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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.

INVESTING IN THIS OFFER INVOLVES RISKS. FOR INFORMATION ABOUT CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, SEE "RISK FACTORS" ON PAGES 118 TO 129 OF THE SHELF PROSPECTUS ISSUED IN CONNECTION WITH THE PROGRAMME.



## DANGOTE CEMENT PLC (RC 208767)

(INCORPORATED WITH LIMITED LIABILITY IN THE FEDERAL REPUBLIC OF NIGERIA)

### OFFER FOR SUBSCRIPTION OF ₦88,396,000,000 13.00% SERIES 2 (TRANCHE C) BONDS DUE 2032 UNDER THE ₦300,000,000,000 MULTI-INSTRUMENT ISSUANCE PROGRAMME

ISSUE PRICE: ₦1,000 PAYABLE IN FULL ON APPLICATION

APPLICATION LIST OPENS: APRIL 7, 2022

APPLICATION LIST CLOSES: APRIL 12, 2022

This Pricing Supplement is prepared pursuant to Rules 279(3)(b) and 321 of the rules and regulations of the SEC, 2013 (as amended), the listing requirements of the FMDQ Securities Exchange Limited ("FMDQ") and the rules and regulations of Nigerian Exchange Limited ("NGX") in connection with the issuance of ₦88,396,000,000 bonds under the ₦300,000,000,000 multi-issuance programme established by Dangote Cement Plc (the "Issuer", "Company" or "Dangote Cement"). This Pricing Supplement is supplemental to and should be read in conjunction with the Shelf Prospectus, dated the 31 March 2021 as amended and/or supplemented from time to time and with all documents which are incorporated therein by reference. Any capitalised terms defined in the Shelf Prospectus have the same meaning when used in this Pricing Supplement except otherwise expressly stated. To the extent that there is any conflict or inconsistency between the contents of this Pricing Supplement and the Shelf Prospectus, the provisions of this Pricing Supplement shall prevail.

This Pricing Supplement may be used to offer and sell the bonds only if accompanied by the Shelf Prospectus as amended and/or supplemented from time to time. A copy of this Pricing Supplement has been delivered to the Commission for registration. A copy of the Pricing Supplement will also be made available for download on the respective websites of the Commission ([www.sec.gov.ng](http://www.sec.gov.ng)) and the Issuer ([www.dangotecement.com](http://www.dangotecement.com)), throughout its validity period. Copies of this Pricing Supplement and the Shelf Prospectus can be obtained at no cost at the offices of the Issuer and the Issuing Houses. The offer is open to High Net-Worth Individuals and Qualified Institutional Investors, as defined by Rule 321 of the rules and regulations of the SEC.

The Bonds described herein are issued on and are subject to the terms and conditions contained in the Shelf Prospectus as amended and/or supplemented by the terms and conditions contained in this Pricing Supplement. The registration of the Shelf Prospectus and this Pricing Supplement shall not be taken to indicate that the Commission endorses or recommends the securities which form the subject matter hereof or assumes responsibility for the correctness of any statements made or opinions or reports expressed in the Shelf Prospectus or this Pricing Supplement. No securities will be allotted or issued on the basis of the Shelf Prospectus read together with this Pricing Supplement/Supplementary Prospectus later than three years after the date of the issue of the Shelf Prospectus unless the Validity Period (as subsequently defined) is extended by the Commission. 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 (Tranche C) Bonds" or "Bonds"). Application has been made to FMDQ and NGX for the admission of the Bonds to the Daily Quotations List and the Daily Official List, respectively. The Bonds also qualify as a security in which trustees may invest under the Trustees Investments Act Chapter T22, Laws of the Federation of Nigeria, 2004.

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

INVESTORS MAY CONFIRM THE CLEARANCE OF THIS PRICING SUPPLEMENT AND REGISTRATION OF THE INSTRUMENTS ISSUED HEREUNDER WITH THE COMMISSION BY CONTACTING THE COMMISSION ON [sec@sec.gov.ng](mailto:sec@sec.gov.ng) OR +234(0)94621100 OR +234(0) 94621168.

### LEAD ISSUING HOUSE



RC1031358

### JOINT ISSUING HOUSES



RC 680774



RC1383925



RC 444999



RC 1297664



RC 485600



RC 446561

**CORONATION**

RC 207138



RC440370



RC 1031371



RC 639491



RC 217005



RC 264978

THIS PRICING SUPPLEMENT IS DATED THE 27<sup>TH</sup> DAY OF APRIL, 2022

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## **DEFINITION OF TERMS**

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“Allocation Confirmation Notices”	The notification issued to each Applicant confirming the Bonds allocated to the Applicant following the conclusion of the Book Build and determination of the relevant clearing price
“Allotment”	The issue of Bonds to successful bidders pursuant to this Pricing Supplement
“Allotment Date”	The date on which the Series 2 (Tranche C) Bonds are allotted to successful bidders
“Applicant”	A Qualified Investor who offers to purchase the Series 2 (Tranche C) Bonds and submits Commitment Form(s) to the Book Runner(s)
“Auditors”	KPMG Professional Services
“Bid Coupon Rates”	The coupon rate or price at which an Applicant offers to purchase the Series 2 (Tranche C) Bonds
“Board” or “Directors”	Board of Directors of the Issuer
“Bonds”	The Series 2 (Tranche C) Bonds being issued in accordance with the terms of the Shelf Prospectus and this Pricing Supplement
“Bondholder”	Any registered owner of the Series 2 (Tranche C) Bonds
“Book Runner(s)”	The Issuing House(s) duly appointed by the Issuer to maintain the Book in respect of the Bonds being sold by way of Book Building
“Book Building” or “Book Build”	As defined in SEC Rule 321, a process of price and demand discovery through which a Book Runner seeks to determine the price at which securities should be issued, based on the demand from Qualified Investors
“CSCS”	Central Securities Clearing Systems, operated by the Central Securities Clearing Systems PLC
“Clearing Price”	The final Coupon Rate for the Series 2 (Tranche C) Bonds agreed among the Issuer and Issuing Houses following the Book Build
“Company”, “DCP”, “Issuer” or “Dangote Cement”	Dangote Cement PLC
“Conditions” or “Terms and Conditions”	The Terms and conditions of the Series 2 (Tranche C) Bonds set out in this Pricing Supplement
“Coupon” or “Coupon Rate”	The interest paid on the Series 2 (Tranche C) Bonds periodically, expressed as 13.00% of the face value of the Series 2 (Tranche C) Bonds
“Coupon Commencement Date”	The Issue Date for the Series 2 (Tranche C) Bonds, from which Coupon on the Series 2 (Tranche C) Bonds will begin to accrue
“Coupon Payment Date”	The date on which the Coupon falls due for payment to the Bondholders
“Depository”	CSCS and FMDQ Depository Limited

“Daily Official List”	The daily publication of NGX detailing price movements and information on all securities quoted on NGX
“Daily Quotations List”	The daily official publication of FMDQ containing market/model prices and yields, and the values traded on all securities listed and quoted on FMDQ
“DIL”	Dangote Industries Limited
“Fixed Rate Bonds”	Bonds in respect of which Coupon is to be calculated and paid on a fixed rate basis
“FMDQ”	FMDQ Securities Exchange Limited
“ISA”	Investments and Securities Act No. 29 of 2007 (as amended)
“Issue”	The issue of the Series 2 (Tranche C) Bonds to Qualified Investors
“Issue Date”	The date on which the Series 2 (Tranche C) Bonds are issued
“Issue Price”	The price at which the Series 2 (Tranche C) Bonds are issued
“Issuing Houses”	The Joint Issuing Houses and the Lead Issuing House
“Joint Issuing Houses”	Absa Capital Markets Nigeria Limited, Standard Chartered Capital & Advisory Nigeria Limited, United Capital PLC, Meristem Capital Limited, Coronation Merchant Bank Limited, Ecobank Development Company Limited, FBNQuest Merchant Bank Limited, FCMB Capital Markets Limited, Futureview Financial Services Limited, Quantum Zenith Capital & Investments Limited, Rand Merchant Bank Nigeria Limited and Vetiva Capital Management Limited
“Lead Issuing House”	Stanbic IBTC Capital Limited
“Minimum Participation Amount”	₦10,000,000 (Ten Million Naira), as stated on the Commitment Form. Bids below the Minimum Participation Amount will be disregarded unless they form part of a cumulative bid from the same investor that is, in aggregate, greater than the Minimum Participation Amount. Final allotment to respective bidders may be less than the Minimum Participation Amount if bids must be pro-rated for any reason.
“Participation Amount”	The amount an Applicant offers for the purchase of the Series 2 (Tranche C) Bonds
“Pricing Supplement”	This supplemental prospectus which contains relevant information relating to the Series 2 (Tranche C) Bonds, including but not limited to, details about the price, amount, issue date and maturity date of the Series 2 (Tranche C) Bonds
“Principal” or “Principal Amount”	The nominal amount of each Bond, as specified in this Pricing Supplement
“Principal Payment Date”	The date on which the Principal falls due for payment to the Bondholders
“Programme”	The ₦300,000,000,000 (Three Hundred Billion Naira) multi-instrument issuance programme registered with the SEC by the Issuer as described in the Shelf Prospectus
“Programme Trust Deed”	The Programme Trust Deed entered into by the Issuer and the Trustees dated 31 March 2021

“Qualified Investor”	Qualified Institutional Investor or High Net Worth Investor as defined by the SEC Rules
“Rating Agency”	Global Credit Rating Company Limited
“Record Date”	Fifteen (15) days immediately preceding each Coupon Payment Date during which the Register will be closed
“Red Herring Prospectus”	the preliminary pricing supplement issued by the Issuing Houses to Qualified Investors for the purpose of determining the price and volume of the bonds to be issued
“Register”	The record maintained by the Registrar detailing amongst others, the particulars of Bondholders, nominal amount of Bonds held by each Bondholder and all subsequent transfers and changes in ownership of the Bonds
“Registrar”	Coronation Registrars Limited
“SEC” or “Commission”	Securities and Exchange Commission, Nigeria
“SEC Rules”	The rules and regulations of the SEC, 2013 (as may be amended from time to time)
“Series 2 Bonds”	The ₦116,000,000,000 2 <sup>nd</sup> Series of Bonds issued under the Programme
“Series 2 (Tranche C) Trust Deed”	The Deed supplementing or modifying the provisions of the Programme Trust Deed entered into by the Issuer and the Trustees and empowering the Trustees in relation to the issuance of the Series 2 (Tranche C) Bonds
“Shelf Prospectus”	The Shelf Prospectus approved by the SEC and dated 31 March 2021 that the Issuer filed in accordance with the SEC Rules
“NGX”	Nigerian Exchange Limited
“Trustees”	Coronation Trustees Limited, ARM Trustees Limited, FBNQuest Trustees Limited and Quantum Zenith Trustees & Investments Limited
“Validity Period”	A period of three (3) years from the date of this Shelf Prospectus, save as may be extended further to the approval of the SEC

**PARTIES TO THE OFFER**

**Directors and Company Secretary of the Issuer**

**Alhaji Aliko Dangote, GCON (Chairman)**  
Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos

**Mr. Michel Puchercos**  
Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos

**Mrs. Cherie Blair CBE, QC**  
Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos

**Sir Michael Davis**  
Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos

**Mr. Viswanathan Shankar**  
Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos

**Mr. Olakunle Alake**  
Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos

**Mr. Philip Mathew**  
Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos

**Alhaji Abdu Dantata**  
Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos

**Mr. Ernest Ebi, MFR**  
Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos

**Mr. Devakumar V.G. Edwin**  
Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos

**Mr. Emmanuel Ikazoboh**  
Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos

**Mrs. Dorothy Ufot, SAN**  
Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos

**Mr. Douraid Zaghouani**  
Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos

**Ms. Berlina Moroole**  
Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos

**Ms. Halima Aliko-Dangote**  
Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos

**Company Secretary**

**Mr. Mahmud Kazaure**  
Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos

Professional Parties

Lead Issuing House:

**Stanbic IBTC Capital Limited**  
I.B.T.C. Place  
Walter Carrington Crescent  
Victoria Island  
Lagos

**Vetiva Capital Management Limited**

266B Kofo Abayomi Street  
Victoria Island  
Lagos

**Quantum Zenith Capital & Investments Limited**

12th Floor, Plot 2  
Ajose Adeogun Street  
Victoria Island  
Lagos

Joint Issuing Houses:

**Standard Chartered Capital and Advisory  
Nigeria Limited**

142 Ahmadu Bello Way  
Victoria Island, Lagos

**Rand Merchant Bank Nigeria Limited**

3rd Floor East Tower, Wings Office Complex  
Victoria Island  
Lagos

**Absa Capital Markets Nigeria Limited**

1, Murtala Muhammed Drive  
Ikoyi, Lagos

Joint Trustees:

**United Capital PLC**

3<sup>rd</sup> Floor Afriland Towers  
97/105 Broad Street, Lagos Island  
Lagos

**ARM Trustees Limited**

1 Mekunwen Road  
Ikoyi  
Lagos

**Meristem Capital Limited**

124 Norman Williams Street  
Ikoyi, Lagos

**FBNQuest Trustees Limited**

10 Keffi Street  
Off Awolowo Road  
Ikoyi  
Lagos

**Coronation Merchant Bank Limited**

Coronation House, 10, Amodu Ojikutu Street  
Off Saka Tinubu Street  
Victoria Island, Lagos

**Quantum Zenith Trustees & Investments Limited**

12th Floor, Plot 2  
Ajose Adeogun Street  
Victoria Island  
Lagos

**Ecobank Development Company Limited**

19A, Adeola Odeku Street  
Victoria Island  
Lagos

**Coronation Trustees Limited**

Coronation House, 10, Amodu Ojikutu Street  
Off Saka Tinubu Street  
Victoria Island, Lagos

**FBNQuest Merchant Bank Limited**

10, Keffi Street  
Ikoyi  
Lagos

Advised by:

Sefton Fross  
20B Kingsley Emu Street,  
Lekki Scheme 1  
Lagos, Nigeria.

