve Account	<ul style="list-style-type: none"> The Debt Service Reserve Account ("DSRA") may be created in respect of any Tranche or Series in accordance with the provisions of the applicable Series Trust Deed. The DSRA, where established, shall be funded from the Issuer's operating cash flows and be managed by the Trustees
Escrow Account	<ul style="list-style-type: none"> An Escrow Account shall be created specifically for the net proceeds of the Green Bonds domiciled with the custodian and the Trustees and they shall ensure that the proceeds are used for the green projects stated in the relevant Pricing Supplement
Dissolution Events (Applicable to the Sukuk)	<ul style="list-style-type: none"> The Dissolution Events applicable to any Sukuk issued under the Programme are as described in the Programme Trust Deed and as modified in respect of any Series or Tranche by the applicable Series Trust Deed. Following the occurrence and continuation of a Dissolution Event in respect of a Series or Tranche of Certificates, the Certificates may be redeemed in whole, but not in part, at the relevant Dissolution Distribution Amount on the Dissolution Event Redemption Date in the manner described in the Final Terms
Maturity of Instruments	<ul style="list-style-type: none"> The Instruments may be issued with such maturities as may be agreed between the Issuer and the relevant Issuing Houses and as indicated in the relevant Pricing Supplement, subject to such minimum or maximum maturities as may be allowed or required from time to time by the Issuer or any laws or regulations applicable to the Issuer or the relevant specified currency

SUMMARY OF THE PROGRAMME

Subscription of Instruments	<ul style="list-style-type: none">▪ The Instruments may be subscribed to in accordance with the form of application set out in the relevant Pricing Supplement relating to the Instruments being issued
Closing Date	<ul style="list-style-type: none">▪ The Closing Date of a specific Series or Tranches shall be stated in the Applicable Pricing Supplement
Opening Date	<ul style="list-style-type: none">▪ The Opening Date of a specific Series or Tranches shall be stated in the Applicable Pricing Supplement
Coupon	<ul style="list-style-type: none">▪ The Debt Securities may be interest-bearing or non-interest bearing. The Coupon, if any, payable on the Bonds shall be determined by the Issuer, and the Issuing Houses and stated accordingly in the Applicable Pricing Supplement
Periodic Distribution Amounts	<ul style="list-style-type: none">▪ Certificate holders are entitled to receive periodic distribution amounts representing the income due on the outstanding amount of the Certificate, equal to the Profit Rate and as specified in the applicable Final Terms
Profit, Rental or Return Rate	<ul style="list-style-type: none">▪ The profit, rental or return rate payable from time to time in respect of the Certificates and that is either specified in the applicable Final Terms or calculated in accordance with the provisions hereof
Frequency	<ul style="list-style-type: none">▪ The frequency of payment of Coupon, Periodic Distribution Amount or any other monies due on the Instruments shall be specified in the relevant Pricing Supplement for the Instruments being issued
Denominations	<ul style="list-style-type: none">▪ Instruments will be issued in such denominations as may be agreed between the Issuer and the Issuing Houses and as specified in the relevant Pricing Supplement, subject to compliance with all applicable legal and regulatory requirements, and in accordance with usual market practice
Tenor	<ul style="list-style-type: none">▪ The tenor of a particular Series or Tranche of Instruments shall be determined by the Issuer and the relevant Issuing Houses and specified accordingly in the relevant Pricing Supplement for the Instruments being issued
Early Redemption	<ul style="list-style-type: none">▪ Early redemption will be permitted only to the extent specified in the Applicable Pricing Supplement and Supplementary Trust Deed and then only subject to any applicable legal or regulatory limitations
Early Dissolution	<ul style="list-style-type: none">▪ If so specified in the applicable Series Trust Deed, the Certificates may be redeemed in whole, but not in part, prior to the Scheduled Dissolution Date upon the: (a) exercise of an Optional Dissolution Right (if so specified in the applicable Final Terms); or (b) occurrence of a Dissolution

SUMMARY OF THE PROGRAMME

	Event, in each case, at the relevant Dissolution Distribution Amount on the relevant Dissolution Date
Optional Dissolution Right	<ul style="list-style-type: none"> ▪ If so specified in the applicable Final Terms, the Issuer Trustee may redeem the Certificates of the relevant Series or Tranche in whole, but not in part, at the relevant Dissolution Distribution Amount on any Optional Dissolution Date. If applicable to the relevant Series, the Optional Dissolution Date(s) will be specified in the applicable Final Terms
Redemption	<ul style="list-style-type: none"> ▪ Instruments may be redeemable at par or at such other redemption amount (detailed in a formula or otherwise) as may be specified in the relevant Pricing Supplement
Redemption Amount	<ul style="list-style-type: none"> ▪ The relevant Pricing Supplement will specify the redemption amount or if applicable, the basis for calculating the redemption amount payable
Repayment	<ul style="list-style-type: none"> ▪ Repayment terms in respect of the Instruments issued under the Programme shall be specified in the relevant Pricing Supplement for the Series or Tranche being issued
Negative Pledge	<ul style="list-style-type: none"> ▪ For as long as any of the Bonds are outstanding, the Issuer hereby covenants that it shall not create any charge, mortgage, lien, pledge or other security interest upon any of its assets or any other party or any other indebtedness guaranteed by it without the prior written consent of the Trustee. Where the Trustee so consents, the Issuer shall at the same time as the creation of such indebtedness grant to the Trustee (for the benefit of the Bondholders) the same or equivalent security as is granted in relation to the indebtedness. Any new charge, mortgage, lease, lien, pledge etc. on the Issuer shall be subject to the SEC's approval
Business Day Convention	<ul style="list-style-type: none"> ▪ Day Different day count conventions may be stipulated in the relevant Pricing Supplement
Listing	<ul style="list-style-type: none"> ▪ Each Series of Instruments will be listed on the FMDQ and/or the NGX and/or admitted to listing, trading and/or quotation by any other listing authority, stock exchange and/or quotation system as may be agreed between the Issuer and the Issuing Houses
Taxation	<ul style="list-style-type: none"> ▪ The income, profit and interest earned from debt instruments (including bonds and sukuks) by holders is subject to tax imposed under the CITA. In view of this, the Issuer shall be required by law, to withhold tax on Coupon/profit payments on the Instruments to corporate holders at the rate of ten per cent (10%). The PITA however grants tax waiver to persons taxable under the PITA in respect of income earned from bonds, sukuks and short-term securities issued by

	<p>Federal, State and Local Governments and their agencies (corporates and supra-nationals).</p> <ul style="list-style-type: none"> ▪ By virtue of the provisions of the VAT Act (as amended by the Finance Act 2020), proceeds from the disposal of debt instruments will also be exempt from VAT given securities are specifically excluded from the definition of “goods and services” under that Act. Consequently, holders are not required to pay VAT on the Instruments. Holders however will be required to pay VAT on commissions payable to the SEC; NGX; and CSD in respect of the Instruments. ▪ All gains derived from the disposal of the Instruments will also in compliance with the CGT Act, remain subject to capital gains tax.
Instruments Trading & Liquidity	<ul style="list-style-type: none"> ▪ Instruments may trade OTC or on any other recognised trading platform between banks and qualified market counterparties. Dealers will, subject to the rules of the applicable trading platform, be obliged to quote two-way prices for the Instruments
Terms and Conditions:	<ul style="list-style-type: none"> ▪ The terms and conditions applicable to each Series or Tranches (the “Terms and Conditions”) will be agreed between the Issuer, and the Issuing Houses at or prior to the time of issuance of such Tranche or Series and will be specified in the Applicable Pricing Supplement. The Terms and Conditions applicable to each Tranche or Series will therefore be those set out on pages 33 – 58 hereof as supplemented, modified or replaced by the Applicable Pricing Supplement
Other Conditions	<ul style="list-style-type: none"> ▪ Such other Terms and Conditions as may be incorporated by reference to, modified by, or supplemented by applicable Supplementary Shelf Prospectus for the Issue
Governing Law	<ul style="list-style-type: none"> ▪ The Instruments and all related contractual documentation will be governed by, and construed in accordance with Nigerian law
Statement of Indebtedness	<ul style="list-style-type: none"> ▪ Details of all indebtedness of the Company at the time of issuance of any Instruments under the Programme will be disclosed in the Supplementary Prospectus relating to the series or Tranches of Instruments to be issued
Rights of Bondholders/Sukukholders	<ul style="list-style-type: none"> ▪ See pages 122 - 123 of the Shelf Prospectus
Summary of Financials	<ul style="list-style-type: none"> ▪ See pages 92 - 95 of this Shelf Prospectus

SUMMARY OF THE PROGRAMME

Capital Structure	<ul style="list-style-type: none"> ▪ See page 93 of this Shelf Prospectus
Company's Auditors	<ul style="list-style-type: none"> ▪ PKF Professional Services PKF House, 205A Ikorodu Road, Obanikoro, Lagos, Nigeria.
Entity in Charge of Records	<ul style="list-style-type: none"> ▪ Meristem Registrars & Probate Services Limited 213 Herbert Macaulay Way, Yaba, Lagos, Nigeria
Board and Shareholders' Resolutions	<ul style="list-style-type: none"> ▪ See pages 100 - 103 of this Shelf Prospectus for extract of board resolution
Information on share Capital of the Company	<ul style="list-style-type: none"> ▪ See page 110 of this Shelf Prospectus
Transaction Documents	<ul style="list-style-type: none"> ▪ Shelf Prospectus ▪ Pricing Supplement ▪ Programme Trust Deed ▪ Series Trust Deed ▪ Series Vending Agreement ▪ Board Resolution authorising the Programme ▪ Reporting Accountants Report ▪ Solicitors' Opinion on Claims and Litigation & Material Contracts ▪ Rating Reports ▪ Underwriting Agreement (where applicable) and any other agreement executed in connection with any Series or Tranche of Instruments issued pursuant to this Shelf Prospectus. <p>In relation to the Sukuk, subject to the Final Terms, there may be additional documents such as a Lease Agreement, Agency Agreement, Murabaha Agreement, Declaration of Trust (together with all documents, notices of request to purchase, offer notices, acceptances, notices and confirmations delivered or entered into as contemplated in connection with the relevant Series)</p>

FIRST SCHEDULE

TERMS AND CONDITIONS OF THE BONDS

*The following is the text of the general terms and conditions which, subject to amendment and as completed, modified, supplemented, varied or replaced, in whole or in part, by the final terms which are set out in the relevant Series Trust Deed (the “**Final Terms**”) and, except for the italicised text, will apply to the Bonds and will be endorsed on the back of each Bond Certificate issued in respect of the Bonds.*

*The provisions of these terms and conditions set out below (the “**Conditions**”) which are applicable to the Bonds issued under the Programme shall be deemed to be completed by the information contained in the relevant Final Terms. Bonds may be issued in separate tranches which together with other tranches, may form a series of bonds. Any provision of the Final Terms modifying, supplementing or replacing, in whole or in part, the provisions of these Conditions shall be deemed to so modify, supplement or replace, in whole or in part, the provisions of these Conditions; alternative or optional provisions of these Conditions as to which the corresponding provisions of the Final Terms are not completed or are deleted shall be deemed to be deleted from these Conditions; and all provisions of these Conditions which are inapplicable to the Bonds shall be deemed to be deleted from these Conditions, as required to give effect to the terms of the relevant Final Terms.*

The Bonds are constituted by and under the Programme Trust Deed dated on or about the date of this Deed between Gereg Power Plc (the “**Issuer**”), and Vetiva Trustees Limited, FBNQuest Trustees Limited, Meristem Trustees Limited and United Capital Trustees Limited (the “**Trustees**”) as supplemented by the relevant Series Trust Deed between the Parties. The Bondholders are entitled to the benefit of and are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and the relevant Series Trust Deeds applicable to them. Copies of the Trust Deed are available for inspection between the hours of 10:00am and 4:00pm on any Business Day at the designated offices of the Trustees and as specified in the Series Trust Deed.

Any Series of Bonds which is to be created and issued pursuant to the Programme Trust Deed shall be constituted by, be subject to and have the benefit of a Series Trust Deed (the “**Series Trust Deed**”) between the Issuer and the Trustees. The Issuer shall execute and deliver such Series Trust Deed to the Trustees containing such provisions (whether or not corresponding to any of the provisions contained in the Programme Trust Deed) as the Trustees may require. Each Series Trust Deed shall set out the form of the Series of Bonds to be so constituted.

These Conditions include summaries of, and are subject to the detailed provisions of, the Programme Trust Deed and the relevant Series Trust Deed.

Words and expressions defined in the Trust Deed (as same may be amended, varied or supplemented from time to time with the consent of the Parties) are expressly and specifically incorporated into and shall apply to these Conditions.

Capitalised terms used but not defined in these Conditions shall have the meanings attributed to them in the Programme Trust Deed unless the context otherwise required or unless otherwise stated.

1. **Form, Denomination and Title-**

- 1.1 Bonds shall be issued in registered form in denominations specified in the Series Trust Deed relating to the relevant Series. The Bonds issued under the Programme may be fixed rate bonds, floating rate bonds, discounted or a combination of such bonds in denominations as may be specified in the relevant Pricing Supplement
- 1.2. The Bonds will be issued in uncertificated (dematerialised or book-entry) form, which shall be registered with a separate securities identification code with the appropriate CSD.
- 1.3. A Series of Bonds may be listed on the relevant Exchange, subject to any Applicable Laws. The applicable Pricing Supplement will specify whether or not a Series or Tranche of Bonds will be listed and on which financial exchange(s) they are to be listed (if applicable).
- 1.4. The title to the Bonds which will be issued in uncertificated form shall be effected in accordance with the rules governing transfer of title in securities held by the CSD. In these Conditions, Bondholders and (in relation to a Bond) holder means the person in whose name a Bond is registered in the Register of Bondholders.

2. **Repayment**

The principal on the Bonds will be repaid on the relevant Maturity Date or on an amortising basis in accordance with the terms of the relevant Series or such date as the Trustees in accordance with the Programme Trust Deed declares the Bonds to have become immediately repayable, together with such premium (if any) agreed in the relevant Series Trust Deed on such Bonds.

If the due date for the payment of any amount in respect of the Bonds is not a Business Day, then the Bondholder shall not be entitled to payment of the amount due until the next Business Day and the Bondholder shall not be entitled to any further Coupon or other payment in respect of any such delay.

3. **Redemption**

- 3.1 Unless previously redeemed or purchased and cancelled, the Issuer will redeem the Bonds at their Principal amount on such dates as specified in the Series Trust Deed.

3.2 *Redemption by Instalments*

The Bonds may be partially redeemed by instalments on such dates and at such amounts specified in the applicable Final Terms and the payments made in instalments shall reduce the Principal Amount Outstanding on such Bond until fully redeemed at the final Maturity Date.

3.3 *Redemption prior to Maturity*

- 3.3.1 Subject to the terms of the relevant Series Trust Deed, the Issuer shall be entitled at anytime to redeem the whole or any part of the Bonds upon giving the holders of the Bonds to be redeemed, a minimum of thirty (30) days and maximum of sixty (60) days notice of its intention to do so.

TERMS AND CONDITIONS OF THE PROGRAMME

- 3.3.2 Notwithstanding the provisions of Condition 3.3.1, the Issuer shall only redeem the Bonds on a Coupon Payment Date and not otherwise.
- 3.3.3 At the expiration of the notice in Condition 3.3.1 above, the Issuer shall be entitled and bound to redeem the Bonds in respect of which such notice has been given.
- 3.3.4 Early redemption shall take place on such terms as shall be agreed in the relevant Series Trust Deed
- 3.3.5 In the case of redemptions made under this Condition, not less than thirty (30) days and not more than sixty (60) days, previous notice in writing of the date fixed for redemption, which shall be a Coupon Payment Date, shall be given by the Issuer to each Bondholder any of whose Bonds is to be redeemed. Such notice shall state the amount of the Bond due for redemption and the condition under which such redemption is to be effected.
- 3.3.6 Not less than seven (7) days before giving the notice referred to in 3.3.5 above, the Issuer shall give notice to the Trustees and the Registrar (which notice shall be irrevocable and shall specify the date fixed for the redemption), for the Redemption to which the notice applies in line with the relevant Series Trust Deed.

3.4 *Redemption for Taxation Reasons*

If so specified in the Pricing Supplement, the Bonds may be redeemed at the option of the Issuer in whole, or in part, on giving not less than 30 (thirty) nor more than 60 (sixty) days' notice to the Bondholders (which notice shall be irrevocable) at their early redemption amount together with the Coupon accrued to the date fixed for redemption, if:

- (a) The Issuer has or will become obliged to pay additional amounts as a result of any change in, or amendment to, the laws or regulations of the Federal Republic of Nigeria or any political subdivision or any authority having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date; and
- (b) the requirement cannot be avoided by the Issuer taking reasonable measures available to it. Prior to the publication of any notice of redemption pursuant to this Condition 3.4, the Issuer shall deliver to the Trustees, a certificate signed by two directors of the Issuer stating that the requirement referred to in subparagraph (i) above will apply on the next Coupon Payment Date and cannot be avoided by the Issuer taking reasonable measures available to it, and the Trustees shall be entitled to accept the certificate as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Bondholders.

4. **Purchase of Bond by the Issuer**

The Issuer may at any time and from time to time purchase any part of the Bonds through the relevant Exchange, but not otherwise. Any Bond so purchased will be cancelled and will not be available for re-issue.

5. **Status of the Bonds**

- 5.1 Unless otherwise provided in the Final Terms, the Issuer may issue senior or subordinated Bonds.
- 5.2 The senior Bonds constitute a direct, unconditional, unsecured and unsubordinated obligations of the Issuer and shall at all times rank equally and without any preference among themselves.
- 5.3 The payment obligations of the Issuer in respect of the principal and any interest on the senior Bonds shall at all times rank at least equally with all other senior unsecured obligations of the Issuer, present and future except for obligations mandatorily preferred by law applying to companies generally.
- 5.4 The subordinated Bonds will rank equally with all other subordinated unsecured obligations of the Issuer, present and future, except to the extent that any such obligations are by their terms expressed to be subordinated in right of payment to other subordinated unsecured obligations. The senior Bonds will rank in priority of payment to the subordinated Bonds.

6. Negative Pledge

For as long as any of the Bonds are outstanding, the Issuer shall not:

- 6.1. create (without the prior written consent of the Trustees, such consent not to be unreasonably withheld) any Security Interest to secure any Financial Indebtedness, unless the Issuer's obligations under the Bonds are secured equally and rateably with the said obligations or have the benefit of such other security, guarantee, indemnity or other arrangement as the Trustees in their absolute discretion shall deem not to be materially less beneficial to the Bondholders or shall be approved by a resolution duly passed by the Majority Bondholders at a duly convened meeting of the Bondholders **PROVIDED THAT** the restrictions in this Condition 6.1 will not apply to Permitted Indebtedness; and
- 6.2. directly or indirectly secure any other Financial Indebtedness represented by bonds or any other debt securities which are, or are capable of being, traded or listed on any stock exchange or over-the-counter or similar securities market without the prior consent of the Trustees, **PROVIDED THAT** the restrictions in this Condition 6.2 will not apply to Permitted Indebtedness.

7. Coupon

The Bonds of any Series which bear Coupon shall from the Coupon Commencement Date bear Coupon at the Coupon rate(s) specified in or determined in accordance with the specific Pricing Supplement and such coupon will be payable in respect of each Coupon Period on the Coupon Payment Date(s) specified in the Pricing Supplement. The Coupon payable on the Bonds of any Series for a period other than a full Coupon Period shall be determined in accordance with the Pricing Supplement.

7.1. Fixed Rate Bonds

- 7.1.1 The Fixed Rate Bonds (being those Bonds that specify that Coupon is payable at a fixed rate) shall bear Coupon on the Principal Amount Outstanding at the Coupon rate specified in the Final Terms from (and including) the Coupon

TERMS AND CONDITIONS OF THE PROGRAMME

Commencement Date to (but excluding) the Maturity Date. Coupon shall be payable in arrears on the Coupon Payment Date in each year.

- 7.1.2 If Coupon is required to be calculated for a period other than a full year, such Coupon shall be calculated on the basis of the actual number of days elapsed divided by three hundred and sixty-five (365) or such other method as described in the Pricing Supplement.

7.2. *Coupon on Floating Rate Bonds*

- 7.2.1. The Floating Rate Bonds (being those Bonds that specify that coupon is payable at a floating rate) shall bear coupon on its principal amount on such basis as may be described in the Prospectus or Series Trust Deed by reference to a specified floating rate benchmark plus a margin.

- 7.2.2. Coupon on the Floating Rate Bonds shall accrue from (and including) the Coupon Commencement Date and the Coupon payable from time to time in respect of each of the Floating Rate Bonds will be determined in the manner specified in the Final Terms.

8 **Cancellation of Bonds**

Any part of the Bonds redeemed or purchased shall be cancelled and the Issuer shall not keep such Bonds valid for the purpose of re-issue. For so long as the Bond is admitted to listing and or trading on the Exchange and the rules of the Exchange require, the Registrar shall promptly inform the Exchange of the cancellation of any Bonds under this Condition 8.

9 **Trusts**

- 9.1 Except as required by law or as ordered by a court of competent jurisdiction the Issuer will recognise the Bondholder of any Bond as the absolute owner of such Bond and shall not be bound to take notice or see to the execution of any trust whether express, implied or constructive to which any Bond may be subject.

- 9.2 The receipt by a Bondholder for the time being of any Bond (or in the case of joint registered holders, the payment to the joint Bondholder whose name stands first in the Register) or the Principal of such Bond or of any other money payable in respect of the Bond shall be good discharge of the Issuer notwithstanding any notice it may have whether express or otherwise of the right, title, interest or claim of any other person to such Principal, Coupon or other money. No notice of any trust whether express, implied or constructive shall (except as provided by statute or as required by a court of competent jurisdiction) be entered on the Register in respect of any Bond.

10 **Freedom from Equities**

Every Bondholder will be recognised by the Issuer as entitled to his Bond, free from any equities, set-off or cross-claim on the part of the Issuer against the original or any intermediate holder of the Bond.

11 **Registration and Transfer of Bonds**

- 11.1. *Registration of Bonds*

11.1.1. A Register of each Series of Bonds shall be kept by the Registrar at its office for the purpose of registering and exchanging such Bonds in accordance with the provisions of this Agreement, and there shall be entered in such Register:

- (i) The names and addresses of the holders for the time being of the Bonds;
- (ii) The amount of the units of Bonds held by every registered holder;
- (iii) The account number of the Bondholder; and
- (vi) The date at which the names of every registered holder is entered in respect of the Bond standing in his name.
- (vii) The date on which a person ceased to be a Bondholder
- (viii) The transfer or changes in ownership of the Bonds

11.2. *Transfer of Bonds*

11.2.1. The Bond is transferable in amounts or integral multiples of an amount specified in the Series Trust Deed.

11.2.2. Transfers of the Bond shall be by an instrument in writing in the form approved by Issuer and the Trustees.

11.2.3. If the Bonds are listed, the Bonds shall be transferred on the FMDQ or other exchange specified in the Final Terms in accordance with the relevant rules.

11.2.4. Every instrument of transfer must be signed by or on behalf of the transferor or where the transferor is a corporation, properly executed according to its constitutional documents, and the transferor shall be deemed to remain the owner of the Bonds until the name of the transferee is entered in the Register.

11.2.5. Every instrument of transfer must be left for registration at the place where the Register is kept accompanied by such evidence as the Issuer may require to prove the title of the transferor or his right to transfer the Bond and (if the instrument of transfer is executed by some other person on his behalf) the authority of that person so to do.

11.2.6. The Issuer and Registrar shall retain all instruments of transfer after registration.

11.2.7. Registration of any Bond transfer shall not be carried out within fifteen (15) days ending on the due date for any payment of principal or Coupon on that Bond, and the Register of Bondholders shall be closed during this period.

12 **Transmission**

12.1 In the case of the death of a Bondholder, the survivor(s) (where the deceased was a joint holder) and the executor or administrator of the deceased where he was a sole or only surviving holder shall be the only person(s) recognised by the Issuer as having any title to such Bond.

12.2 Any person becoming entitled to any Bond in consequence of the death or bankruptcy of any Bondholder or of any other event giving rise to the transmission of such Bond by operation of law may upon producing such evidence of his title as the Registrar(s) shall think sufficient, be registered as the holder of the Bond or subject to Condition 11 may transfer the Bond without being registered as the holder of such Bond.

13 Method of Payment of Principal Money, Coupon and Premium

- 13.1 Payment of the Principal, Coupon and premium (if any) due on all or any part of the Bond will be credited to the bank account nominated for this purpose by the Bondholder (or in the case of joint registered Bondholders) by the joint Bondholders or in case of any eventualities, any other method as the Trustees may determine.
- 13.2 Whenever any part of the Bond is redeemed, a proportionate part of each holding of the Bond shall be repaid to the Bondholders.
- 13.3 The Registrar shall give to the Bondholders not less than [one (1) month's] notice in writing of the time and mode for repayment of the Bonds to be redeemed and each such notice shall state the amount of the Bond for redemption.
- 13.4 At the time and place so fixed for redemption, each Bondholder shall, where applicable, deliver to the Registrar evidence of title to the Bonds issued by the CSD in order that the same may be cancelled together with a receipt for the redemption moneys payable in respect of the Bonds, and upon such delivery, the Trustees acting through the Registrar shall pay the Bondholder the amount payable to him in respect of such redemption, together with all accrued coupon.
- 13.5 If, on the Maturity Date, any Bondholder whose Bonds are liable to be redeemed fails or refuses to accept payment of the redemption moneys payable in respect of the Bond, the moneys payable to such Bondholder shall be paid to the Trustees and the Trustees shall hold the moneys in trust for such Bondholder and Coupon on such Bonds shall cease to accrue as from the date fixed for redemption of the Bond and the Issuer shall subsequently be discharged from all obligations in connection with such Bonds. If the Trustees place the moneys so paid to it on deposit at a commercial bank or invests the same in the purchase of securities for the time being authorised by law for the investment of trust funds, the Trustees shall not be responsible for the safe custody of such moneys or for interest on the same, except such interest (if any) as the said money may earn whilst on deposit or investment, less any expenses incurred by the Trustees.

14 Receipts for Money Paid

If several persons are entered in the Register as joint holders of any Bond, then the receipt by any such persons for any Coupon or Principal or other money payable on or in respect of such Bond shall be as effective a discharge to the Issuer as if the person signing such receipt were the sole registered holder of such Bond.

15 Events of Default

- 15.1 If any of the following events stated in this Condition 15 ("Events of Default") has occurred and is continuing in accordance with the time frame set out below, the Trustees may at their discretion or shall, if so requested in writing by the Majority Bondholders; or if so directed by a Special Resolution of the Bondholders, give written notice to the Issuer (an "**Acceleration Notice**") declaring the Bonds to be immediately repayable. When an Acceleration Notice is given, subject to the applicable Final Terms, the Principal Amount Outstanding on the Bonds together with accrued Coupon shall become immediately due and repayable without further action or formality. The Trustees may, at their discretion and shall upon the request in writing of the Majority Bondholders, or upon being so directed by a Special Resolution

and without further notice to the Issuer, institute such proceedings as they may think fit to enforce the repayment of the Bonds and or to enforce the other obligations of the Issuer under this Deed;

Majority Bondholders means Bondholders representing more than sixty percent (60%) of the Principal Amount Outstanding at any particular time.

15.1.1 *Non-Payment*

If the Issuer fails to pay any sums representing Principal, Coupon and premium (if any) on the Bonds or any fees or other sums within seven (7) Business Days after the Payment Date.

15.1.2 *Cross Default*

If any Financial Indebtedness of the Issuer of a value exceeding fifty (50%) of the Principal Amount Outstanding and Coupon at the relevant time (or its equivalent in any other currency) in aggregate (for the avoidance of doubt, any amounts being contested in good faith shall not be counted towards such value) is not paid when due or within twenty (20) Business Days of: (i) its due date; or (ii) the end of any applicable period of grace, whichever is the later.

15.1.3 *Insolvency*

If:

- a) the Issuer is unable, for the purposes of CAMA, to pay their debts, or admits inability to pay its debts as they fall due, or suspend making payments on any of its debts (and for this purpose debt shall mean an amount not less than fifty percent (50%) of the Principal Amount Outstanding and Coupon at the relevant time (or its equivalent in any other currency));
- b) a moratorium is declared in respect of any Financial Indebtedness of the Issuer, and such moratorium is not discharged within thirty (30) Business Days after it was declared. Provided that the Issuer is able to show to the satisfaction of the Trustees within ten (10) Business days after such moratorium is declared that it is in good faith negotiating the lift of the moratorium;
- c) any corporate action or legal proceeding is concluded and judgment of the High Court or Federal High Court or if that judgment is appealed, the judgment of the Court of Appeal, or Supreme Court as the case may be is given against the Issuer in relation to:
 - i. a moratorium of any Financial Indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Issuer other than a solvent liquidation or any reorganisation of the Issuer;
 - ii. the appointment of a liquidator (other than in respect of a solvent liquidation) receiver, administrator, administrative receiver or other similar officer in respect of the Issuer or any of its assets; or

- iii. any analogous procedure or step is taken in any jurisdiction, and such proceeding is not dismissed or terminated on or before the forty-fifth (45th) Business Day (which would exclude days on which Nigerian courts are on vacation) after the order is made or if any such dismissal or stay ceases to be in effect (or such longer period as the Trustees may permit). Provided that the Issuer have within ten (10) Business Days filed in good faith legal proceedings in the relevant court for the order to be set aside, dismissed or stayed.

15.1.4 *Cessation of Business*

If the Issuer ceases to conduct all or substantially all of its business, as it now conducts or the Issuer changes all or substantially all of the nature of its business or merges or consolidates with any other entity during the Programme (the "Cessation")

PROVIDED THAT this Clause 15.1.4 shall not constitute an Event of Default where the Issuer can demonstrate to the reasonable satisfaction of the Trustees within a reasonable time after the Cessation that;

- (i) given the assets, business, financial condition and any other relevant circumstance of the continuing entity, the Cessation will not be prejudicial to the interest of Bondholders;
- (ii) the continuing entity has obtained all necessary consents necessary for its assumption of liability as Issuer under this Deed and such approval are at the time of substitution and or addition in full force and effect;

15.1.5 *Winding-up*

Where an order is made or an effective resolution passed for the winding-up or dissolution of the Issuer or where the Issuer shall apply or petition for a winding-up or administration order in respect of itself or ceases or through an official action of its Board of Directors threatens to cease to carry on all or a substantial part of its business or operations, in each case except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation on terms approved by the Trustees or by a Special Resolution of the Bondholders.

15.1.6 If a Material Adverse Effect has occurred;

15.1.7 *Enforcement Proceedings*

If any distress, execution or other process shall be levied or enforced upon or against any material assets and having an aggregate value of fifty percent (50%) of the Principal Amount Outstanding and Coupon at the relevant time of the Issuer and is not discharged, or stayed within forty-five (45) Business Days of service by the relevant officer of the court of such attachment, execution or other legal process, or if there is an Encumbrance or a Receiver is appointed over any material assets of the Issuer and such event is certified in writing by the Trustees to be in their opinion materially prejudicial to the interests of the Bondholders. Provided That the Issuer has filed good faith legal

proceedings in the relevant court for application for dismissal within (10) Business Days of becoming aware of the order or action; or

15.1.8 *Breach of Other Obligations*

If the Issuer defaults in the performance or observance of any covenant, condition, provision or agreement including the representations and warranties, (other than any covenant for the payment of any sum owing on any part of the Bond) binding on them under this Deed and which default will affect the capacity of the Issuer to perform its payment obligations under this Trust Deed, and the Issuer fails to perform fully or make good the breach of such covenant, condition, provision or agreement within fifteen (15) Business Days from receipt of notice in writing by the Trustees.

15.1.9 *Seizure/Compulsory Acquisition of Assets*

If any step is taken by any person with a view to the seizure, compulsory acquisition, expropriation or nationalisation of all or a material part of the assets of the Issuer.

16. Notices

- 16.1. Any notice or other document may be given to or served on any Bondholder either personally or by sending it by electronic mail or by post in a prepaid envelope or delivering it addressed to him at his registered address or (if he desires that notices shall be sent to some other persons or address) to the person at the address supplied by him to the Issuer for giving of notice to him. In addition to the provisions of this Condition 16.1, notices may also be publicised in any two national newspapers and if so published, shall be deemed given on the date of the publication and where published more than once or on different dates, on the date of the first publication.
- 16.2. In the case of joint registered holders of any Bond, a notice given to the Bondholder whose name stands first in the Register shall be sufficient notice to all the joint holders.
- 16.3. Any notice or other document duly served on or delivered to any Bondholder under these conditions shall (notwithstanding that such Bondholder is then dead or bankrupt or that any other event has occurred and whether or not the Issuer has notice of the death or the bankruptcy or other event) be deemed to have been duly served or delivered in respect of any Bond registered in the name of such Bondholder as sole or joint holder unless before the day of posting (or if it is not sent by post before the day of service or delivery) of the notice or document his name has been removed from the Register as the holder of the Bond and such service or delivery shall for all purposes be deemed a sufficient service or delivery of such notice or document on all persons interested (whether jointly with or claiming through or under him) in the Bond.
- 16.4. Any notice shall be deemed to have been served on the fifth (5th) day following the day which the letter containing the notice is posted and in proving such service it shall be sufficient to prove that the envelope containing the notice or the notice itself was properly addressed, stamped and posted. Any notice given by delivery otherwise than by post shall be deemed given at the time it is delivered to the address specified.
- 16.5. Notices to be given by any Bondholder shall be in writing and given by lodging the

same, together with the relevant information, with the Registrar.

17. Prescription

Claims against the Issuer in respect of the Bonds shall be void unless presented for payment as required by Condition 13 within six (6) years from the due date for payment of any amount due on such Bonds.

18. Taxation

All payments of Principal, Coupon and any other sum due in respect of the Bonds shall be made subject to withholding or deduction for, any Taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by or within the Federal Republic of Nigeria or any political subdivision or any authority having power to tax. In that event, no additional amounts shall be paid to the Bondholders as a result of such deduction or withholding. Provided however that the Bonds shall enjoy the benefits of the provisions of the Tax Exemptions, and such extension, amendments and modifications the same.

19. Meetings of Bondholders

The rights and duties of the Bondholders in respect of attendance at meetings of Bondholders are set out in the Third Schedule (Provisions for Meetings of Bondholders). Decisions taken at Bondholders meetings may only be exercised by the Trustees in accordance with the Programme Trust Deed or under these Conditions. For the avoidance of doubt, the Conditions of the Bond can only be amended with the consent of the Parties as that term is defined in the Programme Trust Deed.

20. Governing Law

The Bonds are governed by, and shall be construed in accordance with the laws of the Federal Republic of Nigeria.

SECOND SCHEDULE

Terms and Conditions of the Sukuk

*The provisions of these **Sukuk Conditions** which are applicable to the Sukuk issued under the Programme shall be deemed to be completed by the information contained in the relevant Final Terms. Sukuks may be issued in separate tranches which together with other tranches, may form a series of sukuku. Any provision of the Final Terms modifying, supplementing or replacing, in whole or in part, the provisions of these Sukuk Conditions shall be deemed to so modify, supplement or replace, in whole or in part, the provisions of these Sukuk Conditions; alternative or optional provisions of these Sukuk Conditions as to which the corresponding provisions of the Final Terms are not completed or are deleted shall be deemed to be deleted from these Conditions; and all provisions of these Conditions which are inapplicable to the Sukuku shall be deemed to be deleted from these Sukuk Conditions, as required to give effect to the terms of the relevant Final Terms*

The Sukuku due [I] are issued by Geregu Power PLC or [Name of SPV] in its capacity as issuer (the "Issuer Trustee") and on behalf of Geregu Power PLC (as "Originator") and represents an undivided ownership interest in the Trust Assets held in trust by the Issuer Trustee (in its capacity as trustee) for the benefit of the Sukukholders pursuant to a Declaration of Trust or Series Trust Deed dated on or around the date of the Final Terms made by and between [NAME OF SPV] (in its

TERMS AND CONDITIONS OF THE PROGRAMME

capacity as the Issuer Trustee), Gereg Power PLC (In its capacity as the Originator) and the Trustees.

The statements in these Sukuk Conditions include summaries of, and are subject to, the detailed provisions of the Declaration of Trust and the Underlying Sukuk Documents. In these Sukuk Conditions, words, expressions and rules of construction and interpretation set out in the Programme Trust Deed or Declaration of Trust shall, unless otherwise defined in this Schedule or the context otherwise requires, have the same meanings. Copies of the Underlying Sukuk Documents are available for inspection from 8:00am to 5:00pm on any Business Day at the specified office of the Trustees for the time being.

The Sukukholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Programme Trust Deed, the Declaration of Trust and the Underlying Sukuk Documents applicable to them. Copies of the Programme Trust Deed, Declaration of Trust and the Underlying Sukuk Documents are available for inspection between the hours of 10:00am and 4:00pm on any Business Day at the principal offices of the Trustees.

Each Sukukholder, by its acquisition and holding of its interest in the Sukuk, shall be deemed to authorize and direct the Trustees, on behalf of the Sukukholder, to (i) pay the Principal Amount for the purchase of the Trust Property as envisioned and more specifically outlined in the Final Terms and the relevant Underlying Sukuk Document; and (ii) enter into each Underlying Sukuk Documents to which it is a party, subject to the terms and conditions of the Programme Trust Deed, the Declaration of Trust and these Sukuk Conditions.

Words and expressions defined in the Programme Trust Deed (as same has been and may be amended, varied or supplemented from time to time with the consent of the parties to the Deed) are expressly and specifically incorporated to and shall apply to these Sukuk Conditions.

Capitalised terms used but not defined in these Sukuk Conditions shall have the meanings attributed to them in the Programme Trust Deed unless the context otherwise requires, or unless otherwise stated.

1. Form, Denomination, Title and Series

- 1.1. **The** Sukuk shall be issued in registered form in denominations specified in the Final Terms. The Sukuk issued under the Programme may be Fixed Rate Sukuk, Floating Rate Sukuk, discounted or a combination of such sukus in denominations specified in the relevant Final Terms.
- 1.2. The Sukuks will be issued in uncertificated (dematerialised or book-entry) form, which shall be registered with a separate securities identification code with the appropriate CSD.
- 1.3. A Series of Sukuks may be listed on the relevant Exchange, subject to any Applicable Laws. The applicable Final Terms will specify whether or not a Series or Tranche of Sukuks will be listed and on which Exchange(s) they are to be listed (if applicable).
- 1.4. The title to the Sukuks which will be issued in uncertificated form shall be effected, in accordance with the rules governing transfer of title in securities held by the CSD. In these Conditions, Sukukholders and (in relation to a Bond) holder means the person in whose name a Bond is registered in the Register of Sukukholders.
- 1.5. Each Series of Sukuk shall have issued in relation to it, the pronouncements from the Shariah Advisers in respect of the Declaration of Trust and Underlying Underlying

TERMS AND CONDITIONS OF THE PROGRAMME

Sukuk Documents to the Sukuk transaction parties confirming that they are satisfied that the Sukuk and the underlying transaction complies with the Shari'ah.

- 1.6. The Issuer Trustee, the Trustees and the Registrar may deem and treat the person listed on the Register as the absolute owner of the Sukuk listed against his name, free from any equity, set-off or cross-claim on the part of the Issuer Trustee against the original or any intermediate holder of such Sukuk. All payments made to the holder shall be valid and, to the extent of sums so paid, effective to satisfy and discharge the liability for the moneys payable on the Sukuk.

2. Redemption

- 2.1. Unless previously redeemed, purchased or cancelled, a Series of Sukuk may be fully redeemed at the Dissolution Amount on the Maturity Date specified in the applicable Final Terms.

2.2. *Redemption prior to Maturity*

- 2.2.1. Subject to the terms of the relevant Final Terms, the Issuer Trustee shall be entitled to entitled at anytime to redeem the whole or any part of the Sukuk upon giving not less than thirty (30) days nor maximum of sixty (60) days' notice of its intention to do so at the Dissolution Amount plus accrued Periodic Distribution Amount to such date.

- 2.2.2. Early redemption shall take place on such terms as shall be agreed in the relevant Final Terms

2.3. *Redemption for Taxation Reasons*

If so specified in the Pricing Supplement, the Sukuk may be redeemed at the option of the Issuer in whole, or in part, on giving not less than thirty (30) days not more than 60 (sixty) days' notice to the Sukukholders (which notice shall be irrevocable) at the Dissolution Amount together with the Periodic Distribution Amount accrued to the date fixed for redemption, if the Issuer Trustee satisfies the Trustees that :

- 2.3.1. the Issuer has or will become obliged to pay additional amounts as a result of any change in, or amendment to, the laws or regulations of the Federal Republic of Nigeria or any political subdivision or any authority having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date; and

- 2.3.2. the requirement cannot be avoided by the Issuer taking reasonable measures available to it. Prior to the publication of any notice of redemption pursuant to this Condition 2.3, the Issuer Trustee shall deliver to the Trustees a certificate signed by two directors of the Issuer Trustee stating that the requirement referred to in subparagraph (i) above will apply on the next Periodic Distribution Date and cannot be avoided by the Issuer Trustee taking reasonable measures available to it, and the Trustees shall be entitled to accept the certificate as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Sukukholders , a certificate signed by two directors of the Issuer stating that the requirement referred to in subparagraph 2.3.1 above

will apply on the next Periodic Distribution Date and cannot be avoided by the Issuer Trustee taking reasonable measures available to it, and the Trustees shall be entitled to accept the certificate as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Sukukholders.

