THIS DOCUMENT IS FOR GUIDANCE PURPOSES FOR PRICE DISCOVERY PROCESS ONLY THIS DOCUMENT IS IMPORTANT AND SHOULD BE READ CAREFULLY.

YOU ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS PRCING SUPPLEMENT BEFORE SUBSCRIBING, FOR GUIDANCE, PLEASE CONSULT YOUR STOCKBROKER, SOLICITOR, BANKER OR INDEPENDENT INVESTMENT ADVISER, REGISTERED BY THE SECURITIES & EXCHANGE COMMISSION ("SEC" OR "THE COMMISSION"). INVESTING IN THIS OFFER INVOLVES RISKS, FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, SEE "RISK FACTORS" COMMENCING ON PAGE 37 OF THE SHELF PROSPECTUS.

Pricing Supplement to the Shelf Prospectus dated 11th June 2018

C&I LEASING PLC RC 161070

Offer for the Subscription of
N10,000,000,000 7year Series 2 15.5% Senior Secured Fixed Rate Bonds Due 2028
Under the N20,000,000,000 Bond Issuance Programme

Issue Price: ₦1,000 per unit

Payable in full on Application
Book Building Opens: 21-04-2021
Book Building Opens: 17-05-2021

This Pricing Supplement is prepared for the purpose of Rule 279(3) of the Rules and Regulation of the Securities & Exchange Commission in connection with the N20,000,000,000 Bond Issuance Programme established by C&I Leasing Plc (the "Issuer") on 11th June 2018. This Pricing Supplement is supplemental to, and should be read in conjunction with the Shelf Prospectus dated 11th June 2018 and any other supplements to the Shelf Prospectus to be issued by the Issuer.

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. Copies of the Shelf Prospectus can be obtained from any of the Issuing Houses.

This Pricing Supplement and the securities, which it offers, have been registered by the Securities and Exchange Commission ("SEC" or the "Commission"). The Investments and Securities Act No. 29 Of 2007 (The "ISA" Or The "Act") provides for civil and criminal liabilities for the issue of a prospectus which contains false or misleading information. The registration of this pricing supplement 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 pricing supplement. Investors are advised to note that liability for false or misleading statements or acts made in connection with this pricing supplement is provided in sections 85 and 86 of the ISA. The registration of the Shelf Prospectus and this Pricing Supplement shall not be taken to indicate that the Commission endorses or recommends the securities 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, 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 "Series 2 Bonds" or "Bonds"). Application will be made to FMDQ Securities Exchange and/or the Nigerian Exchange Limited for the admission of the Bonds to its platform(s). The Bonds now being issued will upon admission to the platform(s) qualify as a security in which Trustees may invest under the Trustee Investments Act (Cap T22) Laws of the Federation of Nigeria, 2004.

The Issuer accepts full responsibility for the accuracy of the information contained in this Pricing Supplement. The directors of the company collectively and individually accept full responsibility for the accuracy of the information given and confirm, having made all reasonable enquiries, that to the best of their knowledge and belief, there are no facts, the omission of which would make any statement herein misleading or untrue. The Issuer declares that having taken reasonable care to ensure that such is the case, the information contained in this Pricing Supplement is, to the best of its knowledge, in accordance with the facts and does not omit anything likely to affect the importance 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 has arisen or has been noted, as the case may be, since the publication of the Shelf Prospectus. Further, the material facts contained herein are true and accurate in all material respects and the Issuer confirms that, having made all reasonable enquiries, to the best of its knowledge and belief, there are no material facts, the omission of which would make any statement contained herein misleading or untrue.

LEAD ISSUING HOUSE/BOOK RUNNER:

CORDROS CAPITAL
RC: 600461

JOINT ISSUING HOUSES/BOOK RUNNERS

CORONATION MERCHANT BANK	FCMB CAPITAL MARKETS LIMITED	FSDH CAPITAL LTD	Planet Capital	FDC FINANCIAL DERIVATIVES COMPANY
RC: 207138	**RC: 446561**	**RC: 276208**	**RC: 986761**	**RC: 159975**

THIS PRICING SUPPLEMENT IS DATED THE 3rd DAY OF JUNE, 2021

This Pricing Supplement will be available on the following websites
www.sec.gov.ng; wwwc-ileasoing.com

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; +234(0) 94621168.

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PARTIES TO THE OFFER

ISSUER
C&I Leasing Plc Leasing House C & I Leasing Drive, Off Bisola Durosinmi Etti Drive, Off Admiralty Way, Lekki Phase 1, Lagos **Email:** info@c-ileasing.com **Telephone:** +2349062979243 **Website:** www.c-ileasing.com

DIRECTORS OF THE ISSUER	
Chukwuemeka Henry Okolo (Chairman) Leasing House C & I Leasing Drive, Off Bisola Durosinmi Etti Drive, Off Admiralty Way, Lekki Phase 1, Lagos	**Larry Olugbenga Ademeso** (Director) Leasing House C & I Leasing Drive, Off Bisola Durosinmi Etti Drive, Off Admiralty Way, Lekki Phase 1, Lagos
Chukwuemeka E. Ndu (Vice Chairman) Leasing House C & I Leasing Drive, Off Bisola Durosinmi Etti Drive, Off Admiralty Way, Lekki Phase 1, Lagos	**Andrew Otike-Odibi** (MD/CEO) Leasing House C & I Leasing Drive, Off Bisola Durosinmi Etti Drive, Off Admiralty Way, Lekki Phase 1, Lagos
Alex Mbakogu (Director) Leasing House C & I Leasing Drive, Off Bisola Durosinmi Etti Drive, Off Admiralty Way, Lekki Phase 1, Lagos	**Patrick Sule Ugboma** (Director) Leasing House C & I Leasing Drive, Off Bisola Durosinmi Etti Drive, Off Admiralty Way, Lekki Phase 1, Lagos
Babatunde Olakunle Edun (Director) Leasing House C & I Leasing Drive, Off Bisola Durosinmi Etti Drive, Off Admiralty Way, Lekki Phase 1, Lagos	**Tunde Alao-Olaifa** (Director) Leasing House C & I Leasing Drive, Off Bisola Durosinmi Etti Drive, Off Admiralty Way, Lekki Phase 1, Lagos
Mbanugo Udenze & Co (Company Secretary) 98 Olatunji Moore Street, off T. F. Kuboye Rd, Eti-Osa, Lekki& Co	MBANUGO UDENZE & CO, Private Ofiomaraty

AUDIT COMMITTEE MEMBERS	
S.B Adenrele (Chairman/Shareholder) Block 86, Flat 3, Phase 4, Low Housing Estate, Adeniyi Adele Road, Lagos Island.	**Tunde Alao-Olaifa (Director Member)** 123/125 Funso Williams Avenue, Ikoyi, Lagos
Fred Oduyemi (Shareholcer Member) 32, Lawanson Road, Surulere, Lagos	**Christie Vincent-Uwalaka (Shareholder member)** 16, Olaleke Taiwo Street, off Aina Street, Ojodu, Berger
Zahi El Khatib (Member) Leasing House C & I Leasing Drive, Off Bisola Durosinmi Etti Drive, Off Admiralty Way, Lekki Phase 1, Lagos	**Babatunde Olakunle Edun (Director Member)** 6, Cameron Road, Ikoyi, Lagos

PROFESSIONAL PARTIES
LEAD ISSUING HOUSE/BOOK RUNNER
CORDROS CAPITAL LMITED 70, Norman Williams Street Ikoyi Lagos, Nigeria.
JOINT ISSUING HOUSES/BOOK RUNNER
CORONATION MERCHANT BANK LIMITED 10, Amodu Ojikutu Street Off Saka Tinubu Street, Victoria Island Lagos, Nigeria.
FCMB CAPITAL MARKETS LIMITED First City Plaza, 44 Marina Lagos, Nigeria.
FSDH CAPITAL LIMITED UAC House (6th Floor)

1/5 Odunlami Street, P.M.B 12913
Lagos, Nigeria.

PLANET CAPITAL LIMITED

3rd & 4th Floor, St. Peter's House
3, Ajele Street, Off Broad Street
Lagos, Nigeria.

FINANCIAL DERIVATIVES COMPANY LIMITED

9A, Idejo Street, Off Adeola Odeku
Victoria Island, Lagos, Nigeria.

JOINT TRUSTEES

GTL TRUSTEES LIMITED

9th Floor, St. Nicholas House,
2-4, Hospital Road, Lagos Island,
Lagos, Nigeria.

STL TRUSTEES LIMITED

30 Marina, 3rd Floor,
Lagos, Nigeria.

UTL TRUST MANAGEMENT SERVICES LIMITED

2nd Floor, ED Building, 47 Marina
Lagos, Nigeria

CORDROS TRUSTEES LIMITED

70, Norman Williams Street
Ikoyi, Lagos, Nigeria.

SOLICITORS TO THE ISSUE	SOLICITORS TO THE ISSUER
G. ELIAS & CO.	**ADROIT LEX & CO.**
6, Broad Street, Lagos Island Lagos, Nigeria.	4th Floor Suites, Church House 29, Marina Lagos, Nigeria.

STOCKBROKERS

APEL ASSET LIMITED	**BESTWORTH ASSETS & TRUST LIMITED**
8, Alhaji Bashorun Street Off Norman Williams Crescent, Ikoyi Lagos, Nigeria.	50/52 Broad St, Lagos Island, Lagos
CORDROS SECURITIES LIMITED	
70, Norman Williams Street Ikoyi, Lagos, Nigeria.	

AUDITOR	REPORTING ACCOUNTANT
PKF PROFESSIONAL SERVICES	**SIAO PARTNER**
205A, Ikorodu Road, Obanikoro Lagos, Nigeria.	18B, Olu Holloway Road, Ikoyi Lagos, Nigeria.

REGISTRAR

CRESCENT REGISTRARS LIMITED
23, Olusoji Idowu Street, Ilupeju
Lagos, Nigeria.

RECEIVING BANKS	
STANBIC IBTC BANK LIMITED	**FIRST CITY MONUMENT BANK LIMITED**
I.B.T.C. Place, Walter Carrington Crescent Victoria Island Lagos, Nigeria.	Primrose Tower, 17A Tinubu Street, Marina Lagos, Nigeria.

RATING AGENCIES	
AGUSTO & CO.	**GLOBAL CREDIT RATING**
UBA House (5th Floor) 57th Marina, Lagos-Island Lagos, Nigeria.	11th Floor, New Africa House 31 Marina, Lagos-Island Lagos, Nigeria.

MATERIAL ADVERSE CHANGE STATEMENT

Material Adverse Change Statement

Except as disclosed in this document and in the Shelf Prospectus dated 11th June 2018, there has been no significant change in the financial or trading position of the Issuer since 30th June 2020 and no material adverse change in the financial position or prospects of the Issuer since 30th June 2020.

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.

Signed on behalf of the Issuer:

PRISCA OKWUANALU
~~DIRECTOR~~/SECRETARY
Name: ~~ACP~~

DIRECTOR
ALEX MBAKOGU

SUMMARY OF THE OFFER

In this Pricing Supplement, unless otherwise expressly defined herein or a contrary indication appears, terms used in the Shelf Prospectus, the Programme Trust Deed and the Series 2 Trust Deed shall have the same meaning when used in this Pricing Supplement. In addition, unless the context otherwise requires:

1.	Issuer:	C&I Leasing PLC
2.	Description:	7-Year 15.5 % Senior Secured Fixed Rate Bonds Due 2028
3.	Series Number:	2
4.	Tranche Number:	Not Applicable
5.	Specified Currency:	Naira ("₦")
6.	Aggregate Principal Amount of Bonds in Series:	₦10,000,000,000
7.	• Issue Price: • Gross Proceeds: • Net Proceeds:	At par (100%) at ₦1,000 for each N10,000,000,000 N9,770,700,000
8.	Subscription:	Minimum of ₦5,000,000 and in multiples of ₦1,000,000 (i.e. 1000 units thereafter)
9.	• Issue Date: • Interest Commencement Date (if different from Issue Date)	June 3rd 2021 June 3rd 2021
10.	Tenor:	7 years
11.	Maturity Date:	June 3rd 2028 (being the 7th year anniversary from the Issue Date)
12.	Principal Moratorium:	2 years from the Issue Date
13.	Interest Basis:	Fixed Rate
14.	Coupon:	15.5% (Semi- annual payment)
15.	Repayment/Payment Basis	Amortizing based on the repayment schedule below. See 'Fixed Rate Bond Provisions' and 'Provisions relating to Redemption' below.
16.	Purpose of Issue:	

Purpose	% of proceeds	Amount
Repayment of existing short-term loans	97.707%	9,770,700,000
Issue expense	2.293%	229,300,000
Total	100.000%	10,000,000,000

17.	Status:	The Bonds are irrevocable, direct, secured, senior and unconditional obligations of the Issuer and shall rank pari passu among themselves. In the event of the winding-up of the Issuer, the claims of the Trustee and the holders of the Series 2 Bond against the Issuer for payment of principal and interest in respect of the Series 2 Bond will be senior to the Subordinated Indebtedness of the Issuer.
18.	Source of repayment:	The Bonds will be redeemed through a Sinking Fund maintained by the Joint Trustees and funded monthly from the Company's cashflows.
20.	Listing(s)/Quotation:	FMDQ Securities Exchange PLC and the Nigerian Exchange Limited ("NGX")
21.	Method of Distribution:	By way of Book Building to Qualified Institutional Investors and High Net Worth Individuals
22.	Offer Period:	See Timetable on Page 15
23.	Financial Information Summary	

N'000	2016	2017	2018	2019	2020 H1
Revenue	17,015,799	21,371,697	28,181,992	35,553,536	10,232,181
PBT	1,036,223	1,356,330	1,540,233	1,012,661	375,931
Income Tax	(211,452)	(162,783)	(191,910)	(73,239)	(202,367)
PAT	824,772	1,208,841	1,348,323	939,422	173,564
Total Assets	38,371,700	44,981,305	52,612,485	56,235,725	60,094,958
Total Liabilities	30,523,491	36,031,173	40,784,884	44,457,552	44,471,095

FIXED RATE NOTE PROVISIONS:

24.	Principal repayment	According to amortization schedule on Page 16 (starting immediately after the second anniversary of the Bond)
25.	Coupon Rate:	15.5% per annum payable semi-annually in arrears
26.	Coupon Commencement Date:	Coupon shall accrue from the allotment date
27.	Coupon Payment Date(s):	The date marking the sixth (6th) month after the Issue Date and subsequently every six months thereafter up to and including the Maturity Date on which Coupon and any outstanding principal amount is to be paid
28.	Interest Amount(s):	See 'Coupon Payment Schedule' on Page 16
29.	Business Day:	Modified Following: Where a Payment Date falls on a Non-Business Day, such payment shall be postponed to the next day which is a Business Day provided that if such a Business Day falls into the next calendar month, such Coupon Payment Date shall be the immediately preceding Business Day.