**FCMB Capital Markets Limited**

6<sup>th</sup> Floor, First City Plaza  
44 Marina  
Lagos

**Futureview Financial Services Limited**

22, Oju-Olobun Close  
Off Idejo St, Victoria Island  
Lagos

*Damilola Ajayi*

*Abiodun Oluwalana*

*Yemisi Desti-Beside*

*Serehin Almu*

*LED OKAYOR*

*Wife Abegunde*

*Bayo Adegbohunge*

*Frank Onyiah*

*Tolulope Adenuga*

*ABIMBOLA KASIM*

*Adum Sonis Onyango*

*MICHAEL THOMAS*

*Patrick Ngbenwelu*  
**EMEKHA ONYAEJI**  
Company Secretary

*[Signature]*

INSUBSCRIBE HERE

**Solicitors to the Transaction:**

**Olaniwun Ajayi LP**  
The Adunola  
Plot L2, 401 Close  
Banana Island, Ikoyi  
Lagos

*Yewande Seunwa  
G. Seunwa*

**Receiving Banks:**

**Coronation Merchant Bank Limited**  
Coronation House, 10, Amodu Ojikutu Street  
Off Saka Tinubu Street  
Victoria Island  
Lagos

*[Signature]*

**First Bank of Nigeria Limited**  
Samuel Asabia House  
35 Marina  
Lagos

*Bayo A Jegborungbe*

*[Signature]  
Rotimi Adesokemile*

**First City Monument Bank Limited**  
Primrose Tower  
17A Tinubu Street  
Lagos

*[Signature]  
OLUSTANKE OYANMOLA*

**United Bank for Africa PLC**  
UBA House  
57 Marina  
Lagos

*[Signature]  
HEARYI Ulu*

**Zenith Bank PLC**  
Plot 84 Ajose Adeogun Street  
Victoria Island  
Lagos

*[Signature]  
Michael Otu*

**Stanbic IBTC Bank PLC**  
I.B.T.C. Place  
Walter Carrington Crescent  
Victoria Island  
Lagos

*[Signature]  
Polata Ademiluy*

**Solicitors to the Issuer:**

**Banwo & Ighodalo**  
48 Awolowo Road  
South-West Ikoyi  
Lagos

*Azeech  
Musu - Sadiq  
Ade*

**Registrar:**

**Coronation Registrars Limited**  
Plot 009 Amodu Ojikutu Street,  
Victoria Island, Lagos

*Bukola James-Ole  
[Signature]*

**Reporting Accountant:**

**PricewaterhouseCoopers**  
Landmark Towers  
5B Water Corporation Road  
Victoria Island  
Lagos

*[Signature]  
Edafe Ehin*

**Auditor:**

**KPMG Professional Services**  
KPMG Tower  
Bishop Aboyade Cole Street  
Victoria Island  
Lagos

*Godluck Obi  
[Signature]*

**Rating Agency:**

**Global Credit Rating Company Limited**  
17th Floor, New Africa House  
31 Marina  
Lagos

*Hafeez Okunola  
Alif*

**Stockbrokers:**

**Meristem Stockbrokers Limited**  
124, Norman Williams Street  
South-West Ikoyi  
Lagos

*[Signature]  
Ahmed Bashir*



## SUMMARY OF THE OFFER

1.	Issuer:	Dangote Cement PLC
2.	Description of the Bond:	10 year 13.00% fixed rate senior unsecured bonds due 2032
3.	Series Number:	2
4.	Tranche	C
5.	Specified Currency:	Nigerian Naira (“₦”)
6.	Aggregate Nominal Amount:	₦88,396,000,000
7.	Issue Price:	At par, ₦1,000 per unit of the Bond
8.	Net proceeds:	₦87,322,094,790.55
9.	Minimum Participation Amount:	<p>Minimum of ₦10,000,000 (i.e. 10,000 units at ₦1,000 per unit) and multiples of ₦1,000,000 thereafter.</p> <p>Bids below the Minimum Participation Amount will be disregarded unless they form part of a cumulative bid from the same investor that is, in aggregate, greater than the Minimum Participation Amount. Final allotment to respective bidders may be less than the Minimum Participation Amount if bids must be pro-rated for any reason.</p>
10.	Tenor:	10 years
11.	Allotment Date:	April 27, 2022
12.	Issue Date:	April 27, 2022
13.	Coupon Commencement Date	Coupon shall accrue from the Issue Date
14.	Maturity Date:	April 30, 2032
15.	Coupon Basis:	Semi-annual, fixed rate
16.	Coupon Rate:	13.00% p.a. payable semi-annually in arrears
17.	Principal Redemption Basis:	If not redeemed earlier in accordance with the redemption provisions in Condition 5 of the Series 2 (Tranche C) Trust Deed, the Series 2 (Tranche C) Bonds shall be redeemed in full on the Maturity Date
18.	Source of Repayment:	Issuer’s general cash flow
19.	Ranking:	The Series 2 (Tranche C) Bonds shall constitute direct, unconditional, senior and unsecured obligations of the Issuer and shall at all times rank pari passu and without any preference among themselves.
20.	Payment Undertaking:	N/A
21.	Use of Proceeds:	See ‘Use of Proceeds’ on page 27 of this Pricing Supplement
22.	Listing(s):	Application for listing of the Bonds has been made to NGX and/or FMDQ
<b>PROVISIONS RELATING TO COUPON PAYABLE</b>		
23.	Fixed Rate Bond Provisions:	
	(i) Coupon Payment Date(s)/Payment Dates:	Coupon on the Series 2 (Tranche C) Bonds will be payable semi-annually, on April 30 and October 30 of each year commencing on October 30, 2022 until the Maturity Date

	(ii) Coupon Amount(s):	As applicable for each Coupon period (Coupon accumulated between each Coupon payment) using the actual / actual day count fraction
	(iii) Day Count Fraction:	Actual/actual (actual number of days in a month/ actual number of days in the year)
	(iv) Business Day Convention:	Where the day on which a payment is due to be made is not a Business Day, that payment shall be effected on the next succeeding Business Day unless that succeeding Business Day falls in a different month in which case, payment shall be made on the immediately preceding Business Day
	(v) Other terms relating to method of calculating Coupon for Fixed Rate Bonds:	N/A
	(vi) Floating Rate Bond Provisions:	N/A
	(vii) Zero Coupon Note Provisions:	N/A
	(viii) Index Linked Coupon Note Provisions:	N/A
	(ix) Dual Currency Note Provisions:	N/A
	(x) Automatic/ Optional Conversion from one Coupon Payment Basis to another:	N/A
<b>PROVISIONS RELATING TO REDEMPTION/REPAYMENT</b>		
24.	Optional Early Redemption:	
	(i) Call Option:	The Company shall be entitled at any time after the date that is seventy-two (72) months from the Issue Date, to redeem the whole or any part of the Series 2 Tranche C Bonds upon giving the holders thereof, a minimum of thirty (30) days and maximum of sixty (60) days' notice of its intention to do so (" <b>Early Redemption</b> "). The Company shall only redeem the Series 2 Bonds on a Coupon Payment Date or a Principal Payment Date, and not otherwise. In effecting an Early Redemption, the Company shall, (upon the expiration of the redemption notice), be obliged to pay the Bondholders the outstanding principal and accrued interest. The Company shall not incur any penalty on account of Early Redemption.  <i>See Appendix D: Extract of the Series 2 (Tranche C) Trust Deed</i>
	(ii) Call Price:	At Par
	(iii) Put Option:	N/A
25.	Scheduled Amortization:	
		N/A

26.	Redemption:	The Series 2 (Tranche C) Bonds shall be redeemed in full on the Maturity Date unless previously redeemed pursuant to Condition 5 of the Series 2 (Tranche C) Trust Deed
27.	Repayment Basis	Bullet repayment on maturity or on call, at Par
28.	Final Redemption Amount	₦88,396,000,000
29.	Scheduled Redemption Dates:	N/A
30.	Early Redemption Amount(s) payable on redemption for tax reasons pursuant to Condition 5.3 (Redemption for tax reasons) of the Series 2 (Tranche C) Trust Deed	Nominal Amount outstanding on the date of redemption
<b>GENERAL PROVISIONS APPLICABLE TO THE BONDS</b>		
31.	Form of Bonds:	The Series 2 (Tranche C) Bonds will be issued in registered, dematerialized form. The issue and ownership of the Series 2 (Tranche C) Bonds will be effected and evidenced by the particulars of the Series 2 (Tranche C) Bonds being entered in the Register by the Registrar and the Series 2 (Tranche C) Bonds being electronically credited in the Depository accounts of the Bondholders.
32.	Registrar:	Coronation Registrars Limited
33.	Trustees:	Coronation Trustees Limited, ARM Trustees Limited, FBNQuest Trustees Limited and Quantum Zenith Trustees & Investments Limited
34.	Record Date:	Fifteen (15) days immediately preceding each Coupon Payment Date, during which the Register will be closed
35.	Other terms or special conditions:	See “Terms and Conditions of the Bonds” on pages 26 to 36 of this Pricing Supplement
36.	Payment Agent	N/A
<b>DISTRIBUTION, CLEARING AND SETTLEMENT PROVISIONS</b>		
37.	Method of Distribution:	Offer for subscription by Book Building
38.	Underwriting:	The Offer will not be underwritten
39.	Delivery:	Delivery after payment following clearance by the SEC
40.	Clearing:	FMDQ Clear Limited and CSCS
41.	Depository:	CSCS (Address: Stock Exchange House 2/4 Customs Street, Lagos, Nigeria) and FMDQ Depository Limited (53, Idowu Taylor Street, Victoria Island, Lagos, Nigeria)
42.	Transfer Restrictions:	There are no restrictions in Nigeria on free transferability of the securities following the listing of the Bonds other than Rule 322 of the SEC Rules, which limits sale to Qualified Institutional Investors and High Net-worth Investors.
43.	Transfer:	Transfer of the Series 2 (Tranche C) Bonds shall be by book entries in securities accounts held by the transferor and transferee in the Depository in accordance with the procedures of the Depository or

		such alternative clearing system approved by the Issuer and the Trustees, and registration of the name of the transferee in the Series 2 (Tranche C) Bond Register in respect of the Series 2 (Tranche C) Bonds then held.
44.	Offer Period:	See timetable on page 14 of this Pricing Supplement
<b>GENERAL</b>		
45.	Ratings	<p>Issue Rating: AAA by Global Credit Rating Company Limited</p> <p>Issuer Rating: AAA by Global Credit Rating Company Limited</p> <p>A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.</p>
46.	Date of Credit Ratings	GCR rating obtained on February 2, 2022.
47.	Indebtedness:	As at September 30, 2021, the Issuer's total borrowings amounted to approximately ₦412,890,000,000.
48.	Taxation:	<p>Under current legislation in Nigeria, the Bonds are exempt from Value Added Tax and Personal Income Tax by virtue of the Finance Act of 2020 and the Personal Income Tax (Amendment) Act 2011, respectively. However, payments of interest due in respect of the Bonds to corporate investors shall, to the extent applicable by law, be subject to withholding tax. In addition, commissions payable to the SEC, NGX and the CSD for transactions in the Nigerian capital market will be subject to VAT following the expiration of the VAT (Exemption of Commissions on Stock Exchange Transactions) Order, 2014. The Bonds shall nonetheless enjoy the benefit of any applicable Tax Exemptions, and such re-enactments, extensions, amendments and/or modifications thereof.</p> <p>Also see tax considerations on Pages 140 - 141 of the Shelf Prospectus for additional information on the tax considerations.</p>
49.	Risk Factors:	See "Risk Factors" on pages 118 to 129 of the Shelf Prospectus.
50.	Governing Law:	The Bonds will be governed by, and construed in accordance with the laws of the Federal Republic of Nigeria
51.	Material Changes	Save as disclosed in the Shelf Prospectus as read together with this Pricing Supplement, the Board confirms that there has been no material adverse change in the Issuer's financial position since the end of the 12-month period ended 31 December 2021.
52.	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; (b) None of the Directors has been convicted in any criminal proceedings; (c) None of the Directors is subject of any order, judgement or ruling of any court of competent jurisdiction or regulatory body relating to fraud or dishonesty; (d) Neither the issuer nor any of its subsidiaries has,

		<p>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.</p> <p>Also see Declaration by the Issuer on page 15.</p>
53.	Summary of Financials	<p>This is contained in the Shelf Prospectus and hereby incorporated by reference. In connection with the 2020 Audited Financial Statements of the Company, see page 44 to 48 of this Pricing Supplement:</p>

**CORPORATE INFORMATION OF ISSUER:**

**Head Office:**

Dangote Cement Plc  
 Union Marble House  
 1, Alfred Rewane Road  
 Falomo, Ikoyi, Lagos

**Website:**

[www.dangotecement.com](http://www.dangotecement.com)

**Contact telephone number and email:**

+234 905 398 4855  
 Temilade.Aduroja@Dangote.com

**CORPORATE INFORMATION OF REGISTRAR:**

**Office:**

9, Amodu Ojikutu Street  
 Off Bishop Oluwole Street  
 Victoria Island, Lagos  
 Nigeria.