3. **Purchase of the Sukuk by the Originator or Issuer Trustee**

The Originator or the Issuer Trustee may at any time and from time to time purchase any part of the Sukuk through the relevant Exchange, but not otherwise. Any Sukuk so purchased will be cancelled and will not be available for re-issue

4. **Status of the Sukuk**

- 4.1 The Sukuk will constitute senior unsecured obligations of the Issuer Trustee and shall at all times rank equally with all other Sukuks of the relevant Series or Tranche.
- 4.2 The Sukuk shall represent an undivided ownership interest in the Trust Assets of the relevant Series, subject to the terms of the relevant Final Terms.
- 4.3 The payment obligations of the Issuer (in any capacity) under the Transaction Documents in respect of each Series or Tranche of Sukuk will be (subject to the Final Terms) direct, unconditional and unsecured obligations and shall, save for such exceptions as may be provided by applicable legislation and subject to the Final Terms, at all times rank at least equally with all unsecured and unsubordinated obligations of the Issuer, from time to time outstanding.

5. **Negative Pledge**

So long as any Sukuk remains outstanding the Obligors shall not secure any other Financial Indebtedness represented by bonds, notes or any other publicly issued debt securities which are capable of being, traded or listed on any stock exchange or over-the-counter or similar securities market without securing the Sukuk equally and rateably with such Financial Indebtedness, unless otherwise stated in a Final Terms applicable to a Series.

6. **Returns and Calculation**

6.1. *Accrual of Returns*

The Sukuk will earn income from the Trust Assets from the Distribution Commencement Date at the Return Rate payable in arrears on its Principal Amount. Each Sukuk will cease to earn income from and including the Dissolution Date, unless, upon due presentation, payment of principal is improperly withheld or refused, in which event the income will continue to accrue (as well after as before judgment) at the Return Rate in the manner provided in this Condition until the date on which all amounts due in respect of such Sukuk have been paid and notice to that effect has been given to the Sukukholders.

6.2. *Returns on Fixed Rate Sukuk:*

- 6.2.1. The Fixed Rate Sukuk (being those Sukuk that specify the return is payable at a fixed rate) shall earn income on the Principal Amount at the rate of returns specified in the applicable Final Terms from (and including) the Distribution

Commencement Date specified in the applicable Final Terms to (but excluding) the Maturity Date. Periodic Distribution Amounts shall be payable in arrears on the Periodic Distribution Dates in each year. The first payment of the return on investment by Sukukholders will be made on the Periodic Distribution Date following the Distribution Commencement Date (specified in the applicable Final Terms) and, if the first anniversary of that Distribution Commencement Date is not a Periodic Distribution Date, the first payment of income shall be as specified in the applicable Final Terms.

6.2.2. If the Dissolution Date is not a Periodic Distribution Date, income on the Trust Assets from (and including) the preceding Periodic Distribution Date (or the Distribution Commencement Date specified in the applicable Final Terms, as the case may be) to (but excluding) the Maturity Date will amount to the final broken amount as specified in the applicable Final Terms. If income is required to be calculated for a period of other than a full year, such income shall be calculated on the basis of the actual number of days elapsed divided by 365 or such other method as described in the applicable Final Terms.

6.3. *Returns on Floating Rate Sukuk:*

6.3.1. The Floating Rate Sukuk (being those Sukuk that specify the income on the Trust Property could be fixed or floating for the whole period of the lease) shall earn income on its Principal Amount on such basis as may be described in the applicable Final Terms by reference to a specified floating rate benchmark plus a margin, as described in the applicable Final Terms.

6.3.2. The Floating Rate Sukuk shall earn income on its Principal Amount from (and including) the Distribution Commencement Date (specified in the applicable Final Terms) at the rate equal to the Return Rate payable in arrears on the Periodic Distribution Date(s) specified in the applicable Final Terms.

6.3.3. The Periodic Distribution Amounts payable from time to time in respect of each of the Floating Rate Sukuk will be determined in the manner specified in the applicable Final Terms.

6.4. *Zero Distribution Sukuk*

6.4.1. The Zero Distribution Sukuk (being those Sukuk that the Return Rate on the Trust Property throughout the life of the Sukuk is calculated as part of the Dissolution Amount) will be issued at an issue price such that the returns on the Trust Property is not made by way of periodic distributions during the term of the Sukuk but are reflected in the difference between the discounted issue price and the Dissolution Amount of such Sukuk as specified in the Final Terms and or Series Trust Deed. Zero Distribution Sukuk will not pay Periodic Distribution Amounts.

6.4.2. Where any Series of Sukuk specified to be Zero Distribution Sukuk is redeemed prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be an amount equal to the sum of the applicable Dissolution Amount and an amount calculated by applying the Return Rate for any overdue principal of such a Sukuk to the Principal Amount and multiplying the product with the Day Count Fraction, or such other methods as described in the applicable Final Terms.

6.5. Calculation of Returns

- 6.5.1. The Periodic Distribution Amounts payable in respect of each Sukuk (save for Zero Distribution Sukuk) for a Distribution Period shall be specified in (an amortisation/payment schedule appended to), or determined in accordance with, the applicable Final Terms. The amount of earnings or income payable to Sukukholders in respect of any Sukuk for any period shall be calculated by multiplying the product of the Return Rate and the Principal Amount of such Sukuk by the Day Count Fraction and rounding the resulting figure to the nearest sub unit of the relevant currency as specified in the Final Terms.
- 6.5.2. For the Purposes of Condition 6.5.1: "Day Count Fraction" means in respect of the calculation of an amount for any period of time (the "Calculation Period"), such day count fraction as may be specified in these conditions or the relevant Final Terms and:
- i. if "Actual/365" or "Actual/Actual" is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
 - ii. if "Actual/365 (Fixed)" is so specified, means the actual number of days in the Calculation Period divided by 365; and
 - iii. if "Actual/360" is so specified, means the actual number of days in the Calculation Period divided by 360.
- 6.5.3. **Business Day Convention:** If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day convention would otherwise fall on a day that is not a Business Day, then, if the Business Day convention specified is (a) the Floating Rate Business Day convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (i) such date shall be brought forward to the immediately preceding Business Day and (ii) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment, (b) the following Business Day convention, such date shall be postponed to the next day that is a Business Day, (c) the modified following Business Day convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day or (d) the preceding Business Day convention, such date shall be brought forward to the immediately preceding Business Day.

7. Cancellation

All the Sukuk which are redeemed in accordance with the provisions of this Deed will be cancelled and may not be reissued or resold. Where the Issuer Trustee decides to make an early redemption, the Trustees must inform the Sukukholders and the SEC of the proposed redemption, giving relevant details of such redemption (including the broad details of the proposed Sukukholders' resolution where appropriate). For so long as the Sukuk is admitted to listing and or trading on an Exchange and the rules of such Exchange

so require, the Registrar shall promptly inform the Exchange of the cancellation of any Sukuk under this Condition 7.

8. **Registration and Transfer of Sukuk**

Registration of Sukuks

- 8.1. A Register of each Series of Sukuks shall be kept by the Registrar at its office for the purpose of registering and exchanging such Sukuks in accordance with the provisions of this Deed, and shall be made available for inspection at the registered office of the Issuer Trustee, and there shall be entered in such Register:-
 - 8.1.1. The names and addresses of the holders for the time being of the Sukuks;
 - 8.1.2. The amount of the units of Sukuk held by every registered holder
 - 8.1.3. The Securities Account number of the Sukukholder;
 - 8.1.4. The date at which the names of every registered holder is entered in respect of the Sukuk standing in his name;
 - 8.1.5. All transfers of the Sukuk;
 - 8.1.6. The serial number of each sukuk certificate and date of issue thereof; and
 - 8.1.7. Such other information considered necessary by the Registrar.
- 8.2. The entries in the Register shall in the absence of manifest error, be conclusive evidence of the facts, matters and transactions contained therein.

Transfers

- 8.3. The Sukuk are transferable in whole or in part in such denominations set out in the applicable Final Terms and Series Trust Deed.
- 8.4. There are no restrictions on the transferability of the Sukuk, unless otherwise provided in the applicable Final Terms.
- 8.5. Transfers of Sukuk shall be by instrument in writing in the usual common form of transfer or in any form approved by the Issuer Trustee and the Trustees;
- 8.6. Transfer of dematerialised Sukuk shall be by way of a book entry in Securities Accounts held by the transferor and transferee in the CSD in accordance with the procedures of the CSD or such alternative clearing system approved by the Issuer Trustee and the Trustees, and registration of the name of the transferee in the Sukuk Register in respect of the Sukuk then held by him. The transferor shall be deemed to be the holder of the Sukuk until the transferee's name is entered in the Sukuk Register in respect thereof.
- 8.7. If the Sukuk are listed, the Sukuk shall be transferred on the Exchange in accordance with the rules and regulations of the Exchange.
- 8.8. Every instrument of transfer of the Sukuk must be signed by both the transferor and the transferee, or where the transferor is a corporation, properly executed according to its constitutional documents and title to the Sukuk will pass upon registration of the instrument of transfer in accordance with the provisions of the Programme Trust Deed.

TERMS AND CONDITIONS OF THE PROGRAMME

- 8.9. Every instrument of transfer of the Sukuk must be left for registration at the office of the Registrars for the time being accompanied by the Sukuk Certificate or such other evidence as the Issuer Trustee may require to prove the title of the transferor or his right to transfer the Sukuk, and if the instrument of transfer is executed by some other Person on his behalf the authority of that Person so to do.
- 8.10. No transfer of a Sukuk is to be registered during a period of fifteen (15) days immediately preceding each Payment Date during which the Register will be closed ("Record Date").

Transmission

- 8.11. Any Person becoming entitled to the Sukuk in consequence of the death, bankruptcy, winding-up or dissolution of the holder of the Sukuk may, upon producing such evidence that he has or is entitled to the capacity in respect of which he proposes to act under this Condition or of his title as the Registrar shall require, be regarded as the holder of such Sukuk, or subject to the preceding Conditions as to transfer may transfer the same.
- 8.12. The Issuer Trustee shall be at liberty to retain any amount payable upon any Sukuk which any Person is entitled to transfer under the preceding Condition until such Person shall be registered or duly transfer the same as aforesaid.

9. **Agreement of Sukukholders**

By purchasing the Sukuk, each Sukukholder is deemed to have agreed that notwithstanding anything to the contrary contained in the Declaration of Trust, the Conditions of the Sukuk, or any Underlying Sukuk Documents that:

- 9.1. no payment of any amount whatsoever shall be made by or due on the Sukuk, except from the Trust Assets;
- 9.2. all payments due under the Conditions of the Sukuk shall be made by the Issuer as a direct obligation of the Issuer, from the proceeds of the Trust Assets, in accordance with Condition 12 of this Schedule ;
- 9.3. no recourse shall be had to the Trustees for the payment of any amount owing under this Deed or under any Underlying Sukuk Documents, whether for the payment of any fee or other amount under this Deed or any other obligation or claim arising out of or based upon the Underlying Sukuk Documents, against any of the Issuer Trustee, the Trustees or the Issuer (to the extent that the Trust Assets have been exhausted following which all obligations of the Issuer Trustee and the Trustees shall be extinguished); and
- 9.4. it will not institute, or join any other person in instituting, against the Issuer Trustee or the Trustees, any bankruptcy, reorganization, arrangement or liquidation proceedings or other similar proceedings under any bankruptcy or similar law.

10. **Rights of Sukukholders**

- 10.1. Each Sukukholder shall have an undivided ownership interest in the Trust Assets and no Sukuk shall confer any interest or share in any particular part of the Trust Assets. No Sukukholder shall have a right to call for any partition or division of any portion of the Trust Assets by virtue of his ownership interest in the Trust Assets.

- 10.2. The Sukukholders shall not have any right against the Trustees in respect of their investments except such rights as are expressly conferred upon them by the Programme Trust Deed, the Declaration of Trust, these Conditions of the Sukuk or by any law, subsidiary legislation, regulation or any order of court.
- 10.3. A Sukukholder shall have the right to share in the benefits from the Trust Assets proportionate to the number of his ownership interest in the Trust Assets.
- 10.4. Only persons who have been duly registered in the Register maintained by the Registrar as Sukukholders shall have the right to be recognized as such.
- 10.5. A Sukukholder shall have the right to pledge, charge, mortgage, or otherwise offer his Sukuk as security for a debt, a loan or an obligation and in any such case the Sukukholder shall notify the Trustees, the Registrar and the Depositary, in writing, of the pledge, charge, mortgage or obligation.

11. **Limited Recourse**

- 11.1. Proceeds of the Trust Assets are the sole source of payments on the Sukuk. The Sukuk does not represent an interest in or obligation of any other asset of the Issuer Trustee, the Trustees or their respective affiliates. Accordingly, the Sukukholders, by subscribing for or acquiring the Sukuk, acknowledge that they will have no recourse to any other assets of the Issuer Trustee or the Sukuk Trustees (other than the Trust Assets).
- 11.2. The Originator in its respective capacity as an Obligor under the Underlying Sukuk Documents may be obliged to make certain payments under the Underlying Sukuk Documents to the Issuer Trustee. The Sukuk Trustees as agents of the Issuer Trustee will have direct recourse against the Originator in its capacity as an Obligor under the Underlying Sukuk Documents to recover such payments.
- 11.3. Where the net proceeds of realization of, or enforcement of, the Trust Assets are not sufficient to make all payments due in respect of the Sukuk, and if following the distribution of such proceeds, there remains a shortfall in payments due under the Sukuk, subject to Condition 13 of this Schedule, no Sukukholder will have any claim against the Issuer Trustee (to the extent that the Trust Assets have been exhausted) or the Trustees (to the extent that each fulfils all of its obligations under the Underlying Sukuk Documents to which it is a party) or against any assets (other than the Trust Assets to the extent not exhausted) in respect of such shortfall, and any unsatisfied claims of the Sukukholders shall be extinguished.
- 11.4. The Issuer Trustee, the Trustees and the Sukukholders shall only be entitled to deal with the Trust Assets as expressly permitted by the Underlying Sukuk Documents and the sole right of the Sukuk Trustees subject to Condition 16 of this Schedule and the Sukukholders against the Issuer shall be to enforce their obligations in their respective capacities under the Underlying Sukuk Documents.

12. **Payments**

- 12.1. The Issuer Trustee hereby undertakes to pay directly, all payments due to the Sukukholders under the Trust Deeds.

TERMS AND CONDITIONS OF THE PROGRAMME

- 12.2. Subject to Condition 17 (Taxation) of this Schedule, any Periodic Distribution Amount or the Dissolution Amount payable on or in respect of any Sukuk may be paid by the Sukuk Trustees through the Registrar by electronic payment transfer.
- 12.3. At least three (3) Business Days before any Payment Date, the Issuer Trustee shall ensure that an amount equal to the Periodic Distribution Amount or the Dissolution Amount payable, net of all transaction costs is transferred to the Registrar by the Trustees for payment to the Sukukholders on the next Payment Date.
- 12.4. Payment of the Principal, Periodic Distribution Amounts or any other applicable payments (if any) due on all or any part of the Sukuk will be credited to the bank account nominated for this purpose by the Sukukholder (or in the case of joint registered Sukukholders) by the joint Sukukholders or in case of any eventualities, any other method as the Trustees may determine.
- 12.5. Payments will be made to the Person shown in the Register at the close of business on the Record Date as defined in Condition 8.10. Where the day on which a payment is due to be made is not a Business Day, that payment shall be effected on or by the next succeeding Business Day unless that succeeding business day falls in a different month in which case payment shall be made on or by the immediately preceding the Business Day.
- 12.6. The Registrar shall give to the Sukukholders not less than one (1) month's notice in writing of the time and mode for repayment of the Sukuk to be redeemed and each such notice shall state the amount of the Sukuk for redemption.
- 12.7. Whenever any part of the Sukuk is redeemed a proportionate part of each holding of the Sukuk shall be repaid to the Sukukholders.
- 12.8. Payments of Periodic Distribution Amounts shall be made on each Periodic Distribution Date at the rental rate from the distributions made by the Originator to the Issuer Trustee under the Underlying Sukuk Documents. Each Sukuk will cease to be eligible to earn Periodic Distribution Amounts from the Dissolution Date.
- 12.9. At the time and place so fixed for redemption, each Sukukholder shall, where applicable, deliver to the Registrar evidence of title to the Sukuk issued by the CSD in order that the same may be cancelled together with a receipt for the redemption monies payable in respect of the Sukuk, and upon such delivery, the Trustees acting through the Registrar shall pay the Sukukholder the amount payable to him in respect of such redemption, together with all accrued coupon.
- 12.10. The Obligor shall repurchase the Trust Property from the Issuer Trustee in accordance with the terms of the Underlying Sukuk Documents. The Dissolution Amount shall be paid to Sukukholders from the proceeds of the purchase price of the Trust Property pro rata to their respective holdings.
- 12.11. The Sukuk shall be deemed redeemed and the obligations of the Issuer Trustee and the Originator discharged on payment to the Trustees, on behalf of the Sukukholders, of the Principal Amount on the Sukuk to the Sukukholders whose names appear on the Sukuk Register on the Record Date. Payment by the Originator to the Sukuk Trustees shall be a legal discharge of the liability of the Issuer towards the Sukukholders from all obligations in connection with the Sukuk.

12.12. If, on a Dissolution Date, any certificated Sukuk which are liable to be redeemed are not delivered to the Issuer Trustee, the monies payable to such Sukukholder shall be paid to the Trustees and the Trustees shall hold such monies in trust for such Sukukholder and income on such Sukuk shall cease to accrue as from the date fixed for redemption and the Issuer Trustee and Originator shall be discharged from all obligations in connection with such Sukuk. If the Trustees shall place the monies so paid to them on deposit at a commercial bank or invest them in the purchase of securities for the time being authorised by law for the investment of trust funds, the Trustees shall not be responsible for the safe custody of such monies or for income on the same except such income (if any) as the said money may earn whilst on deposit or invested as stated above less any expenses incurred by the Trustees.

13. **Sukuk Dissolution Event**

13.1. If any of the following events stated in this Condition 13 ("**Sukuk Dissolution Events**") has occurred and is continuing in accordance with the time frame set out below, the Trustees may at their discretion or shall, if so requested in writing of the registered holders of at least one-fifth of the nominal amount of the Sukuk for the time being outstanding or upon being so directed by an Extraordinary Resolution by notice in writing to the Issuer Trustee declare the Sukuk to have become immediately repayable:

13.1.1. *Payment Default*

The Obligors do not pay any amount in respect of the Sukuk of the relevant Series or any of them within ten (10) Business Days of the due date for payment.

13.1.2. *Breach of other Obligations*

If the Obligors default in the performance or observance of any covenant, condition, provision or agreement including the representations and warranties, (other than any covenant for the payment of any sum owing on any part of the Sukuk) binding on them under this Deed and which default will affect the capacity of the ObligorS to perform its payment obligations under this Trust Deed, and the Obligors fail to perform fully or make good the breach of such covenant, condition, provision or agreement within fifteen (15) Business Days from receipt of notice in writing by the Trustees.

13.1.3. *Cross Default*

If any Financial Indebtedness of the Originator in excess of fifty percent (50%) of the Principal Amount Outstanding and the Periodic Distribution Amount (or its equivalent in any other currency) in aggregate (for the avoidance of doubt, any amounts being contested in good faith shall not be counted towards such value) is not paid within twenty (20) Business Days of: (i) its due date; or (ii) the end of any applicable period of grace, whichever is the later.

13.1.4. **Enforcement Proceedings**

If any distress, attachment, execution or other process is levied, enforced on or sued out on or against any substantial part of the property, assets or revenues of the Originator and is not discharged or stayed within forty five

(45) Business Days by the relevant officer of the court of such attachment, execution or other legal process, or if there is an Encumbrance or a Receiver is appointed over any material assets of the Originator and such event is certified in writing by the Trustees to be in their opinion materially prejudicial to the interests of the Sukukholders. Provided that the Originator has filed good faith legal proceedings in the relevant court for application for dismissal within (10) Business Days of becoming aware of the order or action; or

13.1.5. **Insolvency**

An Insolvency Event occurs in respect of the Originator; or

13.1.6. **Cessation of Business**

The Originator ceases to conduct all or substantially all of its business as is now conducted or changes all or substantially all of the nature of such business or merges or consolidates with any other entity without the prior written consent of the Trustees pursuant to Clause 10.13 of the Programme Trust Deed; or

13.1.7. **Material Adverse Effect**

A Material Adverse Effect has occurred; or

13.1.8. **Obligations Unenforceable**

Any of the Sukuk, the Trust Deeds is or becomes wholly or partly void, voidable or unenforceable.

PROVIDED that the Sukuk shall not be declared immediately payable unless: (i) on the occurrence of any event specified in sub-clauses 13.1.1, 13.1.2, 13.1.3 and 13.1.4, the Trustees shall have first served on the Obligors a preliminary notice requiring the Originator as the case may be to pay the Dissolution Amount or Periodic Distribution Amount in arrears or to remove, discharge or pay out to the satisfaction of the Trustees such distress, execution or process or to perform and observe the covenant or provisions the breach has been committed or threatened and the Originator shall have failed or neglected for a period of ten (10) days to comply with such notice; (ii) in the case of any event specified in Condition 13.1.7, the Trustees have notified the Obligors to give further particulars as to circumstances causing the Material Adverse Effect, and if ten (10) days after such notification and following the receipt by the Trustees of the explanatory representations from any Obligor regarding the circumstances constituting the Material Adverse Effect, the Sukuk Trustees, acting reasonably, remain of the view that the Event of Default is, in their opinion, materially prejudicial to the interests of the Sukukholders notwithstanding the receipt by the Sukuk Trustees of the explanatory representations from the Obligor regarding the circumstances constituting the Material Adverse Effect; and (iii) in the case of any event specified in Condition 13.1.5 and 13.1.8), the Trustees shall have certified in writing to the Obligors that the Event of Default is, in their opinion, materially prejudicial to the interests of the Sukukholders.

13.2. Where an Event of Default occurs, the Trustees shall exercise the powers and rights conferred on the Issuer Trustee under the relevant provisions of the Underlying Sukuk Documents in relation to Events of Default.

13.3. Unless previously redeemed, or purchased and cancelled, in full, as provided above each Sukuk shall be finally redeemed on the Dissolution Date at the Dissolution Amount, and, upon the payment of such amount to the Sukukholders, the trust created under the Trust Deeds shall dissolve, the Sukuk shall cease to represent interests in the Trust Assets and no further amounts shall be payable in respect of the Sukuk and none of the Issuer Trustee, the Originator and Trustees shall have any further obligations in respect there same.

14. **Priority of Payments**

14.1. All moneys received by the Trustees in respect of the Sukuk or amounts payable under the Programme Trust Deed or Series Trust Deed shall, despite any appropriation of all or part of them by the Issuer Trustee, be held by the Trustees on trust and shall be applied by the Trustees:

14.1.1. in payment or satisfaction of such reasonable costs, charges, expenses and liabilities incurred by the Trustees in the performance of their respective obligations under this Programme Trust Deed (including remuneration of the Trustees);

14.1.2. in or towards payment pari passu and rateably of any amounts due but unpaid in respect of the Sukuk of that Series or Tranche (only if and to the extent that payments of a higher priority have been made in full);

14.1.3. in or towards payment pari passu and rateably of any amounts due but unpaid in respect of the Sukuk of other Series or Tranche (only if and to the extent that payments of in respect of the Sukuk of that particular Series or Tranche been made in full; and

14.1.4. to pay the balance (if any) to the Originator.

14.2. If the Trustees hold any moneys in respect of Sukuk which have become void, or in respect of which claims have become prescribed, the Trustees shall apply them in accordance with the order of payment set out above.

15. **Receipts for Money Paid**

If several persons are entered in the Register as joint holders of any Sukuk, the receipt of any of such persons for any Periodic Distribution Amounts or Dissolution Amount payable on or in respect of such Sukuk shall be as effective a discharge to the Issuer Trustee as if the person signing such receipt were the sole registered holder of such Sukuk.

16. **Freedom from Equities**

The Sukukholder will be recognised by the Issuer Trustee as entitled to the Sukuk free from any equities, set-off or cross-claim on the part of the Issuer Trustee against the original or any intermediate holder of the Sukuk.

17. **Taxation**

All payments of principal and income due in respect of the Sukuk shall be made subject to withholding or deduction for, any Taxes, duties, assessments or governmental charges

of whatsoever nature imposed, levied, collected, withheld or assessed by or within the Federal Republic of Nigeria or any political subdivision or any authority having power to tax. In that event, no additional amounts shall be paid to the Sukukholders as a result of deduction or withholding. Provided however, that the Sukuk shall enjoy the benefits of the provisions of the Tax Exemptions, and such extension, amendments and modifications thereof.

18. **Enforcement**

18.1. Only the Trustees may enforce the provisions of this Programme Trust Deed. No Sukukholder shall be entitled to proceed directly against the Issuer Trustee to enforce the performance of any of the provisions of this Programme Trust Deed unless where Sukukholders holding 75% of the Principal Amount of the Sukuk have requested the Trustees in writing to exercise the powers granted and, the Trustees having become bound as aforesaid to take proceedings fails or refuses to proceed within twenty-one (21) days and such failure is continuing, in which event any such Sukukholder may, on giving an indemnity satisfactory to the Trustees, in the name of the Trustees (but not otherwise), himself institute proceedings against the Issuer Trustee to enforce the performance of any of the provisions of this Programme Trust Deed to the same extent that the Trustees would have been entitled to do so in respect of the Sukuk held by him.

18.2. Following the distribution of the proceeds of the Trust Assets in respect of the Sukuk to the Sukukholders, in accordance with the Conditions and the Declaration of Trust, the Trustees shall not be liable for any further sums and, accordingly, the Sukukholders may not take any action against the Trustees (to the extent that they have fulfilled their obligations under the Underlying Sukuk Documents) to recover any such sum in respect of the Sukuk or the Trust Assets.

18.3. Upon the payment of all amounts due to the Issuer Trustee under the Underlying Sukuk Documents, the obligations of the Obligors in respect of the Sukuk shall be satisfied and no holder of the Sukuk may take any further steps against the Issuer Trustee or the Originator to recover any further sums in respect of the Sukuk and the right to receive any such sums unpaid shall be extinguished. In particular, no holder of the Sukuk shall be entitled in respect thereof to petition or to take any other steps for the winding-up of the Issuer Trustee or the Originator

19. **Waiver Of Interest**

Each Sukukholder irrevocably agrees that no interest will be payable or receivable under or in connection with any Sukuk and in the event that it is determined that any interest is payable or receivable in connection with any Sukuk, whether as a result of any judicial award or operation of any applicable law or otherwise, each Sukukholder agrees to waive any right it may have to claim or receive such interest.

20. **Meetings of Sukukholders, Modification and Waiver of Breach**

20.1. *Convening Meeting of Sukukholders*

The rights and duties of the Sukukholders in respect of attendance at meetings of Sukukholders are set out in the Third Schedule to this Programme Trust Deed (*Provisions for Meetings of Instrumentholders*). Decisions taken at Sukukholders meetings may only be exercised by the Trustees in accordance with this Programme

TERMS AND CONDITIONS OF THE PROGRAMME

Trust Deed or under these Conditions. For the avoidance of doubt, the Conditions of the Sukuk can only be amended with the consent of the parties.

20.2. *Modifications and Waiver*

The Trustees may agree: (i) upon the giving of prior written notification by the Issuer Trustee to the Rating Agency which has assigned a credit rating to the relevant Series or any Sukuk comprised; (ii) consent having been obtained from the Sukukholders (where applicable) and the recertification of the Shariah Adviser having been obtained, to:

20.2.1. any modification of any of the provisions of the Trust Deeds or the Conditions that is of a formal, minor or technical nature or is made to correct a manifest error; and

20.2.2. any other modification (except as mentioned in the Trust Deeds) and any waiver or authorisation of any breach or proposed breach of any of the Conditions or any of the provisions of the Trust Deeds which, in the opinion of the Trustees, is not materially prejudicial to the interests of the Sukukholders of that Series.

Provided that:

i. the Issuer Trustee has notified the Rating Agency and the Rating Agency has confirmed that such modification will not affect the then current ratings of the Sukuk; and

ii. prior clearance of the SEC has been obtained; or

20.2.3. any modification to this Programme Trust Deed which is required or necessary bringing this Programme Trust Deed in compliance with Applicable Law.

20.2.4. Any such modification shall be binding on the Sukukholders and shall be notified by the Issuer Trustee to the Sukukholders as soon as practicable, but subject to the SEC and the Exchange being notified as soon as practicable thereafter.

21. **Rights Against Predecessors-in-Title**

Except as required by law the Issuer Trustee will recognise the registered holder of any Sukuk as the absolute owner thereof and shall not be bound to take notice or see to the execution of any trust whether express, implied or constructive to which any Sukuk maybe subject, and the receipt by such registered holder, or in the case of joint registered holders the receipt by any of them, of the income from time to time accruing due for any other moneys available in respect thereof shall be a good discharge to the Issuer Trustee notwithstanding any notice it may have whether express or otherwise of the right, title, interest or claim of any other Person to or in such Sukuk interest or moneys. Notice of any trust express or constructive shall not be entered on the Register in respect of any Sukuk.

22. **Further Issues**

Subject to Condition 5 (*Negative Pledge*), the Issuer Trustee may from time to time create and issue further Sukuk either having the same terms and conditions as the Sukuk in all respects (or in all respects except for the first payment of Periodic Distribution Amount on

them) and so that such further issue shall be consolidated and form a single Series with the outstanding Sukuk of any series (including the Sukuk) or upon such terms as the Issuer Trustee may determine at the time of their issue. References in these Conditions to the Sukuk include (unless the context requires otherwise) any other Sukuk issued pursuant to this Condition and forming a single series with the Sukuk.

23. Notices

- 23.1. Any notice or other document may be given to or served on any Sukukholder either personally or by sending it by electronic mail or by post in a prepaid envelope or delivering it addressed to him at his registered address or (if he desires that notices shall be sent to some other persons or address) to the person at the address supplied by him to the Issuer for giving of notice to him. In addition to the provisions of this Condition 24.1, notices may also be publicised in any two national newspapers and if so published, shall be deemed given on the date of the publication and where published more than once or on different dates, on the date of the first publication.
- 23.2. In the case of joint registered holders of any Sukuk, a notice given to the Sukukholder whose name stands first in the Register shall be sufficient notice to all the joint holders.
- 23.3. Any notice or other document duly served on or delivered to any Sukukholder under these conditions shall (notwithstanding that such Sukukholder is then dead or bankrupt or that any other event has occurred and whether or not the Issuer has notice of the death or the bankruptcy or other event) be deemed to have been duly served or delivered in respect of any Sukuk registered in the name of such Sukukholder as sole or joint holder unless before the day of posting (or if it is not sent by post before the day of service or delivery) of the notice or document his name has been removed from the Register as the holder of the Sukuk and such service or delivery shall for all purposes be deemed a sufficient service or delivery of such notice or document on all persons interested (whether jointly with or claiming through or under him) in the Sukuk.
- 23.4. Any notice shall be deemed to have been served on the fifth (5th) day following the day which the letter containing the notice is posted and in proving such service it shall be sufficient to prove that the envelope containing the notice or the notice itself was properly addressed, stamped and posted. Any notice given by delivery otherwise than by post shall be deemed given at the time it is delivered to the address specified.
- 23.5. Notices to be given by any Sukukholder shall be in writing and given by lodging the same, together with the relevant information, with the Registrar.

24. Governing Law

- 24.1. The Sukuk and all rights and obligations arising from or connected with the Sukuk are governed by, and shall be construed in accordance with, Nigerian law.
- 24.2. The provisions of clause **35** (*Governing Law and Jurisdiction*) of the Programme Trust Deed shall apply mutatis mutandis to these Conditions.

25. Prescription

Claims against the Issuer in respect of the Sukuk shall be void unless presented for payment within six (6) years from the due date for payment of any amount due on such Sukuk.

OVERVIEW OF THE NIGERIAN ECONOMY

Introduction

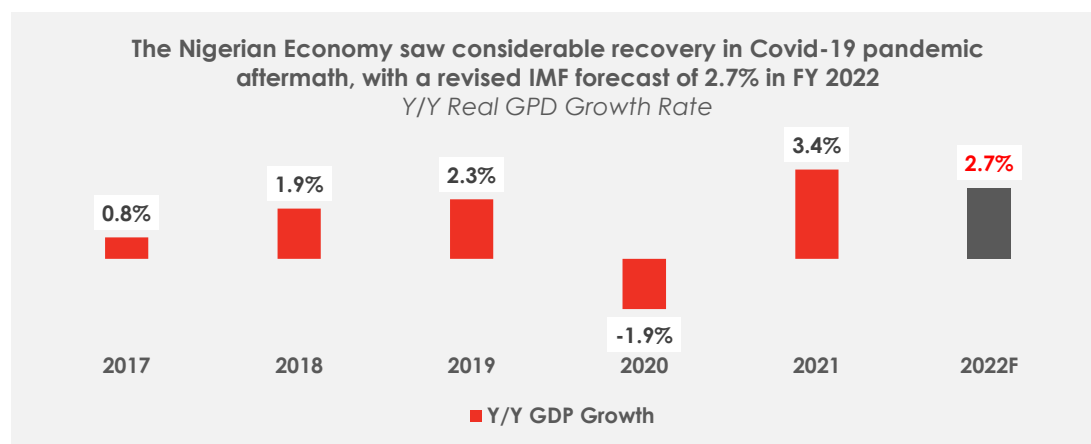
The Nigerian economy has rebounded impressively growing by 3.4% y/y in FY-2021. The country's population within this period grew by 2.5% from 211.4 million to 216.7 million inhabitants. As of February 2022, Nigeria remained the largest producer of crude oil in Africa, with a production capacity of 1.3 million barrels of crude oil per day. A barrage of unplanned events hit the economy in first quarter of 2022 ("Q1 2022"), worsening inflationary pressure significantly, thus putting the economy in a rare state of stagflation (characterised by slow and relatively high unemployment). The Nigerian economy in its quest toward achieving economic growth recovery in the aftermath of the Covid-19 pandemic has received further pressure from rising total debt stock and trade deficit, surging importation costs, declining Foreign Portfolio Investment (FPI), hawkish policy normalisation trend across advanced and emerging economies, global economic disruptions stemming from the ongoing Russia-Ukraine geopolitical tension and the many surrounding uncertainties in the global environment, etc.

Gross Domestic Product

The economic recovery process of Nigeria has been moderate so far, with an emphasis on the Full Year (FY) 2021 performance that was seen in the aftermath of the coronavirus pandemic era, underpinned by dogged improvement in economic activities, and disinflation, higher standard of living, price instability, and many more. The Gross Domestic Product (GDP) within this period climbed 3.4% y/y (FY 2021) from the -1.9% y/y deep of FY 2020. The non-oil sector significantly drove the economy's growth last year, contributing over 92% to 2021's GDP growth, with the oil sector contributing c.7.24%.

The corona-induced recession of 2020 gave birth to a unique era in the Nigerian economy, after the revival in economic activities which in effect bolstered foreign and domestic trade activities significantly. As a result, the total import value in FY 2021 was met with 64.1% y/y growth to N20.8tn, due to improved local demand for imported goods as consumer income recovered following the reopening of the economy which led to a recovery in wages, similarly, the total exports grew 51.0% y/y to N18.9tn, driven by higher crude exports as demand for crude oil recovered in 2021, following the reopening of the global economy which encouraged travelling and increased energy consumption. Foreign Portfolio Investment declined 34.1% y/y in FY 2021, sponsored policy normalisation wave across advanced and emerging economies, and weaker investor sentiment towards the Nigerian capital market amid less competitive rates and currency devaluation expectations.

Figure 1 & 2. Real GDP Growth (%)



Source: National Bureau of Statistics

OVERVIEW OF THE NIGERIAN ECONOMY

In the aftermath of a downturn from the Covid-19 pandemic, the economy began recovery in Q4-2020, following the ease in movement restriction resulting in the gradual revival of economic activities. According to the NBS estimates, real GDP grew by 4.0% y/y (faster than our estimate of 3.0% y/y), indicating a steadying of the economy. The Q4-2021 growth rate was higher than the -0.1% y/y growth rate recorded in Q4-2020 by 3.9% points, and lower than 4.0% recorded in Q3-2021 by 5 basis points. The non-oil sector continued to drive GDP growth, with Agriculture (crop production), Trade, Information Communication, Financial and Insurance sectors outperforming, which helped offset drags from lower crude oil production (1.32mbpd compared to 1.56mbpd in Q3-2021).

Overall, we maintain an optimistic bias for economic growth in 2022. The IMF disclosed in its latest World Economic Outlook (WEO) January report, the reaffirmation of a growth rate of 2.7% y/y for Nigeria in 2022, 0.1% higher than its previous forecast of 2.6% in October 2021. Thus, keeping in view the recent global economic trend amid lingering geopolitical tension between Russia and Ukraine, and the uncertainties surrounding the global space, underpinned by rising inflationary and FX pressure, we expect a revision in the IMF's forecast of 2.7% y/y growth in FY-2022.

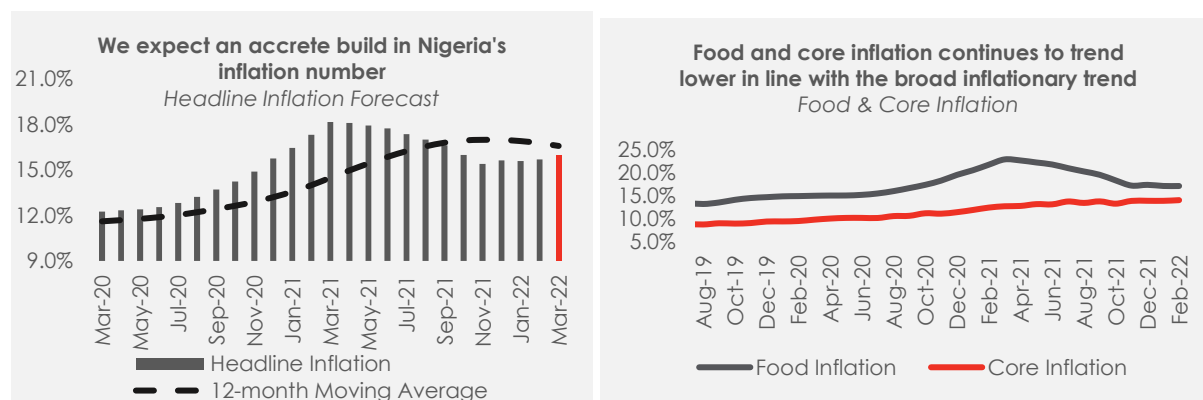
In addition, the Manufacturing and Construction subsectors will continue to benefit significantly from a re-opened economy. Secular trends driving digitisation and improved access to financial services will continue to propel the Information & Communications sector, as well as the Financial & Insurance sectors.

We also expect the agriculture sector to improve in 2022. Although, we retain long term concerns on the impact of insecurity on the sector, as well as the broader economy.

Inflation

The latest NBS inflation for February 2022 figures shows that headline inflation edged up 10bps to settle at 15.7% y/y from January's 15.6%. On a month-on-month basis, the broad CPI increased by 16 basis points (bps) to print at 1.6% higher than the 1.5% increase in January 2022. Despite our earlier forecast of moderation in headline inflation. Inflationary pressures arose from imported inflation from rising energy and food inflation, which were bolstered by a prolonged fuel scarcity which impacted the fuel costs. Unexpected disruptions in the supply chain also added sustained pressure on headline inflation.

Figure 3: Annual Headline Inflation and Moving Average



Source: National Bureau of Statistic, United Capital Research

Going forward, we expect to see sustained inflationary pressure, with headline consumer price index expected to climb faster in the coming months. First, the escalating geopolitical conflict in Eastern Europe is a key concern for inflation heading into the year. A prolonged conflict is likely to lead to supply gaps in the commodities market, particularly for wheat, gas, and crude oil, both of which have significant impacts for Nigeria. In a situation where a diplomatic resolution fails, higher

OVERVIEW OF THE NIGERIAN ECONOMY

crude prices will likely continue to force price of gas and diesel (both of which are deregulated) higher. This is also likely to sustain upward pressure on production and logistics costs, forcing producers to possibly raise prices. Thus, this has significant upside risk for energy costs, transportation costs and a huge pass-through impact on food & other consumables. In addition, global inflationary pressures continue to persist which is likely to keep imported inflation elevated in Nigeria.