30.	Day Count Fraction:	Actual/Actual (Actual number of days in a month / actual number of days in a year)

PROVISIONS RELATING TO REDEMPTION		
31.	Optional Early Redemption (Call Option):	Not Applicable
32.	Optional Early Redemption (Put Option):	Not Applicable
33.	Scheduled Redemption:	Not Applicable
34.	Redemption Amount(s):	Not Applicable
35.	Scheduled Redemption Dates:	Not Applicable
36.	Final Redemption Amount:	₦10,000,000,000
37.	Event of Default:	If any of the listed Events of Default set out in the Programme Trust Deed and the Series 2 Trust Deed occurs and is continuing, the Bonds issued pursuant to this Pricing Supplement would be entitled to the remedies specified from page 33 of the Programme Trust Deed
DISTRIBUTION, CLEARING AND SETTLEMENT PROVISIONS		
38.	Lead Issuing House/Bookrunner	Cordros Capital Limited
39.	Joint Issuing Houses/Bookrunners :	Coronation Merchant Bank Limited, FCMB Capital Markets Limited, FSDH Capital Limited, Planet Capital Limited and Financial Derivatives Company Limited.
40.	Selling Restrictions:	Strictly to Qualified Institutional Investors and High Net Worth Individuals (HNIs) in line with SEC Rule 321.
41.	Form of Bonds:	Dematerialized, electronic registration on the Central Securities Clearing System Plc's securities clearing and settlement platform.
42.	Form of Dematerialized Bonds:	Registered
43.	Clearing System:	Central Securities Clearing System Plc
44.	Delivery:	Delivery Payment following clearance by regulators
45.	Registrar:	Crescent Registrars Limited
46.	Joint Trustees:	GTL Trustees Limited, STL Trustees Limited, UTL Trust Management Services Limited, and Cordros Trustees Limited.

47.	Record Date:		The register shall be closed for a period of fifteen (15) days immediately preceding each Payment Date and no transfer of the Bonds shall be registered during that period.
48.	Other terms or special conditions:		See "Terms and Conditions of the Bonds" on pages 19 to 26 of the Shelf Prospectus dated 11th June 2018.
GENERAL PROVISIONS APPLICABLE TO THE BONDS			
49.	Rating:		
	(i)	Issuer:	Bbb (Agusto & Co.), BBB (Global Credit Rating)
	(ii)	Issue:	BBB+ (Agusto & Co.), BBB+ (Global Credit Rating)
50.	Underwritten:		Not Applicable
51.	Taxation:		By virtue of the provisions of (i) the Value Added Tax (Exemption of Proceeds of the Disposal of Government and Corporate Securities) Order, 2011; (ii) the Companies Income Tax (Exemption of Bonds and Short-Term Government Securities) Order, 2011 and (iii) Personal Income Tax Act ("PITA"), corporate bonds are exempted from the imposition of VAT and CIT till January 2022, and PIT for as long as the law permits. In addition, any commission payable to the SEC, the NGX/FMDQ and the CSCS in connection with the Programme will be subject to the imposition of value added tax.
52.	Risk Factors:		See Risk Factors on page 37 of the Shelf Prospectus dated 11th June 2018.
53.	Governing Law:		The Bonds Issuance will be governed by, and construed in accordance with the laws of the Federal Republic of Nigeria.
54	Declarations		Except as otherwise disclosed in the Shelf Prospectus and this Pricing Supplement (a) None of the Directors is under any bankruptcy or insolvency proceedings in any court of law within Nigeria or outside Nigeria; (b) None of the Directors has been convicted in any criminal proceedings or is named subject of pending criminal proceedings relating to fraud or dishonesty within or outside Nigeria; (c) None of the Directors is subject of any order, judgement or ruling of any court of competent jurisdiction or regulatory body within Nigeria or outside Nigeria relating to fraud or dishonesty or restraining him from engaging in any type of business practice or activity; (d) The Issuer has not during the twelve calendar months immediately preceding the date of application to the Commission for registration of the Shelf Prospectus and during the effective period of the Shelf Prospectus, breached any terms and conditions in respect of borrowed monies which has resulted in the occurrence of an event of default and an immediate recall of such borrowed monies.

ESTABLISHED AND FUNDING OF TRANSACTION ACCOUNT

The information in this section is a summary of certain provisions of the Series 2 Deed. This summary should be read in conjunction with and is qualified in its entirety by reference to all the provisions of the Series 2 Trust Deed. A copy of the Series 2 Trust Deed is available for inspection at the registered office of the Trustee.

Sinking Fund Account.

- The Joint Trustees shall on or before the Issue Date of the Series 2 Bonds, open the Sinking Fund Account, into which monthly payments for the repayment of the Series 2 Bonds will be made from the operating cashflow of the Issuer on or before the last Business Day of each month.

- The amounts standing to the credit of the Sinking Fund Account from time to time shall be applied to meet the obligations of the Issuer in the following priority:
  a) Coupon payments on each Coupon Payment Date;
  b) Principal repayments on each Principal Repayment Date immediately following the second anniversary of the Issue Date until the Final Maturity Date;
  c) Joint Trustees' fees and expenses. The annual fees of the Joint Trustees shall be as set out in the Appointment Letters.
  d) Premium payments (if any)
  e) Any excess left over at the maturity of the Series 2 Bonds and after due discharge of all the Issuer's obligations aforesaid shall be paid over to the Issuer.

- Monthly payments shall be made from the cash flow of the Issuer in an amount not less than N100,000,000 (One Hundred Million Naira)] monthly such that on the next Payment Date, the total amount standing to the credit of the Sinking Fund Account shall be equal to the amount required to make Coupon payments and principal repayments (if any) on the Series 2 Bonds.

- The Joint Trustees shall notify the Issuer at least Ten (10) Business Days before a Scheduled Payment in the event that the amount in the Sinking Fund is not sufficient to pay the Coupon or the Principal Amount/Redemption Amount due on the Bonds and the Issuer shall not more than Five (5) Business Days after such notice, make the required payment into the Sinking Fund accordingly.

- The security interest created under this Series 2 Trust Deed shall be a continuing security and shall be of full force and effect until the satisfaction, performance and discharge of all of the Issuer's obligations stated herein. The terms "obligations" as used herein, means all of the indebtedness and liabilities of the Issuer to the Bondholders, individually or collectively, whether direct or indirect, joint or several, absolute or contingent, due or to become due or hereafter arising under or in respect of the Series 2 Bonds.

- Without prejudice to the generality of the foregoing and the provisions for the obligations of the Issuer under this Deed, the security interest created herein shall be a first charge and shall rank prior to or at least pari passu with any other secured obligations of the Issuer and shall not be subordinated to any present or future indebtedness of the Issuer except as may be preferred by law.

USE OF PROCEEDS

After the deduction of the costs and expenses of the issue which are estimated at ₦229,300,000 representing 2.293% of the expected gross issue proceeds, the net proceeds amounting to ₦9,770,700,000 will be used to repay existing short-term loans as shown in the table below:

Purpose	% of Proceeds	Amount	Timeline
Repayment of existing short-term loans	97.707%	9,770,700,000.00	Immediately
Issue Expense	2.293%	229,300,000.00	Immediately
Total	100.000%	10,000,000,000.00	

THE SECURITY

The Bonds are secured by 10 marine vessels of the Issuer ("Unencumbered Vessels"), currently in operation in Nigeria and has a market value of ₦11,651,656,000 according to the valuation report dated 22 September 2020, prepared by Messes Ubosi Eleh & Co, Estate Surveyors and Valuers. The Issuer has also earmarked four (4) major encumbered vessels alongside one (1) smaller vessel which are all valued at a current market value of ₦5,549,254,000.00 and have an outstanding balance to be fully paid off in August 2021.

The total market value of both the encumbered and unencumbered vessels totaling ₦17,200,910,000 exceeds the sum of the outstanding balance of series 1 bond (₦4.84 billion) and the series 2 bond (₦10 billion) issuances. The security arrangement is captured in a Security Deed between the Issuer and the Security Trustee, UTL Trust Management Services Limited.

.

Ubosi Eleh & Co have given and not withdrawn their consent to the inclusion of an extract of the vessel's valuation report in this Pricing Supplement.

Unencumbered Vessels			
S/N	**Name of Vessel**	**Type of Vessel**	**Market Value (₦)**
1	M.V. 'CHARIS'	TUG BOAT	1,013,357,000.00
2	M.V. 'ELIEZER'	TUG BOAT	1,013,200,000.00
3	M.V. 'EPHRAHIM'	CREW BOAT	1,014,050,000.00
4	M.V. 'DEBORAH'	CREW BOAT	1,040,149,000.00
5	M.V. 'PEREZ'	CREW BOAT	1,014,400,000.00
6	M.V. 'AHUVA'	CREW BOAT	1,008,600,000.00
7	M.V. 'DEFENDER'	PATROL BOAT	1,290,900,000.00
8	M.V. 'SUR DEFENDER'	PATROL BOAT	1,279,000,000.00
9	M.V. 'MAGEN DEFENDER'	CREW BOAT	1,486,000,000.00
10	M.V. 'MASUD DEFENDER'	CREW BOAT	1,492,000,000.00
	TOTAL		**11,651,656,000.00**

Encumbered Vessels			
S/N	**Name of Vessel**	**Type of Vessel**	**Market Value (₦)**
1	M.V. 'HELAM'	PATROL BOAT	1,342,045,750.00
2	M.V. 'HELEZ'	PATROL BOAT	1,341,445,750.00
3	M.V. 'ERAN'	PATROL BOAT	1,341,559,750.00
4	M.V. 'ELUZAI'	PATROL BOAT	1,341,772,750.00
5	M.V. 'RHIB' (This is small vessel attached the other four vessels)	SEA BOAT	182,430,000.00
	TOTAL		**5,549,254,000.00**

The Issuer pursuant to the Security Deed created a charge over the Unencumbered Vessels as continuing security for the repayment of the Principal Amount and Coupon accruing thereto. For so long as any Bond remains outstanding, the Issuer shall not create or permit to subsist any charge, mortgage, lien, pledge or other interest upon the Unencumbered Vessels without the prior written consent of the Security Trustee on behalf of the Bondholders, such consent not to be unreasonably withheld, conditioned or delayed. Where the Security Trustee so consents, the Issuer, shall, at the same time as the creation of such indebtedness, grant to the Security Trustee (for the benefit of the Bondholders), the same or equivalent security as is granted in relation to the indebtedness.

Pursuant to clause 3.2 of the Security Deed and a Deed of Undertaking, the Issuer and its wholly

owned Subsidiary, EPIC International FZE, have undertaken to ensure the discharge of the current encumbrance over the Encumbered Vessels and the creation and perfection of a first priority fixed charge over the Encumbered Vessels in favour of the Security Trustee for and on behalf of the Bondholders within three (3) months from the repayment of all outstanding obligations to the third-party creditor who currently holds security over the Encumbered Vessels.

The Security Trustee has agreed to act as Security Trustee under the Security Deed for the benefit of the Bondholders and upon the terms and conditions contained therein.

INDICATIVE TRANSACTION TIMELINE

Date	Activity	Responsibility
a. 17th Dec, 2020	File Pricing Supplement with the SEC	Lead Issuing House
b. 16TH Apr, 2021	Obtain the SEC's clearance of the Pricing Supplement and approval to commence BookBuilding	Lead Issuing House
c. 21st Apr, 2021	Commence Book Building	Issuing Houses/ Book Runners
d. 17th May, 2021	Conclude Book Building/Determination ofClearing Price and Allocation of Bonds	Issuing Houses/ Book Runners
e. 18th May 2021	Dispatch Allotment Confirmation Letters	Issuing Houses/ Book Runners
f. 19th May 2021	Update Issue documents and submit to SEC	Lead Issuing House
g. 31st May 2021	Obtain SEC Clearance of documents and No- objection to convene Signing Ceremony	Lead Issuing House
h. 3rd June 2021	Hold Signing Ceremony/Investors fund allotted Bonds	All Parties
i. 04th June 2021	Remit Net Bond Proceeds to the Issuer	Receiving Bank
j. 07th June 2021	File executed Issue documents and Basis ofAllotment with SEC	Lead Issuing House
k. 11th June 2021	Credit CSCS accounts of bond holders	Registrar
l. 11th June 2021	Obtain SEC's No-objection of AllotmentAnnouncement	Lead Issuing House
m. 15th June 2021	Publish Allotment Announcement in at least 2national dailies	Issuing Houses/ Book Runners
n. 21st June 2021	Listing of the Series 2 Bonds	Stockbroker/Lead Issuing House
o. 30th June 2021	File Post Compliance Report with SEC	Lead Issuing House

****NB: These dates are indicative and are subject to change***.

AMORTIZED COUPON AND PRINCIPAL REPAYMENT SCHEDULE

Periods	Beginning Balance	Coupon payable	Payment	Principal Repayment	Ending Balance
1	10,000,000,000.00	775,000,000.00	(775,000,000.00)	-	10,000,000,000.00
2	10,000,000,000.00	775,000,000.00	(775,000,000.00)	-	10,000,000,000.00
3	10,000,000,000.00	775,000,000.00	(775,000,000.00)	-	10,000,000,000.00
4	10,000,000,000.00	775,000,000.00	(775,000,000.00)	-	10,000,000,000.00
5	10,000,000,000.00	775,000,000.00	(1,473,533,459.47)	(698,533,459.47)	9,301,466,540.53
6	9,301,466,540.53	720,863,656.89	(1,473,533,459.47)	(752,669,802.58)	8,548,796,737.95
7	8,548,796,737.95	662,531,747.19	(1,473,533,459.47)	(811,001,712.28)	7,737,795,025.67
8	7,737,795,025.67	599,679,114.49	(1,473,533,459.47)	(873,854,344.98)	6,863,940,680.68
9	6,863,940,680.68	531,955,402.75	(1,473,533,459.47)	(941,578,056.72)	5,922,362,623.96
10	5,922,362,623.96	458,983,103.36	(1,473,533,459.47)	(1,014,550,356.11)	4,907,812,267.85
11	4,907,812,267.85	380,355,450.76	(1,473,533,459.47)	(1,093,178,008.71)	3,814,634,259.13
12	3,814,634,259.13	295,634,155.08	(1,473,533,459.47)	(1,177,899,304.39)	2,636,734,954.75
13	2,636,734,954.75	204,346,958.99	(1,473,533,459.47)	(1,269,186,500.48)	1,367,548,454.27
14	1,367,548,454.27	105,985,005.21	(1,473,533,459.47)	(1,367,548,454.27)	0.00

STAUTORY AND GENERAL INFORMATION

1. Share Capital History

C & I Leasing Plc was incorporated on 1990; the registered address of the company is at 2 Leasing Drive, off Bisola Durosinmi Etti, Off Admiralty Way, Lekki Phase 1, Lagos. The authorized share capital of the Company is N1,500,000,000 divided into 3,000,000,000 ordinary shares of N0.50 each while the issued share capital is N390,823,083.5 divided into 781,646,167 ordinary shares ofN0.50 each.