**Website:**

[www.coronationregistrars.com](http://www.coronationregistrars.com)

**Contact telephone number and email:**

+234(01) 227 2570, +234(01) 271 4566-7  
[customercare@coronationregistrars.com](mailto:customercare@coronationregistrars.com)

**APPENDIX A: INDICATIVE TRANSACTION TIMELINE**

<b>DATE</b>	<b>ACTIVITY</b>	<b>RESPONSIBILITY</b>
April 5, 2022	Receive SEC approval of the Red Herring Prospectus to commence Book Building	Issuing Houses
April 7, 2022	Commence Book Building	Issuing Houses / Book Runners
April 12, 2022	Conclude Book Building	Issuing Houses / Book Runners
April 12, 2022	Determine coupon rate and aggregate principal amount of Bonds to be issued	Issuing Houses / Book Runners
April 12, 2022	Dispatch Allocation Confirmation Notices to successful investors	Issuing Houses / Book Runners
April 19, 2022	Update Pricing Supplement and other offer documents and file with the SEC	Issuing Houses
April 25, 2022	Obtain SEC's No-Objection and clearance to convene signing ceremony	Issuing Houses / Book Runners
April 27, 2022	Conduct signing of Offer Documents	All Parties
April 27, 2022	Effect payment of Participation Amounts to Receiving Banks	Applicants
April 28, 2022	Remit net issue proceeds to the Issuer	Receiving Banks
April 29, 2022	File executed Offer Documents and the Basis of Allotment with SEC	Issuing Houses
May 11, 2022	Receive SEC 'No Objection' to the Basis of Allotment	Issuing Houses
May 18, 2022	Publish allotment announcement	Issuing Houses
May 25, 2022	Credit Depository accounts of investors/allottees	Registrars
May 30, 2022	Obtain approval for listing of the Bonds	Issuing Houses/Stockbrokers
May 31, 2022	Listing of the Bonds	Issuing Houses/Stockbrokers
June 3, 2022	File Post Allotment report	Issuing Houses

**APPENDIX B: DECLARATION BY ISSUER AND OTHER DISCLOSURES**

**1.1 DECLARATION BY THE ISSUER**



**Dangote Cement Plc.** HC 202767  
 Marble House  
 1, Alfred Rewane Road, Ikoyi, Lagos, Nigeria  
 Tel: +234 1 450 643  
 Email: [cust@mercare@dangote.com](mailto:cust@mercare@dangote.com)  
 Website: [www.dangotecement.com](http://www.dangotecement.com)

**DECLARATION BY THE ISSUER**

This Pricing Supplement has been prepared on our behalf with a view to providing information and disclosures on relevant aspects of Dangote Cement Plc (the "Company"), to prospective investors in connection with the investment in the instruments to be issued under the Programme.

On behalf of the Board of Directors, we hereby make the following declarations to the best of our knowledge and belief:

1. We confirm that the information contained in this Pricing Supplement is in accordance with the facts and contains no omission likely to affect its import;
2. There has been no significant change in the financial condition or material adverse change in the prospects of the Company as at the date of publication of the ₦300,000,000,000 (Three Hundred Billion Naira) Multi-Instrument Issuance Programme Shelf Prospectus;
3. The Company is not in breach of any terms and conditions in respect to borrowed monies which resulted in the occurrence of an event of default and an immediate recall of such borrowed monies during the twelve (12) months preceding the date of this Pricing Supplement; and
4. No prosecution has been commenced against either the Company or any of its subsidiaries during the twelve (12) calendar months immediately preceding the date of this Pricing Supplement in respect of any breach or contravention of any provision of the Companies and Allied Matters Act No. 3 of 2020 (as amended) or the listing requirements of any securities exchange on which the securities of the Company are listed.

SIGNED for and on behalf of  
**DANGOTE CEMENT PLC**  
 By its duly authorized representatives

  
**Michel Ruchercos**  
 Managing Director

  
**Guillaume Moyen**  
 Chief Financial Officer

  
**Mahmud Kazaure**  
 Company Secretary

*Notarized by me  
 This 2nd February 2022*

  
 FULLY  
 TO



**Directors:** Mr. Aiko Dangote, CEO/Chairman; Mr. Michel Ruchercos, GMD (French); Mr. Philip Mathew, DGMD (India); Mr. Oluwaleke Akere-Ogbe, Chairman of the Board; Mr. Devalakumar V.G. Edwin (India); Mr. Ernest Ebi MFR; Mr. Emmanuel Kazoboh; Mr. Ousaid Zaghouar (French); Mrs. Dorothy Odere Olor. *Non-Executive Directors:* Mr. Viswanathan Shankar (Singaporean); Mrs. Cheryl Blair, CAV QC (British); Sir Michael Davis (British); Ms. Berline Morole (South African)

## CONFIRMATION OF GOING CONCERN STATUS



**KPMG Professional Services**  
 KPMG Tower  
 Bishop Abiodun Cole Street  
 Victoria Island  
 PMB 40014, Folorunso  
 Lagos

Telephone: 234 (1) 271 8955  
 234 (1) 271 8599  
 Internet: home.kpmg/ng

13 January 2022

The Directors  
 Dangote Cement Plc  
 Union Marble House  
 1 Alfred Rewane Road,  
 Ikoyi, Lagos

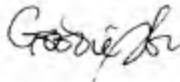
Dear Sirs

**Going Concern Status of Dangote Cement Plc in respect of the establishment of Senior Unsecured Series 2 Bonds under its ₦300 billion multi-instrument issuance programme**

We have reviewed the condensed consolidated and separate interim financial statements of Dangote Cement Plc ("the Company") and its subsidiaries (together, "the Group") for the nine-month period ended 30 September 2021 which were prepared in accordance with IAS 34, "*Interim Financial Reporting*". We conducted the review in line with the International Standard on Review Engagements 2410, "*Review of Interim Financial Information Performed by an Independent Auditor of an Entity*".

Based on our review of the condensed consolidated and separate interim financial statements of Dangote Cement Plc and its subsidiaries for the nine-month period ended 30 September 2021 on which we expressed our conclusion on 29 October 2021 and the representation received from the Directors of Dangote Cement Plc in connection with the review, nothing has come to our attention that causes us to believe that the Company will not continue in operations as a going concern for the next 12 months from 30 September 2021.

Yours faithfully  
 For: **KPMG Professional Services**



**Goodluck C. Obi, FCA**  
 Partner, Audit Services  
 FRC/2012/ICAN/00000000442

KPMG Professional Services is a member firm of the PwC network of independent member firms affiliated with the PwC network of member firms, each of which is a separate legal entity. Each member firm is responsible for its own actions and decisions.

Registration Number: 2005252

**PHOTOS**

- |  |   |   |   |   |
|--|---|---|---|---|
| Isigbolu A. Odoin<br>Nwankwo A. Ekechi   | Isyemba S. Chibwe<br>Nwankwo A. Ekechi  | Joseph O. Nigbo<br>Kun O. Oluwalan  | Olusegun James<br>Oduro A. Akpan  | Paul J. Guggenmos<br>Tarmode S. Daru                      |
| Abiodun P. Akintoye<br>Akinola A. Apin<br>Ajakaiye O. Ogunwole<br>Stacy M. Schmitt<br>Ayub K. Saibu<br>Ayobami A. Akintola | Chibwe N. Awindere<br>Chikwena B. Nwagwu<br>Chibwe C. Chikweryem<br>Chibwe C. Chikweryem<br>KATHE W. Akinjide<br>Soyin T. Folorunso | Lorenzina C. Aniedi<br>Moforo A. Anuolu<br>Munirah M. Akpan<br>Ayib C. Eze<br>DANIEL S. AKINDE<br>DANIEL I. SANDEKA | Olusegun O. Oduro<br>Olusegun A. Oduro<br>Oluwalan J. Oduro<br>Oluwalan O. Oduro<br>Oluwalan O. Oduro | Udoas A. Odoin<br>Lucinda O. Iweyemi<br>Ajayi U. Ogunwole |





**Dangote Cement Plc.** (IC 200789)

Marble House  
1, Alfred Rewane Road, Ikoyi, Lagos, Nigeria  
Tel: +234 1 450 643  
Email: [customercare@dangote.com](mailto:customercare@dangote.com)  
Website: [www.dangotecement.com](http://www.dangotecement.com)

17 January 2022

The Chief Executive  
Stanbic IBTC Capital Limited  
I.B.T.C. Place  
Walter Carrington Crescent  
Victoria Island  
Lagos

Dear Sir,

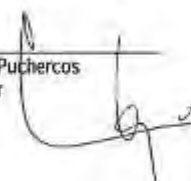
**CONFIRMATION OF GOING CONCERN STATUS OF DANGOTE CEMENT PLC ("DCP")**


Dangote Cement Plc is in the process of raising Senior Unsecured Series 2 Bonds under its N300bn Multi-Instrument Issuance Programme registered by the Securities and Exchange Commission ("SEC").

Based on our review of the financial statements of DCP for the year ended 31 December 2020, we have a reasonable expectation that DCP has adequate resources to continue as a going concern in the foreseeable future.

This letter has been prepared only for the purposes of compliance with the rules and regulations of the SEC.

Yours faithfully,  
For and on behalf of **Dangote Cement Plc**

  
Michel Puchercos  
Director

  
Guillaume Moyen  
Group Chief Financial Officer

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Directors: Mr. Adékun Dangote, FRCN (Chairman); Mr. Michel Puchercos, GMD (France); Mr. Philip Mathew, DGMD (India); Mr. Oluwale Akio; Mr. Abdu Danusa; Mr. Desiderius Y.G. Edeiri (India); Mr. Emel Ek, MFR; Mr. Emmanuel Basobul, M; Samuel Zaghouan (France); Mrs. Dorothy Ekere Uba (USA); Mr. Visarathana Sankar (Singapore); Mrs. Charles Blair, CBE (QC) (Ireland); Sir Masud Durrani (Brazil); Mrs. Bettina Menzies (South Africa).



## II. OWNERSHIP STRUCTURE

The current authorised share capital of the Company is ₦10,000,000,000 (Ten Billion Naira) divided into 20,000,000,000 (Twenty Billion) ordinary shares of ₦0.50k each. **As at 31 December 2021**, the residual issued and outstanding share capital of the Company was 17,040,507,404 (Seventeen Billion, Forty Million, Five Hundred and Seven Thousand, Four Hundred and Four) ordinary shares, which has been fully paid up.

The table below sets out the outstanding issued and paid-up capital legally and/or beneficially held by shareholders holding more than 5% of the Company's ordinary shares as **at 31 December 2021**:

NAME OF SHAREHOLDER	NO. OF ORDINARY SHARES HELD	SHAREHOLDING (%)
Dangote Industries Limited	14,621,387,610	85.8
Stanbic IBTC Nominees Limited	962,835,709	5.65

The table below sets out a summary of the capital structure of the Company as **at 30 September 2021**:

Description	9 months	12 months	12 months	12 months
₦ (Millions)	Ended 30 Sept 2021	Ended 31 Dec 2020	Ended 31 Dec 2019	Ended 31 Dec 2018
Cash and Cash Equivalent at end of year (net of bank overdrafts used for cash management)	179,101	145,835	112,903	159,026
Short-term Debt	343,000	342,202	244,155	209,576
Long-term Debt	189,000	158,908	107,279	125,725
Total Shareholders' Equity	905,212	890,970	897,937	986,613

## III. SHARE CAPITAL HISTORY

The authorised share capital of the Company at incorporation was ₦500,000,000 (Five Hundred Million Naira) divided into 500,000,000 (Five Hundred Million) ordinary shares of ₦1 each. The current authorised share capital of the Company is ₦10,000,000,000 (Ten Billion Naira) divided into 20,000,000,000 (Twenty Billion) ordinary shares of ₦0.50k each. The changes in the authorised and issued share capital of the Company since incorporation are as follows:

YEAR	AUTHORISED SHARE CAPITAL (₦)			NUMBER OF SHARES	ISSUED AND FULLY PAID-UP SHARE CAPITAL (₦)		CONSIDERATION
	INCREASE	CUMULATIVE	PAR VALUE OF EACH SHARE		INCREASE	CUMULATIVE	
1992	-	500,000,000	₦1.00	500,000,000	-	210,000,000	Cash
2001	-	500,000,000	₦1.00	500,000,000	290,000,000	500,000,000	Cash
2010	9,500,000,000	10,000,000,000	₦0.50k	20,000,000,000	7,000,000,000	7,500,000,000	Bonus
2010	-	10,000,000,000	₦0.50k	20,000,000,000	245,685,184	7,745,685,184	Share Exchange (Merger)
2011	-	10,000,000,000	₦0.50k	20,000,000,000	-	7,745,685,184	No Change
2012	-	10,000,000,000	₦0.50k	20,000,000,000	774,568,518	8,520,253,702	Bonus
2013 – till date	-	10,000,000,000	₦0.50k	20,000,000,000	-	8,520,253,702	No Change

#### IV. DIRECTORS' INTERESTS

The Directors of Dangote Cement who hold shares in the Company and their respective direct shareholdings are as recorded in the register of members as at 31 December 2021, and confirmed by the Registrar as follows:

NAME OF DIRECTORS	NUMBER OF SHARES HELD
Alhaji. Aliko Dangote, GCON	27,642,637
Mr. Olakunle Alake	8,000,000
Mr. Devakumar V.G. Edwin	6,000,000
Mr. Ernest Ebi, MFR	100,000
Mr. Abdu Dantata	8,680
Mr. Michel Puchercos	0
Sir Michael Davis	0
Mrs. Cherie Blair	0
Mr. Viswanathan Shankar	0
Mrs. Dorothy Ufot	0
Mr. Douraid Zaghouni	0
Mr. Philip Mathew	0
Mr. Emmanuel Ikazoboh	0
Ms. Berlina Moroole	0
Ms. Halima Aliko-Dangote	0

## V. Material Contracts

The following agreements are considered material to the transaction:

- **A Programme Trust Deed** dated 31 March, 2021 between the Issuer; and ARM Trustees Limited, FBNQuest Trustees Limited, Coronation Trustees Limited and Quantum Zenith Trustees & Investments Limited (as Bond Trustees or Sukuk Trustees), in connection with the establishment of the Programme.
- **A Series 1 (Tranche C) Trust Deed** dated 26 May, 2021 between the Issuer; and ARM Trustees Limited, FBNQuest Trustees Limited, Coronation Trustees Limited and Quantum Zenith Trustees & Investments Limited (as Bond Trustees) in connection with the Series 1 (Tranche C) Bonds issuance under the Programme.
- **A Series 1 (Tranche B) Trust Deed** dated 26 May, 2021 between the Issuer; and ARM Trustees Limited, FBNQuest Trustees Limited, Coronation Trustees Limited and Quantum Zenith Trustees & Investments Limited (as Bond Trustees) in connection with the Series 1 (Tranche B) Bonds issuance under the Programme.
- **A Series 1 (Tranche A) Trust Deed** dated 26 May, 2021 between the Issuer; and ARM Trustees Limited, FBNQuest Trustees Limited, Coronation Trustees Limited and Quantum Zenith Trustees & Investments Limited (as Bond Trustees) in connection with the Series 1 (Tranche A) Bonds issuance under the Programme.
- **Vending Agreement** dated 26 May, 2021 between the Issuer and the Issuing Houses in connection with the Series 1 ₦50,000,000,000 issuance under the Programme.
- **A Series 2 (Tranche C) Trust Deed** dated 27 April, 2022 between the Issuer; and ARM Trustees Limited, FBNQuest Trustees Limited, Coronation Trustees Limited and Quantum Zenith Trustees & Investments Limited (as Bond Trustees) in connection with the Series 2 (Tranche C) Bonds issuance under the Programme.
- **A Series 2 (Tranche B) Trust Deed** dated 27 April, 2022 between the Issuer; and ARM Trustees Limited, FBNQuest Trustees Limited, Coronation Trustees Limited and Quantum Zenith Trustees & Investments Limited (as Bond Trustees) in connection with the Series 2 (Tranche B) Bonds issuance under the Programme.
- **A Series 2 (Tranche A) Trust Deed** dated 27 April, 2022 between the Issuer; and ARM Trustees Limited, FBNQuest Trustees Limited, Coronation Trustees Limited and Quantum Zenith Trustees & Investments Limited (as Bond Trustees) in connection with the Series 2 (Tranche A) Bonds issuance under the Programme.
- **Vending Agreement** dated 27 April, 2022 between the Issuer and the Issuing Houses in connection with the Series 2 ₦116,000,000,000 issuance under the Programme.

## VI. Claims and Litigation

The opinion of the Solicitors to the Transaction, in connection with the issuance of the Series 2 Bonds by the Issuer (the “**Transaction**”) is set out below:



04 February 2022

The Chief Executive  
**Stanbic IBTC Capital Limited**  
I.B.T.C. Place  
Walter Carrington Crescent  
Victoria Island  
Lagos

Dear Sir,

**THE ISSUANCE OF SERIES 2 BONDS OF UP TO ₦250,000,000,000.00 (TWO HUNDRED AND FIFTY BILLION NAIRA) UNDER THE ₦300,000,000,000.00 (THREE HUNDRED BILLION NIGERIAN NAIRA) MULTI-INSTRUMENT ISSUANCE PROGRAMME BY DANGOTE CEMENT PLC. (THE TRANSACTION): SUMMARY OF LITIGATION CLAIMS**

This report has been issued in respect of the captioned series 2 bond issuance in our capacity as Solicitor to the Transaction.

For the purpose of issuing our opinion on claims and litigation, we requested for information in respect of matters (a) with a minimum monetary claim of ₦100,000,000.00; and (b) seeking declaration in relation to the mining leases of Dangote Cement Plc. (the **Issuer**) (**Material Litigation**). Further to our request, we were provided with case files and information on litigation involving the Issuer, showing 37 (Thirty-seven) cases pending against it in the Nigerian courts and supplemental lists, detailing the status of the cases (the **Status Update**).

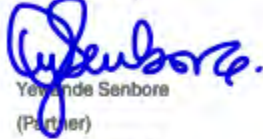
From our review, the Material Litigation comprises 29 (Twenty-nine) cases, in respect of which we note that: (a) there are 6 (Six) cases challenging or seeking declarations in relation to the Issuer’s mining leases; (b) 1 (One) case involves a claim for declaration of title to land; (c) 18 (Eighteen) cases relate to tortious claims against the Issuer for death, bodily harm and damage caused to persons and/or property, as a result of the alleged reckless driving of drivers employed by the Issuer (**Tortious Matters**); and (d) 4 (Four) cases relate respectively to Labour, Breach of Memorandum of Understanding, Trespass to Land and Breach of Business Goodwill. These cases are at various stages of hearing in various courts, and the Issuer is exploring settlement options in 3 (Three) of the Matters.

Based on our review, we note that the total amount claimed from the Issuer in the Material Litigation is ₦30,562,136,319.00 (Thirty Billion, Five Hundred and Sixty-two Million, One Hundred and Thirty-six thousand, three hundred and nineteen naira) and US\$94,999,333.62 (Ninety-four million, nine hundred and ninety-nine thousand, three hundred and thirty-three dollars, sixty-two cents) (**Material Contingent Liability Amount**), excluding Tortious Matters with claims of daily accrual of damages. As these claims are at various stages, it is difficult to determine the likelihood of success of the claims or the position that the courts may take on same. Nonetheless, in our opinion, any adverse decision in respect of any of the Material Litigation is unlikely to have an adverse effect on the Transaction.



Please find overleaf a summary of the Material Litigation as disclosed to us as at 28 January 2022.

Yours faithfully,



Yewande Senbore

(Partner)

OLANWUN AJAYI LP

## VII. Mergers and Takeovers

As at the date of this Pricing Supplement, the Directors are not aware of the following during the preceding financial year or current financial year:

- a. A merger or takeover offer by third parties in respect of the Issuer's securities; and
- b. A merger or takeover by the Issuer in respect of another company's securities.

## VIII. Consents

The underlisted parties have given and not withdrawn their written consents to the mention and inclusion of their names and reports (where applicable) in the form and context in which they appear in this Pricing Supplement:

<b>The Directors of Dangote Cement PLC</b>	Alhaji Aliko Dangote, GCON (Chairman) Mr. Michel Pucheros Mrs. Cherie Blair CBE, QC Sir Michael Davis Mr. Viswanathan Shankar Mr. Olakunle Alake Mr. Philip Mathew Mr. Abdu Dantata Mr. Ernest Ebi, MFR Mr. Devakumar V.G. Edwin Mr. Emmanuel Ikazoboh Mrs. Dorothy Ufot, SAN Mr. Douraid Zaghouani Ms. Berlina Moroole Ms. Halima Aliko-Dangote
<b>The Company Secretary of Dangote Cement PLC</b>	Mr. Mahmud Kazaure
<b>Lead Issuing House</b>	Stanbic IBTC Capital Limited
<b>Joint Issuing Houses</b>	Absa Capital Markets Nigeria Limited United Capital PLC Standard Chartered Capital & Advisory Nigeria Limited Meristem Capital Limited Coronation Merchant Bank Limited FBNQuest Merchant Bank Limited Rand Merchant Bank Nigeria Limited Quantum Zenith Capital & Investments Limited Ecobank Development Company Limited



	FCMB Capital Markets Limited Futureview Financial Services Limited Vetiva Capital Management Limited
<b>Solicitors to the Issuer</b>	Banwo & Ighodalo
<b>Solicitors to the Transaction</b>	Olaniwun Ajayi LP
<b>Joint Trustees</b>	ARM Trustees Limited FBNQuest Trustees Limited Quantum Zenith Trustees & Investments Limited Coronation Trustees Limited  Advised by: Sefton Fross
<b>Auditor</b>	KPMG Professional Services
<b>Registrar</b>	Coronation Registrars Limited
<b>Reporting Accountant</b>	PricewaterhouseCoopers
<b>Receiving Banks</b>	Coronation Merchant Bank Limited Zenith Bank PLC First Bank of Nigeria Limited First City Monument Bank Limited United Bank for Africa PLC Stanbic IBTC Bank PLC
<b>Rating Agency</b>	Global Credit Rating Company Limited
<b>Stockbrokers</b>	Meristem Stockbrokers Limited

## IX. Documents Available for Inspection

Copies of the following documents may be inspected at the offices of the Issuer and the Issuing Houses as listed on page 7 during normal business hours (between 8:00am and 5:00pm) on any Business Day from the date of this Pricing Supplement, throughout the Validity Period:

- i. The Certificate of Incorporation of the Issuer;
- ii. The Memorandum and Articles of Association of the Issuer;
- iii. The Board Resolution of the Issuer dated February 1, 2022 authorizing the issuance of the Series 2 Bonds;
- iv. The Audited Financial Statements of the Issuer for each of the five years up to the year ended 31 December 2020;
- v. The unaudited Management Accounts for the period ended 30 September 2021;
- vi. The Shelf Prospectus dated 31 March 2021;

- vii. This Pricing Supplement;
- viii. The Rating Report issued by Global Credit Rating Company Limited in respect of the Issue dated February 2, 2022, and in respect of the Issuer dated February 22, 2021;
- ix. The schedule of claims and litigation involving the Issuer together with the opinion of the Solicitors to the Transaction prepared in connection therewith;
- x. The Material Contracts referred to in Section VI above;
- xi. The written consents of the Parties referred to in section VIII;
- xii. Reporting Accountant's Report on the Audited Accounts of the Company for the five years up to the year ended 31 December 2020; and
- xiii. Letter from the SEC approving the registration of this Pricing Supplement.

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

#### **X. Related Party Transactions**

The details of related party transactions are contained in the Audited Financial Statements of the Issuer for the year ended 31 December 2020 and the unaudited Management Account for the period ended 30 September 2021 and are incorporated by reference.

#### **XI. Pledged Assets**

This is contained on page 149 of the Shelf Prospectus and is hereby incorporated by reference.

#### **XII. Debtors and Creditors**

This is contained on page 149 of the Shelf Prospectus and is hereby incorporated by reference.

#### **XIII. Previous debt securities issuance by the Issuer**

DESCRIPTION	AMOUNT ISSUED	AMOUNT OUTSTANDING	REDEMPTION BASIS	ISSUE DATE	TENOR (DAYS)	YIELD
Series 1 Commercial Paper (2021)	15,200,000,000.00	15,200,000,000.00	Bullet	26-Nov-21	90	8.50%
Series 2 Commercial Paper (2021)	7,958,000,000.00	7,958,000,000.00	Bullet	26-Nov-21	180	9.00%
Series 3 Commercial Paper (2021)	17,842,000,000.00	17,842,000,000.00	Bullet	26-Nov-21	270	10.00%

DESCRIPTION	AMOUNT ISSUED	AMOUNT OUTSTANDING	REDEMPTION BASIS	ISSUE DATE	TENOR (YEARS)	FIXED INTEREST RATE
Series 1 Bonds (2020)	100,000,000,000.00	100,000,000,000.00	Bullet	24-Dec-20	5	12.00%
Series 1 Tranche A Bonds (2021)	3,643,200,000.00	3,643,200,000.00	Bullet	26-May-21	3	11.25%
Series 1 Tranche B Bonds (2021)	10,448,750,000.00	10,448,750,000.00	Bullet	26-May-21	5	12.50%
Series 1 Tranche C Bonds (2021)	35,908,050,000.00	35,908,050,000.00	Bullet	26-May-21	7	13.50%

## APPENDIX C: USE OF PROCEEDS

### *Nigeria Expansion Projects:*

The Company is currently constructing a 3 million-ton per annum plant in Okpella, Edo State, Nigeria, to boost its production capacity and meet local and regional demand for high quality affordable cement. A 30MW Thermal Power Plant is also under construction in the Company’s Gboko plant in Benue State, to improve its cost competitiveness. In addition, several investments are associated with the deployment of assets enabling the usage in Ibese plant and Obajana plant of Alternative Fuels. The total costs of these projects are estimated to be ₦206,000,000,000 (circa US\$513,355,000). These projects are currently being funded by a combination of internally generated cash, short-term borrowings and supplies credit/deferred payment arrangements. A portion of the proceeds from the Issue will therefore be used to support further capital expenditure in relation to these projects, whilst refinancing previously incurred associated short-term debt and maturing deferred payments. A summary of the expansion projects is below:

S/N	PROJECT DESCRIPTION	ESTIMATED PROJECT VALUE (₦)
1	3M tons/pa cement plant (Okpella)	179,600,000,000.00
2	30MW Power Plant (Gboko)	20,422,000,000.00
3	Alternative Fuel Feed Systems (DCPCL and Ibese Plant 3&4)	5,978,000,000.00
	TOTAL	206,000,000,000.00

**Refinancing of Short-term Debts:** The Company has been largely supported by commercial papers and overdrafts. As of 31 December 2021, the Issuer had an outstanding balance of about ₦108,000,000,000 (One Hundred and Eight Billion Naira) in commercial papers and overdrafts, maturing in 2022. As this is short-term finance, the Company plans to replace a portion of its overdrafts with longer-term funding from the Issue.