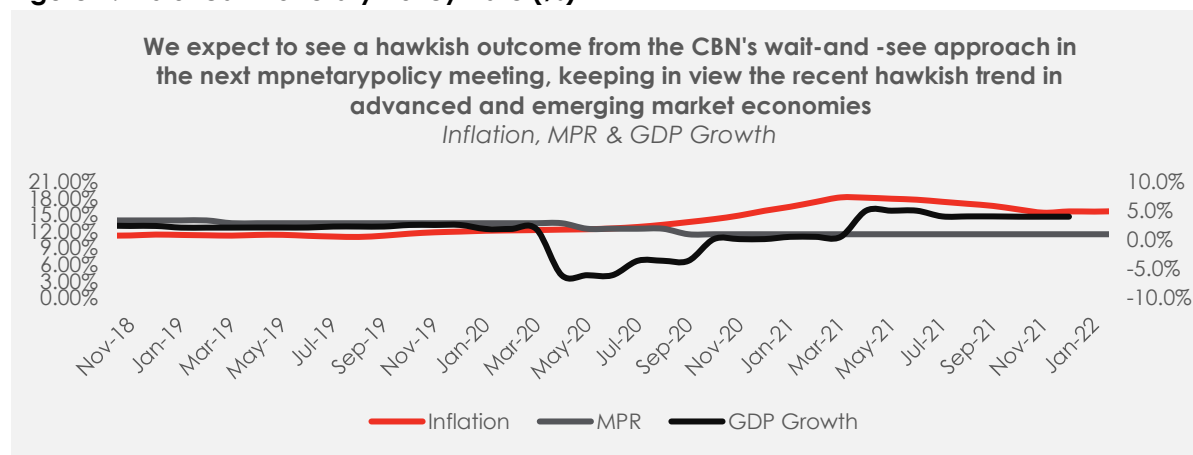
Monetary Policy

The Central Bank of Nigeria's Monetary Policy Committee (MPC) held rates constant in both meetings conducted in Q1-2022 as the economy recovers from the contractions of COVID-19. The MPC decided to hold all policy parameters constant; believing that a hold stance will enable the continued permeation of current policy measures in supporting the recorded growth recovery and further boost production and productivity. MPR was retained at 11.5%, asymmetric corridor of +100/-700 basis points with the CRR and LR being retained at 27.5% and 30%. This decision is reinforced as the nation manages further economic and financial shocks which could be exerted from the ongoing Russia-Ukraine war.

The Central Bank of Nigeria has issued guidelines for the RT200 scheme, which entails the apex bank paying N65 for every US\$1 repatriated and sold at the Investors and Exporters Window. The CBN introduced the RT200 Programme as a means to reduce exposure to volatile sources of foreign exchange and to earn more stable and sustainable inflows of FX. CBN's objective with the RT200 Programme is to raise \$200 billion in Foreign Exchange (FX) earnings from non-oil proceeds over the next 3-5 years. Hence the CBN rebate scheme, which gives Naira4Dollar is designed to incentivize exporters in the non-oil export sector to encourage repatriation and sale of export proceeds into the FX Market.

Looking forward, with regards to monetary policy, we also expect the CBN to continue to use unorthodox monetary policy tools to control the money supply, as hinted by the Chairman in the meeting. The continued GDP expansion coupled with moderating inflation pressures will justify the hold stance and could see the CBN retain the use of unorthodox tools within its arsenal such as OMOs and CRR debits to manage system liquidity. Lastly, we also indicate that the monetary policy interventions, as conventional monetary policy may be reaching its limit in this economic cycle as they are not sufficient to address major macroeconomic constraints facing the Nigerian economy.

Figure 4. Historical Monetary Policy Rate (%)



Source: Central Bank of Nigeria

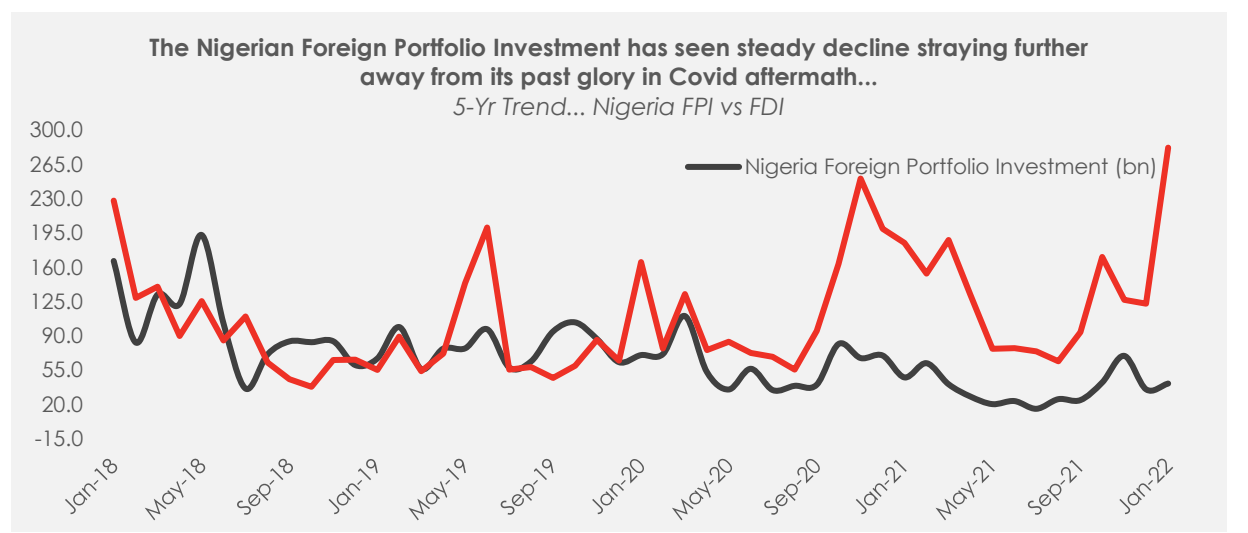
Capital Importation

The National Bureau of Statistics (NBS) recently published Nigeria's Capital Importation report for Q4-2021. Accordingly, we observed that on a q/q basis, the total capital imported grew 26.4% to \$2.2bn in Q4-2021, beating \$1.7bn in Q3-2021 and \$875.6m in Q2-2021, albeit lagging \$1.9bn inflows recorded in Q1-2021. Furthermore, on a y/y basis, capital importation during the period exceeded Q4-2020 by 109.3%.

Looking ahead, with bold reforms necessary to create an enabling environment still lacking, we expect FDIs to remain muted. For FPIs, despite renewed optimism from higher oil prices and improved FX liquidity, the direction of capital funds will primarily depend on the monetary policy direction of the CBN as major central banks in 2022 are expected to adopt hawkish policies. The return of monetary policy normalisation in advanced economies will reduce the interest spread on domestic fixed-income securities, making fixed income securities less attractive in the absence of a rate hike. Exchange rate risks and uncertainties around the upcoming election year are downside risks that could further deter capital importation in 2022.

The main drivers of capital flows to and from Nigeria can be broken down into push and pull factors. Push factors, typically external, include factors that determine the rate of return on advanced economy assets, such as interest rates, economic growth and degree of risk aversion by foreign investors. Pull factors include factors that determine the rate of return on domestic assets such as, domestic interest rates, exchange rate expectations, economic growth, and other risk factors. Given Nigeria's dependence on oil exports for foreign exchange earnings and government revenue, oil prices are likely to be the key driver of the rate of return on domestic assets, domestic credit risk and foreign exchange risk.

Figure 5. Nigeria Foreign and Domestic Portfolio Investments (US\$'bn) (2018 – 2022)



Source: Bloomberg, United Capital Research

Foreign Exchange and Currency Reserves

Nigerian naira dropped to a new record low of N419.8 per USD on the official market May 2021 following a currency devaluation. The devaluation of the official exchange rate was a move to unify the currency's multiple exchange rates. The CBN devalued the currency twice in 2020 and has traded within a band of 380.0 and N381.0/US\$ July 2020, at the end of Q4 2021 the official rate moved to N413/US\$ while the parallel market N428/US\$. As of April 2022, the parallel market has reached a band of N580/US\$ and N595/US\$ ad the official rate is between N415.9/US\$ and

OVERVIEW OF THE NIGERIAN ECONOMY

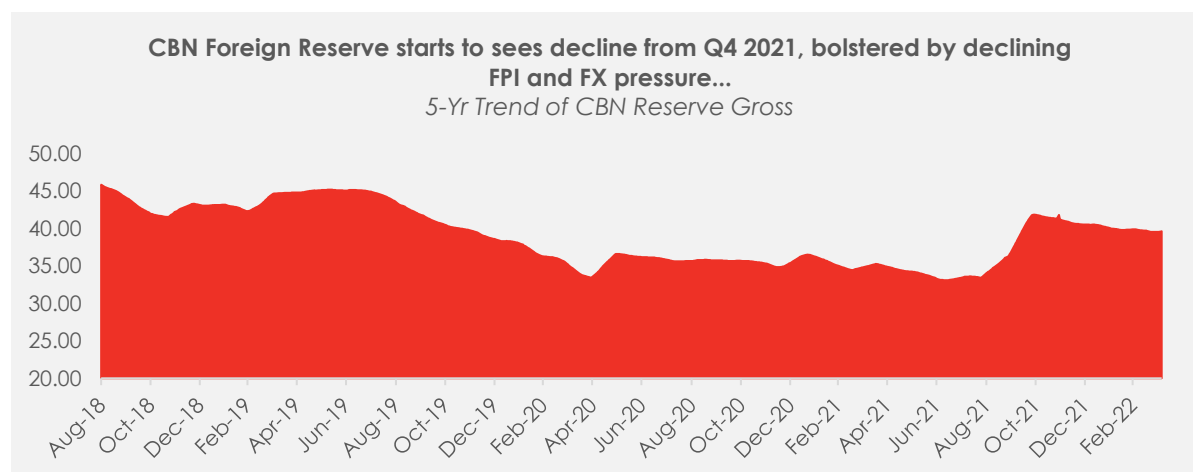
N416.6/US\$. The naira has been under pressure from rising demand for U.S dollars as foreign investors pulled out of the country in the wake of the global health crises that sent oil prices tumbling.

Foreign exchange Reserves in Nigeria decreased to \$39.6 million in March 2022 from \$39.9 million in February 2022. Amid currency prices and the post-pandemic effect causing a fluctuation in oil prices, the country's gross foreign reserves dipped by \$600 million in December 2020 closing at \$40.6 billion against \$41.2 billion the prior month.

Nigeria's external reserves are expected to surpass \$42 billion by mid-2022, this is due to the sustained increase in crude oil price and the impact of Eurobond issuance. The CBN introduced the Naira-4-dollar scheme on December 2021, an incentive to reward recipients of remittance with N5 for each \$1 wired through the official window to boost supply from the supply.

Looking ahead, expectations for the currency remain grim and it is expected to continue losing value against the greenback amid structurally high inflation, capital outflows, and the CBN prioritizing credit growth to stimulate economic activity.

Figure 6. Foreign Currency Reserves (US\$'bn) (Year on Year - 2014 – 2021)



Source: Bloomberg, United Capital Research

Debt Stock

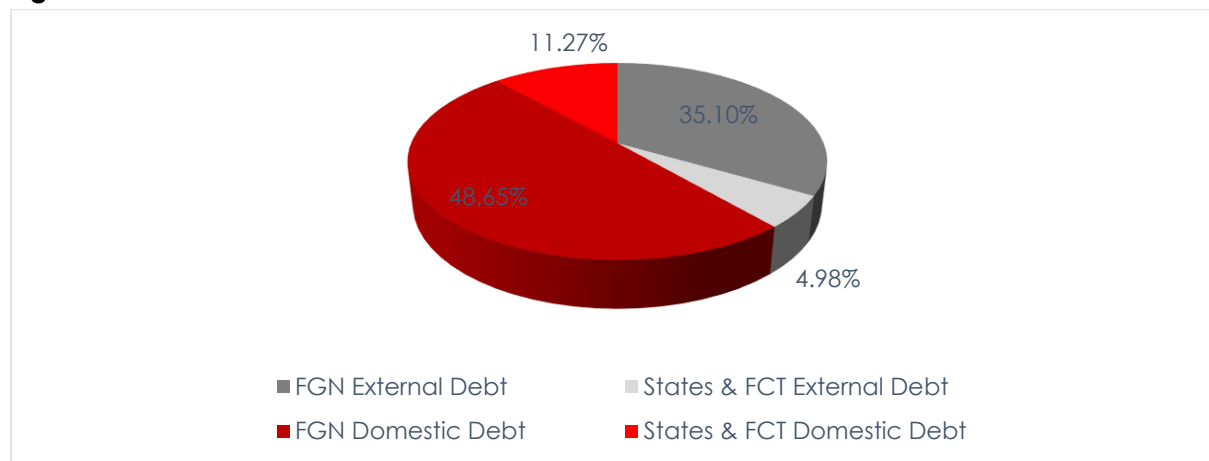
Despite a budget deficit that has ranged between 3%–5% of GDP each year since 2015, Nigeria's public debt-to-GDP ratio of less than 30% is relatively low. The increased borrowing that has characterized the 2021 budget (inclusive of the supplementary budget) as well as the expected huge deficit financing need for the proposed 2022 budget continues to raise concerns about Nigeria's debt sustainability. Thus, while the debt-to-GDP metric is looking comfortable, the authorities will need to boost their revenue mobilization to address rising interest-payment-to-revenue ratios. According to the Debt Management Office DMO, Nigeria's total public debt increased from N35.5 trillion at the end of Q2 2021 to N39.6 trillion by Q4 2021.

The DMO noted the total public debt to Gross Domestic Product (GDP) remained within Nigeria's self-imposed limit of 40.0% although when compared with the World Bank, International Monetary Fund (IMF), as well as ECOWAS Convergence ratio of 70%, the Debt-GDP ratio becomes prudent. Notably, the country's total public debt increased to N33.1 trillion in Q1 2021 from N33.9 trillion in Dec-20 indicating an increase of 200bn; in Q2 2021 the total debt stock rose by N2.4 trillion to N35.5 trillion, in Q3 2021 the increase continued by N2.5 trillion to hit N38.0 trillion, between Sep 2021 to

OVERVIEW OF THE NIGERIAN ECONOMY

Nov 2021 an increase of N1.6 trillion was seen. The federal government had captured N5.5tr domestic and external borrowings in the 2021 Appropriation and Supplementary Acts to part-finance the deficit; hence, the new rise in new borrowings was primarily through the issuance of the Eurobonds, Sovereign Sukuk, and FGN Bonds. These capital raisings were exploited to finance capital projects and support economic recovery.

Figure 7: Public Debt Profile



Source: Debt Management Office, United Capital Research

The public debt stock is expected to continue an upward trajectory in the medium term reaching N45.0 trillion as the DMO plans to borrow an additional N6.4 trillion to finance the 2022 budget deficit. The budget deficit is to be financed mainly by borrowings from both domestic (N2.6 trillion) and foreign sources (N2.6 trillion), multilateral and bilateral loan drawdowns (N1.2 trillion) as well as privatization proceeds (N90.7 trillion). However, the government has initiated various measures to increase revenues through the Strategic Revenue Growth Initiation and the introduction of Finance Acts 2019.

OVERVIEW OF THE NIGERIAN POWER SECTOR

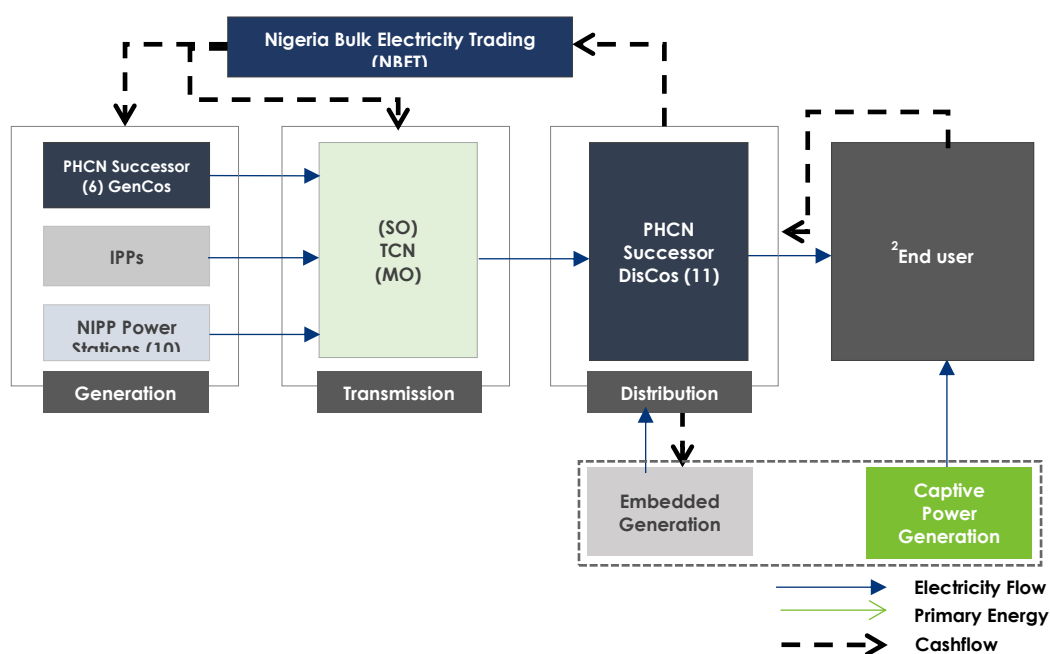
Nigeria's power system is constrained by an imbalance between power generation and consumption. While over 12000 megawatts (or 12 gigawatt) of power generation capacity is available, only roughly 3.5 GW is distributed or supplied to end-users or customers (households, commercial and industrial users) on average, with a peak operating capacity of 5.2 GW achieved in 2018 (versus 5.1 GW in 2016). Existing assets are partly idle and do not actively participate in the energy system. Removing severe bottlenecks within the transmission and distribution grid is necessary to allow free flow of electricity. This includes rehabilitating defective connections of key substations to the existing control centre in order to improve the operation of transmission network and to unlock its potential. The country targets to include an all-energy mix for electricity generation by 2030. To achieve this, massive investments are expected across the power sector value chain.

Nigeria's Power Sector Reforms

In order to attract investment into the sector, the Federal Government in 2005 enacted the Electricity Power Sector Reform Act which liberalized, commercialized and privatized the electricity sector. These reforms included the dissolution of the National Electric Power Authority, the creation of the Power Holding Company of Nigeria as a new holding company and the unbundling of the PHCN into a series of 18 successor companies- 6 generation companies, 11 distribution companies and a power transmission company.

The privatisation of the defunct PHCN's successor companies, which commenced in December 2010, is now complete. The Federal Government of Nigeria (FGN) has however retained ownership of the Transmission Company of Nigeria, which Manitoba Hydro International, a wholly owned subsidiary of an electric and natural gas utilities Canadian company, managed on behalf of the FGN from 2013 to 2016 under a management contract.

While the privatisation of the PHCN successor companies has been completed, the second phase of privatisation relates to the sale of 10 government-owned independent power projects, called National Integrated Power Projects, a process which commenced in 2013. The FGN conceived the NIPPs as a fast-track public sector-funded initiative to add significant new generation capacity to Nigeria's electricity supply system in 2005. The FGN has indicated it will retain 20% stake across the NIPP assets. This process has however been stalled for various reasons including gas shortage, drawn-out negotiations, court actions and delays in executing gas supply agreements, which have all affected the project's bankability as the banks and investors are reluctant to invest either debt or equity into the project given the high level of uncertainty and risks.



The Nigerian Electricity Regulatory Commission

The Nigerian Electricity Regulatory Commission ("NERC") is an independent regulatory agency which regulates the Nigerian Electricity Supply Industry, as provided by the Electric Power Sector Reforms Act ("ESPRA"). The principal duties of the NERC include:

- The monitoring and regulation of the electricity industry;
- Issuance of licenses to market participants;
- Ensuring compliance with market rules and operating guidelines.

Nigerian Electricity Liability Management Company

The Nigerian Electricity Liability Management Company Limited ("NELMCO"), a company limited by guarantee is established under the Laws of Nigeria to manage the stranded assets and liabilities (including the legacy debts) in the Nigerian electricity supply industry following the restructuring of the sector, the unbundling of the PHCN and privatisation of the PHCN successor companies.

Transmission Company of Nigeria PLC

The Transmission Company of Nigeria ("TCN") is registered under the Companies and Allied Matters Act 2004 and licensed by the NERC for the business of electricity transmission and system operation in Nigeria. TCN owns and operates the electricity transmission network system in Nigeria and provides services for the transmission of electric power and energy from one location to another.

The NERC, based on the powers vested in it under the EPSRA, has granted an electric power transmission license to TCN. TCN, by virtue of its operating licence, carries out the functions of Transmission Service Provider, System Operations and Market Operations.

Nigerian Bulk Electricity Trading PLC

In most developing countries that have attempted to commercialize their state-owned electricity industries, the natural expectation is that the industry will adopt a principal buyer model until such time that the industry develops the settlement, accounting, managerial and governance systems required for the more sophisticated multiple buyer model.

The industry will therefore have to transition to a model whereby a government owned bulk trader carries out the contract management and bulk trading on behalf of distribution companies until the industry has developed the systems required for successful bilateral contracting under the multiple buyer model. Consequently, the Nigerian Bulk Electricity Trading PLC ("NBET" or the "Bulk Trader") has been licensed to engage in the bulk purchase and resale of electric capacity, electric energy, and ancillary services during the transitional phase of development in the Nigerian electricity market. Under this model, the FGN assumes the liability of the Distribution Companies (DISCOs) until the DISCOs establish credit worthiness. The Ministry of Finance will backstop the Bulk Trader with credit enhancement instruments, as well as seek World Bank support for the Bulk Trader through a Partial Risk Guarantee from the International Development Association (IDA).

The Bulk Trader will therefore be responsible for negotiating appropriate power purchase agreements with the Successor Companies as well as any new independent power producers. This is however based on the understanding that all contracts entered into by the Bulk Trader can be novated to the successor distribution companies upon attainment of commercial viability and successful transition to the multiple buyer models.

Present Energy Mix (MW) – Generation

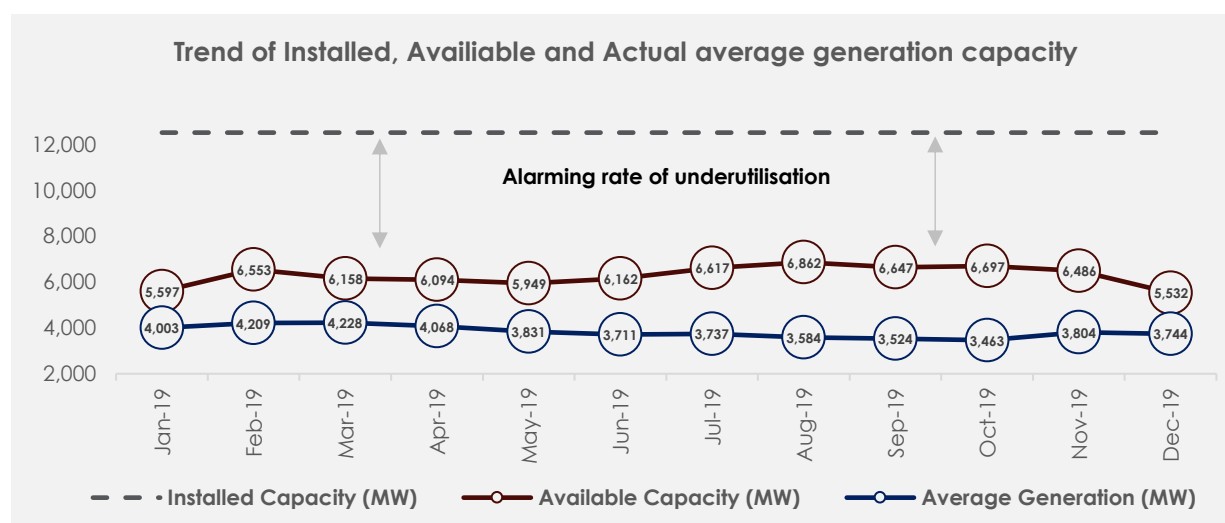
Following the completion of the power sector privatisation in 2013, (to boost private-sector participation), Nigeria embarked on a journey towards expanding its generating capacity to 40,000MW by 2020. Unfortunately, the country has missed the target by 68.7%. Also, available

OVERVIEW OF THE NIGERIAN POWER SECTOR

average generation capacity has hovered around 6,000MW, half of the installed capacity, while actual average generation comes in at half of the available generation capacity. In addition to the operational and technical challenges faced by the generating segment, the poor collection from other players in the power sector value chain, mostly distribution, has affected actual cash received by Gencos, adding further to their inability to settle invoices for gas supplied and invest in the critically needed infrastructure.

Elsewhere, of the 28 generating companies active in Q4-2019 (emanating from the unbundled Power Holding Company of Nigeria, National Integrated Power Project and Independent Power Producers), about 12 plants accounted for 82.7% of total power generation. Given the concentration of electricity generated on a smaller proportion of plants, it has become imperative to develop generation capacity, to reduce over reliance of the national grid on these 12 plants.

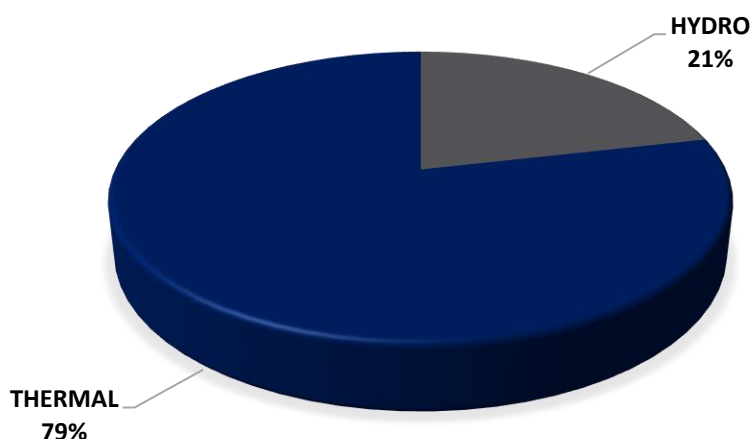
Notably, given the recently signed Nigeria Electrification Road Map, between the Federal Government and Siemens AG, plans are in place to expanded Nigeria's generation capacity to above 10 GW in the short term and 25 GW in the mid-term. Also, the project seeks to improve the country's overall generation mix, as well as the increase in potential generation from renewable energy sources. Also, the roadmap outlined small scale embedded power generation projects, which are to be embarked on, upon the completion of the entire removal of grid constraints.



Sources: Nigerian National Petroleum Corporation, Department of Petroleum Resources, United Capital Research

Notably, these generation projects are beneficial in delivering power to remote areas and supplying power to users under the "eligible customer" rule. Notably, the first pilot project proposed under the road map is a 40 MW conventional generation to be located in Abuja. Also, in line with the Nigerian National Petroleum Corporation's plan to finalise the construction of the 614km Abuja-Kaduna-Kano gas pipeline project, the roadmap proposes a partnership with Siemens AG for potential large scale power projects in Abuja (+1350 MW), Kaduna (+1350 MW), Kano (+1350 MW) and also Lagos (+450 MW).

Present Energy Capacity



Source: Nigerian Electricity Supply Industry (NESI)

Current Transmission Status

In 2019, there was much controversy about the actual performance of Transmission Company of Nigeria (TCN). According to TCN, its transmission capacity was increased by 2,353 MW between 2017 and 2019 and stood at 8,000 MW in 2019; with an average of 4,000MW made available to end-users. However, industry stakeholders estimated TCN's capacity to have been 4,500-5,500MW. Whatever the case, the national grid remained major weak link in the power value chain in 2019; owing largely to the poor state and quality of transmission infrastructure, as well as other factors, such as transmission network vandalism, right of way challenges and the discord between transmission and distribution infrastructure development plans.

Notwithstanding these challenges, the TCN's Transmission Rehabilitation and Expansion Program (TREP) continued to progress; with a number of key network development projects being undertaken and completed across the federation. Worthy of note were the network rehabilitation works in Kebbi, Jos, Akwa Ibom and Bayelsa states, which featured numerous sub-station and power reactor installations.

On the bright side, several developments have recently come to fore, slowly unlocking the hidden potential in the power value chain. In terms of infrastructure, the Federal Government announced a three-phase Nigerian electrification project, with Siemens, which aims to achieve 25,000MW in 2025, across the entire power value chain. The project sees a step-by-step expansion of Distribution and Transmission networks to 7,000MW by 2021, 11,000 by 2023 and finally, including generating capacity to a peak of 25,000MW by 2025. In the same vein, the Federal Government was granted a \$3bn loan request from the World Bank, to be distributed in four tranches of \$750.0mn, for the expansion of power transmission and distribution networks. Also, the Transmission Company of Nigeria, the only sole-government owned player, received \$210mn in funding from the African Development Bank (AfDB). The funding is towards the construction and reconstruction of transmission lines, substations, across certain regions in Nigeria, to further boost the TCN's wheeling capacity. Another positive for transmission in 2019 was the approval for a \$3 Billion financing from the World Bank; a large proportion of which is designated for the development of transmission infrastructure.

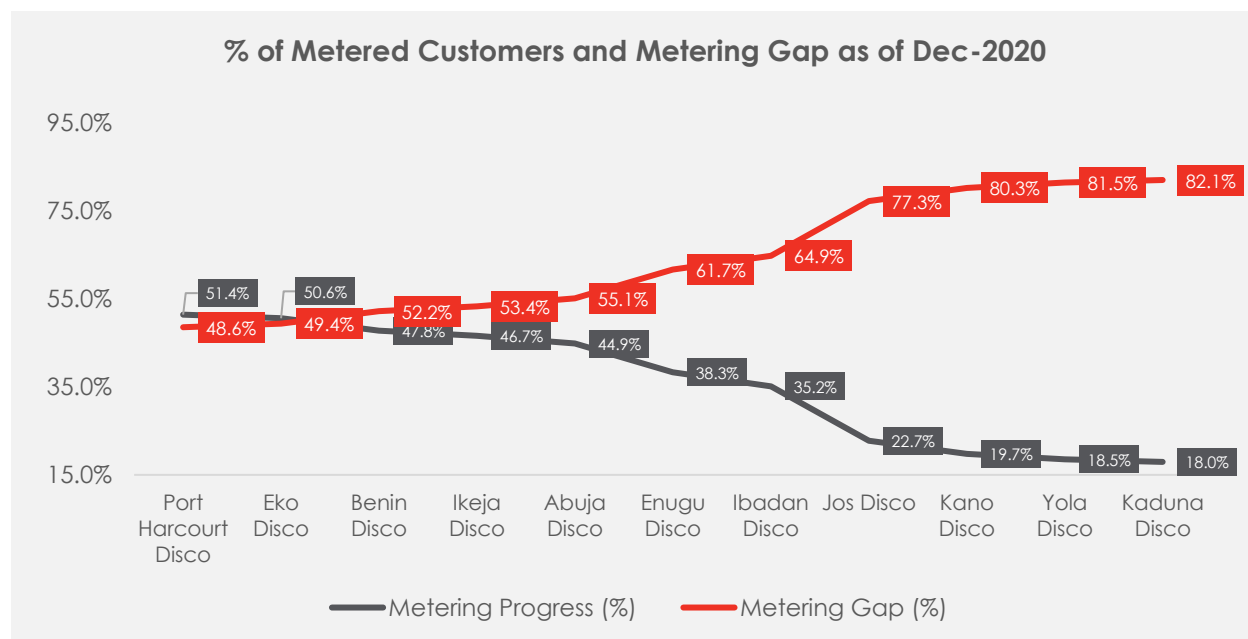
Electricity Distribution

Being the weakest link in the entire power sector, a number of initiatives have been rolled out to better the fortunes of the electricity distribution segment. These include:

The Meter Asset Provider (MAP) Regulation 2018

To reduce some of the ATC&C losses borne by Discos and to serve as an interim solution pending the widespread adoption of meters, the Discos have relied on estimated billing for unmetered customers across classes (Residential, Commercial, etc). As a response to the challenges and fast-tracking metering, the NERC issued the Meter Asset Providers (MAP) Regulation in 2018, giving authority to third party companies to supply, install and maintain end-user meters. This new set of industry players, in conjunction with the 11 operating Discos, were given a timeline to achieve full metering of all electricity end-users in 3 years (I.e. 2021). Also, following the successful roll-out of meters from May-2019, after the completion of the MAP bidding process, the NERC specified a timeline of 10 working days, for end-users who have made payment to the specified Meter Asset Provider, to be metered.

Despite huge benefits for both end-users in terms of fair pricing and reduction in collection losses for Discos, metering progress has remained abysmal. As of Dec-2019, the average metering progress across the 11 Discos was 37.8% of registered electricity customers, with players such as Kano Disco (18.4%) and Yola Disco (18.8%) at the bottom of the table. More so, the rapid growth in the number of electricity end-users continues to outpace the metering growth. According to the NERC, the number of registered electricity consumers has increased from 5 million in 2012 to 10 million as at Dec-2019, with 62.4% being invoiced on estimated billing.



Sources: Nigerian Electricity Regulatory Commission, United Capital Research

NERC's Order on Estimated Billing: Introducing an energy cap for R2 and C1 consumers

First off, it is imperative to explain the different classes of electricity consumers. Broadly, Nigerian electricity end-users are segmented into Residential (R), Commercial (C), Industrial (D), Special (A) and Streetlights (S). These classes are further segmented based on energy demand as explained further in the table below:

Classification of Electricity end-users in Nigeria

Customer Classification	Description
Residential	A consumer who uses his/her premises exclusively as a residence - house, flat or multistorey house where people reside
R1	Lifeline - end-users who consume less than 50 kWh a month (mostly rural areas)
R2	Single and 3-phase
R3	Low Voltage Maximum Demand
R4	High Voltage Maximum Demand (11/33 KV)
Commercial	A consumer who uses his/her premises for any purpose other than exclusively as a residence or as a factory for manufacturing goods
C1	Single and 3-phase
C2	Low Voltage Maximum Demand
C3	High Voltage Maximum Demand (11/33 KV)
Industrial	A consumer who uses his/her premises for manufacturing goods including welding and ironmongery
D1	Single and 3-phase
D2	Low Voltage Maximum Demand
D3	High Voltage Maximum Demand (11/33 KV)
Special	Customers such as agriculture and agro-allied industries, water boards, religious houses, government and teaching hospitals, government research institutes and educational establishments
A1	Single and 3-phase
A2	Low Voltage Maximum Demand
A3	High Voltage Maximum Demand (11/33 KV)
Street Lighting	
S1	Single and 3-phase

Sources: Nigerian Electricity Regulatory Commission, United Capital Research

Notably, Discos have failed to capture the total actual consumption across these different segments. While the default rate is lowest amongst the C and D class of consumers, the default rate is highest among the R, A and S classes of consumers. For instance, collection losses can be assumed to be relatively higher for the R class of consumers due to over-billing, energy theft and related issues. For practicality, assuming a Disco sends energy worth 2,000 kWh to a street in a month, where several R2 & R3 end-users are located, and only two end-users are properly metered – and account for 300 kWh. To account for the remaining 1,700 kWh, the usual practice is to prorate or spread the energy consumed evenly, among all remaining unmetered end-users. This results in some R2 end-users being invoiced inflated estimated bills – way above their actual consumption - with many of these users paying only part of the bills and pushing the balance forward. Furthermore, A and S consumers, being mostly MDAs, are the largest debtors, owing an estimate at about N90.0bn nation-wide.

To address fairness in the billing of different types of consumers, recently, NERC published the “**Order on the Capping of Estimated Bills in the Nigerian Electricity Supply Industry**”, effective from

OVERVIEW OF THE NIGERIAN POWER SECTOR

20th February 2020. The focus of the order is to promote parity in the billing of metered and unmetered electricity customers, given the several complaints about Discos issuing unrealistic estimated bills.

Going forward, electricity end-users within the Residential and Commercial class, belonging to the single and 3-phase segment (R2 and C1), that are unmetered, will be billed subject to an energy cap. After consulting with various stakeholders, the NERC finalized that the energy cap will be determined by an average vending of customers of the same tariff class, within the same business unit (area). To explain further, If Mr. A lives in Mushin (a business unit) and registered as a single-phase R2, and his building is unmetered, pending the time he will be metered, he will be required to pay according to the energy cap determined by the average energy consumed by R2 customers that are metered in Mushin. As depicted in the table below – that amount will be 110 kWh x N30.93/kWh = N3,402.3. Interestingly, for end-users whose current estimated billing is lower than the energy cap, the new order stipulated that they will continue to pay the lower price, without an upward revision to the energy cap. Notably, this is a transitional arrangement, until all customers in these categories are metered.

Eko Electricity Distribution Company Plc					Ikeja Electric Plc				
Monthly Energy Cap					Monthly Energy Cap				
Business Unit	Tariff Class				Business Unit	Tariff Class			
	R2S (kWh)	R2T (kWh)	C1S (kWh)	C1T (kWh)		R2S (kWh)	R2T (kWh)	C1S (kWh)	C1T (kWh)
Agbara	91	219	93	254	Abule Egba	91	219	93	254
Apapa	119	376	143	300	Akowonjo	119	376	143	300
Festac	118	185	136	216	Ikeja	118	185	136	216
Ibeju	121	190	108	194	Ikorodu	121	190	108	194
Ijora	145	313	135	296	Oshodi	145	313	135	296
Island	269	774	196	648	Shomolu	269	774	196	648
Lekki	238	490	195	496					
Mushin	110	157	101	240					
Ojo	89	123	92	177					
Orile	147	211	151	282					
Approved Tariffs as at 20th February 2020	N30.93/kWh	N34.28/kWh	N34.28/kWh	N39.25/kWh	Approved Tariffs as at 20th February 2020	N21.30/kWh	N21.80/kWh	N27.20/kWh	N28.47/kWh
					Note: R2S & C1S – Single Phase				
					R2T & C1T – Three Phase				

Sources: Nigerian Electricity Regulatory Commission, United Capital Research

By the order of the commission, all other consumers, other than R2 and C1 class, must be metered before 30 April 2020. If not, they are not liable to pay any estimated bills and will remain connected to the supply, which is a loss for the Discos. Also, to plug revenue leakages from these segments, Discos are mandated to migrate all high energy consumers (above R2 and C1), to cashless settlement platforms, which must account for energy flow and metering infrastructure by 31st December 2020. Finally, all customers that reject the installation of a meter on their premises, will not be entitled to electricity supply and will be disconnected.

Overall, the benefits of this order accrue to both Discos and electricity end-users. First, unmetered R2 and C1 consumers will be able to pay charges that are more commensurate to their consumption. Second, the order eliminates the incidence of inflated estimated bills and creates customer satisfaction and fewer complaints, which are integral goals the NERC set out to achieve. Third, the deadline to meter high-end customers will prompt Discos to fast track metering, which is positive for the reduction in collection losses. More importantly, this will increase overall electricity supply to Nigerians, lower collection losses, buoy revenue, and reduce the incidence of liquidity crisis across the value chain by giving Discos a better shot at meeting their minimum remittance to NBET and MO.

The biggest advantage of all comes in play when the transition to cost-reflective tariffs takes place, which has been postponed beyond 2020, due to the COVID-19 pandemic. If the previously estimated billing practice was still in place, and tariffs reviewed upwards, this would have a severe

OVERVIEW OF THE NIGERIAN POWER SECTOR

implication on consumer wallets belonging to the R2 and CI class. With energy demand now similar to metered counterparts, tariffs paid for will be relatively fair.

NERC's order Mandatory Migration to Cashless Settlement platforms

One of the numerous challenges in the Nigerian electricity supply industry, is the incidence of high aggregate technical, commercial and collection losses. Therefore, in a bid to tackle collection losses emanating from electricity consumers, especially from the heavy demand segment, the NERC released an order on the mandatory migration of payment from all industrial and commercial electricity consumers to cashless settlement platforms for the billing and collection by 31st Jan-2020. Also, for residential customers on low voltage maximum demand (R3), the deadline was stipulated at 31st March, 2020. Also, the order stipulated that customer management systems, and other technology solutions deployed by Discos, must give the NERC ability to accurately account for market revenues processed. In addition, the Discos must fully account for all energy flow to these set of consumers, through the installation of appropriate metering infrastructure by 31st Dec,2020.

Premium Power Initiative (PPI)

Under the Power Sector Recovery Program initiated in 2017, part of the milestones to be established was the creation of a bilateral willing buyer/willing seller basis for premium customers. This gave birth to the Premium Power Initiative (PPI) for eligible customers in 2019, which is a power purchase agreement under the Willing Buyer, Willing Seller initiative issued by the Nigerian Electricity Regulatory Commission (NERC). Notably, Ikeja Electric PLC partnered with Egbin Power PLC, a GENCO, to kickstart the Premium Power Initiative with Magodo residents. Also, according to widespread reports, residents of Victoria Island and Banana Island entered into the agreement with Eko Electricity Distribution Company, recording steady power supply for about 20 to 22 hours per day, at a cost estimated around N45.0 kWh kilowatt per hour. With these new incentives, we could see improved revenues for the Discos, translating to improved liquidity across the value chain, as Discos are able to recover more costs and remit to the NBET & MO.