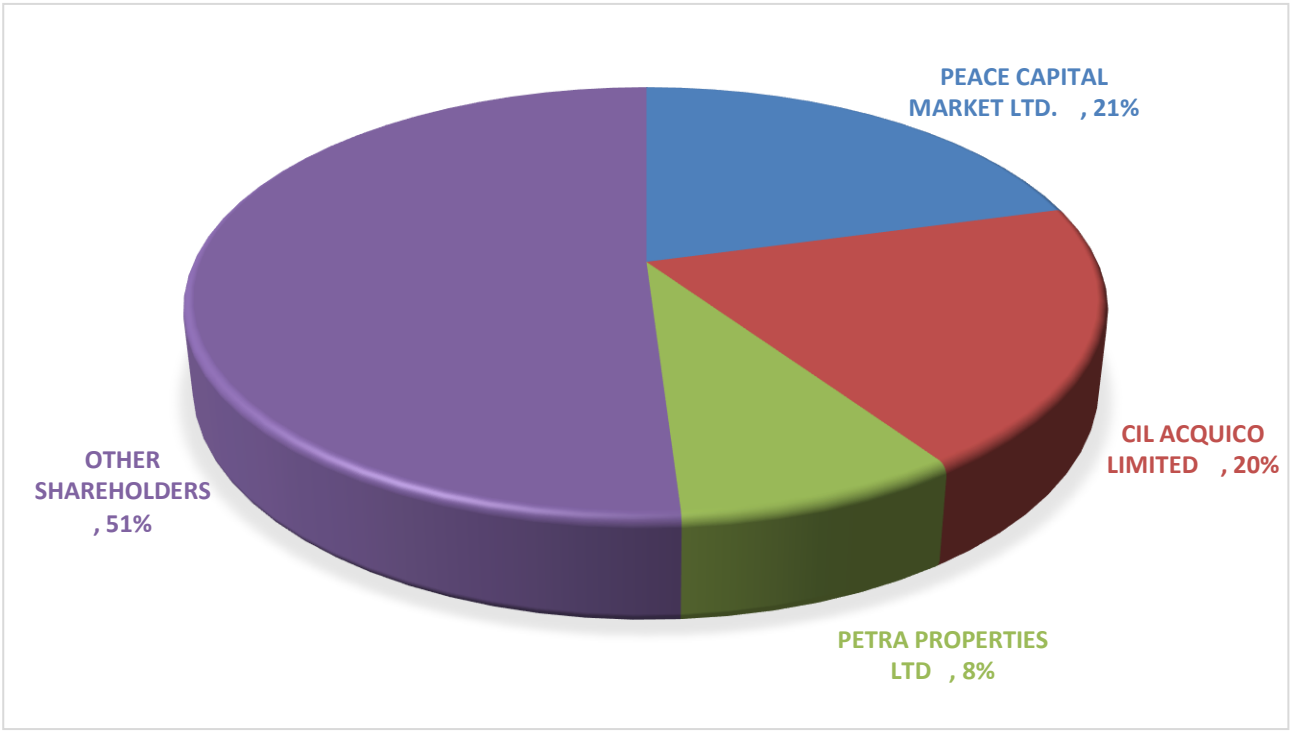
The list of Shareholders with 5% shareholding and above, as at 30th June 2020 is as follows:

S/N	Name of Shareholder	Number of Shares	Percentage Holding
1	Peace Capital Market Ltd.	162,255,972	21%
2	CIL Acquico Limited	154,455,747	20%
3	Petra Properties Limited	66,304,265	8%

In addition, the company's capital structure as at 30th of June, 2020 consists of both debt and equity funding as summarized below.

S/N	Description	Value (Naira)
1	Cash and cash equivalent	4,684,530,000
2	Short term debt	15,115,811,000
3	Long term debt	21,804,557,000
4	Total Shareholder's equity	15,623, 863,000

2. Shareholding Structure



3. Director's Beneficial Interest

The Beneficial Interest of the Directors in the Company's shareholding is as follows:

S/N	Name of Director	% Holding	Direct	Indirect	Total	Indirect Holder
1	Chukwuemeka E. Ndu	8.48	24,999	66,304,265	66,329,264	Petra Properties Ltd
2	Babatunde Edun	20.00	1,867,074	154,455,747	156,322,821	CIL Acquico Limited
3	Larry Ademeso	1.44	0	11,227,427	11,227,427	Custodian Life Assurpolicy Holdfundma
4	Tunde Alao-olaifa	4.48	0	35,000,088	35,000,088	Leadway Assurance Co. Ltd.
5	Alex Mbakogu	0.09	714,583	0	714,583	N/A
6	Andrew Otike-Odibi	1.39	10,887,877	0	10,887,877	N/A
7	Patrick Sule Ugboma	2.57	20,104,166	0	20,104,166	N/A

4. Corporate Governance

C & I Leasing Plc is committed to promoting good corporate governance and best practices in accordance with applicable laws and regulations in Nigeria and the requirements of the NGX as well as in compliance with the Code of Corporate Governance in Nigeria, 2011 The Board of directors consists of eight members, chosen based on their professional backgroundand expertise, business experience and integrity, whose skills mix align with the Company's objectives and strategic goals.

The board members are responsible for the oversight of the business and of the Company's risks while evaluating and directing the implementation of controls and procedures including maintenance of sound internal control system to safeguard shareholders' investments and the Company's assets.

5. Indebtedness

The total indebtedness of C&I Leasing to banks, commercial papers and other borrowings as at 30th June 2020 is ₦36,920,368,000.00. This amount includes the outstanding principal of ₦4,837,644,000.00 on the ₦7,000,000,000 16.54% fixed rate bond due 2023 issued in 2018 by the Company.

6. Claims and Litigation

As at the date of this Pricing Supplement, the total value of claims instituted made by the Issuer minus interest) against other parties are a combination of claims and counterclaims in Naira and claims in the United States Dollars. The total amount of claims by the Issuer in Naira is ₦21,933,847.76 (Twenty-One Million, Nine Hundred and Thirty-Three Thousand, Eight Hundred and Forty-Seven Naira and Seventy-Six Kobo); and total amount of claims by the Issuer in United States Dollars is US$10,000 (Ten Thousand United States Dollars) per day until judgment is delivered.
On the other hand, the total amount (minus interest) claimed against the Issuer is the total sum of N96,672,170.03 (Ninety-Six Million, Six Hundred and Seventy-Two thousand, One Hundred and Seventy Naira, Three Kobo only).

The Solicitors to the Issue are of the opinion that most of the claims by the Issuer are likely to succeed. Also, in the unlikely event that the claims against the Issuer, succeed, the portion of the contingent liabilities that realistically may materialize is not likely to economically impact the Issuer

significantly or adversely affect the ability of the Issuer to perform its obligations under the Transaction.

7. Material Contracts

A Series 2 Trust Deed dated 3rd June 2021 among C & I Leasing Plc and GTL Trustees Limited, STL Trustees Limited, Cordros Trustees Limited and UTL Trust Management Services Limited in connection with the bond issuance.

8. Documents Available for Inspection

Copies of the following documents may be inspected at the Issuing Houses offices between 8.00 a.m. and 5.00p.m. on any Business Day throughout the validity of the offer:

- Certificate of Incorporation of the Issuer, duly certified by the Company Secretary;
- Memorandum and Articles of Association of the Issuer, duly certified by the Corporate Affairs Commission;
- Reporting Accountants' Report on the audited accounts of the Issuer for the years ended December 31, 2015-2019 and for Half year ending 30th of June, 2020;
- Shareholders' Resolution of the Issuer dated 5th of December 2017 authorizing the Debt Issuance Programme;
- Board Resolution of the Issuer dated 23rd of July, 2020, authorizing the series 2 bond issuance;
- Letter from the Securities & Exchange Commission dated 16th April 2021 approving the registration ofthe Series 2 Pricing Supplement;
- Audited Financial Statement of the Issuer for the years ended 31st December 2015-2019 and H1 2020;
- Prospectus issued with respect to the Debt Issuance Programme;
- The Valuation report by Ubosi Eleh & Co Estate Surveyors and Valuers;
- Consents of Parties referred to in item 9 below;
- Material contracts referred to in item 7 above.

9. Consents

The following have given and not withdrawn their written consents to the issue of the Series 2 Pricing Supplement with their names and reports (where applicable) included in the form and context in which they appear:

Party	Role
Chukwuemeka Henry Okolo	Chairman
Chukwuemeka E. Ndu	Vice Chairman
Andrew Otike-Odibi	MD/CEO
Patrick Sule Ugboma	Director
Alex Mbakogu	Director
Larry Olugbenga Ademeso	Director
Tunde Alao Olaifa	Director
Babatunde Olakunle Edun	Director
Mbanugo Udenze & Co.	Company Secretary
Cordros Capital Limited	Lead Issuing House
Coronation Merchant Bank Limited	Joint Issuing House
FCMB Capital Markets Limited	Joint Issuing House
Financial Derivatives Company Limited	Joint Issuing House
FSDH Capital Limited	Joint Issuing House

Planet Capital Limited	Joint Issuing House
GTL Trustees Limited	Joint Trustee
STL Trustees Limited	Joint Trustee
UTL Trust Management Services Limited	Joint Trustee and Security Trustee
Cordros Trustees Limited	Joint Trustee
G. Elias & Co.	Solicitors to the Issue
Adroit Lex & Co.	Solicitors to the Issuer
Cordros Securities Limited	Stockbroker
Apel Asset Limited	Stockbroker
Bestworth Assets & Trust Limited	Stockbroker
PKF Professional Services	Auditor
SIAO Partner	Reporting Accountant
Crescent Registrars Limited	Registrar
Agusto & Co. Ltd	Rating Agency
Global Credit Rating Co.	Rating Agency
First City Monument Bank Limited	Receiving Bank
Stanbic IBTC Bank Limited	Receiving Bank
Ubosi Eleh & Co	Valuer

10. Related Party.

Mr. Chukwuemeka Ndu who is the vice chairman of C & I Leasing Plc and he is also a director in the Cordros Group, save as above, as at the date of this pricing supplement, no other relationship other than the professional ones established pursuant to this Series exists between the Issuer and any of its advisers.

11. Pledge of Assets

As at the date of this Pricing Supplement, the following assets have been pledged by the Issuer to creditors.

S/N	Description of Assets	Value of the Assets (₦)	Total Value to Total Asset of the Company	Beneficiaries of the Pledge	Total Asset of the Company
1	Land & Building	1,541,000,000.00	2.56%	Access Bank/Fidelity Bank	60,094,958,000.00
2	Vessel (Barak Defender)	2,484,000,000.00	4.13%	Access Bank/Fidelity Bank & UTL	60,094,958,000.00

12. Financial Information.

A. CONSOLIDATED STATEMENT OF PROFIT AND LOSS

	Notes	6-months period 30 June 2020	12-months ended 31 December 2019	31 December 2018	31 December 2017	31 December 2016	31 December 2015
		N'000	N'000	N'000	N'000	N'000	N'000
Gross earnings		10,232,181	32,553,536	28,181,992	21,371,697	17,015,799	14,577,657
Lease income	39	8,587,129	22,330,750	19,384,979	13,972,951	9,110,756	8,177,053
Lease expense	47	(3,391,827)	(10,615,783)	(8,672,739)	(4,861,802)	(2,750,118)	(2,193,854)
Net lease income		5,195,302	11,714,967	10,712,240	9,111,149	6,360,638	5,983,199
Outsourcing income	41	-	8,533,765	7,108,035	6,230,228	5,897,682	5,509,121
Outsourcing expenses	41	-	(7,532,511)	(6,315,473)	(5,525,571)	(5,179,863)	(4,821,896)
Net outsourcing income	41	689,101	-	-	-	-	-
Net outsourcing income		689,101	1,001,254	792,562	704,657	717,819	687,225
Vehicle sales and repairs	43	-	-	-	-	386,584	259,185
Cost of sales and repairs	43.1	-	-	-	-	(345,959)	(210,888)
Net income from vehicle sales		-	-	-	-	40,625	48,297
Tracking income	44	56,174	79,187	218,490	195,660	388,880	130,594
Tracking expenses	44	(22,260)	(61,240)	(81,390)	(72,591)	(287,233)	(31,361)
Net tracking income		33,914	17,947	137,100	123,069	101,647	99,233
Interest income	45	14,229	202,274	151,689	60,285	8,927	20,391
Other operating income	46	657,534	828,539	811,005	876,748	1,222,970	481,313
Finance Cost	40	(2,992,804)	(5,742,408)	(4,672,638)	(3,500,610)	(2,741,266)	(2,681,670)
		3,597,277	8,022,573	7,931,958	7,375,298	5,711,360	4,637,988
Impairment charge	38	36,443	(74,801)	(6,483)	(235,325)	(604,798)	(130,020)
Depreciation expense	48	(1,966,407)	(3,942,596)	(3,782,011)	(3,037,925)	(2,147,560)	(1,968,852)
Personnel expenses	49	(688,238)	(1,682,923)	(1,438,454)	(1,227,219)	(788,638)	(762,388)
Distribution expenses	50	(10,877)	(18,690)	(15,218)	(42,183)	(20,663)	(13,479)
Other operating expenses	51	(820,280)	(1,869,923)	(1,657,353)	(1,496,847)	(1,113,477)	(1,297,610)
Share of gain from joint venture	16.1	228,014	579,021	507,794	20,531	-	-
Profit on continuing operations before taxation		375,931	1,012,661	1,540,233	1,356,330	1,036,224	465,639
Income tax expense	25.1	(202,367)	(73,239)	(191,910)	(162,783)	(211,452)	(240,595)
Continued operations							
Profit for the year		173,564	939,422	1,348,323	1,193,547	824,772	225,044
Profit for the year from discontinued operation	42	-	-	-	15,294	-	-
Profit after tax and discontinued operation		173,564	939,422	1,348,323	1,208,841	824,772	225,044
Profit attributable to:							
Owners of the parent		209,299	1,019,313	1,275,584	1,154,907	784,558	211,760
Non-controlling interests		(35,735)	(79,891)	72,739	53,934	40,214	13,284
		173,564	939,422	1,348,323	1,208,841	824,772	225,044
Basic earnings per share [kobo]	55	26.78	252.15	315.54	71.42	48.52	13.10
Diluted earnings per share [kobo]	55	11.83	73.24	91.65	71.42	48.52	13.10