### *Working Capital:*

The Issuer will also apply a portion of the proceeds raised from the Offer towards its operational working capital requirements.

Accordingly, the estimated net issue proceeds of the Series 2 Tranche C Bonds – being ₦87,322,094,790.55 following the deduction of the offer costs of ₦1,073,905,209.45 representing 1.21% of the gross issue proceeds – will be utilized for the purposes stated below:

S/N	PROJECT DESCRIPTION	TOTAL VALUE OF PROJECTS (₦)	AMOUNT TO BE FUNDED FROM BOND PROCEEDS (Series 2 Tranche C) (₦)	PERCENTAGE OF PROCEEDS TO BE ALLOCATED (%)	DURATION (COMMENCING FROM THE ISSUE DATE)
1	Nigeria Expansion Projects	206,000,000,000	22,486,681,159.59	25.75%	12-18 months
2	Short term Debt Refinancing	108,000,000,000	49,532,241,379.31	56.72%	Up to 12 months
3	Working capital requirements	86,000,000,000	15,303,172,251.66	17.52%	12-18 months
	TOTAL	400,000,000,000	87,322,094,790.55	100.00%	

## **APPENDIX D: EXTRACT OF THE SERIES 2 (TRANCHE C) TRUST DEED**

### **2 THE SERIES 2 TRANCHE C BONDS**

2.1 **Principal Amount and Designation:** Pursuant to the provisions of the Programme Trust Deed, a Tranche of the Issuer's Bonds is hereby authorised in the aggregate principal amount of up to N88,396,000,000. Such Series 2 Tranche C Bonds shall be designated and distinguished from any other Bonds of all other Series by the title "Series 2 Tranche C Bonds".

2.2 **Status:** The Series 2 Tranche C Bonds will constitute senior, direct, unsecured and unsubordinated obligations of the Issuer and will rank *pari passu* amongst themselves and rank at least *pari passu* with all other unsecured and unsubordinated obligations assumed by the Issuer other than those mandatorily preferred by law and are of general application to companies.

2.3 **Tenor:** The Series 2 Tranche C Bonds shall be issued for a Ten (10) year period commencing on the Issue Date and ending on the Maturity Date.

2.4 **Utilisation of Proceeds:**

- (a) The Issuer shall apply the net proceeds of the Bonds in accordance with the Pricing Supplement;
- (b) The Trustees shall not be bound to enquire as to the application by the Issuer of the net proceeds of the Series 2 Tranche C Bonds nor shall they be responsible for such application or for the consequences of such application.

### **3 FORM AND DENOMINATION OF THE SERIES 2 TRANCHE C BONDS**

3.1 **Form and Denomination:** The Series 2 Tranche C Bonds are in registered, dematerialised form and shall be registered with a separate securities identification code with a Depository. Each Series 2 Tranche C Bondholder's holding of the Series 2 Tranche C Bonds will be credited into its Securities Account. The Series 2 Tranche C Bonds shall be issued in denominations of N1,000.00 (One Thousand Naira) with a minimum initial subscription of N10,000,000 (Ten Million Naira) and in integral multiples of N1,000,000 (One Million Naira) thereafter.

3.2 **Issue of the Series 2 Tranche C Bonds:** Issue of the Series 2 Tranche C Bonds will be effected by electronic transfer of the units of the Series 2 Tranche C Bonds into the Securities Account of the Bondholder. The particulars of the Series 2 Tranche C Bonds shall thereafter be entered in the Series 2 Tranche C Bond Register, to be kept by the Registrar in its office, with a copy at the office of the Issuer.

### **4 PAYMENTS**

4.1 **Redemption of Series 2 Tranche C Bonds:** Unless previously purchased in accordance with clause 4.2, the Principal Amount of the Series 2 Tranche C Bonds shall be redeemed in full on the Maturity Date. If, on the Maturity Date, any Series 2 Tranche C Bond which is liable to be redeemed is not redeemed, the moneys payable to such Bondholder shall be paid to the Bond Trustees and the Bond Trustees shall hold such moneys in trust for such Bondholder and interest on such Series 2 Tranche C Bond shall cease to accrue as from the Maturity Date and the Issuer shall thereby be discharged from all obligations in connection with such Bonds.

4.2 **Purchase:** The Issuer may at any time and from time to time purchase at any price the Series 2 Tranche C Bonds through the market or by tender (available to all Series Bondholders alike).

4.3 Accrual of Interest: Each Series 2 Tranche C Bond shall bear interest from the Coupon Commencement Date at the Coupon Rate payable in arrears on the Principal Amount of the Series 2 Tranche C Bonds on each Coupon Payment Date. Each Series 2 Tranche C Bond will cease to bear interest from and including the Maturity Date, unless payment of principal is improperly withheld or refused, in which event interest will continue to accrue (as well after as before judgment) at the Coupon Rate in the manner provided in Condition 6.1 of Schedule 1 to the Programme Trust Deed and this clause 4.3.

4.4 Calculation of Coupon: The amount of interest payable in respect of any Series 2 Tranche C Bond for an Interest Period shall be calculated by multiplying the product of the Coupon Rate and the Principal Amount of such Series 2 Tranche C Bond by the Actual/Actual Day Count Fraction and rounding the resulting figure to the nearest sub unit of the Naira.

4.5 Manner of Payment: The Principal Amounts of the Series 2 Tranche C Bonds shall be paid from the Payment Account by the Bond Trustees in conjunction with the Registrar in accordance with the Conditions.

4.6 Mode of Redemption of Series 2 Tranche C Bonds: Prior to the Maturity Date of the Series 2 Tranche C Bonds, the Bond Trustees shall, instruct the Registrar to pay to each Bondholder on the Maturity Date, the amount payable to him in respect of the redemption of the Series 2 Tranche C Bonds together with all interest accrued and yet unpaid thereon. If, on the Maturity Date, any Series 2 Tranche C Bondholder shall fail, refuse or be unable to accept payment of the redemption moneys payable in respect thereof, the Bond Trustees shall hold such moneys in trust for such Bondholder and interest on such Bonds shall cease to accrue as from the Maturity Date and the Issuer shall thereby be discharged from all obligations in connection with such Bonds. The Bond Trustees shall apply such moneys in accordance with Clause 16 of the Programme Trust Deed (Application of Moneys) and the Bond Trustees shall not be responsible for the safe custody of such moneys or for interest thereon except such interest (if any) as the said money may earn whilst on deposit or invested as aforesaid less any expenses incurred by the Bond Trustees.

4.7 Redemption Prior to Maturity:

4.7.1 The Issuer shall be entitled at any time on or after the Optional Redemption Date, to redeem the whole or any part of the Series 2 Tranche C Bonds upon giving the Bondholders, a minimum of thirty (30) days and maximum of sixty (60) days' notice of its intention to do so ("Early Redemption").

4.7.2 The Series 2 Tranche C Bonds shall only be redeemed on a Coupon Payment Date.

4.7.3 At the expiration of the notice in Clause 4.7.1 above, the Issuer shall be entitled and bound to redeem the Series 2 Tranche C Bonds in respect of which notice has been given to the Bondholders. The notice shall state the amount at which the Issuer intends to redeem the Bonds and the conditions attached to such redemption.

4.7.4 In the event of an Early Redemption, the Issuer shall, (upon the expiration of the redemption notice), pay the Bondholders the outstanding principal and accrued interest.

4.7.5 In the event of an Early Redemption, the redeemed Bonds shall be called at par.

4.7.6 The Issuer shall not incur any penalty on account of the Early Redemption.

## 5 REPRESENTATIONS AND WARRANTIES OF THE ISSUER

The Issuer represents and warrants to the Bond Trustees on the date of the Series 2 Tranche C Trust Deed as follows:

- (a) the Representations and Warranties stated in Clause 10 of the Programme Trust Deed are in full force and effect as at the date of this Series 2 Tranche C Trust Deed;
- (b) each of the Covenants stated in Clause 6, 9 and 11 of the Programme Trust Deed is valid and in effect as at the date of this Series 2 Tranche C Trust Deed; and
- (c) no Event of Default or Potential Event of Default (as defined in Condition 12 of the Terms and Conditions of the Bonds as set out in the Programme Trust Deed) has occurred and or is continuing.

## 6 REPRESENTATIONS AND WARRANTIES OF THE BOND TRUSTEES

The Trustees represent and warrant on the date of the Series 2 Tranche C Trust Deed that the Representations and Warranties stated in Clause 13 of the Programme Trust Deed are in full force and effect as at the date of this Series 2 Tranche C Trust Deed.

## 7 FUNDING OF PAYMENT ACCOUNT

7.1 Establishment of Account: Pursuant to Clause 20 of the Programme Trust Deed, the Issuer shall, on or about the Issue Date of the Series 2 Tranche C Bonds, establish the Payment Account with the Account Bank, in the name and under the exclusive control of the Bond Trustees. The Trustees shall keep and maintain the Payment Account for as long as the Series 2 Tranche C Bonds remain outstanding.

### 7.2 Payment Account

(a) For as long as the Series 2 Tranche C Bonds remain outstanding, the Issuer shall, not later than the Funding Date, ensure that the Payment Account is fully funded with the Payment Amount for that Coupon Payment Date. If the Payment Account is not fully funded with the Payment Amount for that Coupon Payment Date in accordance with this clause, the Bond Trustees shall notify the Issuer in accordance with clause 7.2(c) below.

(b) The Bond Trustees shall, in conjunction with the Registrar, pay the Payment Amount from the Payment Account to the Bondholders entitled to same in clear funds on the relevant Coupon Payment Date.

(c) The Bond Trustees shall at the expense of the Issuer notify the Issuer if it has not, by close of business on the Funding Date received the full amount required for payment to the Bondholders, that it has not received the full amount required for payment to the Bondholders.

### 7.3 Management of the Payment Account:

(a) The Bond Trustees are hereby appointed to manage the Payment Account in accordance with Applicable Law, the Programme Trust Deed and this Series 2 Tranche C Trust Deed, and the Bond Trustees hereby agree to manage the Payment Account accordingly.

(b) The Bond Trustees shall stand possessed of the Payment Account upon trust, subject to the provisions of the Programme Trust Deed and this Series 2 Tranche C Trust Deed and shall not deal with the Payment Account except in accordance with the Programme Trust Deed, the Series 2 Tranche C Trust Deed and Applicable Law.

(c) Upon request, the Bond Trustees shall prepare and deliver to the Issuer appropriate quarterly periodic reports including bank statements, in respect of the management of the Payment Account.

(d) Upon payment to the Bondholders of all amounts outstanding under this Series 2 Tranche C Trust Deed and the Series 2 Tranche C Bonds, and the settlement and performance of the Issuer's obligations under the Issue Documents, the Bond Trustees shall remit to the Issuer such sums (if any) remaining in the Payment Account.

## 8 POWERS OF THE BOND TRUSTEES

The Bond Trustees shall comply with their fiduciary duties owed to the Bondholders in accordance with the Programme Trust Deed and the Relevant Laws.

## 9 MISCELLANEOUS

9.1 Enforcement upon default: Upon the occurrence of an Event of Default set out in Condition 12 (Events of Default) of the Terms and Conditions of the Bonds as set out in the Programme Trust Deed, the Bond Trustees may exercise any of the powers and rights set out in Clause 6.4 (Events of Default) and Clause 15 (Enforcement) of the Programme Trust Deed; and Condition 12 (Events of Default), and Condition 13 (Enforcement) of the Terms and Conditions of the Bonds as set out in the Programme Trust Deed.

9.2 Application of Moneys: The Trustees shall apply all moneys received by them pursuant to this Series 2 Tranche C Trust Deed in accordance with Clause 16 of the Programme Trust Deed (Application of moneys)

9.3 Notices: The notices provision of Clause 23 of the Programme Trust Deed shall apply mutatis mutandis to this Series 2 Tranche C Trust Deed.

9.4 Counterparts: This Series 2 Tranche C Trust Deed may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.

9.5 Compliance with the ISA: The Trustees shall inform the SEC when it becomes necessary to enforce the terms of the Programme Trust Deed and this Series 2 Tranche C Trust Deed and any breach of the terms and conditions of the Programme Trust Deed or this Series 2 Tranche C Trust Deed not later than ten (10) Business Days after the breach.

## 10 STATUS OF THE SERIES 2 TRANCHE C TRUST DEED

10.1 The terms and conditions of this Series 2 Tranche C Trust Deed shall be subject to the provisions of the Relevant Laws.

### Schedule 1. Terms And Conditions Applicable To The Series 2 Tranche C Bonds

The following is the text of the terms and conditions applicable to the Series 2 Tranche C Bonds. The terms and conditions contained in Schedule 1 of the Programme Trust Deed, as amended, modified, supplemented or completed by the terms and conditions set out below (together the "Conditions") are applicable to the Series 2 Tranche C Bonds, and, save for the italicised text will govern and are expressly incorporated by reference into the Series 2 Tranche C Bonds.

Capitalised terms used but not defined in the Conditions are subject to the detailed provisions of the Series 2 Tranche C Trust Deed and in specified circumstances, the broader provisions of the Programme Trust Deed. The definitions in the Programme Trust Deed and the "Terms and Conditions of the Series 2 Tranche C Bonds" in Schedule 1 to the Programme Trust Deed, shall apply mutatis mutandis in these Conditions.