NERC's Order on Transitional Accounting of Tariff Related Liabilities in the NESI

Notably, one of the factors impeding private investment and fresh inflow of capital to distribution companies, is the continued recording of tariff related liabilities in the financial records of Discos. As a result, the NERC released an order to resolve the continued accumulation of future tariff related shortfalls, as well as to ensure no new tariff-related liability is recorded and the creditworthiness of the balance sheet of Discos trying to raise capital is preserved. As a result, going forward, Discos are required to meet the payment thresholds to NBET as stipulated by the MYTO and minimum remittance order, while the outstanding tariff related shortfall will be paid to Gencos via the different funding sources in the PSRP (from the government). Also, the amount of liabilities owed by the government will temporarily remain on the books of Discos, until they are settled by the Payment assurance facilities set up or other funding initiatives specified in the PSRP.

Nigeria Electrification Roadmap – Activities tied to improving the distribution segment

Notably, a number of projects stipulated under the Nigeria electrification roadmap is skewed towards removing severe bottlenecks within the transmission and distribution networks, to allow free flow of electricity. The first phase of the project seeks to address easy fixes to upgrade the distribution and transmission networks to easily accommodate 7,000 MW of power. These include upgrading 23 existing substations, constructing, installing, and commissioning of 3 mobile substations as well as supply of products and systems to about 14 stations. Notably, the FG has approved the beginning of the phase 1 process, instructing key ministries to begin the process of finalising the pre-engineering and concessionary financing agreement with Siemens AG.

OVERVIEW OF THE NIGERIAN POWER SECTOR

Electricity Pricing and Tariff Regulation – Multi Year Tariff Order (MYTO)

In the Nigerian Electricity Supply Industry, setting of tariffs for electricity consumers is done through the Multi-Year-Tariff Order (MYTO) system. Notably, the MYTO was created with the purpose of providing cost reflective tariffs, ensuring that prices charged by operators are fair to electricity consumers and are also sufficient for operators to earn a reasonable return on capital invested in their businesses. Since its introduction in 2008, the methodology has undergone a major review in 2012 and a minor review in 2015, accounting for changes in key input variables, such as the NGN/USD exchange rate, inflation rates for Nigeria and United States, gas prices, available generation capacity.

Following its review in 2015, the NERC was tasked with carrying out minor reviews twice a year, to reflect changes in specific macroeconomic variables, outside the control of the operators in the power industry. However, these reviews were not carried out, causing a growing disparity between what Discos should charge to cover their costs (cost-reflective) and what they were mandated to charge. To that end, in Aug-2019, the NERC issued minor tariff reviews to the MYTO 2015, for the years between 2016 to 2018, to take into consideration the impact of macroeconomic variables on the existing tariff within those years. Also, additional minor reviews were carried out in Dec-2019, with a focus on the years of 2019 and 2020.

MYTO 2020 Order

On September 1st 2020, Nigeria Electricity sector officially witnessed the implementation of a cost reflective tariff for end-users, following presidential approval. Recall that the MYTO 2020 Order was due to be implemented in April and July but was pushed forward due to the COVID-19 pandemic. With pressure on government revenue and the need for deficit financing from both the IMF and World Bank. Nigeria has implemented a number of major policy reforms to enhance fiscal policy management. These include, removal of petrol subsidy payment, unification of exchange rates in the currency market and the implementation of cost reflective electricity tariff. According to the NERC, the 2020 Order reflects the impact of changes in macroeconomic parameters on the revenue of Discos. Thus, the new rate will align charges paid by end-users with quality of service provided, measured by average availability of power supply over a one-month period. Hence, users having power supply below an average of 12hours per day over a period of one month will not be liable for tariff increase. Unmetered customers within service band A, B, and C, benefitting average power supply above 12hours per day shall be protected by the "order on capping of estimated billing". Also, the less privileged members of the society, measured by all users consuming less than 50kWhrs of energy per month, are also protected via a lifeline tariff of N4/kWhr. Accordingly, the new order focuses on energy users enjoying power supply in excess of an average of 12hours per day over a period of one month.

Overall, the MYTO 2020 order seeks to ensure fair pricing for both customers and Discos, in a way that charges are sufficient to recover cost of operation as well as a reasonable return on investment. Ultimately, the new order is expected to provide a path to a transition to a fully service-based cost-reflective tariffs by July 2021. Additionally, the order attempt to tariff is align to quality of service, availability of supply, guarantee improvement and reliability of service by incentivizing Discos to off-take energy in accordance to vesting contracts and MYTO load allocation. Lastly, provide a framework for the settlement of the imbalances between TCN and Discos on delivery and off-take of available energy in accordance with market rules and vesting contracts.

DESCRIPTION OF GEREGU POWER PLC

Historical Overview

Geregu Power PLC (“Geregu” or “the Company”) is an electric power generating company incorporated in November 2006 as one of the unbundled companies from the now-defunct Power Holding Company of Nigeria (PHCN).

The Geregu Power Plant was constructed by the Federal Government of Nigeria and commissioned into service on the 16th February 2007, to generate electric power supply to the national grid managed by the Transmission Company of Nigeria (TCN).

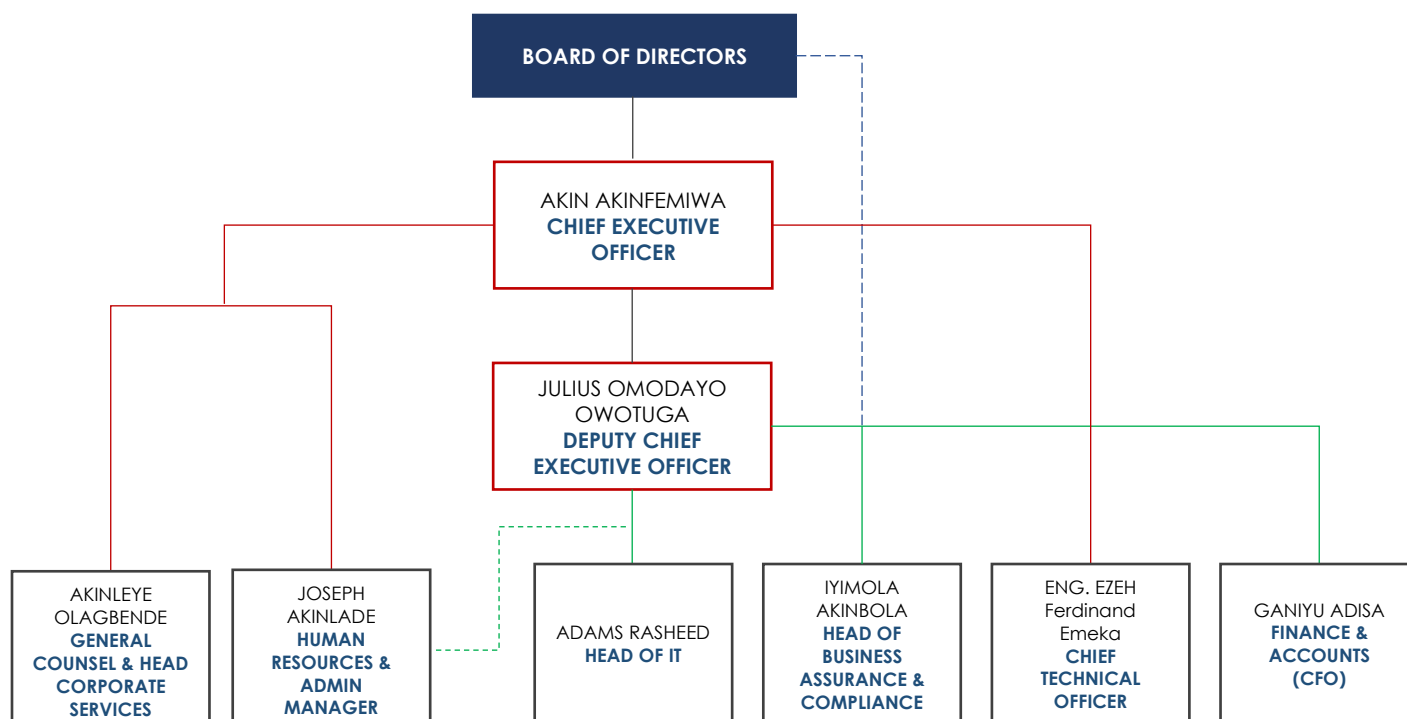
The plant is majorly owned and operated by Amperion Power Distribution Company Limited, having recently acquired the 20% retained by Federal Government of Nigeria (jointly held by Bureau of Public Enterprise and Ministry of Finance Incorporated).

The name Geregu is derived from the host community of the power plant located in Ajaokuta Local Government Area in the North Central Area of Nigeria. The Company now generates an average Ten (10%) percent of Nigeria’s electric power.

Business Overview

Geregu Power PLC specializes in the production of electricity with a Siemens SGT5-2000E 3x138Mw Open Cycle Power Plant. The Power Plant recently underwent a major overhaul which resulted in increasing the installed capacity of the Plant from the initial installed capacity of 414MW at acquisition to 435MW.

Company Structure



Board of Directors

The primary responsibility and function of the members of the Board of Geregu Power PLC is to provide entrepreneurial, strategic, and ethical leadership. They are to effectively represent and promote the interest of shareholders and relevant stakeholders by overseeing the activities of the Executive Management and ensuring good corporate governance practices. This is to be carried out by undertaking advisory and monitoring roles; the members of the Boards are required to uphold the core values of integrity and enterprise and are to act in a professional manner in the performance of their fiduciary duties.

The Board of Geregu Power PLC is presently comprised of 9 (Nine) Members; Two (2) Executive Directors; Seven (7) Non-Executive Directors and a Company Secretary. The profiles of the Board Members are below:

Mr. Femi Otedola CON. – Chairman

Mr. Femi Otedola joined the board of Geregu Power PLC as Chairman of the Board of Directors in November 2013.

Prior to this, he was the Chairman of the Board of Directors of Forte Oil PLC from May 2007 to June 2019. His vision transformed Forte Oil PLC into one of the highest performing companies on the Nigerian Stock Exchange. The Company grew in leaps and bounds to become a model of the possibilities inherent in Nigeria, winning numerous accolades in recognition of the successful business turnaround, prompt Financial Reporting, strong Corporate Governance and investment of choice within the Oil and Gas Industry and the Nigerian Stock Exchange.

In 2019, with a firm belief in the power reforms of the Federal Government and overall vision “to be the foremost integrated energy solutions provider in Nigeria” he made a very strategic decision to sell his majority stake in Forte Oil PLC and invest in developing the power industry in Nigeria through the acquisition of a majority stake in the 435MW Geregu Power Plant, via an investment vehicle called Amperion Power Distribution Company Limited.

He has held several board memberships including President of the Nigerian Chamber of Shipping and as past Chairman of Transcorp Hilton Hotel, Abuja (2006 – 2011). He was appointed Member of the Governing Council of the Nigerian Investment Promotion Council in January 2004 and in December of the same year, he was appointed a Member of the Committee saddled with the task of fostering business relationship between the Nigerian and the South African Private sectors.

He was a member of the National Economic Management Team from September 2011 to May 2015 and of the Honorary International Investors Council under the leadership of Baroness Lydna Chalker.

Mr. Otedola was further recognized for his immense contributions to the growth of the Nigerian economy with the conferment of the prestigious National Honour of “Commander of the Order of the Niger - CON” in May 2010.

A philanthropist with deep involvement in educational causes at all levels (via the Sir Michael Otedola Scholarship Awards Foundation), he has continued to demonstrate his passion for his

DESCRIPTION OF GREGU POWER PLC

community, Epe, Lagos State and Nigeria in general, committing huge financial resources to the sponsorship of promising but financially disadvantaged students.

Mr. Akin Akinfemiwa – Chief Executive Officer (CEO)

Mr. Akin Akinfemiwa is the Chief Executive Officer of Geregu Power PLC and is responsible for the overall strategic leadership, direction, and expansion for the business. He coordinates the formulation, review and implementation of the organisation's strategy, goals and objectives.

Mr. Akinfemiwa serves as a Director on the Board of Amperion Power Distribution Limited, and Geregu Power PLC.

Mr. Akinfemiwa is a seasoned and experienced International Petroleum Products Trader and Energy Professional with focus on power generation, oil and oil products futures, swaps and derivatives trading responsibilities with a career spanning over 22 years locally and internationally. He was previously Group CEO of Forte Oil PLC (2011 – 2019), a leading public listed downstream Oil & Gas company in Nigeria with over 450 retail outlets spread across Nigeria for 8 years where he led the company' transformation plans and successfully turnaround a moribund company to a vibrant profit-making entity.

He also served as Chairman, Forte Upstream Services (2016 - 2018) and Chairman, MOMAN (Major Oil Marketers Association of Nigeria) and Director, African Petroleum Ghana, Director of Trading and Business Development at Fineshade Energy United Kingdom as well as Senior Derivatives and Products Trader at Oando PLC during where he used his influence in developing strategic trading and supply relationships for Oando PLC in the West African Sub Region. Prior to this, Akin had worked with FSB International Bank PLC as a Business Process Analyst and a sub-team leader on the Company's Business Transformation project in 2001.

Mr. Akinfemiwa is an alumnus of the Said Business School, University of Oxford (2011) and at various times attended various management programs at the Harvard Business School, Boston and the Wharton Business School, University of Pennsylvania. He also holds a B.sc Honours degree in Mechanical Engineering from the University of Ibadan (1989-1995) and a Master of Business Administration (Information Technology) from the University of Lincolnshire and Humberside, United Kingdom (1999- 2000).

Mr. Julius Omodayo Owotuga, FCA, CFA – Deputy Chief Executive Officer (DCEO)

Mr. Omodayo-Owotuga is currently the Deputy Chief Executive Officer of Geregu Power PLC. Prior to Geregu Power PLC, he was the Group Executive Director, Finance and Risk Management of Forte Oil PLC (2011 – 2019).

He joined Forte Oil PLC from the Africa Finance Corporation (AFC) (2007-2011), where he had responsibilities for the Corporation's Assets and Liabilities Management function and doubled as the Deputy Treasurer. Before this, Mr. Omodayo-Owotuga was a Finance Manager at Standard Chartered Bank Nigeria Limited (SCBN) (2007). He joined SCBN from KPMG Professional Services (2003- 2006), where he led assurance engagements within the Nigerian financial services industry. He joined KPMG from MBC International Bank (2002- 2003) (now First Bank of Nigeria Limited).

DESCRIPTION OF GREGU POWER PLC

Mr. Omodayo-Owotuga is a CFA Charter Holder (2013), a KPMG-trained Fellow of the Institute of Chartered Accountants of Nigeria (ICAN) (2017), an alumnus of the Said Business School (University of Oxford) (2018) and the University of Lagos (2002). He has also attended senior management and leadership programs at Harvard Business School and other global business schools.

Mr. Christopher Adeyemi – Non-Executive Director

Mr. Adeyemi is a Non-Executive Director of Geregu Power PLC. He attended Obafemi Awolowo University Ile Ife where he obtained his LL. B (Hons) degree in 1989. He became a Barrister and Solicitor of the Supreme Court of Nigeria in 1991.

Mr. Adeyemi began his legal career as Head of Green Form Advice and Assistance Team in The Legal Aid Board of England and Wales. During his stint at the Legal Aid Board, he was responsible for setting up the Green Form Advice and Assistance phone extensions team and the Immigration Project Team. After leaving the public sector, Mr. Adeyemi, in partnership with others, set up Agape Consulting, a Legal Practice and Management Consultancy which assists in setting up and advising over 100 Law firms in the United Kingdom.

Christopher Adeyemi is currently the Head of the Corporate and Media Law Department of the International Law and Management Firm. He has advised multinational companies on setting up businesses in the African and European markets. Mr. Adeyemi has most recently advised the Nollywood Industry on how to make international profits. Mr. Adeyemi was a Non-Executive Director of Forte Oil PLC from 2009 -2019.

He is a member of the Nigerian Bar Association, member of the Black Solicitors Network (UK), and member of Immigration Law Practitioners Association (UK).

Mr. Doron Grupper - Non-Executive Director

Mr Grupper is a Non-Executive Director at Geregu Plc. Prior to his appointment, he has served as Director at private and public companies, including VID Desalination Company Ltd., Mekorot Water Company Ltd., Ellern Energy Infrastructures Ltd., Ellern Gmul Power Stations Ltd., ETG – Water Infrastructures and Management Ltd., Williger Ltd., Willifood Ltd., Pe'ilim Capital Markets, Geregu Power PLC Nigeria.

He has a Masters and Bachelor's Degree in Economics and Administration from the Hebrew University Jerusalem Faculty of Agriculture. He has also served in the Israel Defence Force under the Paratroopers and Intelligence Unit where he served for 3 years.

He was the CEO of Manara Pumped Storage. Prior to that he was President and Head of business development at BSG Power as well as Managing Director of both the Israel Bank of Agriculture Ltd and Dorad Ltd

Mr Gruper is specialised in developing, establishing and managing large infrastructure, water, electricity and energy projects. He boasts of high capability in working in government ministries and regulatory agencies, as well as broad knowledge and experience in financing projects in the infrastructure sphere. He also has strong expertise in negotiating engineering and supply agreements from vendors and consultants across the world.

Mr. Anil Dua- Non-Executive Director

DESCRIPTION OF GEREGU POWER PLC

Anil has a bachelor's and master's degree in Economics. He has over 40 years of experience in Economics and Corporate Finance.

In 2010, he was appointed as CEO West Africa, Standard Chartered Bank, where he was responsible for a full suite of wholesale banking and retail banking products and services, including risk management, across Angola, Nigeria, Ghana, Cameroon, Cote d'Ivoire, Sierra Leone and The Gambia with a staff strength of 3,000 people. As CEO, he supervised Country CEOs and was responsible for governance, relationships with Central banks, managing minority shareholders, and client relationships.

He has served as Director in over 7 Corporate organisations including GWP Management Limited (United Arab Emirates) , Gateway Management Company Pte. Ltd. (Singapore) , Gateway Holdings Limited & associated GP entities (Cayman Islands), Gateway Fund I, L.P. and various SPV vehicles owned by the fund (Cayman Islands and Singapore) Gateway Fund II, L.P. and various SPV vehicles owned by the fund (Cayman Islands and Singapore) , Africa Property Development Managers Ltd (Mauritius), Liquid Telecommunications Holdings Limited (Mauritius), the Seychelles International Mercantile Baking Corp, Dangote GSP Offshore FZE, Forte Oil Plc as well as Standard Chartered Bank in Ghana, Nigeria, Cameroon & Cote D'ivoire

Currently, Anil serves as Non -Executive Director at; the Africa Export-Import Bank (Egypt) where he has also been a serving member of the Risk Committee for the past 11 years. He is a Non-Executive Director at Network International Plc (United Kingdom) and a Director at Heirs Holding Oil & Gas Ltd.

Ms. Olawunmi Christine Otedola - Non-Executive Director

Ms. Otedola is a graduate of Psychology from the University of St Andrews where she graduated with Honours in 2009.

She is the Founder of The Utopia Group Lagos, Nigeria, An NGO that seeks to aid Nigerian Children in Poverty. The NGO established by Ms Otedola held a Charity Auction in December 2006 where it raised 20million Naira (Approx. £90,000) in aid of; - Hearts of Gold Children's Hospice, UNICEF Nigeria, UN World Food Programme. She has also sat on the Board of Garment Care Limited where she sat from 2016 to 2018.

In 2012, she acted as Executive Marketing Assistant at BSG London and was responsible for Project Management and oversaw several large-scale projects including the creation of a company book. from creation to printing & distribution. She Assisted in the organization of 2 marathons in Gaborone, Botswana as part of the company's social corporate responsibility and Maintained communication with clients and customers during the course of the project.

Mr. John Lee - Non-Executive Director

Mr John lee is a newly appointed Non-executive Director of Geregú Plc. He has worked in the Financial Services Industry for around 40 years with the last 25 years having particular focus in Nigeria including extensive travel to the region.

DESCRIPTION OF GEREGU POWER PLC

Mr Lee has primarily worked for global international banks such as HSBC & Standard Chartered both located in London, United Kingdom where he held Senior Management positions Corporate & Institutional Banking and International Private Banking. The resulting experience of Corporate Finance, Treasury, Corporate Banking and Private Banking has given him a unique and varied skills in finance and banking. Mr John is an Associate of The London Institute of Banking & Finance and a Chartered Fellow of the Chartered Institute for Securities & Investment London.

Mr. Akinleye Olubunmi Olagbende – Company Secretary

Mr. Akinleye Olagbende is currently the General Counsel at Gereg Power Plc. Prior to this role he was the General Counsel and Company Secretary at Forte Oil Plc from 2012 to 2019. He graduated from the University of Sussex in Brighton with a Law degree LLB in 2000 and graduated from the Nigerian law school in 2004. Responsible for the overall legal, compliance and Secretarial functions, Mr. Olagbende has over 16 years of legal experience in corporate, commercial and Company law and Practice.

Mr. Olagbende started his career working as a litigation lawyer in the firm of Olatunde Adejuyigbe and Co (2004- 2006) and then moved to the United Kingdom where he worked in the compliance functions for Goldman Sachs Asset Managements (2007-2008) and PIMCO Europe (2008-2012). Mr. Olagbende is a member of the Nigerian Bar Association as well as the Society for Corporate Governance in addition to many other Societal associations.

Members of the Board Committees

Statutory Audit Committee	<ul style="list-style-type: none"> ➤ Mr. Taj Giwa Osagie – Chairman Address: 13, Walter Carrington Crescent Victoria Island Lagos State, Nigeria. ➤ Mr. Christopher Adeyemi Address: 13, Walter Carrington Crescent Victoria Island Lagos State, Nigeria. ➤ Mr. Anil Dua Address: 13, Walter Carrington Crescent Victoria Island Lagos State, Nigeria. ➤ Mr. John Robert Lee Address: 13, Walter Carrington Crescent Victoria Island Lagos State, Nigeria.
Governance and Remuneration Committee	<ul style="list-style-type: none"> ➤ Mr. Christopher Adeyemi Address: 13, Walter Carrington Crescent Victoria Island Lagos State, Nigeria. ➤ Mr. Doron Grupper Address: 13, Walter Carrington Crescent Victoria Island Lagos State, Nigeria. ➤ Mr. John Robert Lee Address: 13, Walter Carrington Crescent Victoria Island Lagos State, Nigeria. ➤ Ms. Olawunmi Otedola

DESCRIPTION OF GEREGU POWER PLC

	Address: 13, Walter Carrington Crescent Victoria Island Lagos State, Nigeria.
Risk Committee	<ul style="list-style-type: none">➤ Mr. Doron Grupper Address: 13, Walter Carrington Crescent Victoria Island Lagos State, Nigeria.➤ Mr. Julius Owotuga Address: 13, Walter Carrington Crescent Victoria Island Lagos State, Nigeria.➤ Mr. Akin Akinfemiwa Address: 13, Walter Carrington Crescent Victoria Island Lagos State, Nigeria.➤ Engr. Ferdinand Ezeh Address: 13, Walter Carrington Crescent Victoria Island Lagos State, Nigeria.

Profile of Management Team

In addition to its board of directors, Geregü Power PLC has an experienced management team that guides its operations. The profiles of the management team are provided below:

Mr. Ganiyu Adisa Lamidi (FCA) – Chief Financial Officer

Mr. Ganiyu was appointed Chief Financial Officer of the company in 2013. He holds a Master of Science degree in Accounting and Finance from the University of Salford, Manchester (2021), a bachelor's degree in Accounting (Second-Class Upper Division) from University of Lagos (2008), and a Higher National Diploma in Accountancy & Finance with Upper Credit from Yaba College of Technology, Yaba, Lagos (1999).

He was the Financial Controller of the African Petroleum Oilfields Services Limited (Now Forte Upstream Services Limited, an 100% subsidiary of Forte Oil PLC) between 2009 and 2013, before his appointment as Chief Financial Officer of the company, Mr Ganiyu has worked with Resort International Limited (2008), Stabilini Visinoni Limited (2007-2008) and Wetland Construction Limited (2003-2007) during his Fifteen (18) years of professional experience.

He had participated in various professional trainings within and outside Nigeria.

He is highly proficient in financial matters and possess sound managerial and communication skills. He is adjudged to be highly competent and very resourceful. Mr Ganiyu is a member of the Senior Management Team, Geregü Power Plant saddled with corporate decision making for the He is a member of the Strategic Management Team of the Company.

He is an Associate Member of the Chartered Institute of Taxation of Nigeria (CITN) 2021. And a Fellow of the Institute of Chartered Accountants of Nigeria (ICAN) 2017.

Mr. Akinlade Joseph Olukayode – Human Capital/Corporate Services Manager

Mr. Akinlade joined the services of the company in 1985, as a Clerical Officer. He holds a bachelor's degree in history (1991), from Ogun State University now Olabisi Onabanjo University,

DESCRIPTION OF GEREGU POWER PLC

Ago-Iwoye. He is a member of the Nigerian Institute of Personnel Management (NIPM) and Nigerian Institute of Management (NIM). He was promoted to the position Principal Manager (HR) in July 2012, the position he held till the privatization of Geregu Power Station in 2013. He is directly responsible for Human Resources management activities for the company and has participated in power improvement programme under the reform process in the power sector.

Mr. Akinlade has held several positions in the company before his present appointment and is highly productive. He has attended many local and foreign trainings relating to his job.

Engr. Ezeh Ferdinand Emeka – Chief Operating/Technical Officer

Engr. Ezeh Ferdinand Emeka was appointed the Ag. Chief Operating/Technical Officer of Geregu Power Plc on July 1, 2019 and holds the position till date. Before his appointment, he worked in the defunct NEPA/PHCN, which he joined as a Pupil Electrical Engineer in 1978, and later rose to the position of Chief Executive Officer of Delta Electric Power Business Unit in 2006.

His career Highlights include but not limited to, Design and construction of 3No.33/11kv substations in New Bussa, namely Kainji Lake Sub-Station, Air Force Base Sub-Station, and Army Cantonment Sub-Station. Maintenance and calibration of electric -hydraulic governors of the Plants etc. He retired from the services of NEPA/PHCN in 2008, after 35 years' experience in Power Plant management in the Power sector.

Engr. Ezeh graduated from the University of in 1977 with B.SC (Hons) in Electrical/Electronic Engineering, He equally holds Master of Business Administration (MBA) Degree in Human Resources Management, which he completed in 2004.

He belongs to several Professional Bodies inter alia, Nigerian Society of Engineers (NSE)(2005) where he is a Fellow, Council for the Regulation of Engineering Practice in Nigeria (COREN)(1988), Institute of Electrical Electronics Engineer MIEEE U.S.A, (1983)Fellow Institution of Power Engineers (2019).

As a seasoned Engineer he has attended several power plant management seminars and conferences both local and international, that are too numerous to mention. To his credit he has written and presented so many papers relating to the power sector.

Engr. Ezeh is also a Consulting Engineer, and this has seen him rendering consulting services as Project Manager of many Power Plants in the country amongst which are, Sapele Power Station-450MW, Olorunsogo Power Station-676MW, Omotosho Power Station-451MW, Geregu Power Statio-439.38MW.

Engr. Ezeh is responsible for management of the staff & materials to meet production levels, performance & financial targets for the company and is the Head of the Strategic and Senior Management Teams of the company responsible for corporate decisions. Engr. Ezeh has served as member of several Presidential Task Forces on Power (PTFP), which are too numerous to mention.

He belongs to several Clubs and Organizations, which include but not limited to Shell Club-Ughelli, Nigerian Red Cross Society, Road Safety -Special Marshall (DPS Unit). He has equally received many merit awards.

DESCRIPTION OF GEREGU POWER PLC

Mr. Iyimola Akinbola – Head, Business Assurance and Compliance

Iyimola is a Fellow of the Institute of Chartered Accountant of Nigeria (1998) and an alumnus of Ogun State Polytechnic, Abeokuta (1996) where he obtained a Higher National Diploma in Accounting. He was until his appointment with Geregu Power Plant Plc, the Group Head, Business Assurance & Compliance, and Head, Fleet and Distribution of Forte Oil Plc (2010- 2019).

He started his career as an audit trainee at Funlayo Dawodu & Co. (Chartered Accountants). He has trained as an internal and external auditor including 3 years as an Accountant in one of the Multinational Companies.

He was an executive member of the International Association of Airlines Internal Auditors, a position he held until he left Virgin Nigeria in December 2010.

Iyimola is a member of the Institute of Chartered Accountants of Nigeria (ICAN) (1992), Chartered institute of Taxation of Nigeria (CITN) (2001) and Information Systems Audit and Control Association (ISACA) (2011). He is also a certified Fraud Examiner (CFE) (2011).

Mr. Adams Rasheed – Head of Information Technology

Mr. Adams Rasheed is currently the Head of Information Technology at Geregu Power Plc. Prior to this role he was the Information Technology Manager at Forte Oil Plc from 2012 to 2019. He graduated from the University of Ibadan in 2001 with a B.SC (Hons) in Information Technology. He is responsible for the overall development and implementation of IT strategies, managing IT infrastructure and computer systems and implementation of Geregu Power PLC's IT strategic objectives. Mr. Rasheed has over 17 years of Information Technology experience.

Mr. Rasheed started his career working as a system engineer in Lagetronix Nigeria Limited (2002-2004) and then moved to African Petroleum PLC, where he worked as System/Network engineer (2004-2009) and Network Administrator (2009-2012). He participated in several Information Technology training and certifications.

Geregu Corporate Governance Framework (Framework)

The Board of Directors of the Company ("the Board") and Executive Management which consists of the Chief Executive Officer (CEO) and Deputy Chief Executive Officer aim to achieve clear industry leadership for the Company. They have identified sound corporate governance as a strategic imperative to achieve the desired growth of the Company. In view of this, they have established this Corporate Governance Framework to define the corporate governance practices of the Company for the enhancement of stakeholder value and the achievement of the Company's vision, strategic objectives, and business goals.

This Framework is made in line with the Codes of Corporate Governance in Nigeria and best practice on Corporate Governance on a global scale and the Securities and Exchange Commission's (SEC) "Code of Corporate Governance".

Purpose and Responsibilities of the Board

The primary responsibility and function of the members of the Board of the Company is to provide entrepreneurial, strategic and ethical leadership. They are to effectively represent and promote

DESCRIPTION OF GEREGU POWER PLC

the interest of shareholders and relevant stakeholders by overseeing the activities of the Executive Management and ensuring good corporate governance practices. This is to be carried out by undertaking advisory and monitoring roles; the members of the Board are required to uphold the core values of integrity and enterprise and are to act in a professional manner in the performance of their fiduciary duties.

Responsibilities of the Board

The members of the Board are ultimately responsible for the performance of the Company in which they serve and shall carry out the following responsibilities:

a. Strategy and Planning

One of the core responsibilities of the members of the Board is to approve the strategy and financial objectives and monitor the implementation of those strategies and objectives. These include but are not limited to:

- Contributing to and approving Executive Management development of corporate strategy and overseeing its implementation, including setting performance objectives, approving operating budgets and monitoring corporate performance.
- Ensuring the alignment of the strategy with the Company's structure and budget;
- Ensuring the adequacy of available resources to achieve the strategy and objectives;
- Reviewing the assumptions and rationale underlying the budget and strategy on an annual basis;
- Conducting performance and progress monitoring against the strategies and objectives, including assessing financial position and performance (at least quarterly);
- Approving and monitoring investments and strategic commitments that may have a material effect on the assets, profits or operations (including acquisitions or disposals of any part of the business, joint ventures and alliances), and any material changes in the nature of the business.

b. Management

- Reviewing, ratifying and monitoring systems of risk management and internal control and ethical and legal compliance. This includes reviewing procedures to identify the main risks associated with the business of the Company under which they act as Director and the implementation of appropriate systems to manage these risks.
- Monitoring and influencing corporate culture and developing and reviewing the Group values and corporate governance policies (including in respect of diversity and the measurable objectives for achieving diversity).
- Delegating to Executive Management, the authority and power to manage the day-to-day business affairs of the Companies within the Group, subject to such specific delegations and limits that the Boards institute from time to time.
- Approving major capital expenditure, acquisitions and divestitures, and overseeing capital management, including approving dividend payment, bonuses etc.
- Defining a framework for the delegation of authority, clearly specifying matters delegated to the Board, Executive Management and Managers.
- Monitoring and reviewing management processes aimed at ensuring the integrity of financial and other reporting.

DESCRIPTION OF GEREGU POWER PLC

- Approving arrangements for Annual General Meetings (AGM) and Extraordinary General Meetings (EGM).
- Approving financial reports, profit forecasts and other reports required under the law.
- The Directors of the Company are to ensure shareholders are kept informed of the Company's performance and major developments affecting its state of affairs;
- Evaluating the performance of the Board, its Committees and individual Directors.
- Defining the capital structure including the issuance of shares, options or other securities, any share buy-back, and any other changes in the capital for the publicly quoted companies within the Group.
- Approving dividend policies and propose dividends to be finally approved by the shareholders at the AGM for the Company.
- Approving any proposals for the issue of shares, consideration of debentures, and any other securities based on the recommendation of the Executive Management.
- Deciding and approving the expenditure authorization, investment and credit limits to be delegated to Board Committees, Executive Management and Management.

The Board is the central in the achievement of sound corporate governance practices. They are also responsible for the positive performance of the Company in creating value for all its stakeholders. Other responsibilities include:

Exercising sound leadership, enterprise, integrity and judgment in directing the affairs in the Company.

- Establishing succession plans, procedures for appointment, training and remuneration for the Board, Executive Management and Management.
- Ensuring accountability to stakeholders and shareholders.
- Setting the Company's values and standards (including ethical standards), and ensuring that obligations to shareholders and other stakeholders are understood and met.
- Overseeing the implementation of the Risk Management Framework which shall be headed by the Business Assurance and Compliance Manager.

c. Internal Audit and Control

- Reviewing and assessing the effectiveness of the internal audit function in terms of capabilities and resources, making changes as necessary, and ensuring an independent evaluation of the function's activities.
- Reviewing and approving the recommendations of the Statutory Audit Committee on the appointment, discipline and dismissal of the Head of Internal Audit.
- Ensuring the integrity of financial reporting and that ethical standards are maintained at all times.
- Ensuring the efficiency of the internal audit function and that there are other means of obtaining sufficient assurance of regular review or appraisal of the system of internal controls.
- Ensuring the development of a comprehensive internal control framework and that the financial report contains an assurance of the operating effectiveness of the subsidiaries internal control framework.
- Reviewing and discussing the annual audited financial statements and half yearly unaudited statements with executive management and external auditors.

DESCRIPTION OF GEREGU POWER PLC

d. Human Resource Management

- Ensuring that the human resources in the Company are adequate and effectively deployed towards attaining set strategic goals.
- Reviewing and approving the appointment, remuneration, promotion and termination of Executive Management on the recommendation of the Governance and Remuneration Committee.
- Reviewing and approving disciplinary actions to be carried out against indicted Executive Management as proposed by the Governance and Remuneration Committee.
- Monitoring the effectiveness of corporate governance practices and making changes as necessary or appropriate; including adopting policies to guide corporate conduct and compliance with statutory laws and ethics.
- Reviewing and approving the assessment and recommendations of the Governance and Remuneration Committee in relation to the following matters:
 - i. Size and composition of the Board noting the right mix of skills, knowledge and experience;
 - ii. Procedure and criteria for the appointment of new Directors to the Board;
 - iii. Training policy for Board members; and
 - iv. Removal of Directors.
- Reviewing and approving the recommendations of the independent consultants on the annual review or appraisal of the performance of the Board.
- Reviewing and approving changes in the charter of the Boards and Board Committees.
- Overseeing the appointment and removal of the Company Secretary.

e. Succession Planning

- Ensuring that a succession policy and plan exists for the positions of Chairman and Executive Management taking the following into consideration; the skills and expertise required of the positions in the future; long-term goals and objectives of the Company; and challenges and opportunities facing the Company.
- Overseeing the process for carrying out succession planning, appointment, training, remuneration and replacement of Board members and Executive Management.

Board Charter

The Company's Board is the focal point of the Corporate Governance system and is ultimately accountable and responsible for the performance and affairs of the Company. The Board is committed to upholding good corporate governance in all its business dealings with all stakeholders. This Charter constitutes an integral part of the governance documents presented to Directors on appointment to the Board.

Purpose

This Charter serves as a terms of reference document for the Board and provides mandatory guidelines on how business is to be conducted by the Board in accordance with the principles of good corporate governance. It sets out general and specific guidance to the Board on issues relating to the discharge of the responsibilities of its members individually and collectively.

DESCRIPTION OF GEREGU POWER PLC

Board Size, Composition and Diversity

The Board recognizes and embraces the benefits of having a diverse board and sees increasing diversity at board level as an essential element in maintaining a competitive advantage. A truly diverse board will include and make good use of differences in the skills, regional and industry experience, background, race, gender and other distinctions between Directors. These differences will be considered in determining the optimum composition of the Board and when possible should be balanced appropriately. All Board appointments are made on merit, in the context of the skills, experience, independence and knowledge which the Board as a whole requires to be effective.

As stated in the special resolution of Geregú Power PLC dated 6th April 2022, members of the Board should be:

- a. not be less than six (6) or more than nine (9) Directors, unless and otherwise directed by a resolution of the general meeting of the Company.

The Governance and Remuneration Committee of the Board shall assist in identifying appropriate skills and competencies required in order to fulfil its goals and responsibilities to shareholders and other key stakeholders.

The Board of the Company shall comprise of Executive, Independent Non-Executive and Non-Executive members. With the following Composition:

Executive Directors- At least two (2).

Independent Non-Executive Directors- At least four (4).

Non-Executive Directors- At least two (2).

Board Committees

The Board has the authority to establish and carry out its duties through Committees, with the appointment of Directors as members of these Committees.

The Board shall have Committees as it deems fit. In carrying out its responsibilities, the Board has constituted the following Committees:

- Governance and Remuneration Committee
- Risk Management Committee
- Statutory Audit Committee

The Board assesses the matters to be delegated to Committees of the Board. The Board may appoint any ad hoc Committees, which will assist it in discharging its responsibilities. Each committee shall have its own Board-approved Charter that sets forth the principles, policies, objectives and responsibilities in addition to the qualifications for committee membership, procedures for committee member nomination and removal, committee organization and functioning and how the Committee will meet to review its performance.

Membership of the Board Committees shall be rotational on a periodic basis as contained in the Committee Charter. The Board, (with the assistance of the Governance and Remuneration Committee) shall review the effectiveness of each Committee on an annual basis.

The Chairman of the Group shall not sit on any Board Committee.

Governance and Remuneration Committee

The role of the Governance and Remuneration Committee is to assist the Board in fulfilling its responsibilities in relation to Corporate Governance and Remuneration matters, to satisfy legal and regulatory requirements so as to protect the Company from liability, improve organizational effectiveness and assist in the attainment of business goals.

Specifically, the Committee is responsible for the following:

- Determine what professional skills, personal qualities or other requirements are necessary for the position of the CEO. The Committee shall also apply other measures as they deem fit in choosing a candidate for this position.
- Review annually the CEO's business performance goals and objectives and report the outcome of this evaluation to the Board.
- Periodically review the Company's succession plan for the top executives and report to the Board annually.
- Review and make recommendations to the Board concerning the nature and amount of compensation and benefits for the Non-Executive and Executive Directors as they deem fit.
- Oversee an annual self-evaluation of the Board and its Committees to determine their effectiveness.
- Periodically evaluate the skills, knowledge and experience required of members of the Board and ensure that the Board has the required blend and diversity of skills to effectively carry out its responsibilities.
- Provide detailed information on Directors' remuneration in the Company's annual report.
- Review and make recommendations to the Board for the approval of the Company's organizational structure and any proposed amendments.
- Review annually, the effectiveness of the Company's Corporate Governance policy and other policies relating to ethical conduct.

Risk Management Committee

The primary purpose of the Committee is to assist the Board in fulfilling its oversight responsibilities in the identification, assessment, management of risk and adherence to internal risk management policies and procedures.

Specifically, the Committee is responsible for the following:

- Oversee the establishment of a formal risk management framework for the Company.
- Oversee the effective management of all risks faced by the Company.
- Ensure that adequate policies and controls are in place to manage the adverse effects of both business and control risks in the Company's operations.
- Evaluate along with senior management the adequacy of the Company's risk management system and control environment.
- Review the processes for assessing and improving controls for the management of risk in the Company.
- Ensure the Company's information security policies, business continuity management and disaster recovery plans are comprehensive and adequate.