B. CONSOLIDATED STATEMENT OF FINANCIAL POSITION

	Notes	6-months period 30 June 2020	12-months ended 31 December 2019	31 December 2018	31 December 2017	31 December 2016	31 December 2015
		N'000	N'000	N'000	N'000	N'000	N'000
Assets							
Cash and balances with banks	10	4,684,530	1,989,532	1,712,543	1,239,836	983,183	1,417,825
Loans and receivables	11	15,799	28,822	387,148	351,957	226,512	471,528
Trade receivables	12	8,693,324	8,700,508	7,754,625	6,584,292	6,056,406	6,542,523
Finance lease receivables	13	3,783,271	3,619,586	1,999,330	1,515,030	1,728,632	2,433,283
Equity instruments at fair value through other comprehensive income	14	5,125	5,562	26,053	26,180	20,044	15,379
Investment in joint ventures	16	1,562,240	1,334,226	755,206	52,634	-	-
Other assets	17	6,442,356	5,423,723	5,098,160	5,021,348	3,745,527	160,990
Inventories	18	1,981,485	2,120,426	1,661,640	512,379	704,737	431,200
Plant and equipment for lease	19	30,536,121	30,556,351	30,686,724	27,167,387	22,521,767	15,475,375
Property, plant and equipment	20	1,519,410	1,579,191	1,631,280	1,584,522	1,479,740	1,418,287
Intangible assets	21	18,097	23,190	45,169	15,955	27,631	34,321
Current income tax assets	25.3	-	-	-	55,178	26,556	22,699
Deferred income tax assets	25.4	853,200	854,607	854,607	854,607	850,965	854,607
Total assets		**60,094,958**	**56,235,724**	**52,612,484**	**44,981,304**	**38,371,700**	**29,278,016**
Liabilities							
Balances due to banks	22	844,992	1,311,861	883,917	1,120,306	910,963	718,804
Commercial notes	23	14,270,819	14,333,056	10,727,157	9,672,506	7,060,371	5,598,090
Trade and other payables	24	7,313,315	7,183,091	7,020,725	6,621,125	5,300,648	3,261,843
Current income tax liability	25.2	85,027	185,179	144,493	289,834	347,210	612,939
Borrowings	26	21,804,557	21,335,227	21,825,128	18,125,421	16,699,543	13,356,957
Retirement benefit obligations	27	60,085	20,991	54,251	33,899	37,024	47,989
Deferred income tax liability	25.5	92,299	88,146	129,214	168,082	167,732	141,125
Total liabilities		**44,471,094**	**44,457,551**	**40,784,883**	**36,031,173**	**30,523,491**	**23,737,747**
Equity							
Share capital	28.2	390,823	202,126	202,126	808,505	808,505	808,505
Share premium	28.3	3,361,609	1,285,905	1,285,905	679,526	679,526	679,526
Retained earnings	32	4,019,588	3,210,989	2,754,149	1,804,375	266,078	(209,138)
Deposit for shares	29	1,975,000	1,975,000	1,975,000	2,283,312	2,466,012	2,453,528
Other equity reserves:							
- Statutory reserve	30	1,235,099	1,234,789	1,187,207	1,121,580	1,039,228	829,305
- Statutory credit reserve	31	258,643	858,253	373,682	160,600	626,343	613,725
- Foreign currency translation reserve	33	3,007,445	2,020,099	2,978,402	1,126,805	1,097,318	(393,369)
- AFS fair value reserve	34	4,496	4,933	5,161	5,288	(848)	(5,513)
- Revaluation reserve	35	716,490	716,490	716,490	683,400	643,246	581,094
		14,969,193	11,508,584	11,478,122	8,673,391	7,625,408	5,357,683
Non-controlling interest	36	654,670	269,589	349,480	276,741	222,801	182,587
Total equity		**15,623,863**	**11,778,173**	**11,827,602**	**8,950,132**	**7,848,209**	**5,540,270**
Total liabilities and equity		**60,094,958**	**56,235,724**	**52,612,484**	**44,981,304**	**38,371,700**	**29,278,016**

C. CONSOLIDATED STATEMENT OF CAHSFLOWS

	Notes	6-months period 30 June 2020	12-months ended 31 December 2019	31 December 2018	31 December 2017	31 December 2016	31 December 2015
		N'000	N'000	N'000	N'000	N'000	N'000
Cash flows from operating activities							
Profit after tax		209,299	1,019,313	1,133,146	-	-	-
Adjustment for:							
Depreciation of property, plant and equipment		96,181	231,167	230,214	-	-	-
Depreciation of Plant and equipment for lease		1,866,481	3,706,248	3,542,723	-	-	-
Amortisation of intangible assets		6,195	5,180	9,074	-	-	-
Impairment charge/(write back)		(36,443)	74,801	(182,339)	-	-	-
Profit on disposal of property, plant and equipment		(2,652)	(23,116)	175	-	-	-
Profit on disposal of plant and equipment for lease		(152,378)	(128,323)	(212,830)	-	-	-
Foreign currency translation difference		1,232,486	55,951	2,684,109	-	-	-
Loss on sale of investment securities		-	15,565	-	-	-	-
Revaluation of property, plant & equipment		-	-	29,527	-	-	-
Interest income		(14,229)	-	-	-	-	-
Finance cost		2,992,804	-	-	-	-	-
Exchange loss on repayment of convertible loan		-	-	16,328	-	-	-
Impact of IFRS 9 on a subsidiary		-	-	(47,101)	-	-	-
Transfer to reserve of a subsidiary		-	-	34,343	-	-	-
Deferred tax liabilities/(assets)		68,018			-	-	-
Write off of operating lease assets		-	-	64,151	-	-	-
Tax expense		134,349	185,179	342,470	-	-	-
		6,400,111	5,141,965	7,643,994	-	-	-
Changes in operating assets and liabilities							
Decrease in loans and receivables		13,023	(171,799)	(11,516)	-	-	-
Increase/(decrease) in trade and other receivables		(11,196)	(1,030,230)	(788,460)	-	-	-
Increase in finance lease receivables		(161,658)	(1,091,573)	(483,922)	-	-	-
Increase in other assets		(937,458)	(773,961)	(1,484,014)	-	-	-
Increase/(decrease) in trade and other payables		169,318	129,108	419,952	-	-	-
Increase/(decrease) in commercial papers		(62,237)	3,605,899	1,054,651	-	-	-
Tax refund			-	55,178	-	-	-
Tax paid		(135,208)	(144,493)	(284,734)	-	-	-
Cash flows generated from operating activities	52	-	-	-	2,219,608	230,631	(126,707)
Lease income		-	-	-	13,972,952	9,057,602	8,177,053
Outsourcing income		-	-	-	6,230,228	5,897,682	5,509,121
Interest income received		-	-	-	60,284	8,927	20,391
Vehicle sales income		-	-	-	-	386,584	259,185
Tracking and tagging income		-	-	-	195,660	388,880	99,233
Other income received		-	-	-	1,456,739	(137,344)	134,060
Investment income received		-	-	-	2,634	7,125	108171
Retirement benefit obligations paid		-	-	-	(711,950)	(680,474)	(207,546)
Cash payment to employees and suppliers		-	-	-	(13,343,517)	(10,169,188)	(9,456,443)
Income tax paid		-	-	-	(128,325)	(294,892)	(40,957)
Net cash provided by operating activities		5,274,695	5,665,516	6,121,129	9,954,313	4,595,533	4,475,561

C & I LEASING PLC

CONSOLIDATED STATEMENT OF CASH FLOWS

	Notes	Interim 6-months period 30 June 2020	12-months ended 31 December 2019	31 December 2018	31 December 2017	31 December 2016	31 December 2015
		N'000	N'000	N'000	N'000	N'000	N'000
Cash flows from investing activities							
Proceeds from sale of operating lease assets		-	179109	-	40,402	121,661	217,476
Proceeds from sale of Property, Plant and Equipment		2,652	35,184	-	89,652	4,877	61,359
Proceeds from sale of plant and equipment for lease	19	377,444	(3,934,987)	(7,292,956)	(7,762,176)	(5,741,808)	(5,300,265)
Purchase of property, plant and equipment	20	(12,573)	(230,086)	(236,885)	(223,507)	(95,391)	(262,652)
Purchase of plant and equipment for lease		(2,267,665)	-	-	-	-	-
Operating lease assets transferred							
Acquisition of intangible assets	21	(98)	(332)	(38,399)	(6,329)	(21,231)	(9,556)
Additional investment in joint ventures		-	-	(194,777)	-	-	-
Transfer of Plant and equipment for lease from EPIC		146,333	-	-	-	-	-
Interest income		14,229	-	-	-	-	-
Proceeds from sale of investment securities		-	4,698	-	-	-	-
Share of profit from joint ventures		(228,014)	(579,021)	(507,794)	-	-	-
Net cash used in investing activities		(1,967,692)	(4,525,435)	(8,270,811)	(7,861,758)	(5,731,872)	(5,293,638)
Cash flows from financing activities							
Dividend paid		-	(30,320)	-	-	(82,930)	(124,645)
Interest paid		(2,992,804)	-	-			
Finance Cost		-	-	-	(3,500,610)	(2,750,118)	(2,193,854)
Interest on finance lease facilities and loans		-	-	-	2,344,528		
Proceeds from borrowings		2,313,482	12,055,316	12,055,316	(918,650)	3,342,586	4,889,986
Repayment of borrowings		(1,694,845)	(13,236,141)	(8,936,516)	-	-	(1,944,599)
Proceeds from right issued during the year		2,264,401	-	-	-	-	-
Repayment of convertible loan (deposit for shares)		-	-	(324,640)	-	-	-
Share of (profit)/loss to non-controlling interest		(35,371)	(79,891)	64,618	-	-	-
Net cash used in financing activities		(145,137)	(1,291,036)	2,858,778	(2,074,732)	509,538	626,888
Increase/(decrease) in cash and cash equivalents		3,161,867	(150,955)	709,096	17,823	(626,801)	(191,189)
Cash and cash equivalents at the beginning of the year		677,671	828,626	119,530	72,220	699,022	5,762,402
Effect of exchange rate fluctuations		-	-	-	29,487	-	-
Cash and cash equivalents at the end of the year	37	3,839,538	677,671	828,626	119,530	72,220	5,571,212

APPENDIX A: EXTRACT FROM SERIES 2 TRUST DEED

The following Conditions will apply to the Series 2 Bonds:

1. The Bonds

Pursuant to the resolution of the shareholders of C&I Leasing PLC (the Issuer) dated December 5, 2017, the resolution of its board of directors dated July 23, 2020 and the provisions of the Programme Trust Deed, the issue of the ₦10Billion Fixed Rate Bonds due in 2028 (the Bonds or the Series 2 Bonds) is hereby authorized. The Series 2 Bonds are issued to allow for the repayment of existing short-term loans of the Issuer.

The Bonds are constituted by a Series 2 Trust Deed made between the Issuer, GTL Trustees Limited, Cordros Trustees Limited, UTL Trust Management Services Limited and STL Trustees Limited (the "Trustees") which expression shall include their successors-in title and assigns) as Trustees for holders of the Series 2 Bonds (the “Series 2 Bondholders” as more particularly defined in the Series 2 Trust Deed). The statements set out in these Terms and Conditions (the Conditions) include summaries of, and are subject to the detailed provisions of the Programme Trust Deed and the Series 2 Trust Deed. The Bondholders are entitled to the benefit of, and are bound by, and are deemed to have notice of all the provisions of the Programme Trust Deed.

2. Form, Currency and Denomination

The Series 2 Bonds shall be issued in dematerialized form and held as items of electronic book entry by crediting the CSD Accounts of every applicant who has agreed to hold the Bonds in dematerialized form. The Series 2 Bonds shall be registered with a separate securities identification code with the CSD. However, every Bondholder is entitled, upon request, to receive a certificate covering the aggregate amount of his beneficial interest in the Series 2 Bonds.

Statements issued or any other document issued by the CSD as to the aggregate number of the Series 2 Bonds standing to the credit of the CSD Account of any Bondholder shall be conclusive and binding for all purposes save in the case of manifest error and such Bondholder shall be treated by the Issuer, the Joint Trustees and the Registrar as the legal and beneficial owner of such aggregate number of Series 2 Bonds for all purposes.

The Series 2 Bonds will be denominated in Nigerian Naira, issued at par value and in minimum subscription amounts of ₦5,000,000.00 (Five Million Naira) and integral multiples of ₦ 1,000,000.00 (One Million Naira) thereafter.

3. Title to The Bonds

Title to the Series 2 Bonds will pass upon registration of the name of the Bondholder in the Register maintained by the Registrar for this purpose. All payments made to the Bondholder shall be valid and, to the extent of sums so paid, effective to satisfy and discharge the liability for the moneys payable on the Series 2 Bonds. Each Bondholder shall be entitled to deal in the Bonds held by the Bondholder in accordance with CSD procedures and guidelines and the provisions of these Conditions.

4. Status of The Bonds

The Bonds shall constitute secured, direct, senior, unconditional and unsubordinated obligations of the Issuer. The Bonds will rank pari-passu without any preference among themselves and at least pari-passu with the claims of all Series 2 Bondholders, except for obligations mandatorily preferred by law applying to companies generally.

5. Payments

The scheduled payments due in respect of the Series 2 Bonds shall be payable in the official currency of the Federal Republic of Nigeria, which at the respective dates of payment thereof is the legal tender for the payment of public and private debts.

6. Purchase, Redemption and Cancellation of Bonds

Redemption

The Principal Amount due on the Series 2 Bonds shall be amortised by semi-annual installments as set out in the Fourth Schedule (Amortization Payments) which shall commence immediately after the second anniversary of the Series 2 Bonds..

Redemption due to Changes in Legislation or Tax

The Issuer will have the option to redeem the Bonds in whole or in part at the Principal Amount thereof on giving of no more than sixty (60) days nor less than thirty (30) days' written notice to this effect (which notice shall be irrevocable and shall bind the Issuer to redeem theBonds on such date), 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 of any Sate thereof or therein 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) Such obligation cannot be avoided by the Issuer taking reasonable measures available to it; and
c) Which obligation results, in the absolute discretion of the Issuer, in an unacceptable increase to the Issuer of the funding costs relating to the Bonds; provided, however, that no such notice of redemption shall be given earlier than one hundred and eighty (180) days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts if a payment in respect of the Bonds were then due.

Cancellation

All the Series 2 Bonds which are redeemed in accordance with the provisions of the Series 2 Trust Deed will be cancelled and may not be reissued or resold.