The Series 2 Tranche C Bonds are constituted by the Programme Trust Deed and supplemented by a separate trust deed (the “Series 2 Tranche C Trust Deed”) dated 27 April 2022 between Dangote Cement PLC (as Issuer); and ARM Trustees Limited, Quantum Zenith Trustees & Investments Limited, FBNQuest Trustees Limited and Coronation Trustees Limited (as Trustees which expression shall include all persons for the time being acting as Trustees under the Programme Trust Deed), applicable to the Series 2 Tranche C Bonds.

The Series 2 Tranche C Bondholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Programme Trust Deed and the Series 2 Tranche C Trust Deed. Copies of the Programme Trust Deed and the Series 2 Tranche C Trust Deed are available for inspection between the hours of 10:00am and 3:00pm on any Business Day at the principal office of the Bond Trustees at No. 1 Mekunwen Road, Off Oyinkan Abayomi Drive, Ikoyi, Lagos; Plot 2, Ajose Adeogun Street, Victoria Island, Lagos, 10 Keffi Street, Ikoyi, Lagos, and Coronation House, No 10, Amodu Ojikutu Street, Off Saka Tinubu Street, Victoria Island, Lagos and at the specified offices of the Registrar, Coronation Registrars Limited at Plot 009, Amodu Ojikutu Street, Victoria Island Extension, Lagos.

## 1 FORM, DENOMINATION AND TITLE

1.1 Form: The Series 2 Tranche C Bonds are issued in registered, dematerialised form. The Series 2 Tranche C Bonds are senior unsecured fixed rate Bonds. The Series 2 Tranche C Bonds shall be registered with a separate securities identification code with a Depository.

1.2 Denomination: The Series 2 Tranche C Bonds shall be issued in minimum denominations of N1,000 (One Thousand Naira) with a minimum initial subscription of N10,000,000 (Ten Million Naira) and in integral multiples of N1,000,000 (One Million Naira) thereafter.

1.3 Title: Title to the Series 2 Tranche C Bonds will be evidenced by registration in the Series 2 Tranche C Bond Register. Title to the Series 2 Tranche C Bonds will pass by transfer in accordance with the rules governing transfer of title of securities held by the Depository and registration thereafter in the Series 2 Tranche C Bond Register. The holder of any Series 2 Tranche C Bond will (except as otherwise required by law or as ordered by a court of competent jurisdiction) be treated as its absolute owner for all purposes whether or not it is overdue and regardless of any notice of ownership, trust or any other interest in it, any writing thereon by any person (as defined below) and no person will be liable for so treating the holder. In these Conditions, “Bondholder” or “holder” means the person in whose name the Series 2 Tranche C Bond is registered in the Series 2 Tranche C Bond Register. All payments made to the holder shall be valid and, to the extent of sums so paid, effective to satisfy and discharge the liability for the moneys payable on the Series 2 Tranche C Bonds.

## 2 REGISTRATION AND TRANSFER OF THE SERIES 2 TRANCHE C BONDS

2.1 Amount of Transfer: The Series 2 Tranche C Bonds are transferable in whole or in part, but if in part, of an amount not less than ₦1,000,000 (One Million Naira) by instrument in writing in the usual common form of transfer or in any form approved by the Exchange and in accordance with Condition 2 (Terms and Conditions of the Bond) of the Programme Trust Deed.



2.2 Register: A Register of the Series 2 Tranche C Bonds shall be kept by the Registrar at its office and a copy thereof shall be made available for inspection at the registered office of the Issuer, and there shall be entered in such Register:

- (a) The names and addresses of the holders for the time being of the Series 2 Tranche C Bonds;
- (b) The amount of the units of the Series 2 Tranche C Bonds held by every registered holder;
- (c) The Securities Account Number of the Tranche C Bondholder;
- (d) The date at which the names of every registered holder is entered in respect of the Series 2 Tranche C Bonds standing in his name;
- (e) All transfers and redemptions of the Series 2 Tranche C Bonds; and
- (f) Such other information considered necessary by the Registrar.

2.3 Transfer: Transfer of the Series 2 Tranche C Bonds shall be by book entries in securities accounts held by the transferor and transferee in the Depository in accordance with the procedures of the Depository or such alternative clearing system approved by the Issuer and the Bond Trustees, and registration of the name of the transferee in the Series 2 Tranche C Bond Register in respect of the Series 2 Tranche C Bonds then held. The transferor shall be deemed the holder of the Series 2 Tranche C Bonds until the transferee's name is entered in the Register in respect thereof.

2.4 Listing: The Series 2 Tranche C Bonds shall be listed on an Exchange.

2.5 Restriction on Transfer: There are no restrictions on the transferability of the Series 2 Tranche C Bonds.

2.6 Record Date: No Bondholder may require the transfer of a Bond to be registered during a period of fifteen (15) days immediately preceding each Coupon Payment Date during which the Register will be closed.

2.7 Regulations: All transfers of Series 2 Tranche C Bonds and entries on the Series 2 Tranche C Bond Register will be made subject to the detailed regulations concerning transfer of Series 2 Tranche C Bonds in the Programme Trust Deed and SEC Rules and Regulations.

### 3 STATUS OF THE SERIES 2 TRANCHE C BONDS

3.1 Ranking: The Series 2 Tranche C Bonds are senior unsecured obligations of the Issuer and shall at all times rank pari passu and without any preference among themselves, and at least pari passu with all other senior unsecured obligations of the Issuer, present and future.

### 4 COVENANTS

4.1 Covenant of Compliance: The Issuer undertakes to comply with each of the covenants stated in Clause 6 (Covenant to Pay) of the Programme Trust Deed for so long as any of the Series 2 Tranche C Bonds remain outstanding.

### 5 REDEMPTION, PURCHASE AND CANCELLATION

5.1 Redemption at Maturity: Unless previously redeemed, purchased or cancelled, the Principal Amount on the Series 2 Tranche C Bonds shall be fully redeemed on the Maturity Date.

5.2 Redemption Prior to Maturity:

5.2.1 The Issuer shall be entitled at any time on or after the Optional Redemption Date, to redeem the whole or any part of the Series 2 Tranche C Bonds upon giving the Bondholders, a minimum of thirty (30) days and maximum of sixty (60) days' notice of its intention to do so ("Early Redemption").

5.2.2 The Series 2 Tranche C Bonds shall only be redeemed on a Coupon Payment Date.

5.2.3 At the expiration of the notice in Clause 5.2.1 above, the Issuer shall be entitled and bound to redeem the Series 2 Tranche C Bonds in respect of which notice has been given to the Bondholders. The notice shall state the amount at which the Issuer intends to redeem the Bonds and the conditions attached to such redemption.

5.2.4 In the event of an Early Redemption, the Issuer shall, (upon the expiration of the redemption notice), pay the Bondholders the outstanding principal and accrued interest.

5.2.5 In the event of an Early Redemption, the redeemed Bonds shall be called at par.

5.2.6 The Issuer shall not incur any penalty on account of the Early Redemption.

5.3 Redemption for tax reasons: If the Issuer satisfies the Bond Trustees immediately before the giving of the notice referred to below that:

(a) it has or will become obliged to pay additional amounts as a result of any change in, or amendment to, the laws or regulations of the Federal Republic of Nigeria or any political subdivision or any authority thereof or therein having power to tax (excluding for the avoidance of doubt, the expiry of any applicable Tax Exemptions), or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date; and

(b) the requirement cannot be avoided by the Issuer taking reasonable measures available to it, the Issuer may at its option, having given not less than 20 (twenty) nor more than 60 (sixty) days' notice to the Series 2 Tranche C Bondholders (which notice shall be irrevocable and shall oblige the Issuer to redeem the Series 2 Tranche C Bonds), redeem the Series 2 Tranche C Bonds on the relevant Optional Redemption Date at the Principal Amount Outstanding of the Series 2 Tranche C Bonds, plus accrued interest (if any) to such date, provided that no such notice of redemption shall be given earlier than 90 (ninety) days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts, were a payment in respect of the Series 2 Tranche C Bonds then due. Prior to the publication of any notice of redemption pursuant to this Condition 5.2, the Issuer shall deliver to the Bond Trustees a certificate signed by two directors of the Issuer stating that the requirement referred to in subparagraph (a) above will apply on the next Coupon Payment Date and cannot be avoided by the Issuer taking reasonable measures available to it, and the Bond Trustees shall be entitled to accept the certificate as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on Series 2 Tranche C Bondholders.

5.4 Mode of Redemption of Series 2 Tranche C Bonds: Prior to the Maturity Date of the Series 2 Tranche C Bonds, the Bond Trustees shall, instruct the Registrar to pay to each Bondholder on the Maturity Date, the amount payable to him in respect of the redemption of the Series 2 Tranche C Bonds together with all interest accrued and yet unpaid thereon. If, on the Maturity Date, any Series 2 Tranche C Bondholder shall fail, refuse or be unable to accept payment of the redemption moneys payable in respect thereof, the Bond Trustees shall hold such moneys in trust for such Bondholder and interest on such Bonds shall cease to accrue as from the Maturity Date and the Issuer shall thereby be discharged from all obligations in connection with such Bonds.

The Trustees shall apply such moneys in accordance with Clause 16 of the Programme Trust Deed (Application of Moneys) and the Bond Trustees shall not be responsible for the safe custody of such moneys or for interest thereon except such interest (if any) as the said money may earn whilst on deposit or invested as aforesaid less any expenses incurred by the Bond Trustees.

5.5 Purchase: The Issuer may at any time and from time to time purchase Series 2 Tranche C Bonds through the market or by tender (available to all Series 2 Tranche C Bondholders alike) but not otherwise, Provided that any Bonds purchased will be cancelled and will not be available for re-issue in accordance with the Programme Trust Deed.

## 6 INTEREST AND CALCULATION

6.1 Accrual of Interest: The Bonds shall bear interest on the Principal Amount at the Coupon Rate from (and including) the Issue Date to (but excluding) the Maturity Date. Interest shall be payable in arrears on each Coupon Payment Date. The first payment of interest will be made on the Coupon Payment Date following the Issue Date and subsequent interest payments shall be made on every Coupon Payment Date thereafter. Each Bond will cease to bear interest from and including the Maturity Date unless, upon due presentation, payment of principal is improperly withheld or refused, in which event interest will continue to accrue (as well after as before judgment) at the Coupon Rate in the manner provided in this Condition until the date on which all amounts due in respect of such Bond have been paid and notice to that effect has been given to the Series 2 Tranche C Bondholders.

6.2 Calculation of Interest: The amount of interest payable in respect of any Series 2 Tranche C Bond for an Interest Period shall be calculated by multiplying the product of the Coupon Rate and the Principal Amount of the Series 2 Tranche C Bond by the Actual/Actual Day Count Fraction and rounding the resulting figure to the nearest sub unit of the Naira.

6.3 Calculation of Broken Interest: When Interest is required to be calculated in respect of a period of less than a full 6 (six) months, it shall be calculated on an Actual/Actual Basis.

## 7 PAYMENTS

7.1 Any principal, interest or other moneys payable from the Payment Account in respect of the Series 2 Tranche C Bonds may be paid by the Bond Trustees through the Registrar by electronic payment transfer.

7.2 Payments will be made to the person shown in the Register at the close of business on the Record Date. Where the day on which a payment is due to be made is not a Business Day, that payment shall be effected on or by the next succeeding Business Day unless that succeeding business day falls in a different month in which case payment shall be made on or by the immediately preceding Business Day.

7.3 The Series 2 Tranche C Bonds shall be deemed redeemed and the obligations of the Issuer discharged on payment to the Bond Trustees, on behalf of Series 2 Tranche C Bondholders, of the Principal Amount on the Series 2 Tranche C Bonds to Series 2 Tranche C Bondholders whose names appear on the Bond Register on the Record Date. Payment by the Issuer to the Bond Trustees shall be a legal discharge of the liability of the Issuer towards Series 2 Tranche C Bondholders from all obligations in connection with the Series 2 Tranche C Bonds.

## 8 TAXATION

All payments of principal, interest and any other sum due in respect of the Series 2 Tranche B Bonds shall be made free and clear of, and without withholding or deduction for, any Taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by or within the

Federal Republic of Nigeria or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In this regard, the Issuer will be required to withhold interest payment to corporate Bondholders (save as otherwise exempted by law) pursuant to the CITA and no additional amounts shall be paid to Series 2 Tranche B corporate Bondholders as a result thereof. Interest earned by individual Bondholders will not be subject to withholding tax pursuant to the Personal Income Tax (Amendment) Act 2011. By virtue of the Finance Act, 2020, which expressly excludes securities from the definition of goods under the Value Added Tax Act, proceeds realised from a disposal of the Bonds will not be liable to VAT. However, commissions payable to the SEC, NGX and the CSD for securities exchange transactions in the Nigerian capital market are subject to VAT following the expiration of the VAT (Exemption of Commissions on Stock Exchange Transactions) Order, 2014. The Bonds shall nonetheless enjoy the benefit of any applicable Tax Exemptions, and such re-enactments, extensions, amendments and/or modifications thereof.

## 9 NEGATIVE PLEDGE

So long as the Series 2 Tranche C Bonds shall remain outstanding, the Issuer shall not and shall procure that none of its Subsidiaries shall, secure any other Indebtedness represented by bonds, notes or any other publicly issued debt securities which are, or are capable of being, traded or listed on any stock exchange or over-the-counter or similar securities market, without securing the Series 2 Tranche C Bonds equally and rateably with such Indebtedness.