DESCRIPTION OF GEREGU POWER PLC

- Monitor compliance with established policies through periodic review of reports provided by management, statutory auditors and the supervisory authorities.
- Review reports on the Company's risk profile, the action plans in place to manage key risks, and monitor progress against plan to achieve these actions.
- To review and assess quarterly reports on the activities of senior management with respect to the Company's investment portfolio as against approved risk tolerance limits, and where limits are breached, direct that appropriate actions be taken.
- Review and approve the Company's risk management policy including risk appetite and risk strategy.
- Oversee management's process for the identification of significant risks in the Company and the adequacy of prevention, detection and reporting mechanisms.
- Review the Company's compliance level with applicable laws and regulatory requirements that may impact the Company's risk profile.
- Periodically review changes in the economic and business environment, including emerging trends and other factors relevant to the Company's risk profile.

Statutory Audit Committee

The Statutory Audit Committee shall assist the Board in its oversight responsibility of ensuring the integrity of the Company's financial statements, compliance with legal and regulatory requirements, the external auditors' qualifications and independence, and the performance of the internal audit function and external auditor who are ultimately accountable to the Statutory Audit Committee and the Board.

Specifically, the Committee is responsible for the following:

- Establish an internal audit function and ensure there are other means of obtaining sufficient assurance of regular review or appraisal of the system of internal controls in the Company. The Committee shall also ensure the development of a comprehensive internal control framework for the Company; obtain assurance and report annually in the financial report, on the operating effectiveness of the Company's internal control framework.
- At least on an annual basis, obtain and review a report by the internal auditor describing the strength and quality of internal controls including any issues or recommendations for improvement, raised by the most recent internal control review of the Company.
- Discuss the annual audited financial statements and half yearly unaudited statements with management and external auditors.
- Review and ensure that adequate whistle-blowing procedures are in place. A summary of issues reported are highlighted to the Chairman of the Committee.
- Discuss policies and strategies with respect to risk assessment and management.
- Preserve auditor independence, by setting clear hiring policies for employees or former employees of independent auditors.
- Meet separately and periodically with management, internal auditors and external auditors.
- Review the independence of the external auditors and ensure that where non-audit services are provided by the external auditors, there is no conflict of interest.
- Invoke its authority to investigate any matter within its terms of reference and the Company must make available the resources to the internal auditors with which to carry out this function, including access to external advice where necessary.



Credit Rating Announcement

GCR affirms Geregu Power Plc's national scale long term and short term Issuer ratings of A_(NG) and A1_(NG) respectively, Outlook Stable.

Rating Action

Lagos, Nigeria, 13 December 2021 – GCR Ratings ("GCR") has affirmed Geregu Power Plc's national scale long term and short-term Issuer ratings of A_(NG) and A1_(NG) respectively, with the Outlook accorded as Stable.

Rated Entity / Issue	Rating class	Rating scale	Rating	Outlook / Watch
Geregu Power Plc	Long Term Issuer Short Term Issuer	National	A _(NG) A1 _(NG)	Stable

Rating Rationale

The ratings accorded to Geregu Power Plc ("Geregu" or "the Company") reflect its position as one of the major power generating companies in Nigeria, with strong revenue progression and conservative leverage position. However, this is balanced against the high levels of receivables due to the general illiquidity in the Nigerian Electricity Supply Industry, and working capital pressures on the back of large dividend upstreaming amid high capex/debt issue plans.

Geregu's competitive position is underpinned by its status as one of the major power generating companies in Nigeria, with total installed capacity of 435MW and 6% contribution to the national grid. The Company intends to further increase its scale through the acquisition of a 435MW power plant while embarking on a major overhaul of the existing facility in FY22.

Management and governance assessment is considered neutral to the ratings. However, GCR notes the substantial intercompany receivables reported in respect of huge advance payments for dividend to its parent company, Amperion Power Distribution Company. While this has not warranted any negative adjustment at the moment, an aggressive management behaviour, especially in view of the planned debt-funded expansion could be negatively viewed.

Earnings performance is a neutral rating factor, primarily due to earnings concentration to a sole customer, the Nigerian Bulk Electricity Trading Plc. This notwithstanding, GCR notes the strong revenue progression with a five-year CAGR of 42.7%, resulting in a review high top line of N53.7bn in FY20 (FY19: N42.2bn). This was attributable to increase in energy sales (on the back of steady gas supply) and tariff increases during the period. Furthermore, the EBITDA margin has been sustained at an average of 46% over the cycle, on the back of strong cost management. The bottom line earnings has also been supported by fair value movements in respect of foreign exchange differentials, with pre-tax profit improving to N20.6bn in FY20 (FY19: N15.5bn). Overall, GCR anticipates sound revenue growth over the outlook period supported by the planned optimisation of the existing power plant and the planned strategic acquisition.

Leverage and cash flow is the key rating strength, given the conservative gearing over the years. Although, gross debt registered at N10.2bn at 1H FY21 (from a net ungeared position at FY20) due to working capital facility secured from a commercial bank, net debt to EBITDA remained very strong at 0.07x at 1H FY21. Despite the plan to raise N40bn through

Geregu Power Plc

Entity Rating

Bbb+

This refers to companies with satisfactory financial condition and adequate capacity to meet obligations as and when they fall due

Outlook: Positive

Issue Date: 7 January 2022

Expiry Date: 31 December 2022

Previous Rating: Bbb+

Industry: Power Generation

Outline	Page
Rationale	1
Company Profile	4
Financial Condition	7
Ownership, Mgt & Staff	13
Outlook	16
Financial Summary	17
Rating Definitions	21

Analysts:

Racheal Animashaun

rachealanimashaun@agusto.com

Isaac Babatunde

isaacbabatunde@agusto.com

Agusto & Co. Limited

UBA House (5th Floor)

57, Marina

Lagos

Nigeria

www.agusto.com

RATING RATIONALE

- Agusto & Co. hereby affirms the “Bbb+” rating assigned to Geregu Power Plc (“Geregu Power”, “Geregu”, “GPP” or “the Company”). The rating reflects the Company’s good and sustainable profitability, buoyed by the continued growth in power generation, adequate working capital, satisfactory cash flow position and low leverage upheld by the Company’s strong equity base. In addition, the rating is enhanced by Geregu’s good position in the grid-connected electricity supply value chain as well as its experienced and qualified management team and the strong technical support the Company enjoys from its gas turbine manufacturer – Siemens. However, the rating is tempered by the weak macroeconomic environment and industry-wide uncertainties which constrains revenue collections as well as the unstable gas supply and frequent downturn of the national grid, which continues to hamper optimum evacuation of operators’ generation capacity.
- Geregu Power Plc operates one of the gas-fired power plants in Nigeria (Geregu Power I), which it acquired in a government-led privatisation scheme in 2013. The Company’s business activities involve the generation and supply of electric power through the national grid of the Transmission Company of Nigeria (TCN) to the Nigerian Bulk Electricity Trading (NBET) Plc, which is engaged in the bulk purchase and resale of energy from independent power producers (IPPs) and successor generation companies (GenCos). The current capacity of Geregu’s plant stands at 435 megawatts with ongoing plans to increase this by more than double in the medium to long term.
- Geregu Power Plc became a fully owned subsidiary of Amperion Power Distribution Company Limited after it acquired the Federal Government of Nigeria (FGN)’s 20% equity stake in November 2021. Amperion Power Distribution Company Limited is a subsidiary of Calvados Global Services Limited – a company largely owned and controlled by Mr Femi Otedola CON.
- During the financial year ended 31 December 2020 (FYE 2020), Geregu’s revenue grew by 27.3% year-on-year to ₦53.7 billion largely on account of the increase in energy tariff, induced by an upward movement in exchange rate which affected gas prices which are traded in dollars in the period¹. The Company also posted a reduced cost of

¹ The Nigerian Electricity Regulatory Commission (NERC) typically sets GenCos electricity tariff based on gas prices

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6 May 2022

The Managing Director

Geregu Power Plc,
13, Walter Carrington Crescent,
Victoria Island,
Lagos State,
Nigeria.

Dear Sir,

Reporting Accountants' Report on the audited financial statements of Geregu Power Plc for the five years ended 31 December 2021 in respect of the proposed Note Issuance Programme

The financial statements for the year ended 31 December 2017, 2018, 2019, 2020 and 2021 were audited by PKF Professional Services. The financial statements comprise the Statement of Comprehensive Income, Statement of Financial Position, Statement of Cash Flows, Statement of Changes in Equity, and a summary of significant accounting policies, and other explanatory notes.

We have reviewed the audited financial statements for the years ended 31 December 2017, 2018, 2019, 2020 and 2021 in respect of which, the auditors issued clean audit opinions, and have considered the applicable International Financial Reporting Standards (IFRSs), as issued by the International Accounting Standards Board (IASB).

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the International Financial Reporting Standards, and for such internal controls as Management determines is necessary to enable the preparation of financial statements that are free from misstatements, whether due to fraud and error.

Our examination of the audited financial statements was conducted in accordance with the "International Standard on Review Engagements (ISRE) 2400 (Revised) – Engagements to Review Historical Financial Statements". This Standard requires that we plan and perform our examination to obtain moderate assurance that the audited financial statements are free from material misstatements. Such moderate assurance provides less assurance than an audit and does not require us to issue an audit opinion. Our examination was based on our review of the auditors' work papers, the evidence obtained, and the analytical procedures applied by the auditors in respect of financial data.

Based on our review, nothing has come to our attention that causes us to believe that these financial statements do not present fairly, in all material respects, the financial position of Geregu Power Plc as at 31 December 2017, 2018, 2019, 2020 and 2021 and its financial performance and cash flows for the years ended, in accordance with the International Financial Reporting Standards.

Please note that the Directors of Geregu Power Plc are responsible for the contents of the prospectus in which this report is included.

For: Deloitte & Touche

Akinola Akinboboye
Partner
FRC/2017/ICAN/00000016131

EXTRACT FROM THE REPORTING ACCOUNTANTS' REPORT

Geregu Power Plc
Reporting Accountants' Report for the
five years ended 31 December 2021

Statement of Profit or Loss and Other Comprehensive Income

In thousands of Nigerian Naira	Notes	31-Dec-21	31-Dec-20	31-Dec-19	31-Dec-18	31-Dec-17
Revenue	6	70,956,864	53,676,666	42,164,038	35,005,972	36,613,569
Cost of sales	7	(37,614,052)	(30,835,415)	(25,855,985)	(21,604,141)	(23,648,240)
Gross profit		33,342,812	22,841,251	16,308,053	13,401,831	12,965,329
Other income	8	1,650,899	686,773	1,115,074	49,593	183,628
Administrative expenses	9	(5,470,276)	(4,424,217)	(2,283,692)	(5,268,276)	(1,830,996)
Operating profit		29,523,435	19,103,807	15,139,435	8,183,148	11,317,961
Net finance cost	10	(11,012)	1,544,930	414,387	1,227,991	(289,014)
Profit before tax		29,512,423	20,648,737	15,553,822	9,411,139	11,028,947
Income tax	11	(8,962,012)	(6,523,380)	(5,160,950)	1,622,576	2,429,830
Profit for the year from continuing operations		20,550,411	14,125,357	10,392,872	11,033,715	13,458,777
Other comprehensive income:						
Items that will not be reclassified subsequently to profit or loss:						
Defined benefit plan actuarial gain/(loss)	23	(2,703)	(4,322)	529	-	-
Total other comprehensive gain/(loss) net of taxes		(2,703)	(4,322)	529	-	-
Total comprehensive income for the year		20,547,708	14,121,035	10,393,401	11,033,715	13,458,777
Profit attributable to:						
Owners of equity		20,547,708	14,121,035	10,393,401	11,033,715	13,458,777
Earnings per share						
Basic and diluted earnings per share (Naira)	12	2,055	1,413	1,039	1,103	1,346

EXTRACT FROM THE REPORTING ACCOUNTANTS' REPORT

Geregu Power Plc
Reporting Accountants' Report for the
five years ended 31 December 2021

Statement of Financial Position

In thousands of Nigerian Naira	Notes	31-Dec-21	31-Dec-20	31-Dec-19	31-Dec-18	31-Dec-17
ASSETS:						
Property, plant and equipment	13	39,975,328	43,999,934	48,101,008	52,127,349	55,552,237
Intangible assets	14	11,228	17,743	24,258	996	1,966
Long term employee benefits	23	1,658	5,033	14,185	1,151	1,641
Deferred tax assets	15	-	-	-	4,535,442	2,691,622
Total non-current assets		39,988,214	44,022,710	48,139,451	56,664,938	58,247,466
Current assets:						
Inventories	16	440,802	725,875	847,116	709,698	676,619
Trade and other receivables	17	70,146,503	73,045,065	47,085,644	40,740,082	36,126,208
Other current assets	18	290,930	490,556	160,311	174,525	297,705
Cash and cash equivalents	19	3,954,864	4,782,767	1,186,694	783,189	161,567
Total current assets		74,833,099	79,044,263	49,279,765	42,407,494	37,262,099
TOTAL ASSETS		114,821,313	123,066,972	97,419,216	99,072,433	95,509,565
LIABILITIES						
Non-current liabilities:						
Deferred fair value gain or loss	25	-	-	-	113,508	567,540
Deferred tax liabilities	15	10,347,259	6,220,582	209,460	-	-
Loans and borrowings	26	5,666,666	-	-	275,419	2,224,493
Total non-current liabilities		16,013,925	6,220,582	209,460	388,927	2,792,033
Current liabilities:						
Trade and other payables	24	30,417,393	39,360,272	33,276,184	18,740,100	23,770,179
Current income tax liabilities	11.2	4,837,206	513,096	361,368	397,816	261,792
Deferred fair value gain or loss	25	-	-	113,508	454,033	454,033
Loans and borrowings	26	3,614,154	-	606,709	2,632,970	2,806,657
Total current liabilities		38,868,753	39,873,368	34,357,769	22,224,919	27,292,661
TOTAL LIABILITIES		54,882,678	46,093,950	34,567,229	22,613,846	30,084,694
EQUITY						
Share capital	20.2	5,000	5,000	5,000	5,000	5,000
Retained earnings	21	59,940,076	76,971,760	62,846,403	76,453,532	65,419,816
Other reserves	22	(6,441)	(3,738)	584	55	55
TOTAL EQUITY		59,938,635	76,973,022	62,851,987	76,458,587	65,424,871
TOTAL EQUITY AND LIABILITIES		114,821,313	123,066,972	97,419,216	99,072,433	95,509,565

Statement of Changes in Equity

In thousands of Nigerian Naira	Share capital	Other reserves	Retained earnings	Total equity
Balance at 1 January 2021	5,000	(3,738)	76,971,760	76,973,022
Changes in equity for 2021:				
Profit for the year	-	-	20,550,411	20,550,411
Defined benefit plan actuarial gain/(loss)	-	(2,703)	-	(2,703)
Amount attributable to equity holders	5,000	(6,441)	97,522,171	97,520,730
Dividend to equity holders	-	-	(37,582,095)	(37,582,095)
Balance at 31 December 2021	5,000	(6,441)	59,940,076	59,938,635
Balance at 1 January 2020	5,000	584	62,846,403	62,851,987
Changes in equity for 2020:				
Profit for the year	-	-	14,125,357	14,125,357
Defined benefit plan actuarial gain/(loss)	-	(4,322)	-	(4,322)
Amount attributable to equity holders	5,000	(3,738)	76,971,760	76,973,022
Transactions with owners, recorded directly in equity				
Dividend to equity holders	-	-	-	-
Balance at 31 December 2020	5,000	(3,738)	76,971,760	76,973,022
Balance at 1 January 2019	5,000	55	76,453,531	76,458,586
Changes in equity for 2019:				
Profit for the year	-	-	10,392,872	10,392,872
Defined benefit plan actuarial gain/(loss)	-	529	-	529
Amount attributable to equity holders	5,000	584	86,846,403	86,851,987
Transactions with owners, recorded directly in equity				
Dividend to equity holders	-	-	(24,000,000)	(24,000,000)
Balance at 31 December 2019	5,000	584	62,846,403	62,851,987
Balance at 1 January 2018	5,000	55	65,419,816	65,424,871
Changes in equity for 2018:				
Profit for the year	-	-	11,033,715	11,033,715
Amount attributable to equity holders	5,000	55	76,453,531	76,458,586
Transactions with owners, recorded directly in equity				
Dividend to equity holders	-	-	-	-
Balance at 31 December 2018	5,000	55	76,453,531	76,458,586
Balance at 1 January 2017	5,000	55	52,461,039	104,927,133
Changes in equity for 2017:				
Profit for the year	-	-	13,458,777	13,458,777
Amount attributable to equity holders	5,000	55	65,919,816	65,924,871
Transactions with owners, recorded directly in equity				
Dividend to equity holders	-	-	(500,000)	(500,000)
Balance at 31 December 2017	5,000	55	65,419,816	65,424,871

EXTRACT FROM THE REPORTING ACCOUNTANTS' REPORT

Geregu Power Plc
Reporting Accountants' Report for the
five years ended 31 December 2021

Statement of Cash Flows

In thousands of Nigerian Naira	Notes	31-Dec-21	31-Dec-20	31-Dec-19	31-Dec-18	31-Dec-17
Cash flows from operating activities						
Profit for the year		20,550,411	14,125,357	10,392,872	11,033,715	13,458,777
Adjustment for non-cash operating items:						
Depreciation of property, plant and equipment	13	4,611,308	4,274,646	4,181,951	3,484,119	3,835,372
Loss on disposal of property, plant and equipment	13	733	-	-	-	-
Amortisation of intangible assets	14	6,515	6,515	2,800	970	1,133
Net finance expense/(income)	10	11,012	(1,544,930)	(414,387)	(1,227,991)	289,014
Impairment charged for trade receivables	17.3	718,034	555,540	(507,636)	3,167,894	-
Impairment of inventory	16.2	321,770	27,390	-	-	-
Impairment charged for other current asset	18.1	25,339	117,941	-	-	-
Current service costs	23	36,809	26,188	3,640	5,400	3,815
Deferred fair value gain on loan	25	-	(113,508)	(454,033)	(454,033)	(454,031)
Deferred tax charged	11.3	4,126,677	6,011,123	4,744,902	(1,843,820)	(2,691,622)
Income tax expense	11.1	4,835,335	512,257	416,048	221,244	261,792
		35,243,943	23,998,519	18,366,157	14,387,498	14,704,250
(Increase)/decrease in inventories	16	(36,697)	93,851	(137,418)	(33,079)	(44,288)
(Increase)/decrease in trade and other receivables	17	2,180,528	(26,514,961)	(5,837,926)	(7,781,767)	(20,988,938)
(Increase)/decrease in other current assets	18	174,287	(448,186)	14,214	123,180	24,373
(Decrease)/increase in trade and other payables	24	(4,234,614)	5,934,567	10,336,979	(1,425,364)	9,094,192
(Decrease)/increase in non-trade payables	24	91,735	226,456	(187,832)	(2,379,715)	(530,018)
Cash generated from/(used in) operating activities		(1,824,761)	(20,708,273)	4,188,017	(11,496,745)	(12,444,679)
Income tax paid	11.2	(511,225)	(360,529)	(452,496)	(85,220)	(29,718)
Gratuity paid	23	-	-	(11,322)	-	-
Net cash generated from operating activities		32,907,957	2,929,717	22,090,356	2,805,533	2,229,853
Cash flows from investing activities						
Proceeds from the sale of property, plant and equipment		11,918	-	587	3,276	-
Purchase of property, plant and equipment	13	(599,353)	(173,569)	(156,197)	(62,507)	-
Purchase of intangible asset	14	-	-	(26,061)	-	-
Return on employee benefits planned assets re-invested	23	(4,094)	(1,358)	(2,823)	(2,660)	(2,421)
Funding of long term employee benefits	23	(32,044)	(20,000)	(2,000)	(2,250)	(2,400)
Interest received	10.2	(11,012)	1,544,930	414,387	1,227,991	(289,014)
Net cash generated from/(used in) investing activities		(634,585)	1,350,003	227,893	1,163,850	(293,835)
Cash flows from financing activities						
Movement in borrowing	24	9,280,820	(606,709)	(2,301,680)	(2,122,761)	(1,970,146)
Dividend paid	21	(42,382,095)	(76,935)	(19,613,063)	(1,225,000)	(500,000)
Net cash generated used in financing activities		(33,101,275)	(683,644)	(21,914,743)	(3,347,761)	(2,470,146)
Net increase/(decrease) in cash and cash equivalents		(827,903)	3,596,075	403,505	621,622	(534,127)
Cash and cash equivalents at the beginning of the year		4,782,767	1,186,694	783,189	161,567	695,694
Cash and cash equivalents at the end of year	19	3,954,864	4,782,769	1,186,694	783,189	161,567

TAX CONSIDERATIONS

The foregoing summary does not purport to be comprehensive and does not constitute advice on tax to any actual or prospective investor in Bonds issued under the Programme. In particular, it does not constitute a representation by the Issuer or its advisers on the tax consequences attaching to a subscription or purchase of Bonds issued under the Programme. Tax considerations that may be relevant to a decision to acquire, hold or dispose of Bonds issued under the Programme and the tax consequences applicable to each actual or prospective purchaser of the Bonds may vary. Any actual or prospective purchaser of the Bonds who intends to ascertain his/her tax position should seek professional advice from his/her preferred professional advisers as to the tax consequences arising from subscribing to or purchasing the Bonds, bearing in mind his/her peculiarities. Neither the Issuer nor its advisers shall be liable to any subscriber or purchaser of the Bonds in any manner for placing reliance upon the contents of this section.

The income and interest earned from bonds by bondholders is subject to tax imposed under the CITA. In view of this, the Issuer shall be required by law, to withhold tax on Coupon payments on the Bonds to corporate Bondholders at the rate of ten per cent (10%). The PITA however grants tax waiver to persons taxable under the PITA in respect of income earned from bonds and short-term securities issued by Federal, State and Local Governments and their agencies, corporates and supra-nationals.

By virtue of the provisions of the VAT Act (as amended by the Finance Act 2020), proceeds from the disposal of bonds will also be exempt from VAT given securities are specifically excluded from the definition of "goods and services" under that Act. Consequently, Bondholders are not required to pay VAT on the Bonds. Bondholders however will be required to pay VAT on commissions payable to the SEC, the NGX and the CSD in respect of the Bonds.

All gains derived from the disposal of the Bonds will also in compliance with the CGT Act, remain subject to capital gains tax.

CONFIRMATION OF GOING CONCERN STATUS FROM THE AUDITOR

PKF Professional Services



24 March 2022

The Managing Director/CEO
Geregu Power Plc
13, Water Carrington Crescent
Victoria Island
Lagos State
Nigeria.

and

The Managing Director/CEO
United Capital Plc
3rd Floor, Afriland Towers
97/105 Broad Street
Lagos, Nigeria.

Dear Sirs,


CONFIRMATION OF GOING CONCERN STATUS OF GEREGU POWER PLC

Geregu Power Plc is in the process of establishing a ₦100 Billion Multi-Instrument Issuance Programme and a subsequent series 1 Bond Issuance of up to ₦40,000,000,000 under the Programme.

Based on our audit of the financial statements for the period ended 30th June 2021 and review of the financial forecast of Geregu Power Plc (for which the Directors are solely responsible) for the three (3) years ending 31 December 2022, 2023, and 2024 and necessary enquiries from management, we confirm that nothing has come to our notice that indicates that the Company will not continue in operation as a going concern in the foreseeable future.

This letter has been prepared only for the purposes of compliance with the rules and regulations of the Securities and Exchange Commission (the "SEC"), Nigeria.

Yours faithfully,
For: PKF Professional Services


Banji Olaokun
Director



JIB
25-03-2022



PKF House • 205A Ikorodu Road • Obanikoro • Lagos • G.P.O. Box 2047 • Marina • Lagos • Nigeria.
Tel: +234(0) 9030001351 | 9030001352 • Email: lagos@pkf-ng.com | info@pkf-ng.com • Web: www.pkf-ng.com

List of Partners and Partner equivalents are available at 205A Ikorodu Road • Obanikoro • Lagos.

Offices in: Abuja • Jos • Kaduna • Kano • Port Harcourt

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CONFIRMATION OF GOING CONCERN STATUS FROM THE ISSUER



13, Walter Carrington Crescer
Victoria Island, Lagos State
T: +234 - 01 280 2049
E: info@geregupowerplc.com
W: www.geregupowerplc.com

22nd March, 2022

**The Managing Director
United Capital Plc**
3rd & 4th Floor
Afriland Towers
97/105 Broad Street
Lagos, Nigeria.

Dear Sir,

CONFIRMATION OF GOING CONCERN STATUS OF GEREGU POWER PLC ("GEREGU")

Geregu Power PLC ("Geregu" or the "Company") is in the process of registering its ₦100,000,000,000 Multi-Instrument Issuance Programme and a subsequent series 1 Bond Issuance of up to ₦40,000,000,000 under the Programme.

Based on our review of the audited financial statements of Geregu for the for the period ended 30th June 2021 and review of the financial forecast of Geregu Power PLC for the three (3) years ending 31 December 2022, 2023, and 2024, we have a reasonable expectation that the Company has adequate resources to continue as a going concern in the foreseeable future.

This letter has been prepared only for the purposes of compliance with the rules and regulations of the Securities and Exchange Commission ("SEC").

Yours faithfully,

For and on behalf of Geregu Power PLC

Akin Akinfemiwa
Chief Executive Officer

Ganiyu Adisa
Chief Financial Officer

TNP

21st March 2022

United Capital Plc

3rd Floor Afriland Towers
97/105 Broad Street
Lagos.

Attention: The Chief Executive Officer

Dear Sirs,

GEREGU POWER PLC's ₦100, 000, 000.00 (ONE HUNDRED BILLION NAIRA) MULTI-INSTRUMENT ISSUANCE PROGRAMME ("PROGRAMME") – OPINION OF THE SOLICITORS TO THE PROGRAMME, CONFIRMING THE EFFECT OF ALL PENDING OR CONTEMPLATED CLAIMS INVOLVING GEREGU POWER PLC

We confirm that Geregu Power Plc. ("the Company") is currently involved in Suit No: NICN/LKJ/01/2020; Lawal Yunusa Gwazawa v Geregu Power Plc (the "Suit") filed against the Company at the National Industrial Court, Lokoja by Lawal Yinusa Gwazawa (the "Claimant") on 6th January 2020.

The Claimant is seeking among other reliefs, full payment of the arrears of his salary in the sum of ₦89, 000.00 (Eighty-Nine Thousand Naira) per month from May 2019 until the final determination of the suit (the "Claim"). On the strength of the information provided by the Solicitors representing the Company and, in our opinion, the contingent liability to which the Company may likely be exposed to on account of the Suit will not exceed the Claim.

Having considered the information provided by the Solicitors representing the Company in the Suit, we are of the opinion that the Suit is not likely to have any material adverse effect on the Company or the Programme.

Except as stated above, we are not aware of any other pending or threatened claims involving the Company which are material to the proposed Programme. The directors of the Company have also indicated that they are not aware of any other pending and or threatened claims or litigation except for the Suit referred to above and that in their opinion, the Suit is not likely to have any material adverse effect on the Company or the Programme.

Yours faithfully,



Ayokunle Olowogboyega
Associate

49, Raymond Njoku Street, Ikoyi, Lagos Nigeria.
+234 1 271 9945 info@tnp.com.ng www.tnp.com.ng

BOARD AND SHAREHOLDERS' RESOLUTIONS

Issuer's Board and Shareholders' Resolutions Authorizing the Programme

At the meeting held on 23rd February 2022, the Board of Directors and Shareholders of Geregu Power PLC passed a resolution approving the establishment of a ₦100 billion Multi-Instrument Issuance Programme.



13, Walter Carrington Crescent,
Victoria Island, Lagos State
T: +234 - 01 280 2049
E: info@geregupowerplc.com
W: www.geregupowerplc.com

THE FEDERAL REPUBLIC OF NIGERIA
COMPANIES AND ALLIED MATTERS ACT NO. 3 OF 2020
PUBLIC COMPANY LIMITED BY SHARES
RESOLUTION OF THE BOARD OF DIRECTORS
OF
GEREGU POWER PLC

At the Meeting of the Board of Directors of Geregu Power Plc (the "Company") duly convened and held at 13 A Walter Carrington Crescent, Victoria Island on the 23rd February, 2022 the following resolutions were proposed and duly passed as special resolutions of the Board:

1. "That the Company be and is hereby authorized to establish a Multi-Instrument Capital raising programme in an amount of up to ₦100,000,000,000 (One Hundred Billion Naira) (the "Programme") for the issuance whether directly or through special purpose vehicle(s) of bonds, green bonds, notes, sukuk, investment certificates, debt-linked, currency-linked or other debt securities by way of a public offering, private placement, book building process or any other method(s), in such tranches, series or proportions at such coupon or interest rates applicable, within such maturity periods, at such dates and time and on such terms and conditions, as may be determined by the Management of the Company (the "Management") and in compliance with applicable rules and regulations; subject to obtaining the approvals of relevant regulatory authorities.
2. That pursuant to the establishment of the Programme, the Company be and is hereby authorized to issue the first debt instrument under the same in an amount of up to ₦40,000,000,000 (Forty Billion Naira), on such terms and conditions may be determined by the Directors subject to obtaining all relevant regulatory approvals. The Company also reserves the right to absorb a surplus amount raised not exceeding 15% of the offer size, as specified according to the Securities and Exchange Commission (the "SEC") rules.

Directors:

Femi Otedola CON. (Chairman), Akin Akinfemiwa (Chief Executive Officer), Julius Omodayo-Owotuga (Deputy Chief Executive Officer)
Chris Adeyemi, Alex Okoh

Itobe - Ajaokuta Express Road,
Ajaokuta, Kogi State,
P.M.B 1024 Ajaokuta, Kogi State
Nigeria



3. That the Company be and is hereby authorised to enter into all such agreements deeds, notices and other documents, appoint such professional parties and advisers, perform all such other things as may be necessary to give effect to the above resolutions, including without limitation, complying with directive of any regulatory authority.
4. That any two (2) Directors and Secretary of the Company be and are hereby authorized to sign and/or execute all documents and agreements in connection with the Programme and subsequent tranches, series, or proportions under the Programme.
5. That this resolution may be executed in any number of counterparts. Each counterpart, when executed, shall be an original, but all the counterparts taken together are deemed to constitute one and the same document."

DATED THE 23RD DAY OF FEBRUARY, 2022

**DIRECTOR
AKIN AKINFEMIWA**



**COMPANY SECRETARY
AKINLEYE OLAGBENDE**



13, Walter Carrington Crescent,
Victoria Island, Lagos State
T: +234 - 01 280 2049
E: info@geregupowerplc.com
W: www.geregupowerplc.com

THE FEDERAL REPUBLIC OF NIGERIA
COMPANIES AND ALLIED MATTERS ACT NO. 3 OF 2020
PUBLIC COMPANY LIMITED BY SHARES
RESOLUTION OF THE SHAREHOLDERS
OF
GEREGU POWER PLC

At the Meeting of the Shareholders of Geregupower Plc (the "Company") duly convened and held at 13 A Walter Carrington Crescent, Victoria Island on the 23rd February, 2022 the following resolutions were proposed and duly passed as special resolutions of the Shareholders:

1. "That the Company be and is hereby authorized to establish a capital raising programme in an amount of up to ₦100,000,000,000 (One Hundred Billion Naira) (the "Programme") for the issuance whether directly or through special purpose vehicle(s) bonds, green bonds, notes, sukuk, investment certificates, debt-linked, currency-linked or other debt securities by way of a public offering, private placement, book building process or any other method(s), in such tranches, series or proportions at such coupon or interest rates applicable, within such maturity periods, at such dates and time and on such terms and conditions, as may be determined by the Management of the Company (the "Management") and in compliance with applicable rules and regulations; subject to obtaining the approvals of relevant regulatory authorities.
2. That pursuant to the establishment of the Programme, the Company be and is hereby authorized to issue the first debt instrument under the same in an amount of up to ₦40,000,000,000 (Forty Billion Naira), on such terms and conditions may be determined by the Directors subject to obtaining all relevant regulatory approvals. The Company also reserves the right to absorb a surplus amount raised not exceeding 15% of the offer size as specified according to the Securities and Exchange Commission (the "SEC") rules.

Directors:

Femi Otedola CON. (Chairman), Akin Akinferniwa (Chief Executive Officer), Julius Omodayo-Owotuga (Deputy Chief Executive Officer)
Chris Adeyemi, Alex Okoh

Itobe - Ajaokuta Express Road,
Ajaokuta, Kogi State,
P.M.B 1024 Ajaokuta, Kogi State
Nigeria



3. That the Company be and is hereby authorised to enter into all such agreements deeds, notices and other documents, appoint such professional parties and advisers, perform all such other things as may be necessary to give effect to the above resolutions, including without limitation, complying with directive of any regulatory authority.
4. That any two (2) Directors and Secretary of the Company be and are hereby authorized to sign and/or execute all documents and agreements in connection with the Programme and subsequent tranches, series, or proportions under the Programme.
5. That this resolution may be executed in any number of counterparts. Each counterpart, when executed, shall be an original, but all the counterparts taken together are deemed to constitute one and the same document."

DATED THE 23RD DAY OF FEBRUARY 2022

**DIRECTOR
AKIN AKINFEMIWA**



**COMPANY SECRETARY
AKINLEYE OLAGBENDE**

RISK FACTORS

An investment in the Debt Securities involves certain risks, most of which may or may not occur and neither the Issuer nor any of the Issuing Houses is in a position to express a view on the likelihood of any such contingency occurring. Accordingly, prospective investors should carefully consider, amongst other things, the following risk factors together with all the other information included in this Shelf Prospectus and any applicable Pricing Supplement before purchasing the Debt Securities.

RELATING TO THE NIGERIAN ECONOMY

The rebound in oil prices, trade recovery, international financial aid, and policy support propelled Nigeria's growth. However, the FGN will have to navigate potential headwinds in 2022, as the 2020 recession left a lasting imprint on the vulnerable and poorest Nigerians. Also, oil production has remained subdued, accounting for 8.3% of GDP, reflecting ageing infrastructure, the shortfall in investments, and technical and security challenges. The maintenance of implicit oil subsidies results in lower remittances to the FGN coffers needed to fund the arms of the government. In addition, Nigeria faces increased financing costs in the longer term due to the risks of monetary policy normalization in developed countries. Increased debt financing by developed central banks could also see capital flights and cause further fiscal imbalance.

Despite positive macro-economic data, downside risk remains; we ascertain that the actions of the fiscal and monetary policies need to be more aligned going into 2022, especially as the political risk becomes higher going into the 2023 election cycle.

Emerging Market Related Risks

The Geregu Power PLC's operations are based in Nigeria and as such it faces the risks typical of an emerging market. These risks include political risks, changes to the economic environment and under-investment in infrastructure. Entities operating in emerging markets are also susceptible to higher instances of corruption, fraud, bribery, and other criminal activities. Failure to implement control to prevent any of the aforementioned risks may result in criminal penalties and reputational damage that may materially affect the Issuer's financial condition or operations. Although the Issuer has a sound corporate governance structure, it may not detect or prevent all instances of fraud, bribery, corruption and other criminal activities.

Political Environment

Political and socio-economic stability in Nigeria has historically been affected by political and religious conflicts, terrorism, and social and religious tensions. This activities of violence and attacks continue to pose a threat to Nigeria's political stability. The occurrence of any of these events may have material adverse effects on public safety, the regional and national economy; and impact the Company and Group's operations and profitability.

In addition, 2022 is a pre-election year and we expect increased borrowing at both the Federal and State levels. Based on antecedents, the FGN could potentially borrow up to 60% of its ₦17 trillion budget for the year. Additional government borrowings could potentially increase by up to \$1.5bn in 2022. These debt financing activities are expected to drive the interest rate environment, which will in turn impact the likely cost of funds for corporate issuers tapping the debt capital markets.

RISKS RELATED TO THE INDUSTRY AND THE POWER SECTOR

Regulatory Risks:

The main industry-related risk the Geregu Power PLC faces is potential changes in government regulation. The company is currently operating in a heavily regulated industry. The current Government has outlined few details with regards to power sector policy. Whilst Geregu Power operates as a private operator, the Government may, at any time in the future, change sector regulation or implement new regulation that may adversely affect the Issuer.

RISK FACTORS RELATING TO THE ISSUER

The obligor for the indebtedness arising from the issuance of these Instruments is Geregu Power PLC. The Issuer is exposed to commercial and market risks in the ordinary course of its business, the most significant of which are credit risk, liquidity risk, operational risk and regulatory and legal risk. Investors should note that any failure to control these risks adequately could have an adverse effect on the financial condition and reputation of the Issuer. Below are brief descriptions of the risk factors that are material in respect of the financial situation of Geregu Power PLC under the Programme.

Credit Risk

Credit risk is the risk that the Issuer may not be able to recover funds and suffer losses because a counterparty is unable or unwilling to meet contractual obligations to the Issuer when due.

Liquidity Risk

Liquidity Risk is the risk to the Issuer's earnings and capital arising from its inability to fund increases in assets or to meet its payment obligations to counterparties as they fall due. The ability of an institution to transact business effectively can be hampered by liquidity challenges. Liquidity risk has the tendency to compound other risks such as market and credit; and as such needs to be properly managed.

Exchange rate risk

There may be a need to procure foreign currency for the purpose of facilitating some of the Company's projects in terms of manpower and equipment or other cost required for the execution of such projects.

The CBN has historically sought to maintain the exchange rate between the Naira and the United States Dollar within a narrow band with periodic adjustments. However, in recent times, the Naira has depreciated significantly against the USD.

Fluctuations in the value of the Naira and other African currencies can make the cost of projects more expensive than currently projected, thus impacting negatively on the Company's ability to complete the projects within the estimated budget and timeline. Consequently, the Company may not generate the revenues anticipated from the projects within the estimated time frame.

Regulatory and Legal Risk

This is the risk of non-compliance with applicable power regulations, thereby exposing the Issuer to penalties and reputational damage. It may include the risk that a change in law and regulation

RISK FACTORS

or increased complexity in local and international regulatory environment will materially impact the Issuer.

RISK RELATING TO THE INSTRUMENTS

Liquidity Risk

Instruments are traded after their initial issuance and may trade at a discount to their initial offering price, depending on the market for similar securities, general economic conditions and the financial condition and prospectus of the Issuer. Although applications will be made for the Instruments issued under the Programme to be admitted and traded on the FMDQ platform and/or the NGX, there is no assurance as to the development or liquidity of any trading market for any particular issue of the Instruments.

Early Redemption

The Instruments may be subject to early redemption therefore Holders may face the risks that the Instruments will be redeemed before maturity in a falling interest rate environment, forcing the Holders to reinvest the proceeds at a lower rate of return.

Modifications and Waivers

The terms and conditions of the Instruments contain provisions for convening general meetings of the Holders to consider matters affecting their interests generally. These provisions permit defined majorities/thresholds to bind all Holders including Holders who did not attend to vote in person or by proxy at the relevant general meeting and Holders who voted in a manner contrary to the majority.

Referencing to an index may subject the Instruments to additional risks

The Company may issue the Instruments with Principal repayment, Periodic Distribution Amounts or Coupon payments determined by reference to an index (or formula), to changes in the prices of the securities or commodities or other Relevant Factors. Potential investors should be aware that in such circumstances:

- they may receive no interest (as applicable);
- they may lose all or a substantial portion of their Principal;
- Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates or other indices; and
- timing of changes in a Relevant Factor may affect the actual yield to investors, even if the actual level is consistent with their expectations i.e., in general, the earlier the change in the Relevant Factor, the greater the effect on yield.

Tax risk

Adverse changes in applicable tax legislations and regulations may operate to diminish the value of taxable or tax-exempt interest income accruing to prospective investors. The nature of such possible changes in tax laws cannot be predicted immediately but may ultimately make the Instruments less profitable for investors.

RISK FACTORS

Changes in interest rate may affect the price of the Instruments

Where Instruments are offered at a fixed-coupon rate, their prices are inversely vulnerable to fluctuations in market rates – moving in opposite directions. Where market rates rise, prices of fixed rate securities fall and when market rates drop, the prices increase. Accordingly, the extent of the fall or rise in the prices is a function of the existing coupon, days to maturity and the increase or decrease in the level of the prevailing market rates. Increased market rates which frequently accompany inflation and/or a growing economy are also likely to have a negative effect on the price of the Instruments.

The Instruments may, in the event of a change in market conditions which result in an adverse change in market rates, be unattractive to investors, with the prevailing rates being more attractive than the coupon on the issued Instruments.

Additional Risks relating to Sukuk

The Risk peculiar to the Sukuk will also be impacted by the structure of the Sukuk. Additional risk factors may be provided in the relevant Pricing Supplement.