7 REGISTRATION AND TRANSFER OF SERIES 2 BONDS

7.1 A Register of the Series 2 Bonds shall be kept by the Registrar at its office, and there shall be entered in such Register:

i. the names and addresses of the Bondholders for the time being of the Series 2 Bonds;

ii. the amount of the units of Series 2 Bonds held by every registered Bondholder;

iii. the CSD Account number of the Series 2 Bondholder;

iv. the date at which the names of every registered Bondholder is entered in respect of the Bond standing in his name; and

v. the date on which each Bondholder ceases to be a holder of any Series 2 Bonds.

7.2 Any change of name or address on a part of the Series 2 Bondholder shall forthwith be notified to the Registrar and thereupon the Register shall be altered accordingly. The Joint Trustees and the Series 2 Bondholders and any person authorised by any of them shall be entitled at all reasonable times during office hours to inspect the Register and to make copies of or take extracts from the same.

7.3 Subject to any Applicable Laws, the Series 2 Bonds are transferable in whole or in part by an instrument in writing in the usual common form of transfer or in any form approved by the Issuer and the Joint Trustees and in accordance with the provisions of this Series 2 Trust Deed.

7.4 Subject to any Applicable Laws, every instrument of transfer of the Series 2 Bonds must

be signed by both the transferor and the transferee and title to the Bond will pass upon registration of the instrument of transfer in accordance with the provisions of this Series 2 Trust Deed.

7.5 Every instrument of transfer of the Series 2 Bonds must be left for registration at the office of the Registrar for the time being of the Series 2 Bonds, along with such evidence as the Issuer may require to prove the title of the transferor or his right to transfer the Series 2 Bond, and if the instrument of transfer is executed by some other person on his behalf, the authority of that person to do so.

7.6 Any person becoming entitled to the Series 2 Bonds in consequence of the death, bankruptcy, winding-up or dissolution of the holder thereof may, upon producing such evidence that he has or is entitled to the capacity in respect of which he proposes to act under these Conditions or of his title as the Registrar shall think sufficient, be regarded as the holder of the Series 2 Bonds, or subject to the preceding Conditions as to transfer may transfer the same. The Issuer shall be at liberty to retain the interest and other amounts payable upon any Series 2 Bonds which any person is entitled to transfer under the preceding Conditions until such Person shall be registered or duly transfer the same as aforesaid.

7.7 No Series 2 Bondholder may require the transfer of a Series 2 Bond to be registered during a period of 15 days ending on the due date for any payment of coupon on the Bonds ("**Record Date**")**.**

7.8 Any power of attorney granted by a Series 2 Bondholder empowering his agent to deal with, or transfer any Series 2 Bond in accordance with CSD procedures and guidelines and the terms of this Deed, which is lodged, produced or exhibited to the Registrar will be deemed to continue and remain in full force and effect as between the Issuer, the Joint Trustees, the Registrar and the grantor of that power, and may be acted on until express notice in writing that it has been revoked or notice of the death of the grantor has been received by the Registrar.

8 Priority of Payments

On each Coupon Payment Date occurring prior to the delivery of a notice of an Event of Default, monies standing to the credit of the Sinking Fund Account as of the Coupon Payment Date shall be applied by the Joint Trustees in the following order of priority, (in each case only if and to the extent that payments of a higher priority have been made in full):

- To pay any statutory obligations;
- Where applicable, to pay pari-passu and pro rata according to the respective amounts thereof, the interest due and payable on the Bonds on the Coupon Payment Date; and
- Where applicable, to pay pari-passu and pro rata according to the respective amounts thereof, the scheduled principal amounts (if any) due and payable on the Bonds on the Coupon Payment Date.

Notwithstanding the condition above, on each Coupon Payment Date occurring after the delivery of a notice of an Event of Default, monies standing to the credit of the Sinking Fund Account as of the Coupon Payment Date shall be applied by the Joint Trustees in the following order of priority, (in each case only if and to the extent that payments of a higher priority have been made in full):

a) To pay any statutory obligations;
b) Where applicable, to pay pari-passu and pro rata according to the respective amounts thereof, the interest due and payable on the Bonds;
c) Where applicable, to pay pari-passu and pro rata according to the respective amounts thereof, the scheduled principal amounts due and payable on the Bonds;
d) To apply pari-passu and pro rata all available amounts remaining to prepay the outstanding principal (until repaid in full); and

e) To pay trustees' fees and expenses. The annual fees of the Joint Trustees shall be as agreed between the Issuer and the Trustee;

9 Notices

Notices to the Bondholders

a) All notices to Bondholders will be valid if written and mailed by post or licensed courier to the Bondholders at their respective addresses in the Register maintained by the Registrar. The Issuer shall also ensure that notices are duly given or published in a manner which complies with the rules and regulations of the Commission and the FMDQ. Any notice shall be deemed to have been given on the second day after being so mailed.

Notices from the Bondholders

b) Notices to be given by any Bondholder shall be in writing and given by lodging the same, with the Registrar.

10 Trust Provisions

Representative of the Bondholders

i. The Joint Trustees are the representatives of the Bondholders and are authorised to act on behalf of the Bondholders in accordance with these Conditions, the Series 2 Trust Deed, and the Programme Trust Deed.

ii. The Joint Trustees are hereby further authorized to contact the Registrar and/or the CSD for the purposes of obtaining information: (i) on the aggregate nominal amount outstanding on any Series of Bonds, (ii) on the identity of the Bondholders, and (iii) for the purposes of giving notices to Bondholders as stated under the *Condition of Notices.*

Binding Effect of the Conditions and the Trust Deed

iii. Bondholders are deemed to have accepted and will be bound by these Conditions and the terms of the Programme Trust Deed.

11 Taxation

By virtue of the provisions of Value Added Tax (Exemption of Proceeds of the Disposal of Government and Corporate Securities) Order, 2011 and the Companies Income Tax (Exemption of Bonds and Short-Term Government Securities) Order, 2011 respectively, corporate bonds are exempted from the imposition of value added tax and companies' income tax until year 2022. In addition, the Personal Income Tax (Amendment) Act, 2011 exempts corporate bonds from the imposition of personal income tax. This exemption is not time bound. In respect of Coupon accruing to corporate Series 2 Bondholders, post January 2022, the Issuer may be required by law to withhold tax on such Coupon payments to the corporate Bondholders. In that event, no additional amounts shall be paid to the corporate Series 2 Bondholders as a result thereof. Provided however that the Series 2 Bonds shall enjoy the benefits of the provisions of the tax exemptions, and such extension, amendments and modifications thereof.

12 Prescription

Claims against the Issuer for payment in respect of the Bonds shall be prescribed and become void unless made within 6 (six) years from the appropriate Relevant Date in respect of the Scheduled Payment. As used in these Conditions, ''Relevant Date'' in respect of any payment means the date on which such payment first becomes due.

13 Proceeding Against the Issuer

No Bondholder may proceed directly against the Issuer or submit a claim in the winding-up of the Issuer unless the Joint Trustees having become bound so to proceed or, being able to submit such a claim, fails to do so and notifies the Bondholders in writing of its refusal to do so, in which case the Bondholder may (i) take such proceedings in a representative capacity on behalf of himself and (where authorized), other Bondholders holding not less than ten percent (10%) of the Principal Amount of the Bonds of such Series, for the recovery of the

payments due on the Bonds; or (ii) take such proceedings in his name for the recovery of his own portion of the Bonds.

14 Event of Default

An Event of Default shall occur in respect of the Bonds:

a. If, otherwise than for the purposes of a solvent reconstruction, amalgamation, reorganization, merger or consolidation on terms previously approved by the Joint Trustees or by an Extraordinary Resolution of the Bondholders, an order is made, or a resolution is passed for the Winding-Up of the Issuer. If such an Event of Default occurs, the Joint Trustees may, subject as provided below, at their discretion, give notice to the Issuer that the Bonds are immediately repayable at their Principal Amount, plus accrued interest as provided in the Programme Trust Deed or relevant Supplemental Trust Deed.

b. If an event which has a Material Adverse Effect on the Issuer occurs;

c. If default is made in the payment of principal due, or interest which has not been deferred, and which is due in respect of the Bonds and such default is not as a result of a Disruption Event and which breach continues for a period of five (5) Business Days, the Joint Trustees may, subject as provided below, at their discretion and without further notice, institute proceedings in the Federal Republic of Nigeria (but not elsewhere) for the winding-up of the Issuer. Provided however that the Issuer shall not be in default if during the five (5) Business Days' grace period, it satisfies the Joint Trustees that withheld amounts were not paid in order to comply with any relevant fiscal law or any other law, regulation or order of any court of competent jurisdiction impacting on the fulfillment of the payment obligations of the Issuer;

d. **Cross Default:** if any Indebtedness or series of indebtedness in excess of [N200,000,000] (Two hundred Million Naira) only (or its equivalent in any other currency) of the Issuer in respect of money borrowed or raised apart from funds raised under the Bonds is not paid within ten (10) Business Days of: (i) its due date; or (ii) the end of any applicable period of grace, whichever is the later;

e. **Enforcement Proceedings:** if a distress, attachment, execution or other legal process is levied, enforced or sued, on or against, any substantial part of the property, assets or revenues of the Issuer and is not discharged or stayed within sixty (60) days thereof;

f. **Obligations Unenforceable:** if any of the Bonds and/or Programme Documents is or becomes wholly or partly void, voidable or unenforceable; or.

g. **Breach of Other Obligations:** if the Issuer does not perform or comply with any one or more of its other obligations under the Series 2 Trust Deed under which the Bonds are constituted or the Trust Deed, which default has not been remedied for a period of thirty (30) days after the date on which written notice of such default requiring the Issuer to remedy the same shall have been given to the Issuer by the Joint Trustees (except where such default is not, in the reasonable opinion of the Joint Trustees afterconsultation with the Issuer, capable of being remedied, in which case no such notice asis mentioned above will be required).

APPENDIX B: EXTRACT FROM SHAREHOLDERS RESOLUTION

LEASING PLC

Leasing House, 2 C&I Leasing Drive,
Off Bisola Durosinmi Etti Drive,
Off Admiralty Way, Lekki Phase 1, Lagos

info@c-leasing.com
www.c-leasing.com
+234 903 886 9179-88

THE FEDERAL REPUBLIC OF NIGERIA

COMPANIES AND ALLIED MATTERS ACT, 2004

PUBLIC COMPANY LIMITED BY SHARES

SHAREHOLDERS RESOLUTION

At the Extraordinary General Meeting of the Company duly held on Tuesday, December 5,2017 at 11:00am prompt at Standard Alliance Insurance House, Plot 1, Block 94, Providence Street, Lekki Phase 1, Lagos State, the following resolutions were duly proposed and passed:

i. That the Company be and hereby authorised to raise additional debt capital of up to N20,000,000,000 (Twenty Billion Naira) or any amount through the issuance of bonds in tranches to be determined by the Directors, upon such terms and conditions as the board may deem fit;
ii. That the directors be and are hereby authorised to consent to, approve, enter into and execute any agreement, deed or document required for or incidental to the issue;
iii. That all acts carried out by the Directors and Management hitherto in connection with the above, be and are hereby ratified; and
iv. That the directors be and are hereby authorised to take all such incidental, consequential and supplemental actions and to execute all requisite documents as may be necessary to give effect to the above resolutions.

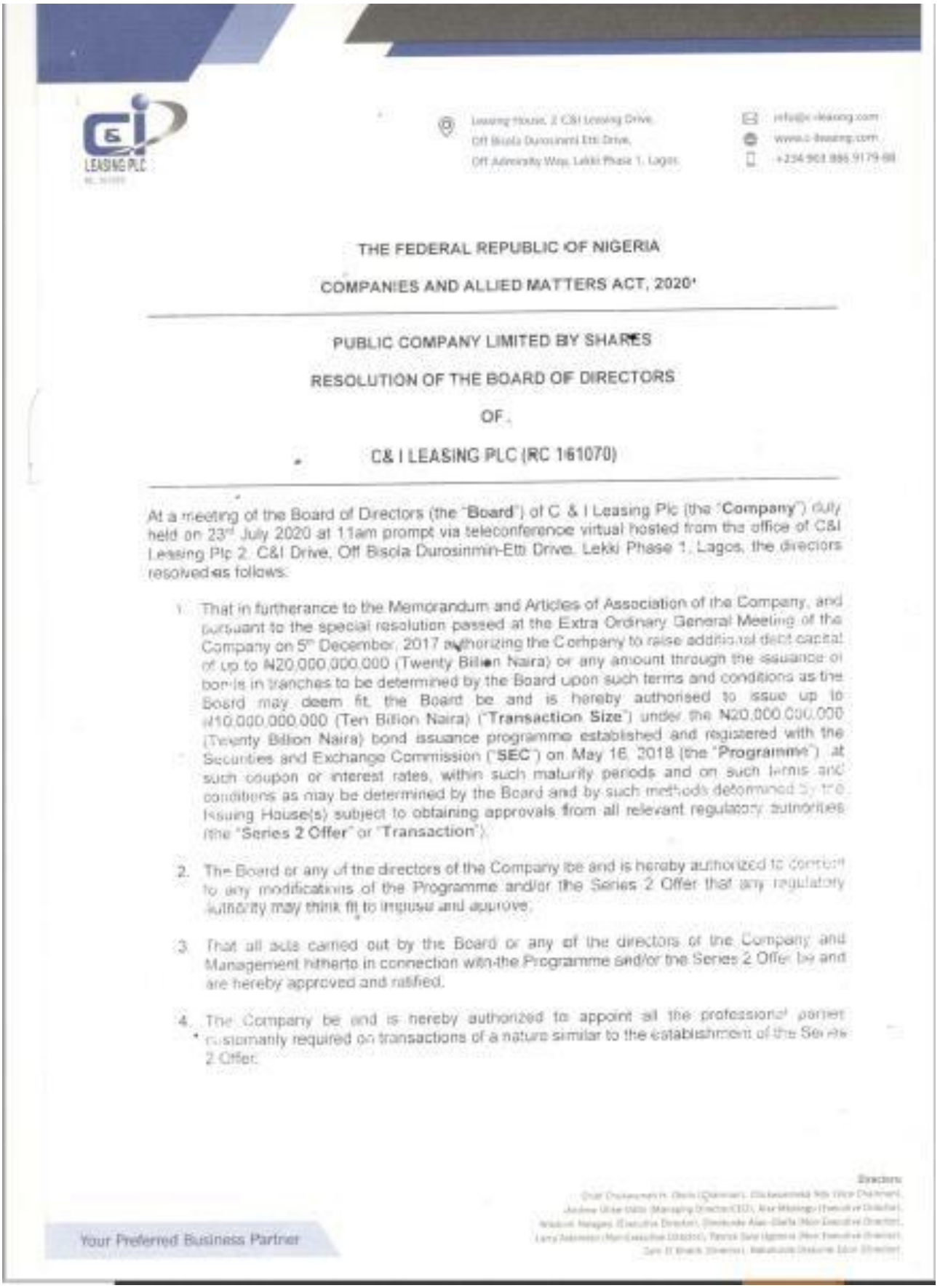
Dated this 5th Day of December, 2017

CHUKWUEMEKA NDU
DIRECTOR

MBANUGO UDENZE &CO
SECRETARY

Directors:

APPENDIX C: EXTRACT FROM BOARD RESOLUTION



C&I LEASING PLC

Leasing House, 2 C&I Leasing Drive,
Off Bisola Durosinmi Etti Drive,
Off Admiralty Way, Lekki Phase 1, Lagos.

info@c-ileasing.com
www.c-ileasing.com
+234 903 886 9179-88

THE FEDERAL REPUBLIC OF NIGERIA

COMPANIES AND ALLIED MATTERS ACT, 2020

PUBLIC COMPANY LIMITED BY SHARES

RESOLUTION OF THE BOARD OF DIRECTORS

OF

C&I LEASING PLC (RC 161070)

At a meeting of the Board of Directors (the "**Board**") of C & I Leasing Plc (the "**Company**") duly held on 23rd July 2020 at 11am prompt via teleconference virtual hosted from the office of C&I Leasing Plc 2, C&I Drive, Off Bisola Durosinmin-Etti Drive, Lekki Phase 1, Lagos, the directors resolved as follows:

1. That in furtherance to the Memorandum and Articles of Association of the Company, and pursuant to the special resolution passed at the Extra Ordinary General Meeting of the Company on 5th December, 2017 authorizing the Company to raise additional debt capital of up to ₦20,000,000,000 (Twenty Billion Naira) or any amount through the issuance of bonds in tranches to be determined by the Board upon such terms and conditions as the Board may deem fit, the Board be and is hereby authorised to issue up to ₦10,000,000,000 (Ten Billion Naira) ("**Transaction Size**") under the ₦20,000,000,000 (Twenty Billion Naira) bond issuance programme established and registered with the Securities and Exchange Commission ("**SEC**") on May 16, 2018 (the "**Programme**"), at such coupon or interest rates, within such maturity periods and on such terms and conditions as may be determined by the Board and by such methods determined by the Issuing House(s) subject to obtaining approvals from all relevant regulatory authorities (the "**Series 2 Offer**" or "**Transaction**").

2. The Board or any of the directors of the Company be and is hereby authorized to consent to any modifications of the Programme and/or the Series 2 Offer that any regulatory authority may think fit to impose and approve.

3. That all acts carried out by the Board or any of the directors of the Company and Management hitherto in connection with the Programme and/or the Series 2 Offer be and are hereby approved and ratified.

4. The Company be and is hereby authorized to appoint all the professional parties customarily required on transactions of a nature similar to the establishment of the Series 2 Offer.

Directors

Your Preferred Business Partner

C & I LEASING PLC

7. Any subsequent variation of or modification to the Transaction documents that may be considered necessary by the Board be and is hereby approved;

8. The Board or any of the directors of the Company or the Company Secretary be and are hereby authorised to take all such incidental, consequential and supplemental actions and to execute all requisite documents, notices, letters or certificate as may be necessary to give effect to the above resolutions, and to make all returns that are, in the opinion of the Issuing Houses(s)/Financial Advisers or Legal Advisers required to make any statutory or regulatory filings necessary for and incidental to the establishment of the Series 2 Offer.

Dated this 23rd day of July 2020

We hereby certify that the above are true and accurate extracts from the minutes of the board of directors of C & I Leasing Plc that held on the 23rd day of July 2020.

ANDREW OTIKE-ODIBI
MANAGING DIRECTOR

MBANUGO BENEDICT
COMPANY SECRETARY

APPENDIX D: EXTRACT OF ISSUER's RATING REPORT.

Agusto&Co.

C & I Leasing Plc

Rating:

Bbb

Outlook: Stable
Issue Date: Sep 2020
Expiry Date: 30 Jun 2021
Previous Rating: Bbb

Industry:
Financial & Leasing

Analysts:

Chiamaka Ozorjiri
chiamakaozorjiri@agusto.com

Adebiyi Olukoya
biyiolukoya@agusto.com

Agusto & Co. Limited
UBA House (5th Floor)
57, Marina
Lagos
Nigeria

www.agusto.com

RATING RATIONALE

C & I Leasing Group's ("C & I" or "the Group") rating is supported by good asset quality, adequate capital and a stable and experienced management team. The rating is, however, constrained by low profitability, a funding mismatch and the weak macroeconomic climate which has been accentuated by the COVID-19 pandemic. The drop in crude oil prices in particular had an adverse impact on performance with over 37% of the Group's income generated from the provision of marine support services to the oil & gas sector. C & I is one of the largest leasing companies in Nigeria and West Africa. The Group comprises C & I Leasing Plc, Nigeria and two subsidiaries: EPIC International FZE, United Arab Emirates, and Leasafric Ghana Limited. C & I provides vessels, finance leases, fleet maintenance and car rental services and personnel outsourcing services.

As at 31 December 2019, the Group had total assets of ₦56.2 billion, 54.3% of which was accounted for by operating lease assets primarily comprising marine vessels (69.6%) and motor vehicles (27%). C & I has a marine fleet of 21 vessels with an average age of 5 years, which is favourable in comparison to useful lives of 25-30 years. We believe the relatively young age of the vessels enhances the Group's earning capacity while crew boats are versatile with utility in the general transportation of people and cargo. Operating lease service receivables were the second largest contributors to C & I's total assets with 14%. As at 30 June 2020, marine leases accounted for 87.1% of operating lease service receivables with more than half being exposures to IOCs, which we view positively given the low associated credit risk. Nonetheless, we note that in periods of low oil prices, the day rates of these vessels are reduced and delays in payments occur, which has an adverse impact on the cash flow of C & I.

As at 30 June 2020, ₦1.2 billion of operating lease rentals were more than 90 days past due, a considerable increase from ₦304 million at the end of 2019. The Group's past due operating lease rentals as at 31 December 2019 equated to 3.9% of receivables, which was better than our benchmark of 5%. However, the ratio worsened to 15.8% as at 30 June 2020. The past due receivables were

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GCR GLOBAL CREDIT RATING CO.
Local Expertise • Global Presence

C&I Leasing Plc

Nigeria Corporate Analysis — **October 2020**

Rating class	Rating scale	Rating	Rating outlook	Expiry date
Long term	National	$BBB_{(NG)}$	Negative	October 2021
Short term	National	$A3_{(NG)}$		

Financial data:

(USD'm comparative)*

	31/12/2018	31/12/2019
NGN/USD (avg.)	305.6	306.4
NGN/USD (close)	306.5	306.5
Total assets	171.5	183.4
Total capital	109.1	120.7
Total debt	52.0	51.9
Cash & equiv.	5.6	6.5
Revenue	87.4	101.0
EBITDA	31.4	33.7
NPAT	3.9	3.1
Op. cash flow	16.6	6.7
Market cap.*	N34.8bn/USD11.3m	
Market share	n.a.	

* Central Bank of Nigeria exchange rates
* As at 09/10/2020 @ NGN/USD.

Rating history:

Initial rating (June 2006)
Long term rating: BBBnon
Short term rating: A3non
Rating outlook: Stable

Last rating (February 2020)
Long term: $BBB_{(NG)}$
Short term: $A3_{(NG)}$
Rating outlook: Stable

Related methodologies/research:

Global Criteria for Rating Finance and Leasing Companies, updated March 2017

Global Master Criteria for Rating Corporate entities, updated February 2018
C&I rating reports (2006-2020)
Glossary of Terms/Ratios (February 2017)

GCR contact(s):

Analyst

Funmilayo Abdulrahman
Senior Analyst
funmilayo@gcrratings.com

Committee Chairperson

Dave King

Analyst location: Lagos, Nigeria

Tel: +234 1 904 9462

Website: www.globalratings.com.ng

Summary rating rationale

- The ratings take into consideration C&I Leasing Plc's ("C&I" or "the Group") entrenched brand in the equipment leasing and logistics sector, as well as the relative stability of revenue (underpinned by rapid business growth and expansion). However, of major concern is the high level of leverage and significant liquidity pressure displayed at FY19 and 1H FY20.
- The rating has been placed on Negative Outlook given that the impact of the COVID-19 pandemic is considered high (particularly for the Group), based on its business focus in transportation and logistics. Also, a sizeable portion of C&I's clientele base operate in the susceptible oil and gas sector. However, long-term business growth potential for the sector is considered strong.
- Revenue grew consistently throughout the five years of review, displaying a compounded annual growth rate ("CAGR") of 21.8% in FY19. Growth has been largely driven by business expansion and strategic alliance opportunities undertaken across the Group between FY15 and FY18. While management had expected revenue growth to be sustained over the short medium-term, current year revenue have been impacted by movement restrictions across the globe due to the COVID-19 pandemic. In as much as the decline in revenue is likely to be to sustained for the rest of FY20, this is expected to bounce back in the medium to long-term.
- Profit margins were unstable in the five years to FY19, albeit remained within strong range for most of the period. Particularly performance has been largely constrained by the continuous increase in finance cost, exacerbated by current macroeconomic challenges. As such, pre-tax profit declined year-on-year (y/y) by 34% in FY19 and by annualised 25% at 1H FY20. In the interim, management has embarked on cost curtailment initiatives to contain profitability pressures.
- Sourcing of long-term funding remains a major challenge across the sector and for the Group in particular. As such, the Group financed a substantial portion of its business expansion through short-term debt, which could further strain the liquidity position. Resultantly, operating cash flow coverage of debt declined to 6%, which is considered low. Positively, C&I is currently in the process of raising up to N10bn, via issuance of bonds, to refinance some of the short-term debts and ease liquidity pressure.
- Gearing metrics remain elevated, as net debt to EBITDA is sustained at 336% at 1H FY20 (FY19: 339%) and likely to remain within current range in the short-term. However, the fact that management does not plan for any major capex for the next three years is expected to see gearing metrics slowly tapper down over the medium term.
- C&I has grown its capital base over the review period through a combination of retained earnings and capital raises. Accordingly, the capital adequacy ratio ("CAR") improved to 22% at 1H FY20 (FY19: 20%, FY18: 18%), following an additional capital injection through rights issuance of up to N2.3bn during the period. Furthermore, a loan stock of about N2bn is expected to be converted to equity before the end of FY20.

Factors that could trigger a rating action may include

Positive change: Ability of the Group to successfully raise longer tenored fund such that funding profile and gearing metrics improves significantly. Also, an improvement in profitability over the medium-term would also support firmer credit protection metrics.

Negative change: Further deterioration in profitability and liquidity metrics, such that weakens operating cash flow and/or interest rate coverage, could result in rating downgrade.

GLOBAL CREDIT RATING CO.

APPENDIX E: EXTRACT OF ISSUE RATING REPORT.

Agusto&Co.

2020 Finance & Leasing Company Rating

C&I Leasing Plc.

Up to ₦10 Billion 7-year Series II Senior Fixed Rate Bond due 2027

Indicative Rating Assigned*:

Bbb+

**The issue rating is indicative and a final rating will be based on receipt of all duly executed contractual agreements.*

Outlook: Stable

Issue Date: December 2020

Expiry Date:
The rating of the Bond is subject to annual review throughout the tenure of the Bond

Previous Rating: None

Bond tenor: 7 years

Issuer Rating: Bbb

Industry: **Finance & Leasing**

Analysts:

Chiamaka Ozorjiri
chiamakaozorjiri@agusto.com

Adebiyi Olukoya
AbiyiOlukoya@agusto.com

Agusto & Co. Limited
UBA House (5th Floor)
57, Marina
Lagos
Nigeria

www.agusto.com

The Bond is adjudged to offer adequate safety of payment of interest and principal; however, changes in circumstances can adversely affect such issues more than those in the higher rated categories.

RATING RATIONALE

Agusto & Co has assigned an indicative rating of "Bbb+" to C&I Leasing Plc.'s ("C&I Leasing", "the Issuer") ₦10 billion Series 1 Fixed Rate Senior Secured Seven-Year Bond ("the Issue", "the Bond"). The Bond is secured by 15 marine vessels – 10 unencumbered vessels and 5 encumbered vessels ("the Security") – owned by the Issuer and jointly valued at ₦17.2 billion on the open market by Ubosi Eleh & Co. The rating is supported by a notching up of the Issuer's "Bbb" rating due to a 66% expected recovery rate from the enforcement of the Security under a forced sale ₦12.9 billion valuation and after the repayment of the balance due to the Series I bond and the encumbered vessels' creditor. In our view, the expected credit loss on the Issue is moderate in the event of default because of the marine vessels which provide credit enhancement for the Bond.

The Issue's proceeds will be utilised by the Sponsor to replace short-term funds. The Bond's interest shall be payable semi-annually, while the principal on the Bond will be repaid semi-annually on an amortized basis after an initial two-year moratorium period. A sinking fund is to be created in accordance with the trust deed and made available for principal redemption and coupon payments.

The Issuer has good asset quality underpinned by good capacity utilisation, with most vessels tied-up in long term contracts. C&I Leasing Plc also has good quality obligors (including international oil companies) with relatively low delinquent rates on receivables. The Issuer's good asset quality is also reflected in the relatively young average age of the marine vessels which enhances the Issuer's earning capacity while C&I Leasing's crew boats are versatile with utility in the general transportation of people and cargo. Nevertheless, we note that asset quality remains contingent on

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Related Document: Agusto & Co.'s 2020 C&I Leasing Plc.'s Entity Rating Report

GLOBAL CREDIT RATING CO.

GCR | GLOBAL CREDIT RATING CO.
Local Expertise • Global Presence

C&I Leasing Plc N20bn Debt Issuance Programme (Series 2 Bonds)

Nigeria Bond Analysis — **December 2020**

Security class	Amount	Rating Scale	Rating*	Outlook*	Expiry date
Senior Secured	N10bn	National	BBB+$_{(NG)}$	Negative	May 2021

Key Counterparties:

Issuer: C&I Leasing Plc

Issuer's long-term national scale credit rating: BBB$_{(NG)}$, Outlook: Negative.