## 10 EVENTS OF DEFAULT

The provisions of Condition 12 (Events of Default) of the Terms and Conditions of the Bonds as set out in the Programme Trust Deed shall apply mutatis mutandis in respect of the Series 2 Tranche C Bonds.

## 11 ENFORCEMENT

The provision of Condition 13 (Enforcement) of the Terms and Conditions of the Bonds as set out in the Programme Trust Deed will apply mutatis mutandis to the Series 2 Tranche C Bonds.

## 12 NOTICES

12.1 Addresses for notices: All notices and other communications hereunder shall be made in writing and in English (by letter, telex or fax) and shall be sent as follows:

(a) If to Dangote Cement PLC at:  
1 Alfred Rewane Road,  
Ikoyi,  
Lagos State,  
Nigeria.  
Tel: +234 1 271 4646  
For the Attention of: The Group Chief Financial Officer

Email: [guillaume.moyen@dangote.com](mailto:guillaume.moyen@dangote.com)

(b) If to ARM Trustees Limited at:

1 Mekunwen Road,  
Off Oyinkan Abayomi Drive,  
Ikoyi,  
Lagos State,  
Nigeria.  
Tel: 234(1)2692097  
For the Attention of: Michael Abiodun Thomas  
Email: Michael.Abiodun-Thomas@arm.com.ng; armtrustees-CT@arm.com.ng

(c) If to Quantum Zenith Trustees & Investments Limited at:  
12th Floor, Plot 2 Ajose Adeogun Street,  
Victoria Island,  
Lagos.  
Tel: +234-1-278 3216  
For the Attention of: Onyeche Emefiele  
Email: onyeche.emefiele@quantumzenith.com.ng; projecttrustees@quantumzenith.com.ng

(d) If to FBNQuest Trustees Limited at:  
10 Keffi Street,  
South West Ikoyi,  
Lagos.  
Tel: +234-1-4622673  
For the Attention of: Head of Corporate Trusts  
Email: corporatetrust@fbnquest.com; Babatunde.adewolu@fbnquest.com

(e) If to Coronation Trustees Limited at:  
Coronation House II,  
10 Amodu Ojikutu Street,  
Victoria Island,  
Lagos.  
Tel: +234 705 529 4460  
For the Attention of: Ayomide Akinkuade  
Email: AAkinkuade@coronationnt.com

12.2 Effectiveness: Every notice or other communication sent in accordance with Clause 12.1 shall be effective as follows:

- (a) Personal delivery: if delivered by hand or by courier, on signature of a delivery receipt or at the time the notice is left at the address;
- (b) Email: if sent by e-mail, one hour after the notice was sent with proof of delivery thereof or upon acknowledgment of receipt, whichever is earlier;

provided that any such notice or other communication which would otherwise take effect after 5.00 p.m. on any particular day shall not take effect until 10.00 a.m. on the immediately succeeding Business Day in the place of the addressee.

## 13 MEETINGS OF BONDHOLDERS, MODIFICATION, WAIVER AND AUTHORISATION

13.1 Meetings of Bondholders: Schedule 4 of the Programme Trust Deed contains provisions for convening meetings of Bondholders to consider any matter affecting their interests, including the modification or abrogation by Extraordinary Resolution of any of these Conditions or any of the provisions of the Programme Trust Deed.

13.2 Notification to Series 2 Tranche C Bondholders: in accordance with the Programme Trust Deed, any modification, abrogation, waiver, authorisation, determination or substitution shall be binding on the Bondholders and, unless the Bond Trustees agree otherwise, any modification or substitution shall, upon prior review and approval by the SEC, be notified by the Issuer to the Bondholders as soon as practicable thereafter in accordance with Condition 18 of the Terms and Conditions of the Bonds as set out in the Programme Trust Deed.

13.3 Governing Law: The Series 2 Tranche C Trust Deed, the Series 2 Tranche C Bonds and the Coupons shall be governed by and construed in all respects in accordance with the laws of the Federal Republic of Nigeria.

13.4 Jurisdiction: The provisions of clause 26 (Law and Jurisdiction) of the Programme Trust Deed shall apply mutatis mutandis to these Conditions.

#### **Schedule 2: Repayment Schedule**

<b>Period</b>	<b>Opening Balance</b>	<b>Coupon Payment</b>	<b>Principal Repayment</b>	<b>Closing Balance</b>
1	88,396,000,000.00	5,855,932,273.97	-	88,396,000,000.00
2	88,396,000,000.00	5,729,998,246.58	-	88,396,000,000.00
3	88,396,000,000.00	5,761,481,753.42	-	88,396,000,000.00
4	88,396,000,000.00	5,751,159,292.16	-	88,396,000,000.00
5	88,396,000,000.00	5,745,740,000.00	-	88,396,000,000.00
6	88,396,000,000.00	5,724,578,954.41	-	88,396,000,000.00
7	88,396,000,000.00	5,761,481,753.42	-	88,396,000,000.00
8	88,396,000,000.00	5,729,998,246.58	-	88,396,000,000.00
9	88,396,000,000.00	5,761,481,753.42	-	88,396,000,000.00
10	88,396,000,000.00	5,729,998,246.58	-	88,396,000,000.00
11	88,396,000,000.00	5,761,481,753.42	-	88,396,000,000.00
12	88,396,000,000.00	5,751,159,292.16	-	88,396,000,000.00
13	88,396,000,000.00	5,745,740,000.00	-	88,396,000,000.00
14	88,396,000,000.00	5,724,578,954.41	-	88,396,000,000.00
15	88,396,000,000.00	5,761,481,753.42	-	88,396,000,000.00
16	88,396,000,000.00	5,729,998,246.58	-	88,396,000,000.00
17	88,396,000,000.00	5,761,481,753.42	-	88,396,000,000.00
18	88,396,000,000.00	5,729,998,246.58	-	88,396,000,000.00
19	88,396,000,000.00	5,761,481,753.42	-	88,396,000,000.00
20	88,396,000,000.00	5,745,740,000.00	88,396,000,000.00	-

## APPENDIX E: EXTRACT OF RATINGS

### Rating Report issued by Global Credit Rating Company Limited:



#### PRIVATE CREDIT RATING NOTIFICATION

GCR accords an Indicative Rating to Dangote Cement Plc's proposed up-to-N250bn Series 2 (Tranches A-C) Senior Unsecured Bond Issue

#### Rating Action

Lagos, Nigeria, 2 March 2022 – GCR Ratings ("GCR") has assigned a national scale long term indicative rating of AAA<sub>(NG)</sub> to Dangote Cement Plc's proposed up-to-N250bn Series 2 (Tranches A-C) Senior Unsecured Bonds. The Outlook on the rating is Stable.

Rated Entity / Issue	Rating class	Rating scale	Rating	Outlook / Watch
Up-to-N250bn Series 2 (Tranches A-C) Bonds	Long Term Issue	National	AAA <sub>(NG)</sub> *	Stable

\*IR stands for Indicative Rating.

#### Rating Rationale

The Issuer, Dangote Cement Plc ("DCP"), is Africa's leading integrated cement manufacturer, with a combined installed capacity of 48.6 million tonnes per annum across ten countries. GCR affirmed the Issuer's long-term and short-term ratings of AAA<sub>(NG)</sub> and A1+<sub>(NG)</sub> respectively in July 2021. The ratings are underpinned by DCP's strong competitive position, very solid earnings, robust cash flows and moderate gearing metrics.

In May 2021, DCP registered a N300bn Multi-Instrument Bond Programme ("the MIB Programme") with the Securities and Exchange Commission, and subsequently raised an initial N50bn in Series 1 (Tranches A-C) Senior Unsecured Bonds. The Issuer is in the process of raising up-to-N250bn in Series 2 Fixed Rate Senior Unsecured Bonds Issue under the MIB Programme, which will be split into three Tranches (Tranches A, B and C), with tenors of five years, seven years, and ten years respectively. Even if the full N250bn is raised, gearing metrics will remain strong and in line with expectations at the last review.

The Bonds' net proceeds will be utilised for the Issuer's expansion projects in Nigeria, refinancing of short-term debts and working capital funding. Notwithstanding the new amount to be raised, GCR expects DCP to continue to demonstrate strong financial flexibility.

The Bonds shall constitute direct, unconditional, senior, unsubordinated, and unsecured obligations of the Issuer and shall at all times rank pari passu and without any preference among themselves. Being senior unsecured debt, the proposed Series 2 (Tranches A-C) Bonds will rank pari passu with all other senior unsecured creditors of the Issuer. As such, the Bonds will bear the same national scale long term rating as that accorded to the Issuer. Accordingly, any change in the Issuer's long-term rating would impact the Bonds rating.

The indicative rating assumes that the conditions in the bond documentation will not change and will receive regulatory approval.

#### Outlook Statement

The Stable Outlook reflects GCR's view of DCP's robust earnings and strong cash flows, which serves to moderate the impact of any external shocks.

# GCR RATINGS

Public Credit Rating Report | Nigerian Corporate Analysis | July 2021\*

## Dangote Cement Plc

Rated Entity / Issue	Rating class	Rating scale	Rating	Outlook / Watch
Dangote Cement Plc	Long Term Issuer	National	AAA <sub>(NG)</sub>	
	Short Term Issuer	National	A1 <sub>+(NG)</sub>	
N100bn Series 1 Senior Unsecured Bond	Long Term Issue	National	AAA <sub>(NG)</sub>	Stable Outlook
N3.64bn Series 1 Tranche A Senior Unsecured Bond	Long Term Issue	National	AAA <sub>(NG)</sub>	
N10.45bn Series 1 Tranche B Senior Unsecured Bond	Long Term Issue	National	AAA <sub>(NG)</sub>	
N35.91bn Series 1 Tranche C Senior Unsecured Bond	Long Term Issue	National	AAA <sub>(NG)</sub>	

### Strengths

- Strong franchise and market share
- Diversification through increased focus on export strategy within Africa
- Very strong earnings, robust cash flows and sustainable leverage

### Weaknesses

- High exposure to Nigeria's challenging operating environment
- Large portion of foreign currency debt

### Rating Rationale

The ratings accorded reflect Dangote Cement Plc's ("DCP" or "the Group") competitive position as one of Africa's leading integrated cement manufacturers, evidenced by very strong earnings, robust cash flows and moderate gearing metrics.

DCP's ability to penetrate new markets with large-scale, modern, and energy-efficient factories give it a strong competitive edge in the African market. Nevertheless, the company profile is constrained by the very high concentration to the Nigerian market, accounting for about 88% of group EBITDA and 65% of capacity at end-March 2021. In recent periods, DCP has increased focus on its export strategy within West and Central Africa, which should support the advancement of its competitive positioning across the African continent, albeit marginally offset by the higher risks in many of the countries it is targeting.

DCP's market dominance has translated into very strong earnings and cash flows, with the EBITDA margin registering around 47% over the last five years, well above the industry average. Based on the 1Q FY21 management results to 31 March 2021, the margin registered around 53% (FY20: 46%), supported by improved cement volume sales across its key markets, and its cost control efforts with cheaper fuel mix and lower power costs. Inflationary pressure and foreign currency shortages (particularly in Nigeria) are expected to continue to weigh adversely on production costs and operating expenses, but DCP's strong financial profile serves to moderate the impact of external shocks. The current headroom to ramp-up production volumes based on existing capacity across other market should drive strong earnings growth over the medium term, while sustaining strong margins.

\* The last rating announcement was published on 1<sup>st</sup> July 2021. Rating reports are updated at least once a year from the date of the last rating announcement.



At 1Q FY21, gross debt declined to N426bn following part repayment of the existing obligations. This saw annualised net debt to EBITDA registered at a low 0.4x, against 0.7x recorded at FY20, indicative of a strong credit protection. Similarly, EBITDA coverage of net interest was high at 1.6x in 1Q FY21, from an average of 1.1x between FY16 and FY20. In May 2021, DCP successfully raised N50bn from the debt capital market in Series 1 Senior Unsecured Bond Issue under its N300bn Bond Issuance Programme. Notwithstanding the additional amounts raised under the Programme, GCR expects the Group to continue to demonstrate strong financial flexibility, with net debt to EBITDA (including operating leases) expected to range between 40%-55% over the outlook period, and net interest cover projected between 10x and 15x. The Group's robust operating cash flow is a key mitigant against concerns of higher debt. In this regard, operating cash flow (OCF) coverage of debt registered at 1.66x in 1Q FY21 and should remain strong over the rating horizon.

DCP's liquidity assessment is underpinned by expectation that cash flows will remain strong, along with N146m in cash and N153m in unutilised committed funding lines. Nevertheless, the assessment is somewhat constrained by the very high level of short-term debt, as well as the historically high dividend pay-out ratios. The uses vs. sources liquidity coverage is estimated at 1.3x over the next 12 months.

The N50bn Series 1 Senior Unsecured Bond is split into N3.64bn Tranche A, N10.45bn Tranche B and N35.91bn Tranche C, with varying interest rates and maturities in 2024, 2026 and 2028, respectively. Being senior unsecured debt of DCP, the existing N100bn Series 1 Bond and the additional N50bn Series 1 Tranche A-C Bonds rank pari passu with all other senior unsecured creditors. As such, the Bonds bear the same national scale long term rating as that accorded to DCP. Accordingly, any change in DCP's long term issuer rating would impact the Bond rating.

#### Outlook Statement

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The Stable Outlook reflects GCR's view of DCP's robust earnings and strong cash flows, which serves to moderate the impact of external shocks and limit recourse to additional debt.