The Certificates are limited recourse obligations of the Issuer Trustee

The Certificates are not debt obligations of the Issuer Trustee, instead, each Certificate represents an undivided ownership interest in the Trust Assets relating to that Series. Recourse to the Issuer Trustee is limited to the Trust Assets of the relevant Series or Tranche and the proceeds of the Trust Assets of the relevant Series or Tranche are the sole source of payments on the Certificates of that Series. Upon the occurrence of a Dissolution Event, the sole rights of the Issuer Trustee and/or the Delegate Trustee (acting on behalf of the Certificate holders of the relevant Series or Tranche of Certificates) will be against the Issuer to perform its obligations under the Transaction Documents. Certificate holders will have no recourse to any assets of the Issuer Trustee (other than the Trust Assets), the Delegate Trustee, or (to the extent that it fulfils all of its obligations under the Transaction Documents) the Issuer in respect of any shortfall in the expected amounts due on the Certificates. Certificate holders will also not be able to petition for, institute or join any other person in, instituting proceedings for, the reorganisation, arrangement, liquidation, bankruptcy, winding-up or receivership or other proceedings under any bankruptcy or similar law against the Issuer Trustee, the Delegate Trustee, the Issuer or any of their respective directors, officers, employees, or agents as a consequence of any shortfall or otherwise.

The Issuer will be obliged to make certain payments under the Transaction Documents directly to the Delegate Trustee or the Issuer Trustee, and the Delegate Trustee will have direct recourse against the Issuer to recover such payments due under the Transaction Documents. After enforcing or realising the rights in respect of the Trust Assets in respect of a Series or Tranche of Certificates and distributing the net proceeds of such Trust Assets in accordance with the relevant Transaction Documents, the obligations of the Delegate Trustee in respect of that Series or Tranche of Certificates shall be satisfied, neither the Delegate Trustee nor any Certificate holder may take any further steps against the Issuer Trustee or the Issuer to recover any further sums in respect of the Certificates and the right to receive any such sums unpaid shall be extinguished. Furthermore, under no circumstances shall the Delegate Trustee or any Certificate holder have any right to cause the sale or other disposition of any of the Trust Assets other than as contemplated in the Transaction Documents. The sole right against the Issuer shall be to enforce its obligation under the Transaction Documents.

Shari'ah non-compliance risk in the case of a Sukuk issuance

While the Sukuk is to remain Shari'ah compliant at all times until maturity, there are however different views in Islamic commercial jurisprudence which could mean that the Sukuk may be

RISK FACTORS

considered Shari'ah compliant to some and not others. The Sukuk will be structured by Shariah advisers with expertise in Islamic finance, under the guidance of their Shari'ah board in conformity with regulatory guidelines.

The structure adopted for the Sukuk will be in compliance with international standards prescribed by bodies such as the Council of the Islamic Fiqh Academy of the Organization of Islamic Conference (OIC), Accounting and Auditing Organization for Islamic Financial Institutions (AAOIFI), Islamic Financial Services Board (IFSB) and the Institute of Islamic Liquidity Management (IILM).

None of the Issuer, the Issuer Trustee, the Issuing Houses, other professional advisers on the transaction, or the Delegate Trustee makes any representation as to the Shari'ah compliance of any Series or Tranche and potential investors are reminded that, as with any Shari'ah views, differences in opinion are possible. Potential investors should obtain their own independent Shari'ah advice as to whether the Transaction Documents and any issue of Certificates will meet their individual standards of compliance and should also make their own determination as to the future tradability of the Certificates on any secondary market. Questions as to the Shari'ah permissibility of the Transaction Documents or the tradability of the Certificates may limit the liquidity and adversely affect the market value of the Certificates.

Changes in regulations may affect the Sukuk

Sukuk are governed by the laws of the Federal Republic of Nigeria and applicable Islamic law of commercial transactions and are issued based on the existing legal framework as at the date of this Shelf Prospectus. The Company has, to the extent necessary, obtained regulatory clarification from relevant fiscal and monetary authorities as regards the status of the Sukuk. However, there are no precedents on how the laws would be applied by the courts.

It is equally possible that there would be future changes in Nigerian law, administrative practices or judicial decisions; the impact of which may not be quantifiable or predetermined at present.

Rate of Return Risk

Although the Sukuk typically has a fixed rate of return, changes in conventional interest rates may adversely affect the price of the Sukuk on the relevant exchanges. In a high interest rate environment, investors seeking a yield higher than the fixed rate on the Sukuk will offer a lower price on the relevant stock or securities exchange. Consequently, the yield on the Sukuk may fall below the rate unless the Sukuk is held until maturity.

A secondary market may not develop or be maintained for the Certificates

The Certificates of any Series or Tranche may have no established trading market when issued, and one may never develop. If a market for the Certificates does develop, it may not be very liquid. Therefore, investors may not be able to sell their Certificates easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market.

Additional Risks relating to Green Bonds

Green Evaluation risk in the case of a Green Bond issuance

RISK FACTORS

The proceeds from the issuance of a Green Bond would be exclusively applied to finance or refinance in part or in full new and/or existing projects that align with the requirements of the SEC Rules and Green Bond Principles specified by the NGX. However, investors' expectations regarding investing in a Green Bond may differ from the stated use of proceeds. The Company will in accordance with the requirements of the SEC, appoint an independent party to conduct a green evaluation and provide an opinion on the environmental benefit generated by the issuance in line with green market standards. Any such opinion or certification is not, nor should be deemed to be, a recommendation by the Issuer or any other person to buy, sell or hold the Green Bonds. Any such opinion or certification is only current as at the date that opinion is issued. The providers of such opinions and certifications are not currently subject to any specific regulatory or other regime or oversight.

Furthermore, it should be noted that there is currently no clearly-defined definition (legal, regulatory or otherwise) of, nor market consensus as to what constitutes, a "green" or "sustainable" or an equivalently labelled project or as to what precise attributes are required for a particular project to be defined as "green" or "sustainable" or such other equivalent label nor can any assurance be given that such a clear definition or consensus will develop over time. Accordingly, no assurance is or can be given to investors that any projects or uses the subject of, or related to, any of the businesses and projects funded with the proceeds from the Green Bonds will meet any or all investor expectations regarding such "green", "sustainable" or other equivalently-labelled performance objectives or that any adverse environmental, social and/or other impacts will not occur during the implementation of any projects or uses the subject of, or related to, any of the businesses and projects funded with the proceeds from the Green Bonds.

If the Green Bonds are at any time listed or admitted to trading on any dedicated "green", "environmental", "sustainable" or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated), no representation or assurance is given by the Issuer or any other person that such listing or admission satisfies, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another.

Each prospective investor in the Green Bonds must determine, based on its own independent review and such professional advice as it deems appropriate under the circumstances, that its investment in the Green Bonds is fully consistent with its financial needs, objectives and condition, complies and is fully consistent with all investment policies, guidelines and restrictions applicable to it and is a fit, proper and suitable investment for it.

There is a risk of difficulty in benchmarking the Green Bonds

The limited issuance of Green Bonds by the Federal Government and other corporate entities in Nigeria may result in the Green Bonds not being properly priced in the market. As of the date of this Shelf Prospectus, the only Green Bonds in the market are those issued by the Federal Government, Access Bank Plc and NSP-SPV Powercorp PLC (a subsidiary of North South Power Company Limited). This restricts the assessment of the Green Bonds on a peer performance basis, which may be factored into pricing and affect the value of the Green Bonds.

There is the risk that verification/certification of bonds as a Green Bond may be withdrawn

Green Bonds are required under the SEC Rules to be certified in order to be admitted for listing or trading on any stock or securities exchange. In the event that the certification or verification is withdrawn or suspended subsequent to the issuance of the Green Bonds, this will have a material adverse effect on the value of the Green Bonds and/or adverse consequences for investors.

STATUTORY AND GENERAL INFORMATION

Ownership Structure of the Issuer

According to the register of shareholders as of May 27th 2022, the following are the shareholders of the Company:

Shareholders	Address	Number of Shares Held	Shareholding %
Amperion Power Distribution Company Limited	13 Walter Carrington Crescent, Victoria Island, Lagos, Nigeria	2,489,995,020	99.9998%
Mr. Femi Otedola	13 Walter Carrington Crescent, Victoria Island, Lagos, Nigeria	1,245	0.0001%
Ms. Olawunmi Christine Otedola	13 Walter Carrington Crescent, Victoria Island, Lagos, Nigeria	1,245	0.0001%
Mr. Akin Akinfemiwa	13 Walter Carrington Crescent, Victoria Island, Lagos, Nigeria	1,245	0.0001%
Calvados Global Services Limited	13 Walter Carrington Crescent, Victoria Island, Lagos, Nigeria	1,245	0.0001%

Incorporation and Share Capital History of the Issuer

Geregu Power PLC was incorporated in November 2006 as one of the unbundled companies from the now-defunct Power Holding Company of Nigeria (PHCN). The Company began operations in February 2007, to generate electric power supply to the National Grid managed by the Transmission Company of Nigeria (TCN).

Currently Geregu Power has authorised and issued share capital of ₦1,245,000,000 comprising of 2,490,000,000 ordinary shares of ₦0.50k each, which has been fully paid up.

AUTHORISED SHARE CAPITAL = (₦)1,245,000,000.00					ISSUED AND FULLY PAID-UP SHARE CAPITAL= (₦) 1,245,000,000.00		CONSIDERATION /COMMENTS
YEAR	INCREASE	CUMULATIVE NUMBER OF SHARES	PAR VALUE OF EACH SHARE	NUMBER OF SHARES	INCREASE	CUMULATIVE NUMBER OF SHARES	CASH/BONUS/OTHERS
2007		10,000,000	₦0.50	10,000,000		10,000,000	BPE & Ministry of Finance on behalf of FGN
2013		10,000,000	₦0.50	10,000,000		10,000,000	Cash acquisition of 51% stake from BPE by Amperion
2019		10,000,000	₦0.50	10,000,000		10,000,000	Amperion increased its holdings from 51% to 80% by payment of cash consideration to BPE
2021		10,000,000	₦0.50	10,000,000		10,000,000	Amperion further increased its holdings from 80% to 100%, by payment of cash consideration to BPE
2022	2,480,000,000	2,490,000,000	₦0.50	2,490,000,000	2,480,000,000	2,490,000,000	SEC approved bonus issue by Geregu Power PLC

STATUTORY AND GENERAL INFORMATION

Directors Beneficial Interests of the Issuer

The Interest of Directors in the issued share capital of the Company as recorded in the register of Directors' shareholding and/or as notified by the Directors for the purpose of Sections 301 and 302 of the Companies and Allied Matters Act.

Name	Direct Holding	Indirect Holding
Mr. Femi Otedola CON.	1,245	2,489,995,020
Ms. Olawunmi Christine Otedola	1,245	-
Mr. Akin Akinfemiwa	1,245	-

The details of indirect holding of directors in the issued share capital of the Company are as follows:

Name	Company	Indirect Holding
Mr. Femi Otedola CON.	Amperion Power Distribution Company	2,489,995,020

Statement of Indebtedness

Details of all indebtedness of the Company at the time of issuance of any Instruments under the Programme will be disclosed in the Pricing Supplement relating to the series of Instruments to be issued.

Extract of the Memorandum and Articles of Association of the Issuer

Memorandum Of Association

Objects

As set out in Clause 3 of its Memorandum and Articles of Association the principal objectives of the Issuer, amongst other things, include to:

- take over as a going concern the generation activities and related business of the Power Holding Company of Nigeria PLC ("PHCN") in the Geregu Power Station, and in this regard, to acquire, hold, take up and utilise such of PHCN's assets and employees; meet and/or make good such of the liabilities of; assume and/or enjoy such of the rights of and undertake and/or fulfil such of the obligations and functions of PHCN that pertain to and or may be incidental to the generation of electricity in accordance with the provisions of the Electric Power Sector Reform ("EPSR") Act 2005;
- commence and carry on the business of electricity power generation and wholesale supply for domestic, commercial, industrial and factory use, lighting, heating or any other purpose whatsoever for consumption in Nigeria and for export to neighbouring countries and to that effect to enter into such contracts for the sale of electric power as may be necessary for the furtherance of the Company's objects;
- construct, reconstruct, own, maintain, manage and operate electric power generating stations, either alone or in partnership with others, together with such other buildings and works necessary for carrying out its objects including the abstraction of water from any lake, river, stream or other natural source and the doing of all such acts as may be necessary for the purpose of utilising and returning the water so abstracted, etc.

Articles Of Association

Borrowing Powers

The Directors may with the approval of the Members in General Meeting exercise all the powers of the Company to borrow money within or outside Nigeria and to mortgage or charge its undertaking, property and uncalled Capital or any part therein and to issue debenture, debenture stock and other security for any debt, liability, or obligation of the company or of any third party.

Copies of the Memorandum and Articles of Association of the Issuer may be Inspected at the specified office(s) of the Issuer.

The Issuer has not engaged, since its incorporation, in any activities other than those incidental to its incorporation and registration as a public limited company, the authorisation and issue of the Instruments and of the other documents and matters referred to or contemplated in this document to which it is or will be a party and matters which are incidental or ancillary to the foregoing.

The Issuer's activities are restricted by the terms of the Trust Deed, and other related Transaction Documents.

Declarations

Except as otherwise disclosed in this Shelf Prospectus:

- (a) No share of the Issuer is under option or agreed conditionally or unconditionally to be put under option;
- (b) No commissions, brokerages or other special terms have been granted by the Issuer to any person in connection with the Multi-Instrument Issuance Programme or sale of any securities of the Issuer;
- (c) Save as disclosed herein, the directors of the Issuer have not been informed of any holding representing 5% or more of the issued share capital of the Issuer;
- (d) There are no founders, management or deferred shares or any options outstanding in the Issuer;
- (e) There are no material service agreements between the Issuer or any of its Directors and employees other than in the ordinary course of business;
- (f) There are no long-term service agreements between the Issuer or any of its Directors and employees other than in the ordinary course of business;
- (g) No Director of the Issuer has had any interest, direct or indirect, in any property purchased or proposed to be purchased by the Issuer in the five years prior to the date of this Shelf Prospectus;
- (h) No prosecution has commenced against the Issuer or any of its subsidiaries in respect of any breach of any securities laws or CAMA; and
- (i) No action has been taken against the Issuer by FMDQ and NGX in respect of any breach of the listing requirements of the FMDQ or the NGX respectively.

Further declarations/information in respect of shareholders/key management staff:

It is further declared that to the best of knowledge of Directors as at 31st December, 2021:

- (a) None of the Directors is under any bankruptcy or insolvency proceedings in any court of law;
- (b) None of the Directors has been convicted in any criminal proceeding; and
- (c) None of the Directors is subject of any order, judgment or ruling of any court of competent jurisdiction or regulatory body relating to fraud or dishonesty.

STATUTORY AND GENERAL INFORMATION

Material Contracts

Apart from the Transaction Documents to which it is a party, the Issuer has not entered into any material contracts other than in the ordinary course of its business. Any material contract in respect of any issuance of Instruments under the Programme will be disclosed in the Applicable Pricing Supplement.

Cost and Expenses

The cost, charges and expenses of and incidental to the issuance of Instruments under the Programme, including fees payable to the SEC, FMDQ, the NGX, Clearing Agent, professional parties' fees, brokerage commission, printing and distribution expenses will be determined at each issuance and will not exceed the maximum amount stipulated by the regulatory authorities. These costs are payable by the Issuer and deductible from the proceeds of each issuance. This shall be specified in the relevant Supplementary Prospectus to be issued under this Programme.

Relationship between the Issuer and its Advisers

No relationship other than the professional ones established pursuant to this Programme exists between the Issuer and any of its advisers than in the ordinary course of its business.

Mergers or Takeovers

As at the date of this Shelf Prospectus, the Directors are not aware of any merger or takeover offer by third parties in respect of the Issuer's securities; and a merger or takeover by the Issuer in respect of another company's securities during the preceding financial year or current financial year.

Consents

The under listed parties have given and not withdrawn their written consents to the issue of this Prospectus with their names and reports (where applicable) included in the form and context in which they appear:

Directors and Company Secretary of the Issuer	
Mr. Femi Otedola	Chairman
Mr. Akin Akinfemiwa	Chief Executive Officer (CEO)
Julius Omodayo Owotuga	Deputy Chief Executive Officer (DCEO)
Mr. Christopher Adeyemi	Non-Executive Director
Mr. Doron Grupper	Non-Executive Director
Mr. Anil Dua	Non-Executive Director
Ms. Olawunmi Otedola	Non-Executive Director
Mr. John Robert Lee	Non-Executive Director
Akinleye Olagbende	Company Secretary

Professional Parties to the Issue	
United Capital PLC	Lead Issuing House
CardinalStone Partners Limited	Joint Issuing House
Comercio Partners Capital Limited	Joint Issuing House
Cordros Capital Limited	Joint Issuing House
Coronation Merchant Bank Limited	Joint Issuing House
FBNQuest Merchant Bank Limited	Joint Issuing House
iWorld Financial Services Limited	Joint Issuing House
Kairos Capital Limited	Joint Issuing House
Lighthouse Capital Limited	Joint Issuing House
Renaissance (Securities) Nigeria Limited	Joint Issuing House
UCML Capital Limited	Joint Issuing House

STATUTORY AND GENERAL INFORMATION

Vetiva Capital Management Limited	Joint Issuing House
Vetiva Trustees Limited	Joint Trustee
Meristem Trustees Limited	Joint Trustee
FBNQuest Trustees Limited	Joint Trustee
United Capital Trustees Limited	Joint Trustee
Libra Law Office	Solicitors to the Issuer
The New Practice	Solicitors to the Issue
PKF Professional Services	Auditor
Deloitte & Touche	Reporting Accountant
Meristem Registrars & Probate Services Limited	Registrars
First Bank of Nigeria Limited	Receiving Bank
GCR Ratings Limited	Rating Agency
Agusto & Co. Limited	Rating Agency

Documents Available for Inspection

Copies of the following documents may be inspected at the offices of the Issuing Houses specified on page 17 during normal business hours on any weekday (except public holidays), during the validity period of the Programme from 8:00a.m. to 5:00p.m. (WAT):

- i. The Certificate of Incorporation of the Issuer, duly certified by the Company Secretary;
- ii. The Memorandum and Articles of Association of the Issuer, duly certified by the CAC along with a special resolution amending specific clauses;
- iii. A copy of the resolution dated 23rd February 2022 passed at the meeting of the Board of Directors, approving the establishment of a ₦100 billion Multi-Instrument Issuance Programme;
- iv. The Company's Audited Financial Statements for the five (5) years ended 31 December 2017; 2018; 2019; 2020; and 2021 prepared in accordance with IFRS;
- v. The Reporting Accountant's Report on the Audited Accounts of the Company;
- vi. This Shelf Prospectus dated [Date] [Month] 2022 issued in respect of the Programme;
- vii. The Programme Trust Deed dated [Date] [Month] 2022;
- viii. The Solicitors' opinion in relation to the Programme;
- ix. The material contracts referred to on page 113 of this Prospectus;
- x. The written consents referred to on pages 113 – 114 of this Prospectus;
- xi. The Rating Reports issued by GCR Ratings Limited and Agusto and Co. Limited for in respect of the Issuer;
- xii. The letter dated 8th February 2022 conveying the NERC "No Objection" to the establishment of the Programme; and
- xiii. Letter from the SEC confirming the registration of the Shelf Prospectus.

The above-listed documents, which have been filed with the SEC, are incorporated by reference in this Shelf Prospectus.

Contingent Liabilities

Exposure	Details	Value (₦)
Case instituted against Geregu Power PLC: Suit No: NICN/LKJ/01/2020 – Lawal Yunusa Gwazawa v Geregu Power PLC (the "Suit")	The details are as stated on page 99, in the opinion on claims and litigation prepared by The New Practice	2,848,000.00

STATUTORY AND GENERAL INFORMATION

filed against the Company at the National Industrial Court, Lokoja by Lawal Yinusa Gwazawa (the "Claimant") on 6 th January 2020.		
Total		2,848,000.00

Debtors and Creditors

List of creditors constituting 5% and above of the Company's total liabilities:

- I. Seplat Petroleum Company Plc
- II. Nigerian Gas Marketing Company Limited
- III. Nigerian Gas Company Limited
- IV. First Bank of Nigeria Limited

List of debtors constituting 5% and above of the Company's total credit (i.e. trade and other receivables):

- I. Nigerian Bulk Electricity Trading Plc
- II. Amperion Power Distribution Company Limited

Extract of Geregus Audited Financial Statements for 31st December 2021 ("Notes to the Account")

Details of material credits classified by tenor and Pledged Assets

26. Loans and borrowings

This note provides information about the contractual terms of the company's interest-bearing loans and borrowings which are measure at amortised cost. For more information about the company's exposure to interest rate and liquidity risks, see note 5.

	31-Dec-21	31-Dec-20
	N'000	N'000
At 1 January	-	606,709
Addition	10,000,000	16,025
Interest	805,177	-
Repayment	(1,524,357)	(622,734)
	<u>9,280,820</u>	<u>-</u>
Non-current	5,666,666	-
Current	<u>3,614,154</u>	<u>-</u>
	<u>9,280,820</u>	<u>-</u>

Loans and borrowings of N9,289,820,000 represents the principal and 13.5% p.a interest rate on First Bank of Nigeria N10 billion revolving facility to augment working capital.

The collateral for the loan from First Bank are: all assets debenture of the Group Parent Company; Charge on the 80% shares of Geregus Power Plc owned by Amperion; Corporate Guarantee of Calvados Global Services Limited, Personal Guarantee of the Chairman and domiciliation of all the Company's receivables account to First bank while the facility subsists.

			31-Dec-21	31-Dec-20
	Currency	Nominal interest rate	Present value	Present value
			N'000	N'000
Terms and debt repayment schedule				
Terms and condition of outstanding loan:				
Secured term loan	Naira	13.50%	<u>9,280,820</u>	<u>-</u>
			<u>9,280,820</u>	<u>-</u>

Provision for Bad Debt

	31-Dec-21 N'000	31-Dec-20 N'000
17.3 Impairment allowance		
At 1 January	3,215,798	2,660,258
Additional impairment	718,034	555,540
At 31 December	<u>3,933,832</u>	<u>3,215,798</u>

Trade receivables are stated at fair value and subsequently measured at fair value through profit or loss, less provision for impairment. Impairment thereon are computed using the simplified IFRS 9 Expected Credit Loss (ECL) Model, where the receivables are aged and probability of default applied on each aged bracket. Trade receivables meet the definition of financial assets and the carrying amount of the trade receivables approximates their fair value.

Disclosure on Fixed Assets

GEREGU POWER PLC

**NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 2021**

13. Property, plant and equipment

The movement in the property, plant and equipment during the year ended 31 December 2021 was as follows:

	Gas Turbine Plant N'000	Leasehold land N'000	Buildings N'000	Trucks and vehicles N'000	Furniture & Fittings N'000	Office equipment N'000	Computer equipment	Total N'000
Cost								
At 1 January 2020	62,078,819	122,787	1,233,192	193,356	9,726	41,492	68,784	63,748,156
Additions	-	-	-	132,405	7,569	15,349	18,246	173,569
At 31 December 2020	<u>62,078,819</u>	<u>122,787</u>	<u>1,233,192</u>	<u>325,761</u>	<u>17,295</u>	<u>56,841</u>	<u>87,030</u>	<u>63,921,725</u>
At 1 January 2021	62,078,819	122,787	1,233,192	325,761	17,295	56,841	87,030	63,921,725
Additions	-	-	19,302	274,644	2,427	181,772	121,208	599,353
Disposal	-	-	-	(30,135)	-	-	-	(30,135)
At 31 December 2021	<u>62,078,819</u>	<u>122,787</u>	<u>1,252,493</u>	<u>570,270</u>	<u>19,722</u>	<u>238,613</u>	<u>208,238</u>	<u>64,490,943</u>
Depreciation								
At 1 January 2020	15,271,301	7,913	206,886	83,527	9,526	7,893	60,099	15,647,145
Charge	4,154,174	1,322	49,328	49,655	2,255	9,818	8,094	4,274,646
At 31 December 2020	<u>19,425,475</u>	<u>9,235</u>	<u>256,214</u>	<u>133,182</u>	<u>11,781</u>	<u>17,711</u>	<u>68,193</u>	<u>19,921,791</u>
At 1 January 2021	19,425,475	9,235	256,214	133,182	11,781	17,711	68,193	19,921,791
Depreciation for the year	4,426,272	1,324	49,392	85,536	2,310	20,383	26,091	4,611,308
Disposals	-	-	-	(17,484)	-	-	-	(17,484)
At 31 December 2021	<u>23,851,747</u>	<u>10,559</u>	<u>305,606</u>	<u>201,234</u>	<u>14,091</u>	<u>38,095</u>	<u>94,284</u>	<u>24,515,615</u>
Carrying amounts								
At 31 December 2021	<u>38,227,072</u>	<u>112,229</u>	<u>946,888</u>	<u>369,036</u>	<u>5,631</u>	<u>200,518</u>	<u>113,954</u>	<u>39,975,328</u>
At December 2021	42,653,344	113,552	976,978	192,579	5,514	39,130	18,837	43,999,934

a) The assets of the company were fair valued on acquisition in line with the provisions of the International Financial Reporting Standards. The fair value amount of each asset is being carried as deemed cost.

b) Depreciation charge (rather than gas turbine's) of N185 million (31 December 2020: N120million) is included in the administrative expenses of the statement of profit or loss and other comprehensive income. Gas turbine depreciation of N4.426 billion is included in the cost of sales (31 December 2020: N4.154 billion).

c) There was no lien on any of the Company's property, plant and equipment as at 31 December.

d) No impairment charge on property, plant and equipment during the year.

Directors' Remuneration

	31-Dec-21	31-Dec-20
	N'000	N'000
29. Transactions with key management personnel		
29.1. Directors emoluments		
The aggregate emoluments of the Directors were:		
Directors fees and allowances	<u>1,087,954</u>	<u>742,022</u>
	<u>1,087,954</u>	<u>742,022</u>
Chairman	1,000	1,000
Directors	<u>800</u>	<u>800</u>
Executive Directors are not entitled to and do not get paid directors fees.		
Directors earned fees in the following ranges:		
N	N	Number
250,000	- 800,000	<u>2</u>
801,000	- 1,000,000	<u>1</u>
		<u>Number</u>
		<u>2</u>
		<u>1</u>

EXTRACT OF THE PROGRAMME TRUST DEED

The Programme Trust Deed contains inter alia, the following provisions:

2. Creation of Trust and Appointment of Trustee

- 2.1 The Issuer hereby creates and establishes a Trust for the benefit of the Instrument holders.
- 2.2 Subject to the terms and conditions of this Deed, the Issuer hereby appoints the Trustees to act on behalf of the Bondholders, and to hold the benefit of the covenants and other obligations of the Issuer on behalf of the Bondholders and itself. Any sums received by the Trustees from the Issuer shall be received on trust and applied in accordance with the provisions of this Deed and or any Series Trust Deed.
- 2.3 The Issuer shall appoint the Issuer Trustee or register a special purpose vehicle as the Issuer Trustee and issuer of a Series of Sukuks pursuant to this Programme Trust Deed. The Issuer Trustee shall then appoint the Trustees, or such of them as provided in the Final Terms for such Sukuk issuance, to act as the trustee(s) of the Issuer Trustee under the relevant Declaration of Trust.
- 2.4 By the execution of this Deed, the Trustees have accepted and agreed to be bound by, and enforce their powers, and perform their duties and obligations specifically set out in this Deed and generally provided for in the Trustees Investment Act.
- 2.5 The Trustees shall have no duty, responsibility or obligation for the issuance of the Instruments or for the validity or exactness of the same, or of any documents relating to such issuance.

3. Declaration and Duration of Trust

- 3.1 The Trustees hereby declare themselves as trustees for the Instrument holders with effect from the date of this Deed, to hold the benefit of the Issuer's covenants and other obligations in this Deed on trust for the Instrument holders according to their respective interests and subject to the terms of this Deed.
- 3.2 The Trust shall remain in full force and effect until the date all Instruments issued pursuant to the Programme are redeemed and the:
 - 3.2.1 Trustees receive an unconditional confirmation in writing from the Registrar that there is no Principal Amount or Coupon outstanding in respect of the Instruments issued under the Programme; and or
 - 3.2.2 the Issuer receives an unconditional release in writing from the Trustees from all of their obligations under this Deed.
- 3.3 The Issuer undertakes that not later than the Issue Date of any Series of Sukuks, it shall procure where applicable, that the Issuer Trustee enters into a Declaration of Trust with the Trustee(s) in respect of the relevant Trust Assets for that Series of Sukuk.
- 3.4 The Issuer shall use the net proceeds from the issue of a Series (after deduction of the costs and expenses incurred in connection with the issuance of such Series) in accordance with the provisions of the Final Terms.

4. Programme Trust Deed Binding

- 4.1 The provisions of this Deed or any supplemental deed created pursuant to this Deed shall be binding on the Issuer, the Trustees and the Instrument holders and all persons claiming through them respectively as if such Instrument holders and persons are parties to this Deed.

Subject to the provisions of this Deed, any Instrument holder who feels dissatisfied may personally initiate legal action to enforce his rights under this Deed or any Series Trust Deed, irrespective of the legal duty of the Trustee to take such legal action.

5. Issuance of the Instruments

- 5.1 The Issuer shall execute (and procure that, where applicable, the Issuer Trustee execute, in respect of a Series of Sukuks) and deliver such Series Trust Deed to the Trustees containing such provision (whether or not corresponding to any of the provisions contained in this Deed) as the Trustees may require.
- 5.2 The Issuer shall issue and offer the Instruments in Series or Tranches in an aggregate nominal amount from time to time up to and not exceeding the Aggregate Principal Amount in accordance with the terms of this Deed. Any Instrument issued in accordance with this Deed shall be constituted by this Deed and the applicable Series Trust Deed without further formality.
- 5.3 Any Series, as and when issued, shall constitute a single class and shall be direct and unconditional obligations of the Issuer as provided in the relevant Series Trust Deed and the ranking shall be as specified in the relevant Series Trust Deed.
- 5.4 The issued Instruments shall constitute an irrevocable obligation of the Issuer for the Principal, Coupon or Periodic Distribution Amounts (where applicable).
- 5.5 The Instruments shall be issued by way of a public offer, private placement, a book building process and or any other method as set out more particularly in the relevant Supplementary Shelf Prospectus or Pricing Supplement.
- 5.6 Any Series of Sukuks may be issued in accordance with Sukuk structures approved by the SEC as set out in the Final Terms.
- 5.7 Each issue of Bonds shall form a separate Series or Tranche. The provisions of this Deed shall apply separately and independently to the Bonds of each Series. Each Series shall be constituted by a separate trust created by a Series Trust Deed under which the Trustees shall hold the benefit of the covenant to repay in this Deed in trust for the Bondholders of the particular Series.
- 5.8 The Sukuk of each Series shall form a separate Series and cover a separate class of Sukuk and accordingly, all the provisions of this Programme Trust Deed shall apply separately and independently to the Sukuk of each Series, and in such Clauses and Schedules the expressions "**Sukuk**", and "**Sukukholders**" shall be construed accordingly. Each Series shall be constituted by a separate trust created by a Series Trust Deed under which the Trustees shall hold the benefit of the covenant to repay in this Deed in trust for the Sukukholders of the particular Series.
- 5.9 The name of each Series will commence with the word "Series" and will be followed by a number in consecutive order of issuance of the Series.

- 5.10 If there is any conflict between the provisions of a Series Trust Deed relating to a Series and the provisions of this Deed, the provisions of the Series Trust Deed shall prevail in respect of the relevant Series.
- 5.11 The Instruments shall be listed on the Exchange and or admitted to listing, trading and or quotation by any other listing authority or stock exchange as may be specified in the applicable Pricing Supplement and issued in denominations as specified in the Final Terms. The tenor of the Instruments for each Series shall be specified in the relevant Series Trust Deed.
- 5.12 The Instruments shall be issued and transferable in units or amounts to be determined by the Issuer and stated in the relevant Conditions.
- 5.13 Subject to the terms of the relevant Underlying Sukuk Documents, the receipt of confirmation by the Trustees of drawdown of the Sukuk Subscription Proceeds, and upon election by the Issuer and the approval of the relevant Exchange, the Sukuk certificates shall be admitted to listing, trading and or quotation on the relevant Exchange as agreed by the Issuer and the Trustees.
- 5.14 The proceeds of the Trust Assets are the sole source of payments of the Sukuks. The Sukuks do not represent an interest in or obligation of any other asset of the Issuer, the Issuer Trustee or Trustees, or their respective affiliates. Accordingly, the Sukukholders, by subscribing for or acquiring the Sukuks, acknowledge that they will have no recourse to any other assets of the Issuer, the Issuer Trustee or Trustees other than the Trust Assets, except as provided in Clause 10.7 (Covenant to pay on the Sukuk) of this Programme Trust Deed.
- 5.15 Other than as provided in this Deed or the relevant Series Trust Deed, there are no restrictions on the transferability of the Instruments.
- 5.16 *Purpose of the Instruments*
- 5.16.1 The purpose for which the proceeds of the Instruments are to be utilized shall be specified in the Final Terms provided that the issue of Green Bonds shall be used strictly for financing or refinancing of green projects and in accordance with the Green Bond Principles formulated by the International Capital Market Association.
- 5.16.2 Without prejudice to the generality of the provisions of this Deed, the Trustees shall not be bound to enquire as to the application of the proceeds of the Instruments.
- 5.17 *Form and Delivery of the Instruments*
- 5.17.1 The Instruments will be delivered in dematerialised form and held in separate CSD accounts.
- 5.17.2 Title to the Instruments passes only upon registration in the Register.
- 5.17.3 Statements issued by the applicable CSD as to the aggregate number of

EXTRACT OF THE PROGRAMME TRUST DEED

Instruments standing to the CSD account of any Instrument holder shall be conclusive and binding for all purposes except in the case of manifest error, and such person (or his/her legal representatives) shall be treated by the Issuer, the Trustees and the Registrar as the legal and beneficial owner of such aggregate number of Instruments for all purposes.

5.17.4 The Instrument holders shown in the records of the CSD (or their legal representatives) are entitled to the benefit of, are bound by, and are deemed to have notice of all the provisions of this Deed and any relevant Series Trust Deed.

5.18 *Transfer of the Instruments*

Transfers of Instruments will be effected through the records of the relevant CSD and the respective participants in accordance with the rules and procedures of the CSD and title to the Instruments shall pass when such transfer is recorded in the Register.

5.19 *Conditions of the Instruments*

The Issuer shall comply with, perform and observe all the provisions of this Deed, the Conditions and the applicable Series Trust Deed. The Conditions shall be deemed to be incorporated in this Deed and shall be binding on the Issuer, the Trustees and the Instrument holders and all persons claiming through or under them respectively.

5.20 *Status of the Bonds*

5.20.1 Unless otherwise stated in the Final Terms, the Issuer may issue senior or subordinated Bonds.

5.20.2 The senior Bonds constitute a direct, unconditional, unsecured and unsubordinated (without prejudice to Condition 5 of the First Schedule) obligations of the Issuer and shall at all times rank equally and without any preference among themselves.

5.20.3 The payment obligations of the Issuer in respect of the principal and any interest on the senior Bonds shall at all times rank at least equally with all other senior unsecured obligations of the Issuer, present and future except for obligations mandatorily preferred by law applying to companies generally.

5.20.4 The subordinated Bonds will rank equally with all other subordinated unsecured obligations of the Issuer, present and future, except to the extent that any such obligations are by their terms expressed to be subordinated in right of payment to other subordinated unsecured obligations. The senior Bonds will rank in priority of payment to the subordinated Bonds.

5.21 *Status of the Sukuk*

5.21.1 The Sukuk will constitute senior unsecured obligations of the Issuer Trustee and shall at all times rank equally with all other Sukuks of the relevant Series or Tranche.

5.21.2 The Sukuk shall represent an undivided ownership interest in the Trust Assets of the relevant Series, subject to the terms of the relevant Final Terms.

5.21.3 The payment obligations of the Issuer (in any capacity) under the Transaction Documents in respect of each Series or Tranche of Sukuk will be (subject to the Final Terms) direct, unconditional and unsecured obligations and shall, save for such exceptions as may be provided by applicable legislation and subject to the Final Terms, at all times rank at least equally with all unsecured and unsubordinated obligations of the Issuer, from time to time outstanding.

5.22 *Rights of Bondholders*

The Bondholders shall not have or acquire any right against the Trustees in respect of the Bonds except as expressly conferred upon them by this Deed or by law, regulation or court order and no person shall be recognized as a Bondholder except in respect of Bonds registered in his name in the Register.

6. **Agreement and Rights of Sukukholders**

Agreement of Sukukholders

6.1 By purchasing the Sukuks, each Sukukholder is deemed to have agreed that notwithstanding anything to the contrary contained in the Declaration of Trust, the Conditions of the Sukuks, or any Underlying Sukuk Document:

6.1.1 no payment of any amount whatsoever shall be made by or due on the Sukuks, except from the Trust Assets;

6.1.2 all payments due under the Sukuks shall be made by the Trustees or the Registrar as a direct obligation of the Issuer Trustee, from the proceeds of the Trust Assets, in accordance with Condition 12 of the Second Schedule;

6.1.3 no recourse shall be had to the Trustees for the payment of any amount owing under this Deed or under any Underlying Sukuk Document, whether for the payment of any fee or other amount or any other obligation or claim arising out of or based upon the Underlying Sukuk Documents against any of the Issuer Trustee, the Trustees or the Issuer (to the extent that the Trust Assets have been exhausted following which all obligations of the Issuer Trustee, the Trustees and the Issuer shall be extinguished); and

6.1.4 it will not institute, or join any other Person in instituting, any bankruptcy, reorganisation, arrangement or liquidation proceedings or other similar proceedings under any bankruptcy or similar law against the Issuer Trustee or the Trustees.

6.2 *Rights of Sukukholders*

6.2.1 Each Sukukholder shall have an undivided beneficial ownership interest in the Trust Assets and no Sukuk shall confer any interest or share in any particular part of the Trust Assets. No Sukukholder shall have a right to call for any partition or division of any portion of the Trust Assets by virtue of its beneficial ownership interest in the Trust Assets.

- 6.2.2 The Sukukholders shall not have any right against the Trustees in respect of their investments except such rights as are expressly conferred upon them by the Declaration of Trust, the Conditions of the Sukuk or by any law, subsidiary legislation, regulation or any order of court.
- 6.2.3 A Sukukholder shall have the right to share in the benefits from the Trust Assets proportionate to the number of its beneficial ownership interests in the Trust Assets.
- 6.2.4 Only Persons who have been duly registered in the Register maintained by the Registrar as Sukukholders shall have the right to be recognised as such.
- 6.2.5 A Sukukholder shall have the right to pledge, charge, mortgage, or otherwise offer its Sukuk as security for a debt, a loan or an obligation, and in any such case the Sukukholder shall notify the Trustees, the Registrar and the CSD in writing, of the pledge, charge, mortgage or obligation.

7. Establishment of Payment Account

- 7.1 Subject to the applicable Final Terms, the Issuer shall, not later than the Issue Date for each Series, open with the Account Bank, a Payment Account for each Series in the name and under the control of the Trustees.
- 7.2 The Issuer shall pay all sums or monies due on the Instruments into the Payment Account no later than 3.00pm on the day that is five (5) Business Days before the next Coupon Payment Date or the Redemption Date or the Periodic Distribution Date (as the case may be).
- 7.3 At every time, where the Issuer pays the relevant sums due under the Instruments into the Payment Account in the manner prescribed by Clause 7.2 above, it shall be discharged from its obligations in respect of the said payments. For the avoidance of doubt, this clause 7.3 shall not apply if the Issuer fails to make the relevant payment within the period prescribed in clause 7.2.
- 7.4 The Trustees shall, not later than twenty-one (21) days before the applicable Payment Date, issue a written notice to the Issuer notifying it of the next Coupon Payment Date or Periodic Distribution Date and the obligation to fund the Payment Account in accordance with Clause 7.2 above.
- 7.5 The Payment Account shall be funded by the Issuer in such frequency and in such instalments as may be specified in the applicable Final Terms for the purpose of accumulating monies to pay Coupon on the Bonds or Periodic Distribution Amount on the Trust Asset, and where applicable repay the Principal on the applicable Payment Date. The money standing to the credit of the Payment Account on any Payment Date shall not be less than the aggregate Principal, Coupon and Periodic Distribution Amount due on the relevant Series on the relevant Payment Date.
- 7.6 In the event that the Trustees determine not later than five (5) Business Days before a Payment Date, that the funds in the Payment Account are insufficient to pay the Coupon, Periodic Distribution Amounts and or Principal (as applicable) due on the Instruments, the Trustees shall immediately issue a written notice to the Issuer. Upon receipt of the written notice, the Issuer shall, not later than four (4) Business Days before a Payment Date, remit sufficient funds into the Payment Account to meet

EXTRACT OF THE PROGRAMME TRUST DEED

such shortfall in the Coupon, Periodic Distribution Amount and Principal due on the Instruments as calculated by the Trustees.

- 7.7 The Trustees shall ensure that the Account Bank utilizes funds in the Payment Account for purposes of effecting payments on the Instruments to Instrument holders as and when due.

8. Waiver of Interest

Each Sukukholder, Issuer Trustee and Trustee irrevocably agree that no interest will be payable or receivable under or in connection with any Sukuk. In the event that it is determined that any interest is payable or receivable in connection with the relevant Trust Deeds by any party to it, whether as a result of any judicial award or operation of any applicable law or otherwise, such party agrees to waive any right it may have to claim or receive such interest, and the Issuer shall procure that each Underlying Sukuk Document contains similar terms of waiver as may be applicable.