Trustees to the Bondholders:

Cordros Trustees Limited, GTL Trustees Limited, UTL Trust Management Services Limited, and STL Trustees Limited

Security Trustee

UTL Trust Management Services Limited

Lead Issuing House:

Cordros Capital Limited

Joint Issuing Houses:

Financial Derivative Company Limited, Coronation Merchant Bank Limited, FCMB Capital Markets Limited, FSDH Capital Limited and Planet Capital Limited

Summary of Transaction:

Programme limit:		N20bn
Previous Issue:	Series 1	N7bn*
Current Issue:	Series 2	N10bn
Ranking:		Senior/Secured

*Initial offer size

Rating History:

Initial/last rating: (new)

Related Methodologies/Research:

Global Criteria for Rating Finance and Leasing Companies, updated March 2017
Global Criteria for Rating Corporate Entities, updated February 2017
Global Structurally Enhanced Corporate Bonds Rating Criteria", updated November 2017
C&I rating report, 2020
Glossary of Terms/Ratios, February 2016

GCR Contacts:

Primary analyst:
Funmilayo Abdulrahman
Senior Credit Analyst
funmilayo@gcrratings.com

Committee Chairperson:
Dave King

Analyst location: Nigeria
Tel: +2341 904 9462-3
Website: www.globalratings.com.ng

Transaction summary

C&I Leasing Plc's ("C&I" or "the Issuer") N10bn Series 2 Bonds are the second series of bonds to be issued under the N20bn Debt Issuance Program ("DIP") embarked upon by the Issuer in 2018. The Issuer is authorized, through an enabling resolution of its Board of Directors ("board"), to issue the fixed rate redeemable Bonds by way of a book build within such periods and under different terms and conditions as the company may deem appropriate. The first series of bonds issued under the DIP (Series 1 Bonds), issued in 2018 constituted senior secured obligation of the Issuer. The Series 1 Bonds raised a sum of N7bn, with N4.8bn being the outstanding balance on the principal as at November 2020. On the other hand, the Series 2 Bonds is being proposed for a seven-year period, with a two-years moratorium on principal. The Series 2 Bonds will constitute direct, senior, secured and unconditional obligations of the Issuer, and rank *pari-passu* without preference with other outstanding senior secured obligations of the Issuer (existing and future).

Summary rating rationale

- The Issuer is a leading brand in the equipment leasing and logistics sector in Nigeria, underpinned by its wide market coverage and entrenched experience. Global Credit Rating Company Limited affirmed the long-term national scale rating of C&I as BBB$_{(NG)}$ in October 2020, with the outlook accorded as Negative.
- The indicative rating of the Series 2 Bonds is derived by applying a notching approach, starting from the unsubordinated unsecured credit rating of the Issuer. The accorded indicative rating reflects the unsubordinated and secured nature of the Bonds to be issued, which will rank at par with all senior secured indebtedness of the Issuer. Accordingly, the Series 2 Bonds have been accorded an *indicative, public national scale long-term rating* of BBB+$_{(NG)}$, which is one notch higher than the unsubordinated unsecured credit rating of the Issuer, based on the estimated "Good Recovery Prospects" of the Security in an enforcement scenario, based on the recovery rate calculations on page 3 of this report relying on the covenant by the Issuer to secure from the relevant third-party, a deed of release in respect of the encumbered vessels on the date of repayment of all outstanding obligations to the third party.
- A legal opinion from the solicitor to the Trustees (G.Elias & CO.) of the Series 2 Bonds confirms that the transaction documents are legal, valid, binding and enforceable against the Issuer by third parties and any insolvency official. Also, the security deed is stated to be enforceable notwithstanding the bankruptcy or insolvency of the Issuer.

Factors that could trigger a rating action may include:

Positive change: A positive movement in the rating of the Issuer could trigger a positive rating action.

Negative change: A significant change in the final transaction structure, non-compliance with covenants, and/or a downgrade of the Issuer's rating, would trigger a negative rating action.

* Indicative rating and outlook, to be converted to a final rating and outlook upon the receipt of all final transaction documents.

APPENDIX F: REPORTING ACCOUNTANTS REPORT ON HISTORICAL REPORTS

C& I LEASING PLC

SIAO

Lagos: 165, Ota Holloway Road, Ikoyi, Lagos.
Tel: 01 463 0871-2 Fax: 01-463 0870

Abuja: 1st Floor, Bank of Industry Building
Central District Area, FCT, Abuja.
Tel: 09-291 2402-3
E-mail: enquiries@siao-ng.com
Website: www.siao-ng.com

SIAO/AU/EO/13951/20

5 November 2020

The Directors
C & I Leasing Plc
5, C&I Leasing Drive
Lekki Phase 1
Lagos.

The Directors
Cordros Capital Limited
70, Norman Williams Street
South West Ikoyi
Lagos.

Gentlemen,

PROPOSED 10 BILLION BOND ISSUE BY C & I LEASING PLC ("THE ISSUER")
REPORT ON THE GROUP HISTORICAL FINANCIAL STATEMENTS

The financial information is based on the Group's audited financial statements for the half-year ended 30 June 2020 and five years audited financial statements for the years ended 31 December 2019, 2018, 2017, 2016 and 2015. The financial statements have been prepared in accordance with the Group Accounting Policies set out on pages 13 – 39. The Group financial statements on which the financial information is based are the responsibilities of the Directors of the Group who approved their issue. The Directors of the Group are responsible for the contents of the Prospectus in which this report is included.

Our review of the Group financial statements has been limited primarily to the working papers of the External Auditors, PKF, for the half year ended 30 June 2020 and for the years ended 31 December 2019, 2018, 2017, 2016 and 2015 and enquiries of the Group's personnel and analytical procedures applied to the group financial data. We have not performed an audit and thus our assignment provides less assurance than an audit: as such we are not expressing an audit opinion.

Our review was conducted in accordance with International Auditing Standards applicable to review engagements. This Standard requires that we plan and perform the review to obtain moderate assurance as to whether the group financial statements are free of material misstatement. As stated earlier, we have not performed an audit and, accordingly we do not express an audit opinion.

In our opinion, the Group Financial Statements prepared on the basis of accounting policies normally adopted by the Group give a true and fair view of the state of affairs of **C&I Leasing Plc** and its subsidiaries (together, the Group) for each of the years ended 31 December 2019, 2018, 2017, 2016 and 2015 and for the half-year ended 30 June 2020.

We have no responsibility to update this report for events and circumstances occurring after the date of this report.

Yours faithfully,

Abiodun Ariyibi
FRC/2013/ICAN/00000001548
For: SIAO (Chartered Accountants)

APPENDIX G: GOING CONCERN STATUS-AUDITOR

PKF Professional Services

PKF
Accountants &
business advisers

30 November 2020

The Managing Director
C & I Leasing Drive Plc
C & I Leasing Drive,
Off Bisola Durosinmi Etti Drive
Off Admiralty Way,
Lekki Phase 1
Lagos.

and

The Managing Director
Cordros Capital Limited
70 Norman Williams Street
Ikoyi
Lagos.

Dear Sirs,

CONFIRMATION OF GOING CONCERN
PROPOSED N10 BILLION SERIES 2 BOND ISSUANCE UNDER THE N20 BILLION BOND ISSUANCE PROGRAMME BY C&I LEASING PLC

C&I Leasing Plc ("the Company") is seeking to issue a Senior Fixed Rate Bond Series 2 in the sum of N10 billion, under the existing N20 billion Debt Issuance Programme.

Based on our audit of the financial statements for the year ended 31 December 2019 and review of the financial forecast of C&I Leasing Plc (for which the Directors are solely responsible) for the three years ending 31 December 2021, 2022 and 2023, 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 Nigerian Securities and Exchange Commission.

Yours faithfully,
For: PKF Professional Services

Ayodeji Sonukan, FCA
FRC/2013/ICAN/00000002431
For: **PKF Professional Services**
(Chartered Accountants)
Lagos.

Date: 30 November 2020

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.

PKF Professional Services is a member of the PKF International Limited family of legally independent firms and does not accept any responsibility or liability for the actions or inactions of any individual member firm or firms.

APPENDIX H: GOING CONCERN STATUS-DIRECTORS



C&I LEASING PLC

Leasing House, 2 C&I Leasing Drive,
Off Sikoda Oluwoleni Eti Drive,
Off Admiralty Way, Lekki Phase 1, Lagos

info@c-ileasing.com
www.c-ileasing.com
+234 (0) 806 886 9179-80

Wednesday, 04 November 2020.

The Director General,
Securities and Exchange Commisssion
SEC Tower
Plot 272 Samuel Adesujo Ademulegun Street
Central Business District
Abuja.

Dear Sir,

CONFIRMATION OF GOING CONCERN STATUS OF C & I LEASING PLC

The Directors of C & I Leasing Plc ("C & I Leasing" or "the Company") are required to prepare financial statements at the end of each financial period which give a true and fair view of the state of affairs and the Company's profitability. They are also responsible for maintaining proper accounting records and taking reasonable steps to prevent and detect fraud and other irregularities. The Directors are responsible for selecting suitable accounting policies and applying them on a regular basis, making judgements and estimates that are prudent and reasonable.

The applicable International Financial Reporting Standards have been followed and the C & I Leasing's financial statements are prepared using accounting policies which comply with generally accepted accounting standards in Nigeria, the Companies and Allied Matters Act, 2020 and the Financial Reporting Council of Nigeria Act, 2011.

The Directors of C & I Leasing, having made appropriate enquiries, reviewed budgets, projected cashflows and other relevant information, consider that adequate resources will exist for the business to continue in operations for the foreseeable future and therefore, it is appropriate to adopt the going concern basis in preparing the financial statements.

Yours faithfully,

For: **C&I Leasing PLC**

Andrew Otike-Odibi
MANAGING DIRECTOR/CEO

Alex Mbakogu
EXECUTIVE DIRECTOR/CFO

BEFORE ME
NOTARY PUBLIC OF NIGERIA
G. MBANUGO UDENZE

Your Preferred Business Partner

APPENDIX I: EXTRACT OF THE VALUATION REPORT- UNENCUMBERED VESSELS

UBOSI ELEH + CO.
ESTATE SURVEYORS + VALUERS
Est. 1991

HEAD OFFICE:
27, Obafemi Awolowo Way,
2nd Floor, P. O. Box 3413,
Ikeja, Lagos
Tel: + 234 805 479 7515

www. ubosieleh.com
e-mail: infoikeja@ubosieleh.com

September 22, 2020

The Managing Director
C & I Leasing Plc
Off Bisola Durosinmi Etti Drive
Lekki Phase I
Lagos

Dear Sir

VALUATION OF MARINE VESSELS BELONGING TO C &I LEASING PLC.

Further to your recent instruction namely to determine the Market Value of Marine Vessels, we have since carried out our inspections and now have the pleasure in reporting to you as follows:

DATE OF INSPECTION:

Our inspections were undertaken between Monday the 21st day and Tuesday the 22nd day September, 2020.

ASSETS VALUED:

Assets valued, details of which would be found in the attached schedule are Marine Vessels.

CONDITION:

MARINE VESSELS

We have inspected the vessels and have found them to be in good state of repairs except where otherwise stated in this report. We have also accordingly adopted such tests and procedures as considered necessary in each case. We were also given considerable information as to the maintenance schedule of the various items.

INFORMATION:

Information contained in this Report has been obtained as follows.

i. as regards the descriptive details of the marine vessels from visual inspection and tests carried out.

ASSUMPTIONS:

MARINE VESSELS

In valuing the marine vessels we have assumed;

i. that these assets by virtue of the documents shown to us and their locations of confer sufficient ownership status on the company.

ii. that the title to the marine vessels are good and marketable.

iii. that the marine vessels are maintained by qualified and competent engineers regularly as recommended by the manufacturers using genuine spare parts.

iv. that the assets will not be subject of wilful and reckless use as to make their values depreciate rapidly.

v. that the assets are free from all onerous charges and restrictions.

vi. that the information with which we are supplied are correct.

VALUATION BASIS:

We have considered the assets in the light of their continuous existing use and our basis of valuation is the open market; that is the price which an interest in an asset or an item of marine vessels might reasonably be expected to realise in a sale by private treaty assuming:

a. a willing buyer

b. a reasonable period within which to negotiate the sale taking into account the nature of the assets and the state of the market.

c. values will remain static throughout the period.

d. the assets will be freely exposed to the market

e. no account is to be taken of an additional bid by a special purchaser.

f. no account is to be taken of expenses of realisation which may arise in the event of a disposal.

METHOD OF VALUATION:

MARINE VESSELS.

These have been considered in the light of their continuous existing use and are valued by the depreciated replacement cost (DRC) method. This method equates the open market value of an asset to the estimated total cost of the items as new at the date of valuation less an allowance for depreciation to account for age, wear and tear and obsolescence.

a. a willing buyer

b. a reasonable period within which to negotiate the sale taking into account the nature of the assets and the state of the market.

c. values will remain static throughout the period.

d. the assets will be freely exposed to the market

e. no account is to be taken of an additional bid by a special purchaser.

f. no account is to be taken of expenses of realisation which may arise in the event of a disposal.

OPINION:

WE ARE OF THE OPINION that the Market Value of the Vessels of **C & I LEASING PLC** as at Tuesday the 22nd day of September, 2020 is in the total sum of **₦11,651,656,000.00 (Eleven billion, six hundred and fifty-one million, six hundred and fifty-six thousand, Naira)** only

This Certificate is issued for the use of the addressee only and no responsibility is accepted from any third party for the whole of its contents or any part thereof.

If our opinion of value is to be disclosed the basis of our valuation should please be stated and if our figure is to be published, it will be necessary for our prior consent to be obtained for the form and context in which it will be published.

Yours faithfully

Estate Surveyors & Valuers Registration Board of Nigeria
REG. No. 576

Sign .....

UBOSI ELEH + COMPANY
FRC/2014/NIESV/00000003997

To confirm authenticity of this valuation report please send mail to
valuationconfirmation@ubosieleh.com

EXTRACT OF THE VALUATION REPORT- ENCUMBERED VESSELS

UBOSI ELEH + CO.
ESTATE SURVEYORS + VALUERS
Est. 1991

HEAD OFFICE:
27, Obafemi Awolowo Way,
2nd Floor, P. O. Box 3413,
Lagos
Tel: +234 805 479 7515

www. ubosieleh.com
e-mail: infolkeja@ubosieleh.com

September 22, 2020

The Managing Director
C & I Leasing Plc
Off Bisola Durosinmi Etti Drive
Lekki Phase I
Lagos

Dear Sir

VALUATION OF MARINE VESSELS BELONGING TO C &I LEASING PLC.

Further to your recent instruction namely to determine the Market Value of Marine Vessels, we have since carried out our inspections and now have the pleasure in reporting to you as follows:

DATE OF INSPECTION:

Our inspections were undertaken between Monday the 21st day and Tuesday the 22nd day September, 2020.

ASSETS VALUED:

Assets valued, details of which would be found in the attached schedule are Marine Vessels.

CONDITION:

MARINE VESSELS

We have inspected the vessels and have found them to be in good state of repairs except where otherwise stated in this report. We have also accordingly adopted such tests and procedures as considered necessary in each case. We were also given considerable information as to the maintenance schedule of the various items.