9. Issuer's Lending and Borrowing Powers

The Issuer covenants with the Trustees that until such time when all outstanding Instruments have been fully redeemed and the Issuer's liability has been discharged, it shall not without the prior written consent of the Trustees (such consent not to be unreasonably withheld, delayed or conditioned) borrow or raise funds or procure any person to borrow or raise funds on its behalf, by any means whatsoever except by the issuance of instruments under this Programme Trust Deed or any Series Trust Deed. PROVIDED that this Clause 9 shall not apply to Permitted Indebtedness.

10. Covenants of the Issuer

The Issuer covenants and undertakes that for as long as any of the Instruments remains outstanding, it shall:

- 10.1 comply with and perform all the obligations expressed to be undertaken by, and binding upon, it under this Deed and the Issue Documents. The Trustees shall be entitled to enforce the obligations of the Issuer under the Instruments as if the same were set out and contained in the Deed, which shall be read and construed as one document with the terms of the Conditions;
- 10.2 to the extent that any Instruments constituted under the relevant Series Trust Deed are issued, be indebted to the Instrument holders of such issued Instruments up to the Principal amount of the Instruments specified in such Series Trust Deed in respect of the relevant Series and undertakes that the Instruments, to the extent constituted and issued, shall be redeemed together with any outstanding Coupon or Periodic Distribution Amount (where applicable) and other monies on the Redemption Date or the Periodic Distribution Date in the relevant currency (or earlier, on an amortised basis) provided for in the relevant Final Terms or such earlier date as the same or any part may become due and repayable;
- 10.3 pay into the Payment Account in immediately available funds, the full Principal amount of the Instruments and or such part of the Instruments as ought to be redeemed on the Redemption Date or the Periodic Distribution Date as may be payable, and shall in the meantime and until such date (both before and after any judgment or other order of a court of competent jurisdiction) pay unconditionally to or to the order of the Trustees, interest (which shall accrue from day to day) on the

EXTRACT OF THE PROGRAMME TRUST DEED

Principal amount of the Instruments;

- 10.4 in the event the Issuer fails to credit the Payment Account on the due date or improperly withholds or refuses to make such payment, interest shall continue to accrue on the Principal and Coupon (where applicable) so withheld or refused (both before and after any judgment or order of a court of competent jurisdiction) at the Coupon rate up to and including the date on which payment is eventually made to the Bondholders (except in the case of Zero Coupon Instruments);
- 10.5 every payment of Principal and or Periodic Distribution Amount or Coupon on the Bonds will be made free of all costs, commissions, charges, fees, or other payments or deductions, other than any tax on income which the Issuer may by any Applicable Laws be required to deduct;
- 10.6 that notwithstanding any permission granted in CAMA, the memorandum and articles of association of the Issuer Trustee shall provide that it is incorporated to only issue the Sukuks under the Programme and carry out such activities as are necessarily incidental to the Programme.
- 10.7 make certain payments under the Underlying Sukuk Documents. Accordingly, the Issuer acknowledges and agrees that the Trustees as agents of the Issuer Trustee shall have direct recourse against the Issuer to recover such payments. Where the net proceeds of realisation of, or enforcement of, the Trust Assets are not sufficient to make all payments due in respect of the Sukuk following the distribution of such proceeds, and there remains a shortfall in payments due under the Sukuk, subject to Condition 18 of the Second Schedule (Conditions of the Sukuk), no Sukukholder will have any claim against the Issuer Trustee (to the extent that the Trust Assets have been exhausted); the Issuer or the Trustees (to the extent that each fulfils all of its obligations under the Underlying Sukuk Documents to which it is a party) or against any assets (other than the Trust Assets to the extent not exhausted) in respect of such shortfall, and any unsatisfied claims of the Sukukholders shall be extinguished. The Issuer, the Trustees and the Sukukholders shall only be entitled to deal with the Trust Assets as expressly permitted by the Underlying Sukuk Documents and the Conditions of the Sukuk. Subject to Condition 18 of the Second Schedule (Conditions of the Sukuk), the Sukukholders' right against the Issuer Trustee (in its capacity as Obligor) shall be to enforce obligations under the Underlying Sukuk Documents.
- 10.8 obtain and keep in full force and effect all authorisations required for the validity and enforceability of the Issue Documents against the Issuer;
- 10.9 promptly inform the Trustees, whether or not demanded by the Trustees, of any Event of Default, Sukuk Dissolution Event or Potential Event of Default or as soon as it becomes aware of such event;
- 10.10 comply in all respects with all Applicable Laws, permits, and licences to which it may be subject and which in each case is material to its obligations under the Issue Documents for as long as any Instruments are outstanding under the Programme, and shall obtain and maintain such permits and licences except where such non-compliance will not result in a Material Adverse Effect on its obligations under the Issue Documents;
- 10.11 furnish the Trustees with a copy of its quarterly financial statements within ten (10) Business Days of sending the same to the SEC.

- 10.12 no later than one hundred and eighty (180) days after the end of each fiscal year, furnish the Trustees with true copies of its audited financial statements submitted to the SEC and the Exchange, including Statements of Financial Position as at the close of that fiscal year and the statements of sources and application of funds for that fiscal year, prepared in accordance with IFRS and confirmed by the Auditors as fairly representing the financial condition of the Issuer as at the close of that fiscal year;
- 10.13 for as long as any Instruments are outstanding, subject to obtaining the prior written consent of the Trustees (such consent not to be unreasonably withheld), be entitled to enter into any amalgamation, de-merger, merger, consolidation or corporate restructuring or enter into any transaction which effect would be similar to that of a merger, consolidation or corporate reconstruction, provided that:
- 10.13.1 no consolidation, corporate restructuring, merger or other change in the status of the Issuer shall be interpreted to avoid the Issuer's obligations imposed by this Deed and in the event of any change in status of the Issuer, the successor or successors-in-title of the Issuer shall be held and deemed responsible for the due performance of the obligations intended by this Deed;
- 10.13.2 immediately before and after giving effect to such consolidation or merger, no Event of Default or Sukuk Dissolution Event shall have occurred and be continuing; and
- 10.13.3 the Issuer or its successor-in-title, as the case may be, shall have delivered to the Trustees, a certificate signed by two (2) of its directors stating that the consolidation or merger or other change of status complies with the provisions of subparagraphs 10.13.1 and 10.13.2 above.
- 10.14 unless with the prior written consent of the Trustees first had and obtained (which consent shall not be unreasonably withheld), not reduce its issued share capital or otherwise amend or change its share capital in a manner which would adversely affect its ability or obligation to pay the Principal, Coupon and or Periodic Distribution Amount on the Instruments and any monies payable under this Deed except such amendment is required by Applicable Law;
- 10.15 in any other case of alteration of capital, and or amendment of its Memorandum and Articles of Association, it shall, inform the Trustees in writing no later than ten (10) Business Days upon completion, giving full particulars of the status of its share capital as altered, and or amendment of its Memorandum and Articles of Association accompanied with a formal representation by the Issuer confirming that such alteration or amendment shall not adversely affect its ability or obligation to pay principal, interest and or Periodic Distribution Amounts on the Instruments issued under this Deed. In addition, the Issuer shall give answers to any reasonable queries of the Trustees in respect of such alteration or amendments;
- 10.16 retain a reputable firm of auditors as its auditors at all times;
- 10.17 duly and punctually pay and discharge all Taxes for which: (a) it reasonably believes it is liable, pursuant to any self-assessment procedure; and (b) assessed upon it or its assets under any Applicable Law within the time period allowed, without incurring penalties, except:

- 10.17.1 such payment is being contested in good faith;
- 10.17.2 adequate reserves are maintained for those Taxes and any interest or penalties; and
- 10.17.3 such payment can be lawfully withheld;
- 10.18 bears and pays any stamp duties and charges (including interest and penalties, payable or imposed by any authority or government agency in Nigeria), in connection with the execution, delivery and performance of this Deed, and shall indemnify each Instrument holder against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, any properly incurred legal fees and any applicable value added tax) which it incurs as a result or arising out of or in relation to any failure to pay or delay in paying any of the same;
- 10.19 ensure that it maintains its legal status and complies with all Applicable Laws required to maintain such status;
- 10.20 ensure the information it makes available to the Instrument holders directly or through any of its directors, officers, employees, or representatives in connection with the transactions contemplated by this Deed shall be complete and correct in all material respects; and not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained in the same, not misleading in light of the circumstances under which such statements were or are made;
- 10.21 keep proper books of account and, at any time after an Event of Default or Sukuk Dissolution Event has occurred and is continuing or if the Trustees reasonably believe that an Event of Default or a Sukuk Dissolution Event may have occurred or may be about to occur, allow the Trustees and the Auditor free access to such books of accounts at all reasonable times during normal business hours, until such Event of Default or Sukuk Dissolution Event ceases;
- 10.22 use its best endeavours to maintain the quotation or listing of the Instruments on the relevant securities market or exchange on which the Instruments are quoted or listed, or if it is unable to do so having used such endeavours, use its best endeavours to obtain and maintain a quotation or listing of such Instruments on such other stock exchange or securities market as the Issuer may decide, and upon obtaining a quotation or listing of such Instruments issued by it on such other stock exchange or exchanges or securities market or markets, enter into a deed supplemental to this Deed or the relevant Series Trust Deed to effect such consequential amendments as shall be necessary to comply with the requirements of any such stock exchange or securities market. Provided that the Issuer shall be able to delist the Instruments from any exchange for any reason whatsoever with the prior approval of the Majority Instrument holders;
- 10.23 provide the Trustees with all documents and information which the Trustees may reasonably require in connection with the performance of its obligations under this Deed, within fifteen (15) Business Days of receipt of a written request from the Trustees or, in the event that the Issuer may require a longer period to obtain such documents or information from third parties, as soon as is reasonably practicable after such request and in any event by such longer period as may be agreed with the Trustees;

- 10.24 send to the Trustees, not less than ten (10) days prior to which any such notice is to be given, the form of every Notice to be given to the Instrument holders and obtain the prior written approval of the Trustees (such approval not be unreasonably withheld or delayed) to, promptly give the Trustees two copies of the final form of every Notice to be given to the Instrument holders;
- 10.25 in each year in which any part of the principal amount on any Instruments and accrued interest are outstanding, issue a certificate stating that:
- 10.25.1 all arrangements required during the next financial year to meet the payment obligations of the Issuer have been put in place by the Issuer; and
- 10.25.2 to the best of its knowledge, it is not aware of any facts or circumstances in the ordinary course of its business that will affect its ability to meet its payments obligations as and when due.
- 10.26 ensure that all payments due to the Instrument holders shall be paid to the Payment Account(s) as provided in the relevant Final Terms.
- 10.27 send to the Trustees (in addition to any copies to which it may be entitled as a holder of any securities of the Issuer), a copy of every report, circular and notice of general meeting as soon as practicable after the issue or publication of same;
- 10.28 where the day on which a payment is due to be made is not a Business Day, that payment shall be effected on or by the next succeeding Business Day, unless that succeeding Business Day falls in a different month in which case payment shall be made on or by the immediately preceding Business Day;
- 10.29 procure that the investment rating of the Instruments be reviewed annually by the Rating Agency or any other rating agency registered with the SEC, as appointed by the Issuer.

11. Covenant as the Shareholder of Issuer Trustee

The Issuer, in its capacity as a shareholder of the Issuer Trustee registered as a special purpose vehicle for this matter, covenants that:

- 11.1 it shall ensure the Trustees are entitled to appoint a majority of the directors on the Issuer Trustee's Board of Directors;
- 11.2 it shall exercise all voting rights and other powers of control available to it as a shareholder of the Issuer Trustee to ensure the Issuer Trustee shall not perform or undertake to perform any of the following acts unless the Trustees prior written approval have been obtained:
- 11.2.1 any alteration of the Memorandum of Association with respect to the business or objects of the Issuer Trustee;
- 11.2.2 any alteration of the Articles of Association of the Issuer Trustee;
- 11.2.3 the re-registration of the Issuer Trustee from a public to a private company;
- 11.2.4 any reduction of the Issuer Trustee's share capital;

- 11.2.5 any variation of rights attaching to any class of shares;
- 11.2.6 the winding up by the court at the instance of the Issuer Trustee;
- 11.2.7 the voluntary winding up of the Issuer Trustee;
- 11.2.8 any purchase by the Issuer Trustee of any of its shares;
- 11.2.9 the approval by the Issuer Trustee of any financial assistance for purchase of any of its shares;
- 11.2.10 the approval of an arrangement for the sale of the Issuer Trustee's property during a members' voluntary winding up;
- 11.2.11 any provision for reserve liability capital;
- 11.2.12 the payment of any dividend;
- 11.2.13 the incorporation of any subsidiary of the Issuer Trustee;
- 11.2.14 the transfer of any material assets of the Issuer Trustee;
- 11.2.15 any decision to enter into a merger with another entity;
- 11.2.16 an application for judicial pre-insolvency hearings; and
- 11.2.17 any decision to list the Issuer Trustee on any recognised publicly traded stock exchange.

12. Covenants of the Issuer Trustee

The Issuer shall procure that the Issuer Trustee covenants in the Declaration of Trust that it shall not in its capacity as trustee under the Declaration of Trust:

- 12.1 do anything or carry out any activity not expressly permitted by its Memorandum and Articles of Association;
- 12.2 do anything or carry out any activity not expressly permitted by the Underlying Sukuk Documents;
- 12.3 redeem or purchase any of its shares or pay any dividend or make any other distribution to its shareholders (excluding, for the avoidance of doubt, any consideration payable by the Issuer Trustee to the Issuer as contemplated by the Underlying Sukuk Documents and or the Sukuk Conditions);
- 12.4 use the proceeds of Sukuk Subscription Proceeds for any purpose other than as stated in the Underlying Sukuk Documents;
- 12.5 put to its directors or shareholders any resolution to appoint any liquidator, for its winding-up or any resolution for the commencement of any other bankruptcy or insolvency proceeding with respect to it;
- 12.6 enter into any contract, transaction, amendment, obligation or liability that may be

EXTRACT OF THE PROGRAMME TRUST DEED

detrimental to the interest of the Sukukholders;

- 12.7 co-mingle the Trust Assets with its assets or any other assets which it holds in trust for any Person other than the Sukukholders;
- 12.8 incur any indebtedness whatsoever, or give any guarantee in respect of any obligation of any Person or issue any securities (or rights, warrants or options) except, in all cases, as contemplated in the Underlying Sukuk Documents;
- 12.9 secure any of its present or future indebtedness for borrowed money by any lien, pledge, charge or other security interest with the Trust Assets; or
- 12.10 sell, lease, transfer, assign, participate, exchange or otherwise dispose of, or pledge, mortgage, hypothecate or otherwise encumber (by security interest, lien (statutory or otherwise), grant preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever or otherwise) (or permit such to occur or suffer such to exist), any part of (i) its title to the Trust Assets or any interest except pursuant to the Underlying Sukuk Documents or (ii) its interests in any of the Sukukholders.

13. Creation of Additional Series

- 13.1 Subject to Clause 5.2, the Issuer shall be at liberty from time to time without the consent of the Instrument holders, to create and issue additional Series pursuant to the Programme either: (i) ranking *pari passu* in all respects (except for the first Coupon Payment Date, Periodic Distribution Date, issue price, issue dates and Principal amount) with outstanding Series, or (ii) upon such terms as to ranking, coupon, conversion, redemption and otherwise as the Issuer may at the time of issue determine. For the avoidance of doubt, any further issuance of Instruments may have the same terms and conditions as the Instruments of any Series (except for the amount and date of the first payment of Coupon, Periodic Distribution Amount, issue price, Issue Dates and Principal amount) so that the same shall be consolidated and form a single class with the outstanding Instruments of a particular Series.
- 13.2 Any Series created pursuant to the provisions of Clause 13.1 shall be constituted by a trust deed supplemental to this Deed ("a Series Trust Deed"). In any such case the Issuer, may make such consequential modifications to this Deed as the Trustees shall require in order to give effect to such issue of a Series.
- 13.3 The Trustees shall hold the benefit of the payment obligations of the Issuer in trust for the Instrument holders of a Series in accordance with the terms and conditions of the applicable Series Trust Deed.
- 13.4 Every Series Trust Deed as well as counterparts of this Deed shall be executed by the Issuer, and the Trustees and a memorandum of any Series Trust Deed shall be attached to this Deed and any counterparts of the same.
- 13.5 A memorandum of every Series Trust Deed shall be endorsed by the Trustees on this Deed and by the Issuer on counterparts of this Deed.
- 13.6 The provisions of this Deed except as otherwise varied in the relevant Series Trust Deed shall be incorporated by reference in the Series Trust Deed relating to any Series created pursuant to this Deed.

14. Representations and Warranties

Representations and Warranties of the Issuer

- 14.1 The Issuer hereby undertakes, represents and warrants to the Trustees that, as of the date of this Deed and to the Trustees (for themselves and in trust for the Instrument holders) of the relevant Series as at the Issue Date of any Series that:
- 14.1.1 it is a public limited liability company duly incorporated under the laws of Nigeria and has full power and authority to issue the Instruments;
 - 14.1.2 it will give full effect to the Instruments when issued as provided under the Issue Documents;
 - 14.1.3 it has obtained all government licences, authorisations, registrations, consents and approvals, to enter into, execute, deliver and perform its obligations under the Issue Documents;
 - 14.1.4 its execution and delivery of the Issue Documents and its performance of this Deed:
 - a) have been duly authorised by all necessary corporate action;
 - b) will not contravene any Applicable Law;
 - c) will not contravene or constitute a default under any contractual obligation, judgment, injunction, order or decree binding upon it or its assets; and
 - d) will not contravene other agreements and any of the provisions of the Issuer's constitution documents;
 - 14.1.5 each of the documents required to be executed and delivered in connection with the issue of the Instruments has been or will be duly executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it (subject to corporate insolvency and similar exceptions) in accordance with its terms;
 - 14.1.6 it is in material compliance with all Applicable Laws including those in relation to its obligations under the Programme;
 - 14.1.7 the Issuer has no right of immunity on the ground of sovereignty or otherwise, from any jurisdiction, attachment (before or after judgment) or execution in respect of any action or proceeding relating in any way to the Issue Documents that may be brought in the courts of the Federal Republic of Nigeria or any relevant jurisdiction and where any such right is conveyed while the Instruments are outstanding, the Issuer hereby waives such right;
 - 14.1.8 the obligations of the Issuer under the Issue Documents are direct, general and unconditional obligations of the Issuer and rank pari passu with all other present and future unsecured Financial Indebtedness of the Issuer;
 - 14.1.9 it is able to pay its debts as they fall due and has not suspended making payments on any of its debts or, by reason of actual financial difficulties, commenced negotiations with one or more of its creditors with a view to rescheduling any of its Financial Indebtedness;

14.1.10 the value of its assets is not less than its actual liabilities; and

14.1.11 except as may be otherwise disclosed in the Shelf Prospectus, no litigation, arbitration or administrative proceedings before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect has (to the best of its knowledge and belief) been commenced or threatened against it.

Warranties of the Issuer Trustee

14.2 The Issuer warrants that the warranties in Clause 14.1 shall be applicable to it and any special purpose vehicle established as the Issuer Trustee, and that these warranties in Clause 14.1 shall be adopted by the Issuer Trustee in the Declaration of Trust for the applicable Series of Sukuks.

Representations and Warranties of the Trustees

14.3 Each of the Trustees undertake, represent and warrant to the Issuer that, as of the date of this Deed and as at the Issue Date of any Series of the Instruments:

14.3.1 it is a company duly registered under the laws of the Federal Republic of Nigeria;

14.3.2 it is duly registered and authorised by the Commission to act as a Trustee in connection with capital market transactions;

14.3.3 it has the full power, consent and authority to enter into this Deed, exercise its rights and perform its obligations under this Deed, and such authorisations and consents are in full force and effect;

14.3.4 it has the resources, capacity and expertise to act on behalf of the Instrument holders with regard to every issue of Instruments under the Programme and it shall comply with the provisions of the ISA, the SEC Rules, the Trustees Investment Act, this Deed and the relevant Series Trust Deeds in the performance of its obligations;

14.3.5 the obligations expressed to be assumed by it under this Deed are legal and valid obligations binding on it in accordance with their terms;

14.3.6 it shall provide any information that the Commission or the Issuer may require in connection with its obligations to act on behalf of the Instrument holders;

14.3.7 it shall not allow any conflicts to occur between its obligations in connection with the Instruments and its commercial interests;

14.3.8 it does not have any subsisting and undisclosed fiduciary relationship with the Issuer; and

14.3.9 it shall comply with its obligations under this Deed and the terms and conditions specified in this Deed.

15. Enforcement

- 15.1 The rights and duties of the Trustees and Instrument holders in respect of recovery of amounts owing on the Bonds and the Coupons are set out in Condition 15 (Events of Default) of the First Schedule.
- 15.2 The rights of the Trustees and Sukukholders in respect of the recovery of amounts owing on the Sukuks and the Periodic Distribution Amount are set out in Condition 13 (Sukuk Dissolution Events) of the Fourth Schedule.

16. Trust of Receipts

- 16.1 All monies received by the Trustees under this Deed shall be held by the Trustees (subject to the payment of any money having priority to the instruments) upon trust to apply such funds for the following purposes and in the following order of priority:
- 16.1.1 costs, charges, expenses and liabilities incurred, and payments made in or about the execution of the trusts of this Deed including all expenses payable to the Trustees with interest on such sums as provided in Clause 16.1.3 of this Deed;
 - 16.1.2 any sum due or owing upon the Bonds (other than the principal sum) *pari passu* and without preference or priority; and
 - 16.1.3 the principal sum owing upon the Instruments *pari passu* and without preference or priority.
 - 16.1.4 The surplus (if any) shall be paid to the Issuer or to the person or persons entitled to such surplus.
- 16.2 If the Trustees holds any moneys in respect of the Instruments which have become void, or in respect of which claims have become prescribed, the Trustees shall apply them in accordance with the order of payment set out above.
- 16.3 The Issuer shall pay to the Trustees, their attorneys, agents or other person appointed in writing by the Trustees pursuant to this Deed, as and when due, every sum of money which shall from time to time be payable to any such person under any provisions of this Deed. The Issuer will on written demand in accordance with the agreed notice period, pay and satisfy or obtain the release of such person from any liabilities incurred by him pursuant to this Deed.
- 16.4 The Issuer shall procure the Issuer Trustee to pay to the Trustees, their attorneys, agents or other person appointed in writing by the Trustees pursuant to this Deed, as and when due, every sum of money which shall from time to time be payable to any such person under any provisions of this Deed. The Issuer Trustee will on written demand in accordance with the agreed notice period, pay and satisfy or obtain the release of such person from any liabilities incurred by him pursuant to this Deed.

17. Payment of Principal, Payment Distribution Amount, Coupon and Premium

- 17.1 Payment of principal, Payment Distribution Amount, Coupon and premium (if any) for the time being owing or due on all or any part of the Instruments will be credited electronically to the nominated bank account of the Instrument holder made available to the Registrar, for this purpose (or in the case of joint registered Instrument holders, by the joint Instrument holders).

Provided that where an Instrument holder has not nominated any bank account, the Trustees will notify the Instrument holder and pending the time the Instrument holder provides the account details, the Trustees will withhold payment of such amount. For the avoidance of doubt, no interest shall accrue on the Coupon from the Coupon Payment Date to the date on which the Instrument holder provides the account details.

- 17.2 Without prejudice to the provisions of the Final Terms, the receipt by each Instrument holder or in the case of joint Instrument holders by any one of such joint Instrument holders of any principal or coupon payable in respect of Instrument(s) held by such Instrument holder or joint Instrument holders shall constitute a discharge of the payment obligations of the Issuer to pay such Principal, Payment Distribution Amount or Coupon.

18 **Trustees to act on Instructions of Instrument holder**

The Trustees are not bound to take any proceedings or any other action in relation to this Deed, the Instruments or any documents executed pursuant to the Deed or any of the other Issue Documents to which the Trustees are parties unless:

- 18.1 it is so directed by a Special Resolution of the Instrument holders;
- 18.2 it is requested to do so in writing by the Majority Instrument holders; or
- 18.3 in either case, the Trustees (and every attorney, delegate, manager, agent or other person appointed by the Trustees) shall be entitled to be indemnified by the Instrument holders and or secured to their satisfaction in respect of all liabilities, proceedings, claims, demands, costs, charges and expenses to which the Trustees may become liable or which may be incurred by them (or any of the above-mentioned parties so appointed by the Trustees) in connection with this Deed, provided that the Trustees shall not be held liable for the consequences of taking any such action.

19 **Exclusive Right of the Trustees**

- 19.1 None of the Instrument holders shall have any independent power to enforce any right or to exercise any rights, discretions or powers or to grant any consents or releases under or pursuant to any of the Issue Documents.
- 19.2 No Instrument holder shall be entitled to proceed directly against the Issuer to enforce any of the provisions of this Deed or any Series Trust Deed or for any remedy (whether by way of action, petition, arbitration or otherwise howsoever) for the recovery of any payment of principal, Period Distribution Amount or Coupon on the Instruments, unless the Trustees, having become bound to take proceedings in accordance with this Deed or any Series Trust Deed, fail to so take such proceedings within thirty (30) Business Days of having become bound to do so, or notify the Instrument holder in writing of their refusal to do so, in which case the Instrument holder may:
- 19.2.1 on giving an indemnity satisfactory to the Trustees, shall in the name of the Trustees, take such proceedings in a representative capacity on behalf of himself and, where authorised, other Instrument holders of not less than 10 per cent (10%) of the principal amount of the Instruments of such Series, for the

recovery of the payments due on the Instruments; or

- 19.2.2 take such proceedings in his name for the recovery only of his own portion of the Instruments, against the Issuer to the same extent that the Trustees would have been entitled to do so in respect of the Instruments held by such Instrument holder.^[11]_[SEP]

20 **Powers, Covenants and Indemnities of the Trustees**

- 20.1 Subject to the provisions of this Deed, the Trustees shall enjoy all powers, reliefs and indemnities granted to it, and perform the obligations imposed on them pursuant to the Trustees Investment Act and all Applicable Laws for the time being in force.
- 20.2 The Trustees shall have the power to do any act in accordance with this Deed, the relevant Series Trust Deed, the ISA, the SEC Rules and any Applicable Law which shall be on behalf of and for the benefit of the Instrument holders.

Covenants of the Trustees

20.3 The Trustees shall:

- 20.3.1 act in accordance with the provisions of this Deed, the relevant Series Trust Deed, the ISA, the SEC Rules, the Trustees Investment Act and any Applicable Laws and safeguard the rights of the Instrument holders for the Issuer's obligations under the Programme;
- 20.3.2 summon as and when necessary, meetings of all Instrument holders of a Series, where necessary matters and business will be presented to and determined by the Instrument holders;
- 20.3.3 act honestly, prudently and in good faith in the performance of their duties and shall exercise all due care, skill, diligence, and vigilance in carrying out their functions and duties as Trustees and in safeguarding the rights and interests of the Instrument holders; and
- 20.3.4 not enter into contracts or other arrangements that would amount to a conflict of interest in the performance of their obligations under this Deed, or any other customary obligations of a trustee. In the event the Trustees and the Issuer fail to agree on what constitutes a conflict of interest as contemplated by this Deed, such matters shall be determined by a person acting as an expert and not as an arbitrator selected by the Trustees and approved by the Issuer, or failing such approval, nominated (on the application of the Trustees and Issuer) by the Director General for the time being of the SEC (the expenses involved in such nomination and the fees of such person being payable by the Issuer) and the determination of any such person shall be final and binding upon the Trustees and the Issuer.

20.4 The Trustees shall apply the sums credited to the Payment Account by the Issuer towards the payments of Coupon, Payment Distribution Amount and Principal in respect of the respective Instruments, and in accordance with the Conditions, this Deed and the relevant Series Trust Deed, and for so long as the Instruments are evidenced by records confirmed by the Registrar.

20.5 The Trustees shall not make any payment for any Payment Distribution Amount,

EXTRACT OF THE PROGRAMME TRUST DEED

Coupon or Principal due on any Series in an amount which is greater than the amount of Coupon or Payment Distribution Amount or Principal payable in accordance with the Conditions in respect of such Series.

- 20.6 The Trustees acknowledge that the assets attributable to the Instruments constituted under this Trust Deed shall be clearly identified, effectively segregated and ring-fenced from the assets of the Trustees or any other trust that is being administered by the Trustees. The Trustees further covenant that they shall not deal with any of the trust assets except in accordance with the provisions of this Trust Deed, relevant Series Trust Deed, the ISA and the SEC Rules.
- 20.7 The Trustees shall not be liable except for the performance of their duties as specifically set out in this Deed or as required under any Applicable Law or regulation which applies to the Trustees.
- 20.8 The Trustees shall make copies of this Deed and the latest consolidated audited financial statements of the Issuer available for inspection by Instrument holders between the hours of 10:00am and 4:00pm on any Business Day, at its specified office.
- 20.9 The duties and obligations of the Trustees shall be determined solely by the express provisions of this Deed, and no implied powers, duties or obligations of the Trustees, except as provided by the ISA, the SEC Rules or any other Applicable Law shall be construed into this Deed.

Powers of the Trustees

- 20.10 Upon the occurrence of an Event of Default or Sukuk Dissolution Event, the Trustees shall, subject to the provisions of this Deed, exercise such rights and utilise such powers vested in them under this Deed, the ISA and the SEC Rules, and shall use the required degree of care and skill in the exercise of their duties.
- 20.11 The Trustees shall have no duty, responsibility or obligation for the issuance of Instruments or for the validity or exactness of the same, or of any documents relating to such issuance.
- 20.12 The Trustees shall have no duty, responsibility or obligation for the payment of Instruments, except in accordance with the terms and provisions of this Deed or any Series Trust Deed.
- 20.13 The Trustees shall not be required to expend, or risk their own funds, or otherwise incur any liability, or suffer any charge on their property in relation to the performance of their duties, or in the event of the failure of the Issuer to perform any of its obligations in respect of the issue of the Instruments or in any manner whatsoever, or in the exercise of their rights or powers as Trustees, except where such liability arises from negligence, default and or misconduct of the Trustees.
- 20.14 Notwithstanding any other provisions of this Deed, the Trustees shall have no liability for: (a) an error of judgment made in good faith by any officer or employees, unless it shall be proved that the Trustees were negligent in ascertaining the pertinent facts and in such instance, any resulting liability shall be borne by the Trustees; or (b) an action taken or omitted to be taken by the Trustees in good faith in accordance with the lawful direction of the Majority Instrument holders.

20.15 The Trustees may accept a certificate from the Issuer that the entire Instrument has been redeemed, or relating to any matter primarily within the knowledge of the Issuer as sufficient evidence of such matter, and any such certificate shall be a complete protection to the Trustees acting upon such certificate.

20.16 It is hereby expressly agreed and declared as follows:

20.16.1 the Trustees may in relation to this Deed, act on the opinion or advice of, or any information from any professional adviser(s), including solicitor, valuer, surveyor, broker, auctioneer, accountant, or other expert, whether obtained by the Issuer or by the Trustees, and shall not be responsible for any loss occasioned by so acting, provided that: (i) they have used their best efforts to ensure that such persons are competent; (ii) they have exercised due care and diligence in the selection of such professional adviser(s); and any such advice, opinion or information may be obtained or sent by letter or electronic mail, and the Trustees shall not be liable for acting on any advice, opinion or information purporting to be so conveyed. Provided that the Issuer shall bear the fees and reasonable costs and expenses incurred by the Trustees in the appointment of any solicitor, valuer, surveyor, broker, auctioneer, accountant or any other agent, expert or professional in respect of the trust, and agreed in advance in writing by the Issuer. The Issuer hereby agrees to pay to the Trustees such fees and expenses within fifteen (15) Business Days on a full indemnity basis, together with any VAT or similar tax payable in connection with the engagement of any such agent, expert or professional upon receipt of the Trustees's written request;

20.16.2 the Trustees shall not be bound to give notice to any person or persons of the execution of this Deed or Series Trust Deed or of any acts or deeds made or done by virtue of this Deed or to see to the registration of this Deed or Series Trust Deed in any registry or to any other formalities (except to the due execution by it of this Deed);

20.16.3 except as otherwise provided, the Trustees shall not be bound to take any steps to ascertain whether any event has happened upon the occurrence of which the Instrument may be declared immediately repayable;

20.16.4 except as otherwise expressly provided, the Trustees in the exercise of all trusts, powers, authorities and discretions vested in them and in the absence of fraud, negligence, or misconduct, shall not be responsible for any loss, costs, damages, expenses or inconvenience that may result from the exercise or non-exercise of its powers, and in particular, the Trustees shall not be bound to act at the request or discretion of the Instrument holders under any provision of this Deed unless the Trustees shall first be indemnified to their satisfaction by the Instrument holders against all costs, charges, expenses and liability which may be incurred in complying with such request or discretion;

20.16.5 the Trustees shall not be responsible for the monies subscribed by applicants for the Instruments;

20.16.6 the Trustees shall be at liberty to accept:

a) a certificate signed by any two (2) Directors of the Issuer as to any fact or matter

EXTRACT OF THE PROGRAMME TRUST DEED

on which the Trustees may need or wish to be satisfied as sufficient evidence of such fact; and

- b) the Trustees shall not be bound in such case to call for further evidence or be responsible for any loss that may be occasioned by its failing to do so or by its acting on any such certificate;

20.16.7 the Trustees shall not be responsible for having acted upon any resolution purporting to have been passed at any meeting of the Instrument holders where minutes have been made and signed, even though it is subsequently found that there was some defect in the constitution of the meeting or the passing of the resolution with the effect that the resolution was not valid or binding upon the Instrument holders, except where the Trustees had knowledge of such defect prior to taking such action;

20.16.8 the Trustees shall not be bound to declare any Series immediately repayable or to take any steps to enforce payment or any of the provisions of this Deed unless and until, in any of such cases, the Trustees are required to do so in writing by Majority Instrument holders or by a Special Resolution passed at a duly convened meeting of the Instrument holders; provided that the Trustees shall in any case inform the Instrument holders of the happening of any Event of Default that comes to their knowledge;

20.16.9 without prejudice to the right of indemnity conferred by law on the Trustees, the Trustees and every attorney, agent or other person appointed by them pursuant to this Deed, shall be entitled to be indemnified by the Issuer in respect of all liabilities and reasonable expenses incurred by the Trustees in the execution or purported execution of the powers and trusts or of any powers, authorities or discretions vested in the Trustees pursuant to this Deed; provided that the Trustees, their attorneys, agents or other person appointed by the Trustees has not acted negligently or in default of its powers, duty and obligations, and the Trustees may retain and pay out of any monies in their hands upon the trusts of these, the amount of any such liabilities and expenses and also the remuneration of the Trustees; and

20.16.10 the Trustees shall not be liable for anything except only a breach of trust committed by them, provided nevertheless that nothing contained in this Clause 20 shall exempt the Trustees from indemnifying the Issuer or Instrument holders against any liability for negligence or breach of trust where the Trustees fail to show the degree of care and diligence required of them, having regard to the provisions of this Deed and any Applicable Law conferring on them powers, authorities or discretions.

20.17 *Power to Delegate or Appoint Agents*

20.17.1 Instead of acting personally, the Trustees may employ and pay an agent (whether a solicitor or other professional person), to transact or conduct or carryout all acts required to be done by the Trustees, including the receipt and payment of money, in connection with this Deed, provided however, that the Trustees shall not delegate any of their powers to an agent before seeking the prior approval of the Issuer and notifying the Commission of such delegation.

20.17.2 It is hereby agreed that, for the purpose of liability, where the Trustees

appoint:

- a) professional adviser(s), they will not be liable for the acts or omissions of such professional advisers provided that the Trustees exercised due care and diligence in the selection of such professional adviser(s);
- b) agents and have delegated their trust powers and functions to agent(s), the Trustees will be liable for the acts and omissions of such agent(s).

20.18 *Dealings with the Issuer and its Securities*

20.18.1 Subject to the provisions of the ISA, and Section 213 of CAMA, the Trustees under this Deed shall be at liberty in the ordinary course of their business, and every director, other officer or servant of the Trustees shall be at liberty to enter into contracts, transactions or arrangements with or hold any office for profit under the Issuer or any Affiliate of the Issuer and to hold, purchase, sell, underwrite or otherwise deal with any other bonds, stocks, shares, debenture stock, debentures or any other securities and other obligations of the Issuer or of any such Affiliate and to act as Trustees of any other securities or obligations of the Issuer or of any such Affiliate, without being accountable for any receipt, profits, interest charges, commissions, fees or other remuneration arising from such actions.

20.18.2 Without prejudice to the generality of sub-clause 20.18.1, it is expressly declared that such contracts, transactions or arrangements may include:

- a) any contract for the purchase or leasing to the Trustees of the whole or any part of the property of the Issuer, or of any property or assets formerly included in such property of the Issuer; or any contract for the sale or leasing by the Trustees of any property or assets on the basis that such property or assets will become part of the property of the Issuer or will be paid for out of capital money or exchanged for all or part of the property of the Issuer or otherwise; or any other dealing with or in relation to property or assets subject to the trusts of this Deed whether similar to those contracts or not;
- b) any contract, transaction or arrangement for or in relation to the placing, underwriting, purchasing, subscribing for or dealing with or lending money upon any other bond, shares, debenture stock, debentures or other securities of the Issuer or an Affiliate or any contracts of insurance with the Issuer or any of its subsidiaries; and
- c) any of the Trustees acting as Trustee of any other trust constituting or securing any other securities or obligations of the Issuer or its Affiliates.

20.18.3 The Trustees shall not be accountable to the Issuer, or any of its Affiliates or to the Instrument holders for any profits or benefits resulting or arising from any contract, transaction or arrangement as is mentioned in this clause and the Trustees shall also be at liberty to retain for its own benefit and shall be in no way accountable to the Issuer, or any Affiliate or to the Instrument holder for any benefits or profits or any fees, commissions, discount or share of brokerage paid to it by bankers, brokers or other parties in relation to or otherwise arising out of any contract, transaction or arrangement (including any dealing with the Instrument or the property of the Issuer) permitted by or effected under or in connection with this Deed.

20.19 *Authorisation of the Trustees*

Each Instrument holder authorises the Trustees (whether or not by or through employees or agents):

20.19.1 to exercise such rights, remedies, powers and discretions which are specifically delegated to or conferred upon the Trustees by this Deed together with such powers and discretions as are reasonably incidental to the powers; and

20.19.2 to take such action on its behalf as may from time to time be authorised under or in accordance with this Deed.

20.20 *Trustees's Authority to Execute Documents*

20.20.1 The Trustees are authorised to enter into and execute any further document(s), which is required to be executed by the Trustees with respect to the Programme

20.20.2 In each and every case, the Trustees agrees to hold the rights and benefits created under this Deed for the benefit of the Instrument holders in the manner contemplated by this Deed.

20.21 *Authorised Investments*

20.21.1 Subject to the provisions of each Series Trust Deed, any monies standing to the credit of the Payment Account may, at the discretion of the Trustees, be invested by the Trustees in Permitted Investments, PROVIDED that the maturity date or date on which such Permitted Investments are to be redeemed, shall be prior to the date on which such funds are required for the purposes of Coupon, Periodic Distribution Amount or Principal repayments, as the case may be.

20.21.2 All interest and other income deriving from such Permitted Investments above shall also be applied in payment or satisfaction of all amounts then due and payable under this Deed and the applicable Series Trust Deed. Subject to the selection criteria, if any bank selected is a subsidiary, holding or associated company of the Trustees, it need only account for an amount of interest equal to the amount of interest which would, at then current rates, be payable by it on similar deposits by such bank's other customers which it deals with on an arm's length basis.

20.21.3 Notwithstanding the provisions of Clause 20.20.1, if at any time prior to the date specified in a Series Trust Deed, the Issuer redeems or purchases any Instrument under the provisions of this Deed or the Issuer funds the Payment Account in excess for whatever reason, the Trustees shall remit to the Issuer such monies received from the Issuer for the credit of the Payment Account which are over and above the amount necessary to make the relevant Coupon payments, Periodic Distribution Amount payments and Principal redemptions, at par. PROVIDED THAT, the Trustees in their absolute discretion may withhold such sums as deemed necessary to maintain a cushion against coupon fluctuations as it relates to floating rate Instruments.

20.22 *Covenant of Compliance*

The Trustees covenant with the Issuer that they shall comply with and perform all the provisions of this Deed which are binding on them. The Trustees are however not obliged to monitor compliance of the Issuer with the Conditions.

20.23 *Trustees's Indemnity*

Nothing in this Deed shall, in any case in which the Trustees have failed to show the degree of care and diligence required of them as Trustees, exempt the Trustees from indemnifying the Issuer or Instrument holders who have suffered any loss as a result of the negligence of the Trustees, their agents, attorneys or appointees in relation to their duties under this Deed.

21 **Appointment of the Registrar**

The Registrar shall be appointed by the Issuer but shall be responsible to the Trustees.

The Register

21.1 The Registrar shall at all times keep in its designated office in Lagos for the time being or at such other place in Nigeria, and in such other format as the Trustees may approve, an accurate Register showing the amount of the Instruments for the time being issued and fully paid; the date of registration and all subsequent transfers or changes of ownership; the name and address and any other necessary description of each Instrument holder and any person deriving title under him/it, the number of Instruments held by each Instrument holder; such information to be obtained by the Registrar. The Registrar shall also keep electronic copies of the Register and shall provide the same to the Trustees or upon request by an Instrument holder.

21.2 The Trustees and the Instrument holders or any of them and any persons authorised in writing by any of them shall be at liberty to inspect the Register and to take copies of and extracts from the same or any part between the hours of 8.00am and 4.00pm on a Business Day. Provided that Instrument holders shall only be entitled to information in relation to the Instruments which they own. The Register may be closed at such times and for such periods as the Registrar may from time to time determine, provided that it shall not be closed for more than an aggregate of thirty (30) days in any year.

21.3 The Registrar shall maintain and update the Register until such time when all outstanding Instruments have been fully redeemed and the Issuer's liability has been discharged. The Registrar shall provide details of the Register to the Trustees on a quarterly basis during the period in which the Instruments are outstanding.

21.4 Only Instrument holders whose names appear in the Register at the relevant record date for any payment shall be entitled to receive any payments of Principal and Coupon, Periodic Distribution Amounts or premium due on the Instruments.

21.5 The Registrar shall provide the Trustees with evidence of any payments to the instrument holders.

22 Purchase of Instruments by the Issuer

The Issuer may at any time and from time to time purchase any part of the Instruments through the market or by tender (available to all Instrument holders alike) but not otherwise. Any Instruments so purchased will be cancelled and will not be available for re-issue.

23 Remuneration of Trustees

23.1 During the continuance of the Trust and until the Trust is determined, the Issuer shall pay the Trustees a mutually agreed sign-on fee and an annual Trustees fee for each Series or Tranche for their services as Trustees, such remuneration to be at such rate and to be paid on such dates as may from time to time be agreed between the Issuer and the Trustees, and the Trustees' remuneration shall be subject to the limit imposed by the SEC as documented in an engagement letter executed between the Trustees and the Issuer.

23.2 The remuneration in the engagement letter referred to in Clause 23.1 may be reviewed from time to time, by the mutual agreement of the Parties.

23.3 The Trustees shall be reimbursed for all invoiced costs, charges and expenses reasonably incurred by the Trustees in connection with the performance of their duties under this Deed. The Trustees shall however not incur any expenses in excess of the aggregate sum of ₦250,000.00 (Two Hundred and Fifty Thousand Naira) in any one calendar year, without the Issuer's prior written approval, unless such expense is incurred for the purposes of enforcing the provisions of this Deed against the Issuer upon the occurrence of an Event of Default, in which case such consent shall not be required.

23.4 Where the occurrence of an Event of Default or a Potential Event of Default requires, or where the Trustees consider it necessary or expedient or is requested by the Obligor to undertake duties which the Trustees consider to be of an exceptional nature or otherwise outside the scope of the normal duties of the Trustees under this Deed, the Issuer shall pay to the Trustees such additional remuneration as shall be agreed between them in a separate fee letter.

23.5 The Issuer shall in addition pay to the Trustees an amount equal to the amount of any VAT or similar tax chargeable in respect of the Trustees's remuneration under this Deed, provided that it is understood that the Issuer, where so empowered by law, may deduct applicable withholding tax from all remuneration referred to in this Clause 23 and remit the same to the relevant tax authority.

23.6 All amounts payable under this Clause 23 shall be payable by the Issuer within twenty-one (21) Business Days from the date of the written demand by the Trustees.

24 Exit and Entry of the Trustees

24.1 *Appointment of a Trustees*

24.1.1 For as long as any Instrument is outstanding, the Issuer is vested with the power, subject to the notification and approval of the Commission, to appoint a new Trustee (up to a maximum of two (2) Trustees acting jointly), provided that such appointment must have been approved by an Ordinary

EXTRACT OF THE PROGRAMME TRUST DEED

Resolution of the Instrument holders present at a meeting duly called for such purpose.

24.1.2 Every successor Trustee shall execute, acknowledge and deliver to its predecessor and to the Issuer an instrument in writing accepting such appointment under this Agreement, and such successor Trustee shall subsequently become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor. The successor Trustee shall execute a Deed of Accession in or substantially in the form set out in the Third Schedule (Form of Deed of Accession) to this Deed.

24.2 *Compulsory Retirement of a Trustees*

Any of the Trustees shall be required to retire from its position as a trustee in the event of any of the following happening:

24.2.1 except for voluntary liquidation for the purpose of amalgamation or reconstruction, if the Trustee goes into liquidation, or if a receiver is appointed over the undertaking of the Trustee, or if a public authority shall take over the undertaking of the Trustee or any substantial part of it; or

24.2.2 if any of the Trustees has been fraudulent or has acted with misconduct in the performance of its duties under this Deed; and if for good and sufficient reason the Issuer is of the opinion that a change of such Trustee is desirable in the interest of the Instrument holders and notifies the Trustee in writing accordingly;

24.3 In the event of the occurrence of any of the events stipulated in Clause 24.2, the Trustee's retirement shall take effect immediately the Issuer appoints a new Trustee, provided that such appointment must have been approved by an Ordinary Resolution of the Instrument holders present at a meeting duly called for such purpose.

24.4 *Voluntary Retirement of a Trustees*

24.4.1 Any of the Trustees shall have the right to voluntarily retire upon giving the Issuer ninety (90) days written notice of its intention to do so.

24.4.2 Where there is no other subsisting Trustee at the time of such Trustee's retirement, the said retirement shall not take effect until the Issuer has, subject to the Commission's approval appointed a successor Trustee, and the Commission shall be promptly notified. In such event, the successor Trustee shall cause notice of its appointment to be issued to the existing Instrument holders. Such successor Trustee appointed by the Issuer shall be a company authorised to carry on trust business in Nigeria and duly registered with the SEC to provide corporate trust services, unless otherwise ordered by a court or regulatory body having competent jurisdiction, or unless otherwise required by law.

24.4.3 The Trustees shall not be responsible for any cost occasioned by their retirement, except for the cost of physically transferring all documents related to this Deed to a new Trustee, and the cost of notifying the Instrument holders of its resignation.

24.4.4 In the event of the retirement of any of the Trustees in accordance with this

EXTRACT OF THE PROGRAMME TRUST DEED

Clause 24, such Trustee shall immediately account for and deliver up all of the Assets to its appointed successor. In addition, each of the Trustees undertake to refund the unearned portion of the annual fees for the year that it voluntarily retires.

25 Indemnity Relating to Applications to the Court

The Issuer shall indemnify the Trustees in respect of all reasonable costs and expenses lawfully incurred by the Trustees in relation to or arising out of any application made to any court (either in Nigeria or any other country where any assets of the Issuer are situated) by the Trustees for themselves or on behalf of any of the Instrument holders for an order that the Trust may be carried out under the direction of the court or for an order of declaration relating to the administration of the Trust or the enforcement of the rights under this Deed or the construction of this Deed. Provided that the Issuer shall not indemnify the Trustees under this Clause 25, where the Trustees acted fraudulently, maliciously or negligently.

26 Power to Recoup Money Owed to the Trustees

26.1 Without prejudice to the right of indemnity by law given to Trustees, the Trustees shall be entitled to be indemnified by an Obligor in respect of:

26.1.1 all liabilities, costs, charges and expenses incurred by them in relation to this Deed or to the preparation and execution or purported execution of this Deed;

26.1.2 the performance of the Trusteeship duties in accordance with the provisions of this Deed; and

26.1.3 the exercise of any trusts powers or discretion vested in them pursuant to this Deed.

26.2 In priority to any payments to the Instrument holders, the Trustees may retain and pay out of any funds in their possession arising from the Trusts, all sums necessary to effect such indemnity and also the remuneration of the Trustees as provided in this Deed.

27 Modification of Terms of The Deed

27.1 Subject to the approval of the Commission, and without prejudice to the powers of the Instrument holders exercisable by a Special Resolution, the Trustees and Issuer may at any time without the sanction of a Special Resolution make any modification to this Deed as may be agreed between the Parties where the Trustees are of the opinion that such modification will not be materially prejudicial to the interests of the Instrument holders or that the modification is intended to correct a manifest error or omission, or that in their opinion, the modification is of a formal, minor or technical nature. Any such modification shall be binding on the Instrument holders and any such modification shall be notified by the Trustees to the Instrument holders as soon as possible.

27.2 The Issuer will not, without the prior written consent of the Trustees or a Special Resolution of the Instrument holders, agree to any amendments to, or any modification of, or waiver of, the terms of any outstanding Instruments and will act at all times in accordance with any instructions of the Trustees from time to time with respect to any outstanding Instruments. Any such amendment, modification, waiver or authorisation made with the consent of the Trustees shall be binding on the

Instrument holders, and unless the Trustees agree otherwise, any such amendment or modification shall be notified by the Issuer to the Instrument holders in accordance with Condition 16 (Notices) of the First Schedule and Condition 24 (Notices) of the Fourth Schedule.

No consolidation, modification, alteration or addition shall impose any further payment on the Instrument holders in respect of the Instruments held by them or any liability in connection with the Programme.

28 **Incorporation of Schedules**

The provisions contained in the Schedules to this Deed shall have full effect in the same manner as if they were in the body of this Deed. The powers conferred upon the Trustees in the Schedules shall be in addition to any powers, which may from time to time be vested on them by any Applicable Law or by the Instrument holders.

29 **Notice of Breach to the Commission**

The Trustees shall inform the Commission whenever it becomes necessary to enforce the terms of this Deed, and of any breach of the terms and conditions of the Deed, not later than ten (10) Business Days after the Trustees have actual knowledge of the breach.

30 **Compliance with the ISA**

The Trustees in exercise of the powers and discretions vested in them pursuant to this Deed shall comply with the provisions of the ISA.

31 **Notices**

- 31.1 All notices required to be given in connection with this Deed shall be in writing, either delivered by hand, pre-paid post or courier to the respective Parties registered address, or by dispatching the same by electronic mail transmission, provided that in the case of Instrument holders of any Series, any notice given by way of publication in two Nigerian national newspapers will suffice as sufficient notice.
- 31.2 Service shall be deemed to have been made at the time of actual receipt, except in the case of any electronic mail transmission sent after 4.30 pm, which shall be deemed to have been effected at 9.00 am on the next Business Day.
- 31.3 Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, preparing and posting a letter containing the notice.
- 31.4 Registered address means, in the case of a Instrument holder, an address supplied by him to the Registrar and contained in the Register for the giving of notices to him.
- 31.5 A notice may be given by the Trustees to the persons entitled to the interest of an Instrument holder in consequence of the death of such Instrument holder, by sending it to the address of the personal representatives of the deceased contained in the Register, but until such an address has been so supplied, by giving the notice in any manner in which the same might have been given if the death had not occurred.
- 31.6 All notices shall be effective when received at the addresses specified for the service by the relevant Party or as amended from time to time in writing as set out below:

For the Issuer:

Name: Gereg Power Plc

Address: 13, Walter Carrington Crescent, Victoria Island, Lagos State, Nigeria.

Attention: Akin Akinfemiwa

Telephone: +234 - 012802048 or 012802049

Email: info@geregupower.com

For the Trustees

Name: Vetiva Trustees Limited

Address: Plot 266B, Kofo Abayomi Street, Victoria Island, Lagos, Nigeria

Attention: The Managing Director

Phone: +234-01-2708227

Email: Trustees@vetiva.com

Name: FBNQuest Trustees Limited

Address: 16, Keffi Street, Ikoyi Lagos.

Attention: Head, Corporate Trust

Phone: +234 (1) 279 8300

Email: corporatetrust@fbnquest.com

Name: Meristem Trustees Limited

Address: No. 3, Norman Williams Street, Southwest Ikoyi, Lagos

Attention: **Damilola Hassan**

Phone: 08036139123

Email: damilolahassan@meristemng.com

Name: United Capital Trustees Limited

Address: 3rd Floor, Afriland Towers, 97/105 Broad Street, Lagos.

Attention: **Head, Trust Services**

Phone: 08133757092

Email: trustservices@unitedcapitalplcgroup.com

32 **Miscellaneous**

- 32.1 No failure or delay by the Trustees in exercising any right or remedy shall operate as a waiver of such right or remedy, nor shall any single or any partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy.
- 32.2 Each clause of this Deed is severable and distinct from the others and if at any time one clause is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining clauses shall not in any way be affected or impaired by such illegality or invalidity.
- 32.3 This Deed is subject to the provisions of the ISA, the SEC Rules, and the Trustees' Investment Act.

33 **Force Majeure**

Neither the Issuer, or the Trustees shall be liable to the other for failure or delay in the performance of a required obligation under this Deed, if such failure or delay is caused by a "Force Majeure" event. Provided that such Party gives prompt written notice of such

EXTRACT OF THE PROGRAMME TRUST DEED

condition, the steps being taken or proposed to be taken in relation to such event and resumes the performance of its obligations as soon as reasonably possible after the cessation of such condition; the said condition not extending beyond a period of thirty (30) days. Provided also that the other party is reasonably satisfied that such condition impedes the relevant party's ability to discharge its obligations under this Deed.

34 **Governing Law**

This Deed shall be governed by, and construed in accordance with laws of the Federal Republic of Nigeria.

35 **Dispute Resolution**

35.1 In the event of any dispute arising out of or in relation to this Deed, such dispute shall be communicated by any of the Parties involved in the dispute to the SEC within 5 (five) Business Days of the onset of the dispute.

35.2 The Parties shall endeavour to resolve the same by mutual consultation with each other, within ten (10) Business Days of the declaration in writing of the dispute.

35.3 Any dispute, which is not mutually resolved by the Parties in accordance with Clause 35.2 above, shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act Cap A18 Laws of the Federation of Nigeria 2004 or any statutory re-enactment or modification of the same.

35.4 The Arbitration Tribunal shall consist of three (3) Arbitrators, one appointed by the Trustees, a second appointed by the Issuer, and the third Arbitrator who shall preside over the Panel, shall be appointed by the two (2) Arbitrators so appointed. In the event that the two Arbitrators appointed by the Trustees and the Issuer respectively do not agree on the appointment of such third Arbitrator, or if the Trustees or the Issuer fail to appoint their respective Arbitrator within ten (10) Business Days after the declaration of a dispute, then such Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators UK (Nigeria Branch) on the application of any Party, and when appointed, the third Arbitrator shall convene an arbitrators meeting and act as Chairman at the same. The arbitral proceedings shall be held in Lagos, Nigeria, and shall be conducted in English language.

35.5 The arbitration rules and procedures and award shall be binding on the parties to the dispute. The cost of the arbitration shall be borne as determined by the arbitral award. Each Party shall however, bears its lawyer's fees.

35.6 The Arbitrators shall resolve the dispute within twenty-five (25) days after the exchange of pleadings by the Parties. In the event the Parties are not satisfied with the decision of the Arbitral Tribunal, the dispute shall be referred to the SEC for resolution.

35.7 Any Party aggrieved by the decision of the SEC, may then refer the matter to the Investment and Securities Tribunal established in accordance with the provisions of the ISA, for resolution.

36 **Assignments and Transfers**

36.1 The Trustees may assign or transfer any of their rights, interests or obligations under or in respect of this Deed to any successor as a Trustee, subject to the provisions of this

EXTRACT OF THE PROGRAMME TRUST DEED

Deed, provided that it gives the Issuer at least twenty (20) Business Days notification of such transfer.

36.2. The Issuer may not assign or transfer any of its rights, interests or obligations under or in respect of this Deed to any person, without the express written consent of the Trustees.

37 Counterparts

This Deed may be executed simultaneously in any number of counterparts, each of which shall be deemed to be an original, but all of which taken together, shall constitute one and the same instrument.

SELLING RESTRICTIONS, LISTING, CLEARING, SETTLEMENT AND TRANSFER OF INSTRUMENTS

SELLING RESTRICTIONS

The offering and sale of the Instruments is subject to all applicable laws and regulations of Nigeria. This Shelf Prospectus and the Instruments have been registered with and approved in writing by the SEC pursuant to the ISA and the SEC Rules.

Each Issuing House has agreed that, subject to the provisions of the ISA and the SEC Rules, it shall not communicate or cause to be communicated, any invitation or inducement to engage in the offer or sale of the Instruments to the public, without complying with all the applicable provisions of the ISA and the SEC Rules with respect to the marketing and issue of the Instruments in Nigeria.

None of the Issuer or the Issuing Houses represent that the Instruments may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

OFFICIAL LISTING ON A STOCK EXCHANGE

Instruments may be unlisted or listed on a recognized stock exchange such as the FMDQ, The Exchange and/or relevant stock exchanges. Each Series or Tranche may be admitted to the Daily Official List and to daily trading by The NGX separately, as and when issued, subject to the approval of the SEC and The NGX/FMDQ as may be applicable. As set out herein, this Shelf Prospectus and any supplement thereto will only be valid for the admission of the Instruments to the Daily Official List (and to trading on The Exchange/ FMDQ and/or any relevant stock exchange) in an aggregate nominal amount which when added to the aggregate nominal amount then outstanding of all Instruments previously or simultaneously issued under the Programme, does not exceed ₦100,000,000,000 (One Hundred Billion Naira) or its equivalent.

CLEARING SYSTEM AND SETTLEMENT

Each Series or Tranche of Instruments issued under the Programme shall be registered with a separate securities identification code with the CSD. All transactions in such Instruments shall be cleared and settled electronically in accordance with the rules and operating procedures of the CSD. Transactions will normally be effected for settlement not earlier than three (3) working days after the date of trade. Subject as aforesaid, each Series or Tranche of such Instruments will be issued, cleared and transferred in accordance with the Terms and Conditions and will be settled through authorised participants who will follow the electronic settlement procedures prescribed by the CSD. The CSD authorised participants include banks, securities brokers and dealers and other professional financial intermediaries.

The Issuer has no responsibility for the proper performance by the CSD or its authorised participants of their obligations under their respective rules and operating procedures

CASH SETTLEMENT

Parties to any transaction will be responsible for effecting the payment transfers either via Real Time Gross Settlement ("RTGS"), National Electronic Funds Transfer ("NEFT") or any other transfer mode agreed by the parties to the transaction and recognised by the CBN.

TRANSFER OF INSTRUMENTS

Transfer of beneficial interest in the Instruments will pass on transfer thereof by electronic book-entry in the securities accounts maintained by the CSD and may be transferred only in accordance with rules and operating procedures of the CSD.

CRITERIA FOR DETERMINING THE PRICE OF THE INSTRUMENTS

The price of an instrument is reflective of the prevailing yield environment, with current instrument interest or rental rates (as applicable) serving as basis for extrapolating the yield and the price of a newly issued instrument.

In relation to Instruments, the Sovereign benchmark, in this instance, the interest rate(s) or the rental rate on the Federal Government bonds and Sukuk, also serve as the reference rate for the determination of the interest rate on newly issued Bonds or the Sukuk; with the interest rate of new non-Sovereign bonds being at a discount, at par or at a premium to the Sovereign bonds.

Other factors that impact the determination of the price of an instrument include but are not limited to the tenor, credit rating and market liquidity.

FORM OF PRICING SUPPLEMENT FOR BONDS AND SUKUK

Set out below is the form of Pricing Supplement which will be prepared by the Issuer for each Series or Tranche of Bonds issued under the Programme:



GEREGU POWER PLC

RC: 672639

(A POWER GENERATION COMPANY INCORPORATED AS A PUBLIC LIMITED LIABILITY COMPANY IN THE FEDERAL REPUBLIC OF NIGERIA)

OFFER FOR SUBSCRIPTION OF

[●]

Series [●]: [●]-Year [●]%

[●] Notes Due [●]

Under a ₦100,000,000,000 Multi-Instrument Issuance Programme

Issue Price: [●] per unit

Payable in full on Application

Application List Opens: [●]

Application List Closes: [●]

This Pricing Supplement is prepared pursuant to Rules 279(3)(b) and 321 of the Rules and Regulations of the SEC, 2013 (as amended), the listing requirements of the FMDQ Securities Exchange Limited ("FMDQ") and the rules and regulations of The Nigerian Exchange Limited ("NGX") in connection with the issuance of ₦[.] Bonds under the ₦100,000,000,000 Multi-Instrument Issuance Programme established by Gereg Power PLC (the "Issuer" or "Gereg"). This Pricing Supplement is supplemental to and should be read in conjunction with the Shelf Prospectus, dated [.] 2022 as amended and/or supplemented from time to time. Any capitalised terms defined in the Shelf Prospectus have the same meaning when used in this Pricing Supplement except otherwise expressly stated. To the extent that there is any conflict or inconsistency between the contents of this Pricing Supplement and the Shelf Prospectus, the provisions of this Pricing Supplement shall prevail.

This Pricing Supplement may be used to offer and sell the Bonds only if accompanied by the Shelf Prospectus as amended and/or supplemented from time to time. A copy of this Pricing Supplement has been delivered to the Commission for registration. A copy of the Pricing Supplement will also be made available for download on the respective websites of the Commission (www.sec.gov.ng) and the Issuer (www.geregupowerplc.com), throughout its Validity Period. Copies of this Pricing Supplement and the Shelf Prospectus can be obtained at no cost at the offices of the Issuer and the Issuing Houses. [The Offer is open to High Net-worth Individuals and Qualified Institutional Investors].

The Instruments described herein are issued on and are subject to the Terms and Conditions contained in the Shelf Prospectus as amended and/or supplemented by the Terms and Conditions contained in this Pricing Supplement. The registration of the Shelf Prospectus and this Pricing Supplement shall not be taken to indicate that the Commission endorses or recommends the securities which forms the subject matter hereof or assumes responsibility for the correctness of any statements made or opinions or reports expressed in the Shelf Prospectus or this Pricing Supplement. No securities will be allotted or issued on the basis of the Shelf Prospectus read together with this Pricing Supplement/Supplementary Prospectus later than three years after the date of the issue of the Shelf Prospectus.

This Pricing Supplement contains particulars in compliance with the requirements of the Commission for the purpose of giving information with regard to the securities being issued hereunder (the "Instruments"). Application has been made to the FMDQ and The NGX for the admission of the Instruments to the Daily Quotations List and the Daily Official List, respectively. The Instruments qualify as a security in which Trustees may invest under the Trustees Investments Act Chapter T22, Laws of the Federation of Nigeria 2004.

All the Directors accept responsibility for the information contained in this Pricing Supplement and declare that having taken reasonable care to ensure that the information contained in this Pricing Supplement is, to the best of their knowledge, in accordance with the facts and does not omit anything likely to affect the import of such information and that save as disclosed herein, no other significant new factor, material mistake or inaccuracy relating to the information included in the Shelf Prospectus as amended and/or supplemented from time to time has arisen or has been noted, as the case may be, since the publication of the Shelf Prospectus as amended and/or supplemented from time to time. It is a civil wrong and a criminal offence under the ISA to issue a prospectus which contains false or misleading information. Investors are advised to note that liability for false or misleading statements or acts made in connection with this Pricing Supplement is provided for in sections 85 and 86 of the ISA.

INVESTORS MAY CONFIRM THE CLEARANCE OF THIS SHELF PROSPECTUS AND REGISTRATION OF THE SECURITIES ISSUED THEREUNDER WITH THE COMMISSION BY CONTACTING THE COMMISSION ON sec@sec.gov.ng OR +234(0)94621100 OR +234(0) 94621168.

This Pricing Supplement is dated [●]

FINAL TERMS OF THE SERIES [●] BONDS		
1.	Issuer	Geregu Power PLC
2.	Description of the Bonds:	[●] year [●]% [fixed rate senior unsecured] bonds due [●]
3.	Series Number:	[●]
4.	Tranche Number	[●]
5.	Specified Currency	[Nigerian Naira ("₦")]
6.	Aggregate Nominal	₦[●]
7.	Issue Price	[At par. ₦[●] per unit of the Bond]
8.	Net proceeds	₦[●]
9.	Minimum Participation Amount	Minimum of [₦10,000,000 (i.e. 10,000 units at ₦1,000 per unit) and multiples of ₦1,000] thereafter.
10.	Tenor	[●] years
11.	Allotment Date	[●]
12.	Issue Date	[●]
13.	Coupon Commencement Date	[Coupon shall accrue from the Issue date]
14.	Maturity Date	[●]
15.	Coupon Basis	[Semi-annual, fixed rate]
16.	Coupon Rate	[●]% p.a. payable [semi-annually in arrears].
17.	Principal Redemption Basis	[If not redeemed earlier in accordance with the redemption provisions in Condition [●] of the Series [●] Trust Deed, the Bonds shall be redeemed in full on the maturity date]
18.	Source of Repayment	[Issuer's general cash flow]
19.	Ranking	[The times rank pari passu and without any preference among themselves].
20.	Payment Undertaking	[N/A]
21.	Use of Proceeds	See page [●] of this Pricing Supplement
22.	Listing(s)	[Application for listing of the Bonds has been made to The NGX and/or the FMDQ]
Provisions Relating to Interest (If Any) Payable		
23.	Fixed Rate Note Provisions	

FORM OF PRICING SUPPLEMENT FOR BONDS AND SUKUK

	- Interest Rate:	[•]
	- Coupon Payment Date(s) /Payment Dates:	[•]
	- Interest Amount(s):	[•]
	- Business Day Convention:	[Following Business Day Convention/ Preceding Business Day Convention/ Modified Business Day]
	- Business Day:	Modified Business Day
	- Other terms relating to method of calculating interest for Fixed Rate Bonds:	[•]
24.	Floating Rate Note Provisions	[•] (if not delete the remaining sub-paragraphs of this paragraph)
	- Coupon Payment Date(s):	[•]
	- Reference Banks:	[•]
	- Spread (if applicable):	[•]
	- Party responsible for calculating interest rate and interest amount(s)	[•]
	- Relevant Time (if applicable):	[•]
	- Screen Rate Determination: <ul style="list-style-type: none"> • Benchmark: • Coupon Determination Dates(s): • Relevant Screen Page: 	Actual/Actual: Actual/360
	- Day Count Fraction	[•]
Provisions Relating to Redemption		
25.	Optional Early Redemption (Call Option):	[Applicable/Not Applicable]
26.	Optional Early Redemption (Put Option):	[Applicable/Not Applicable]
27.	Scheduled Redemption/Amortization:	[Applicable/Not Applicable]
28.	Redemption Amount(s):	[•]

FORM OF PRICING SUPPLEMENT FOR BONDS AND SUKUK

29.	Scheduled Redemption Dates:	[•]
30.	Final Redemption Amount:	[•]
General Provisions Applicable to the Bonds		
31.	Form of Bonds: Form of Dematerialized Bonds: Registrar:	Dematerialised Bonds [Registered/Certificate/Dematerialized] [•]
32.	Trustee(s):	[•]
33.	Record Date:	[•]
34.	Other terms or special conditions:	[•]
Distribution, Clearing and Settlement Provisions		
35.	Method of Distribution	[•]
36.	Underwriting	[At the instance of the Issuer, this Offer will [not]/[be] underwritten]
37.	Delivery	Delivery after payment following clearance by the Securities and Exchange Commission
38.	Clearing	[FMDQ Clear Limited and/or CSCS]
39.	Depository	[CSCS (Address: Stock Exchange House 2/4 Customs Street, Lagos, Nigeria) and/or FMDQ Depository Limited (53, Idowu Taylor Street, Victoria Island, Lagos)]
40.	Transfer Restrictions	[There are no restrictions in Nigeria on free transferability of the Bonds other than Rule 321 of the SEC Rules which limits sale to Qualified Institutional Investors and High Net-worth Investors.]
41.	Transfer	[Transfer of the Bonds shall be by book entries in securities accounts held by the transferor and transferee in the Depository in accordance with the procedures of the Depository or such alternative clearing system approved by the Issuer and the Trustees, and registration of the name of the transferee in the Bond Register in respect of the Bonds then held].
42.	Offer Period	See page [•] of this Pricing Supplement
General		
43.	Rating:	[•]
44.	Taxation:	[•]
45.	Governing Law	Nigeria
Appendices		

FORM OF PRICING SUPPLEMENT FOR BONDS AND SUKUK

46.	Appendices:	[List and Attach Appendices if applicable]
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Use of Proceeds

[Insert details of use of proceeds]

Material Adverse Change Statement

Except as disclosed in this document and in the Shelf Prospectus dated [●], there has been no significant change in the financial or trading position of the Issuer since *[insert date of last audited accounts or interim accounts (if later)]* and no material adverse change in the financial position or prospects of the Issuer since *[insert date of last published annual accounts]*.

Responsibility

The Issuer accepts responsibility for the information contained in this Pricing Supplement which, when read together with the Shelf Prospectus referred to above, contains all information that is material in the context of the issue of the Bonds.

FORM OF PRICING SUPPLEMENT FOR BONDS AND SUKUK

Set out below is the form of Pricing Supplement which will be prepared by the Issuer for each Series or Tranche of Sukuk issued under the Programme:



GEREGU POWER PLC

RC: 672639

(A POWER GENERATION COMPANY INCORPORATED AS A PUBLIC LIMITED LIABILITY COMPANY IN THE FEDERAL REPUBLIC OF NIGERIA)

OFFER FOR SUBSCRIPTION OF

[●]

Series [●]: [●]-Year [●]%

[●] Notes Due [●]

Under a ₦100,000,000,000 Multi-Instrument Issuance Programme

Issue Price: [●] per unit

Payable in full on Application

Application List Opens: [●]

Application List Closes: [●]

This Pricing Supplement is prepared pursuant to Rules 279(3)(b) and 321 of the Rules and Regulations of the SEC, 2013 (as amended), the listing requirements of the FMDQ Securities Exchange Limited ("FMDQ") and the rules and regulations of The Nigerian Exchange Limited ("NGX") in connection with the issuance of ₦[.] Sukuk under the ₦100,000,000,000 Multi-Instrument Issuance Programme established by Gereg Power PLC (the "Issuer" or "Gereg Power"). This Pricing Supplement is supplemental to and should be read in conjunction with the Shelf Prospectus, dated [.] 2022 as amended and/or supplemented from time to time. Any capitalised terms defined in the Shelf Prospectus have the same meaning when used in this Pricing Supplement except otherwise expressly stated. To the extent that there is any conflict or inconsistency between the contents of this Pricing Supplement and the Shelf Prospectus, the provisions of this Pricing Supplement shall prevail.

This Pricing Supplement may be used to offer and sell the Instruments only if accompanied by the Shelf Prospectus as amended and/or supplemented from time to time. A copy of this Pricing Supplement has been delivered to the Commission for registration. A copy of the Pricing Supplement will also be made available for download on the respective websites of the Commission (www.sec.gov.ng) and the Issuer (www.geregupowerplc.com), throughout its Validity Period. Copies of this Pricing Supplement and the Shelf Prospectus can be obtained at no cost at the offices of the Issuer and the Issuing Houses. [The Offer is open to High Net-worth Individuals and Qualified Institutional Investors].

The Instruments described herein are issued on and are subject to the Terms and Conditions contained in the Shelf Prospectus as amended and/or supplemented by the Terms and Conditions contained in this Pricing Supplement. The registration of the Shelf Prospectus and this Pricing Supplement shall not be taken to indicate that the Commission endorses or recommends the securities which forms the subject matter hereof or assumes responsibility for the correctness of any statements made or opinions or reports expressed in the Shelf Prospectus or this Pricing Supplement. No securities will be allotted or issued on the basis of the Shelf Prospectus read together with this Pricing Supplement/Supplementary Prospectus later than three years after the date of the issue of the Shelf Prospectus.

This Pricing Supplement contains particulars in compliance with the requirements of the Commission for the purpose of giving information with regard to the securities being issued hereunder (the "Instruments"). Application has been made to the FMDQ and The NGX for the admission of the Instruments to the Daily Quotations List and the Daily Official List, respectively. The Instruments qualify as a security in which Trustees may invest under the Trustees Investments Act Chapter T22, Laws of the Federation of Nigeria 2004.

All the Directors accept responsibility for the information contained in this Pricing Supplement and declare that having taken reasonable care to ensure that the information contained in this Pricing Supplement is, to the best of their knowledge, in accordance with the facts and does not omit anything likely to affect the import of such information and that save as disclosed herein, no other significant new factor, material mistake or inaccuracy relating to the information included in the Shelf Prospectus as amended and/or supplemented from time to time has arisen or has been noted, as the case may be, since the publication of the Shelf Prospectus as amended and/or supplemented from time to time. It is a civil wrong and a criminal offence under the ISA to issue a prospectus which contains false or misleading information. Investors are advised to note that liability for false or misleading statements or acts made in connection with this Pricing Supplement is provided for in sections 85 and 86 of the ISA.

INVESTORS MAY CONFIRM THE CLEARANCE OF THIS PROSPECTUS AND REGISTRATION OF THE SECURITIES ISSUED THEREUNDER WITH THE COMMISSION BY CONTACTING THE COMMISSION ON sec@sec.gov.ng OR +234(0)94621100 OR +234(0) 94621168.

This Pricing Supplement is dated [●]

FINAL TERMS OF THE SERIES [●] SUKUK		
1.	Issuer Trustee	[Geregu Power PLC]
	Originator/obligor	[Geregu Power PLC]
2.	Specified Currency	[Nigerian Naira ("₦")]
3.	Aggregate Face Amount	[●]
	- Series	[●]
	- Tranche	[●]
4.	Issue Price	[●]% of the Aggregate Face Amount
5.	Governing Law	The Sukuk will be governed by and construed in accordance with the laws of the Federal Republic of Nigeria as well as relevant sections in the Islamic law of commercial transactions (Mu'amalat)
6.	Specified Denominations	[●]
7.	Transfer	[●]
8.	Clearing	[FMDQ Clear Limited and/or CSCS]
9.	Depository	[CSCS (Address: Stock Exchange House 2/4 Customs Street, Lagos, Nigeria) or FMDQ Depository Limited (53, Idowu Taylor Street, Victoria Island, Lagos)]
10.	Calculation Amount	[●]
11.	Issue Date	[●]
12.	Profit Commencement Date	[●]
13.	Scheduled Dissolution Date	[●]
14.	Status	[●]
15.	Call Rights	[Not Applicable]/[Optional Dissolution Right]
16.	Ranking	[The Sukuk shall constitute direct, unconditional, senior, unsubordinated and unsecured obligations of the Issuer and shall at all times rank pari passu and without any preference among themselves].
17.	Dissolution Basis	Dissolution at par
18.	Change of Profit Basis	[[Specify the date when any fixed to floating rate change]/Not Applicable]
Provisions Relating to Interest (If Any) Payable		

FORM OF PRICING SUPPLEMENT FOR BONDS AND SUKUK

19.	Fixed Rate Note Provisions	
	- Profit Rate(s):	[●]% per annum, payable [annually/semi-annually/quarterly/monthly/[●]] in arrears on each Periodic Distribution Date
	- Periodic Distribution Date(s)	[[●] in each year up to and including the Scheduled Dissolution Date, commencing on [●]/[●]]
	- Fixed Amount(s)	[●] per Calculation Amount
	- Broken Amount(s)	[[●] per Calculation Amount, payable on the Periodic Distribution Date falling [in/on] [●]/Not Applicable]
	- Day Count Fraction	[●]
	- Determination Date(s)	[[●] in each year/Not Applicable]
	- Other terms relating to method of calculating interest for Fixed Rate Bonds:	[●]
20.	Floating Rate Note Provisions	[Applicable]/Not Applicable]
	- Specified Periodic Distribution Dates	[●] in each year, commencing on [●] [, subject to adjustment in accordance with the Business Day Convention set out in (d) below/, not subject to adjustment, as the Business Day Convention in (d) below is specified to be Not Applicable]
	- Periodic Distribution Period	[Not Applicable]/[●]
	- Profit Period Date	[Not Applicable]/[[●]]
	- Business Day Convention	[Floating Rate Business Day Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention] [Not Applicable]
	- Business Centre(s)	[●] [Not Applicable]
	- Manner in which the Profit Rate and the Periodic Distribution Amount are to be determined	[Screen Rate Determination/ISDA Determination]
	- Party responsible for calculating the Profit Rate and the Periodic Distribution Amount (if not the Paying Agent)	[[●]] (the " Calculation Agent ")
	- Screen Rate Determination	[Applicable]/[Not Applicable]
	- Reference Rate	[●] [per month]
	- Profit Rate Determination Date(s)	[●]
	- Relevant Screen Page	[●]
	- Relevant Time	[●]

FORM OF PRICING SUPPLEMENT FOR BONDS AND SUKUK

	- Relevant Financial Centre	[•] [•]
	- ISDA Determination (i) Floating Rate Option (ii) Designated Maturity (iii) Reset Date (iv) ISDA Definitions	[Applicable]/[Not Applicable] [•] [•] [•] [•]
	- Margin(s)	[+/-][[•]]% per annum
	- Linear Interpolation	[Not Applicable/Applicable the Profit Rate for the [long/short] [first/last] Periodic Distribution Period shall be calculated using Linear Interpolation (specify for each short or long periodic distribution period)]
	- Maximum Profit Rate	[[•]]% per annum
	- Minimum Profit Rate	[[•]]% per annum
Provisions relating to dissolution		
21.	Optional Dissolution Right	[Applicable]/[Not Applicable]
22.	(a) Dissolution Distribution Amount	[As per Condition 1]/[•]
23.	(b) Optional Dissolution Date(s)	[[•]]
24.	(c) Notice period	Minimum period: [[•]] days Maximum period: [[•]] days
25.	Dissolution Distribution Amount following redemption on the Scheduled Dissolution Date or following the occurrence of a Dissolution Event	[As per Condition [•] / [•]
Provisions in respect of the Trust Assets		
26.	Trust Assets	Condition [•] applies
	(a) Details of Payment Account	[•]
	(b) Series Trust Deed	Series Trust Deed dated [•] between the Issuer Trustee, the Originator/Obligor and the Delegate Trustee(s)
	(c) Head Lease Agreement	Supplemental Head Lease Agreement dated [•] between the Issuer Trustee, the Originator/Obligor and the Delegate Trustee /[Not Applicable]
	(d) Supplemental Sub-Lease Agreement	Supplemental Sub-Lease Agreement dated [•]/[Not Applicable]

FORM OF PRICING SUPPLEMENT FOR BONDS AND SUKUK

	(e) Master Purchase Agreement	Master Purchase Agreement dated [●]/[Not Applicable]
	(f) Supplemental Purchase Agreement	[Not Applicable/Supplemental Purchase Agreement dated [●]]
	(g) Declaration of Commingling of Assets	[Declaration of Commingling of Assets dated [●] executed by the Issuer Trustee]/[Not Applicable]
	(h) Purchase Undertaking	Purchase Undertaking dated [●]
	(i) Beneficial Rights Transfer Agreement	[Applicable]/[Not Applicable]
	(j) Application of Trust Assets (Prior to Dissolution)	[As specified in Condition [●] (application of Trust Assets Prior to Dissolution) /other (specify)]
	(k) Application of Trust Assets (Following a Dissolution)	[As specified in Condition [●] (application of Trust Assets on the Maturity Date or following Dissolution) /other (specify)]
Responsibility		
27.	[Responsibility Statements]	<p>[each of the Issuer, the Obligor/Originator certifies that to the best of its knowledge and belief, there are no material facts that have been omitted which would make any statement in the Shelf Prospectus, as read together with this applicable Pricing Supplement, false or misleading and that all reasonable enquiries to ascertain such facts have been made, as well as that the Shelf Prospectus as read together with this applicable Pricing Supplement contains all information required by law, the ISA and SEC Rules. Each of the Issuer, the Obligor/Originator accepts full responsibility for the accuracy of the information contained in the Shelf Prospectus as read together with this applicable Pricing Supplement, except as otherwise stated therein or herein.</p> <p>each of the Issuer, the Obligor/Originator confirms that the SEC takes no responsibility for the contents of the information contained in the Shelf Prospectus as read together with this applicable Pricing Supplement, makes no representation as to the accuracy or completeness of any of the foregoing documents and expressly disclaims any liability for any loss arising from or in reliance upon the whole or any part of the information contained in the Shelf Prospectus as read together with this applicable Pricing Supplement.]</p>
General		
28.	Rating:	[●]
29.	Taxation:	[●]

FORM OF PRICING SUPPLEMENT FOR BONDS AND SUKUK

Appendices

30. Appendices: [List and Attach Appendices if applicable]

Use of Proceeds

[Insert details of use of proceeds]

Material Adverse Change Statement

Except as disclosed in this document and in the Shelf Prospectus dated [●], there has been no significant change in the financial or trading position of the Issuer since [insert date of last audited accounts or interim accounts (if later)] and no material adverse change in the financial position or prospects of the Issuer since [insert date of last published annual accounts].