INFORMATION:

Information contained in this Report has been obtained as follows.

i. as regards the descriptive details of the marine vessels from visual inspection and tests carried out.

ASSUMPTIONS:

MARINE VESSELS

In valuing the marine vessels we have assumed;

i. that these assets by virtue of the documents shown to us and their locations of confer sufficient ownership status on the company.

ii. that the title to the marine vessels are good and marketable.

iii. that the marine vessels are maintained by qualified and competent engineers regularly as recommended by the manufacturers using genuine spare parts.

iv. that the assets will not be subject of wilful and reckless use as to make their values depreciate rapidly.

v. that the assets are free from all onerous charges and restrictions.

vi. that the information with which we are supplied are correct.

VALUATION
BASIS:

We have considered the assets in the light of their continuous existing use and our basis of valuation is the open market; that is the price which an interest in an asset or an item of marine vessels might reasonably be expected to realize in a sale by private treaty assuming;

a. a willing buyer

b. a reasonable period within which to negotiate the sale taking into account the nature of the assets and the state of the market.

c. values will remain static throughout the period.

d. the assets will be freely exposed to the market

e. no account is to be taken of an additional bid by a special purchaser.

f. no account is to be taken of expenses of realisation which may arise in the event of a disposal.

METHOD OF VALUATION:

MARINE VESSELS.

These have been considered in the light of their continuous existing use and are valued by the depreciated replacement cost (DRC) method. This method equates the open market value of an asset to the estimated total cost of the items as new at the date of valuation less an allowance for depreciation to account for age, wear and tear and obsolescence.

a. a willing buyer

b. a reasonable period within which to negotiate the sale taking into account the nature of the assets and the state of the market.

c. values will remain static throughout the period.

d. the assets will be freely exposed to the market

e. no account is to be taken of an additional bid by a special purchaser.

f. no account is to be taken of expenses of realisation which may arise in the event of a disposal.

OPINION:

WE ARE OF THE OPINION that the Market Value of the Vessels of **C & I LEASING PLC** as at Tuesday the 22nd day of September, 2020 is in the total sum of **₦5,549,254,000.00 (Five billion, five hundred and forty-nine million, two hundred and fifty-four thousand, Naira)** only.

This Certificate is issued for the use of the addressee only and no responsibility is accepted from any third party for the whole of its contents or any part thereof.

If our opinion of value is to be disclosed the basis of our valuation should please be stated and if our figure is to be published, it will be necessary for our prior consent to be obtained for the form and context in which it will be published.

Yours faithfully

Estate Surveyors & Valuers Registration Board of Nigeria
REG. No. 576

Sign .....

ESTATE SURVEYORS AND VALUERS REGISTRATION BOARD OF NIGERIA
ESV

UBOSI ELEH + COMPANY
FRC/2014/NIESV/00000003997

APPENDIX J: INCORPORATION BY REFERENCE

The following documents which have been published, and have been filed with the SEC, shall be incorporated, in form and in part of, this Pricing Supplement:

a) The Reporting Accountants report prepared by SIAO Partners on the Issuer's audited financial statements for H1-2020 year and full year ended 31 December 2019, 2018, 2017, 2016 and 2015.

b) The audited financial statements of the Issuer for the years ended 2015- 2019 and H1 2020

c) Shelf Prospectus dated 11th June 2018.

Copies of the documents incorporated by reference will be available for inspection during the normal business hours on any weekday (except public holidays), from 3rd June 2021 (Issue Date) to 3rd June 2024 (Three years After), at the registered office of C&I Leasing PLC, Lagos, and the offices of the Issuing Houses.

APPENDIX K: PROCEDURES FOR APPLICATION AND ALLOTMENT

1. Invitation for Participation

Qualified Investors are hereby invited to participate in the Issue through any of the Bookrunners/Receiving Agents Being an offer by book build, the authorized agents for this offer are the Issuing Houses/Book Runners.

1.1 The Book Building Period opens on 21 04 2021 and closes on 17 05 2021. Ordersmust be for a minimum of ₦5,000,000 (Five Million Naira) and in multiples of ₦ 1,000,000(One Million Naira) thereafter.

1.2 Participation amount(s) and bid coupon rate(s) should be entered in the space provided in the prescribed commitment form attached to this Pricing Supplement. Photocopies or scanned copies of the Commitment Form will not be accepted.

1.3 By completing and submitting the commitment form, each Bidder hereby agrees that the order is irrevocable and, to the fullest extent permitted by law, the obligations in respect thereof shall not be capable of rescission or termination by any Participant.

1.4 Bidders may place orders for the Bonds at any price within the price range subject to the minimum participation amount and the terms and conditions stated on the Commitment Form.

1.5 Corporate Bidders should affix its official seal in the box provided and state its incorporation (RC) number or, in the case of a corporate foreign subscriber, its appropriate identification/incorporation number in the jurisdiction in which it is constituted.

1.6 Upon the completion and submission of the commitment form, the Bidder is deemed to have authorized the Issuer and the Issuing Houses/Bookrunners to effect the necessary changes in the Pricing Supplement as would be required for the purposes of filing an application for the clearance and registration of the final Pricing Supplement with the SEC. The commitment form shall be considered as the application form for the purposes of registration of the final Pricing Supplement with the SEC.

1.7 Bidders shall not be entitled to withdraw/modify orders after the book building close date.

1.8 Bidders may submit multiple orders on different commitment forms after the submission of a commitment form to any Bookrunner. Submission of a second or multiple commitment forms to either the same or to another Bookrunner will be treated as separate applications.

1.9 Bidders shall be entitled to a maximum of three orders on one (1) commitment form and such orders shall not be considered as multiple or separate applications.

1.10 The commitment form presents the Bidder with the choice to bid for up to three optional bid coupon rates within the price range and to specify the participation amount in each option. The bid coupon rates and the participation amounts submitted by the Bidder in the commitment form will be treated as optional demands from the Bidder and will not be cumulated.

1.11 After determination of the coupon rate, the maximum participation amount specified by a Bidder at or below the clearing price will be considered for allocation and the rest of the order(s), irrespective of the corresponding bid coupon rate(s), will become automatically invalid.

1.12 The Issuer in consultation with the Bookrunners reserve the right not to proceed with the Issue at any time including after the book building opening date but before the allotment date without assigning any reason thereof subject to notifying the Commission.

2. Payment Instructions

Successful Bidders should ensure that payment of the participation amount is received on the Signing Ceremony date via the CBN RTGS or the Nigerian Inter-bank System Electronic Funds Transfer ("NEFT") into the following designated Offer Proceeds Accounts domiciled with the following Receiving Banks:

Bank	Account Name	Account No.
Stanbic IBTC Bank Limited	C&I Leasing PLC Series II Bonds Issue Proceeds Account	0038203537
First City Monument Bank	C & I Leasing Plc Bond Proceeds	0130610365

3. Allocation/Allotment

3.1 On the Pricing Date, the Issuing Houses/Bookrunners will analyze the demand generated at various price levels and, in consultation with the Issuer, will finalize the Coupon Rate and the allocations to each Bidder. Allocation Confirmation Notices will be sent to successful Participants thereafter.

3.2 The Directors of C&I Leasing PLC and the Issuing Houses/Bookrunners reserve the right to accept or reject any application in whole or in part for not complying with the terms and conditions of the Issue.

3.3 Upon clearance of the Final Series 2 Pricing Supplement by the SEC, Allotment shall be effected by means of the following:

- Allotment of Bonds in Dematerialized (Electronic) Form
- Bidders will receive the Bonds in dematerialized form and are **mandatorily required to specify their CSCS Account Number, the name of their Stockbroking Firm and the Clearing House Number (CHN) in the spaces provided on the commitment form**. Allotment of Bonds in dematerialized form shall be effected not later than 15 (fifteen) Business Days from the Allotment Date.
- **Bidders are mandatorily required to specify their Bank Verification Number, CSCS Account Number(s) and CHN (for a Bond Account) in the spaces provided on the commitment form.**

3.4 Upon the allotment, the issue proceeds in respect of the book building shall be remitted to the Issuer within 24 hours, while the allotment will be filed with the SEC within 2 working days after the Completion Board Meeting date i.e. Allotment Date.

Bidders must ensure that the name specified in the commitment form is exactly the same as the name in which the CSCS Account Number is held. In case the application is submitted in joint names, it should be ensured that the beneficiary's CSCS Account is also held in the same joint names and are in the same sequence in which they appear in the commitment form.

4. Bank Account Details

4.1 Bidders are required to indicate their bank account details in the space provided on the commitment form for the purposes of future payments of Coupon and the Principal Amount.

4.2 Bidders are advised to ensure that bank account details stated on the commitment form are correct as these bank account details shall be used by the Registrar for all payments indicated in 4.1 above in connection with the Bonds.

4.3 Failure to provide correct bank account details could result in delays in the credit of such payments or the issuance of cheques/warrants which shall be sent by registered post to the specified addresses of the affected investors. The Issuer, the Issuing Houses, the Receiving Bank, the Joint Trustees and the Registrar shall not have any responsibility nor will any of these specified parties undertake any liability for the same.

APPENDIX L: COMMITMENT FORM

Book Building

Opening Date
21-04-2021

Book Building

Closing Date
17-05-2021

C & I Leasing Plc

Offers

₦10,000,000,000.00

7-Years 15.5% Senior Secured Fixed Rate Bond Due 2028

Issued At Par At ₦1,000 Per Unit

LEAD ISSUING HOUSE/LEAD BOOK RUNNER:

CORDROS CAPITAL

RC: 600461

JOINT ISSUING HOUSES/BOOK RUNNERS:

CORONATION MERCHANT BANK — **RC: 207138**

FCMB CAPITAL MARKETS LIMITED — **RC: 446561**

fsdh CAPITAL LTD — **RC:276208**

Planet Capital — **RC: 986761**

FDC FINANCIAL DERIVATIVES COMPANY — **RC: 159975**

Orders must be made in accordance with the instructions set out in this Pricing Supplement. Care must be taken to follow these instructions as applications that do not comply may be rejected. If you are in any doubt, please consult your Stockbroker, Accountant, Banker, Solicitor or any professional adviser for guidance.

Please complete all relevant sections of this Form USING BLOCK LETTERS WHERE APPLICABLE

PARTICIPANT STATUS (PLEASE TICK □)		DATE (DD/MM/YYYY)	CONTROL NO. (FOR REGISTRARS' USE ONLY)
□	High Net Worth Investors	/ / 2021	
□	Fund Managers	DECLARATION	
□	Pension Fund Administrators	□ I/We hereby confirm that I am/we are Qualified persons to participate in this Bond Issue in accordance with applicable SEC Rules and Regulations.	
□	Insurance Companies	□ I/We confirm that I/we have read the Prospectus dated 11 June, 2018 and that my/our Order(s) is/are made on the terms set therein	
□	Investment/Unit Trusts	□ I/we hereby irrevocably undertake and confirm my/our Order(s) for the Bonds equivalent to my/our Participation Amount(s) set out below at the Coupon Rate to be discovered through the Book Building Process	
□	Multilateral/Bilateral Inst.	□ I/We authorise the Issuer to make the necessary changes in the Prospectus for filing of the Final Prospectus with the SEC without intimation to me/us and use this Commitment Form as the Application Form for the purpose of this Issue. I/We note that the Issuer and the Issuing Houses/Book Runners are entitled in their absolute discretion to accept or reject this Order.	
□	Market Makers	□ I/We agree to accept the Participation Amount as may be allocated to me/us subject to the terms in this Prospectus	
□	Staff Schemes	I/We authorise you to enter my/our name on the Register of Holders as holders of the Bonds that may be allotted to me/us and to register my/our address as given below	
□	Trustees/Custodians		
□	Stock-broking Firms		
□	Resident Corporate Investors		
□	Non-Resident Investors		
□	Hedge Funds		
□	Banks		

PARTICIPATION DETAILS (The Participation Amount(s) and the Bid Coupon Rate(s) being offered must be set out in the boxes below).

Participants have the option to make a maximum of three orders on the Commitment Form and such options shall not be considered as multiple applications. All orders must be for a minimum of ₦5 million and in multiples of ₦1 million thereafter.

ORDER 1

PARTICIPATION AMOUNT (minimum amount ₦5 million and in multiples of ₦1 million thereafter)		BID COUPON RATE
IN FIGURES		
IN WORDS		

ORDER 2

PARTICIPATION AMOUNT (minimum amount ₦5 million and in multiples of ₦1 million thereafter)		BID COUPON RATE
IN FIGURES		
IN WORDS		

ORDER 3

PARTICIPATION AMOUNT (minimum amount ₦5 million and in multiples of ₦1 million thereafter)		BID COUPON RATE
IN FIGURES		
IN WORDS		

PLEASE TURN OVER TO COMPLETE THIS FORM

COMMITMENT FORM (REVERSE SIDE)

PARTICIPANT DETAILS (INDIVIDUAL/CORPORATE/JOINT) (Please use one box for one alphabet leaving one box blank between first and second)

SURNAME/CORPORATE NAME

FIRST NAME (FOR INDIVIDUALS ONLY)

OTHER NAMES (FOR INDIVIDUALS ONLY)

JOINT APPLICANT'S FIRST NAME (IF APPLICABLE)

OTHER NAMES (FOR JOINT APPLICANT ONLY)

CONTACT PERSON (FOR CORPORATE APPLICANT)/NEXT OF KIN (FOR INDIVIDUAL APPLICANT)

ADDRESS IN FULL (PLEASE DO NOT REPEAT APPLICANT(S)' NAME). POST OFFICE BOX NO. ALONE IS NOT SUFFICIENT

		TEL	
CITY		**STATE**	**E-MAIL**

E-ALLOTMENT DETAILS

Please credit my/our CSCS Account as detailed below to the extent of the Bonds allotted:

PARTICIPANT'S CSCS ACCOUNT NO:

CHN (CLEARING HOUSE NUMBER):

NAME OF STOCKBROKING FIRM:

BANK DETAILS (FOR PAYMENTS)			
BANK NAME		**BRANCH**	
ACCOUNT NO:		**CITY/STATE**	

BANK VERIFICATION NUMBER									

SIGNATURES

SIGNATURES	**2ND SIGNATURE (CORPORATE/JOINT)**	**OFFICIAL SEAL/RC. NO.**
NAME OF AUTHORISED SIGNATORY *(Corporate only)*:	**NAME OF AUTHORISED SIGNATORY** ***(****Corporate/Joint****):***	
DESIGNATION *(Corporate only)*:	**DESIGNATION** *(Corporate only)*:	

STAMP OF BOOK RUNNER

(ISSUER/ISSUING HOUSE/STOCKBROKERS TO THE ISSUE ONLY)

STAMP OF RECEIVING AGENT