#### Rating Triggers

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A rating upgrade is not possible as DCP's long-term and short-term ratings are the highest possible ratings on GCR's rating scale. However, downward ratings pressure could arise from protracted earnings pressure or greater competition emerging from major international cement manufacturers. The aggressive dividend policy could result in materially higher than anticipated leverage and adversely impact GCR's view of liquidity.

#### Analytical Contacts

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<b>Primary analyst</b>	Femi Atere	Senior Analyst
Lagos, Nigeria	Femi@GCRratings.com	+234 1 904 9462
<b>Secondary analyst</b>	Eyal Shevel	Sector Head: Corporate Ratings
Johannesburg, ZA	Shevel@GCRratings.com	+27 11 784 1771
<b>Committee chair</b>	Matthew Pirnie	Group Head of Ratings
Johannesburg, ZA	MatthewPi@GCRratings.com	+27 11 784 1771

#### Related Criteria and Research

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Criteria for the GCR Ratings Framework, May 2019  
 Criteria for Rating Corporate Companies, May 2019  
 GCR Rating Scales, Symbols & Definitions, May 2019  
 GCR Nigerian Country Risk Scores, July 2021  
 GCR Nigerian Corporate Sector Risk Scores, July 2021  
 Dangote Cement Plc Issuer rating reports (2016-20)

## APPENDIX F: EXTRACT FROM REPORTING ACCOUNTANT'S REPORT



29 September 2021

Independent assurance report to:

The Board of Directors  
Dangote Cement Plc  
Union Marble House  
1 Alfred Rewane Road  
Ikoyi  
Lagos

and

The Chief Executive  
Stanbic IBTC Capital Limited  
I.B.T.C Place  
Walter Carrington Crescent  
Victoria Island  
Lagos

Dear Sirs

We have reviewed the accompanying consolidated statement of financial position for the year ended 31 December 2020, consolidated statement of profit or loss, consolidated statement of other comprehensive income, consolidated statement of changes in equity, consolidated statement of cash flows for the year ended, and the related explanatory notes (together, "the financial information"). The financial information is based on the audited financial statements of Dangote Cement Plc and its subsidiaries (the "Group").

### **Directors Responsibility**

The Directors are responsible for the preparation and fair presentation of the financial statements on which the financial information is based, in accordance with the basis of accounting described in the financial information and for such internal control as is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error. The Directors are also responsible for the contents of the prospectus in which this report is included.

### **Our Responsibility**

Our responsibility is to express a conclusion on the accompanying financial information. We conducted our review in accordance with International Standard on Review Engagements (ISRE) 2400 (Revised) which requires us to conclude whether anything has come to our attention that causes us to believe that the financial information is not prepared in all material respects in accordance with the applicable financial reporting framework. This Standard also requires us to comply with relevant ethical requirements.

A review of financial information in accordance with ISRE 2400 (Revised) is a limited assurance engagement. The review primarily consists of making inquiries of management and others as appropriate, applying analytical procedures and evaluating the evidence obtained. The procedures performed in a review are substantially less than those performed in an audit conducted in accordance with International Standards on Auditing. Accordingly, we do not express an audit opinion on this financial information.



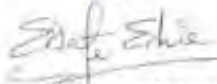
**Conclusion**

Based on our review, nothing has come to our attention that causes us to believe that the accompanying financial information does not present fairly, in all material respects the state of the financial position of the group as at the date stated and of its profit or loss and cash flows for the year then ended, in accordance with the Group's accounting policies.

**Basis of Accounting**

Without modifying our conclusion, we draw attention to the significant accounting policies included in the financial information which describe the basis of accounting. The financial information is prepared for inclusion in the prospectus to be issued in connection with the proposed capital raising transaction by Dangote Cement Plc. As a result, the financial information may not be suitable for another purpose.

Yours faithfully



For: **PricewaterhouseCoopers**  
Chartered Accountants  
Lagos, Nigeria

**29 September 2021**

Engagement Partner: Edele Erhie  
FRC/2013/ICAN/ 00000001143

## APPENDIX G: FINANCIAL SUMMARY

The financial information of the Company set out on pages 130-130 of the Shelf Prospectus are hereby incorporated by reference.

The Financial Statements of the Company for the years ended December 31, 2016, 2017, 2018, 2019 and 2020 and the Management Account for the period ended September 30, 2021 are hereby incorporated by reference and are available for inspection. Kindly refer to pages 25 to 26 “Documents Available for Inspection” section of this Pricing Supplement.

A summary of the 2020 Audited Financial Statements of the Company is as follows:

### **Dangote Cement Plc**

Financial information: 2020

#### *Consolidated statement of changes in equity*

	Share capital N'million	Share premium N'million	Treasury shares N'million	Retained earnings N'million	Currency translation reserve N'million	Capital contribution N'million	Attributable to the owners of the Company N'million	Non-controlling interest N'million	Total equity N'million
<b>Balance as at 1 January 2020</b>	<b>8,520</b>	<b>42,430</b>	<b>-</b>	<b>776,839</b>	<b>55,974</b>	<b>2,877</b>	<b>886,640</b>	<b>11,297</b>	<b>897,937</b>
Profit for the year	-	-	-	275,080	-	-	275,080	988	276,068
Other comprehensive loss for the year, net of tax	-	-	-	-	(3,293)	-	(3,293)	2,784	(509)
<b>Total comprehensive income for the year</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>275,080</b>	<b>(3,293)</b>	<b>-</b>	<b>271,787</b>	<b>3,772</b>	<b>275,559</b>
Dividend paid	-	-	-	(272,648)	-	-	(272,648)	(45)	(272,693)
Effect of shares buy-back	-	-	(9,833)	-	-	-	(9,833)	-	(9,833)
<b>Balance as at 31 December 2020</b>	<b>8,520</b>	<b>42,430</b>	<b>(9,833)</b>	<b>779,271</b>	<b>52,681</b>	<b>2,877</b>	<b>875,946</b>	<b>15,024</b>	<b>890,970</b>

The accompanying notes form an integral part of these financial information.

***Dangote Cement Plc***  
**Financial information: 2020**  
***Consolidated statement of financial position***

	Note	<b>31 December 2020 N'million</b>
<b>Assets</b>		
Property, plant and equipment	10	1,390,687
Intangible assets	11	4,554
Right of use assets	12	12,594
Investments in associate	13	5,711
Deferred tax asset	8	11,708
Non-current prepayments for property, plant and equipment	14	37,213
Non-current finance lease receivables	19	9,846
Inventories	15	108,270
Trade and other receivables	16	35,194
Current prepayments and other current assets	14	248,561
Current finance lease receivables	19	5,249
Current income tax receivables	8	7,029
Cash and bank balances	17(a)	145,835
<b>Total assets</b>		<b>2,022,451</b>
<b>Equity and liabilities</b>		
<b>Equity</b>		
Share capital	20	8,520
Share premium	20	42,430
Treasury shares	20	(9,833)
Capital contribution	20	2,877
Currency translation reserve		52,681
Retained earnings		779,271
<b>Equity attributable to owners of the parent</b>		<b>875,946</b>
Non-controlling interest		15,024
<b>Total equity</b>		<b>890,970</b>
<b>Liabilities</b>		
Deferred tax liabilities	8	122,980
Borrowings- non current	21	158,908
Provisions for liabilities and other charges	24	8,049
Non-current deferred revenue	22	374
Trade and other payables	18	349,388
Lease liabilities	27	9,845
Income tax payable	8	59,781
Borrowings- current	21	335,011
Derivative	21.1	104
Other current liabilities	23	83,460
Employee benefit obligation	25	3,581
<b>Total liabilities</b>		<b>1,131,481</b>
<b>Total equity and liabilities</b>		<b>2,022,451</b>

*The accompanying notes form an integral part of these financial information.*

***Dangote Cement Plc***  
**Financial information: 2020**  
*Consolidated statement of comprehensive income*

	<b>31 December 2020 N'million</b>
<b>Profit for the year</b>	<u>276,068</u>
<b>Other comprehensive loss</b>	
<i>Items that may be reclassified subsequently to profit or loss:</i>	
Non-cash exchange differences on translating net investments in foreign operations	<u>(509)</u>
Other comprehensive loss	<u>(509)</u>
<b>Total comprehensive income</b>	<u><u>275,559</u></u>
<b>Total comprehensive income attributable to:</b>	
Owners of the Company	271,787
Non-controlling interests	<u>3,772</u>
	<u><u>275,559</u></u>

*The accompanying notes form an integral part of these financial information.*

**Dangote Cement Plc**  
**Financial information: 2020**  
*Consolidated statement of profit or loss*

	<b>Note</b>	<b>31 December 2020 N'million</b>
Revenue	2	1,034,196
Production cost of sales	3	(437,970)
<b>Gross profit</b>		<b>596,226</b>
Administrative expenses	4	(60,339)
Selling and distribution expenses	5	(153,719)
Other income	6	4,754
Impairment of financial assets		(188)
<b>Profit from operating activities</b>		<b>386,734</b>
Finance income	7	29,814
Finance costs	7	(43,988)
Share of profit from associate	13	750
<b>Profit before income tax</b>		<b>373,310</b>
Income tax	8	(97,242)
<b>Profit for the year</b>		<b>276,068</b>
<b>Of which, attributable to:</b>		
Owners of the Company		275,080
Non-controlling interests		988
		<b>276,068</b>
<b>Earnings per share</b>		
Basic (kobo)	9	16.14
Diluted (kobo)	9	16.14

*The accompanying notes form an integral part of these financial information.*

**Dangote Cement Plc**  
Financial information: 2020  
*Consolidated statement of cash flows*

	<b>Note</b>	<b>31 December 2020 N'million</b>
Profit before income tax		373,310
Adjustment for non cash items:		
Depreciation and amortisation		89,538
Write off and impairment of property, plant, equipment and intangible assets		1,850
Interest expenses	7	43,971
Interest income	7	(13,183)
Unrealised exchange gain on borrowings and non-operating assets		(19,229)
Derivatives		104
Share of profit from associate	13	(750)
Amortisation of deferred revenue		(148)
Other provision		4,365
Provision for employee benefits	25	3,581
Other adjustments		118
Loss on disposal of property, plant and equipment		4
		<u>483,531</u>
<b>Changes in working capital:</b>		
Change in inventories		3,677
Change in trade and other receivables		(4,775)
Change in trade and other payables		51,446
Change in prepayments and other current assets		(51,519)
Change in other current liabilities		43,129
		<u>525,489</u>
Change in lease receivables		7,393
Income tax paid		(20,997)
<b>Net cash generated from operating activities</b>		<u>511,885</u>
Interest received		8,438
Purchase of intangible asset		(551)
Changes in non current prepayment		14,452
Loan given to parent company		(70,000)
Additions to property, plant and equipment		(224,005)
Net suppliers credit repaid		(817)
		<u>(272,483)</u>
<b>Net cash used in investing activities</b>		<u>(272,483)</u>
Interest paid		(48,288)
Lease payment		(1,202)
Dividend paid		(272,693)
Loans received during the year		500,786
Loans repaid		(377,861)
		<u>(199,258)</u>
<b>Net cash used in financing activities</b>		<u>(199,258)</u>
<b>Increase in cash and cash equivalents</b>		40,144
Effect of exchange rate changes		(11,196)
Cash and cash equivalents at beginning of year		112,091
<b>Cash and cash equivalents at end of the year</b>	17(b)	<u>141,039</u>

*The accompanying notes form an integral part of these financial information.*



## APPENDIX H: MANAGEMENT DISCUSSION AND ANALYSIS



### Unaudited results for the nine months ended 30<sup>th</sup> September 2021

**Demand remains strong across our operations**  
**Resilient 9M 2021 results despite heavy rains and plant maintenance in Nigeria**  
**Group EBITDA up 45% at ₦514.8B**

**Lagos, 29<sup>th</sup> October 2021:** Dangote Cement PLC (DANGCEM-NL), Africa's largest cement producer, announces unaudited results for the nine months ended 30<sup>th</sup> September 2021.

#### Financial highlights

- Group revenue up 34.2% to ₦1,022.2B
- Group EBITDA up 45.0% to ₦514.8B; 50.4% margin
- Nigeria EBITDA up 45.3% to ₦459.2B; 62.9% margin
- Profit before tax up 49.1% to ₦405.5B
- Net debt of ₦352.3B, net gearing of 38.9%

#### Operating highlights

- Group sales volumes up 15.4% to 22.2 million tonnes
- Nigeria volumes up 18.7% to 14.1 million tonnes
- Pan-African volumes up 9.4% 8.2 million tonnes

#### Capital Structure

- Repaid all outstanding Commercial Papers
- Established a new ₦150B Commercial Paper Programme to be used for working capital and general corporate purposes.

#### Michel Pucheros, Group Chief Executive Officer, said:

*"We are pleased to report a solid set of the results for the first nine months of the year. Group volumes for the nine months were up 15.4% compared to the first nine months of 2020 and Group EBITDA was up 45.0%, at a 50.4% margin. Given the strong rebound in Q3 2020 following the impact of COVID-19 in the first half of the year, volumes in Q3 2021 were slightly lower than Q3 2020, as anticipated, though worsened by heavier rains. However, the overall growth trend continues, supported by our ability to meet the strong market demand across all our countries of operation. The economic performance and efficiency initiatives across the Group, enabled the offsetting of inflationary pressures on some of our cost lines.*

*Our Nigerian business recorded volume growth of 18.7% in 9M 2021 at 14.1Mt, with a record EBITDA of ₦459.2B, up 45.3%.*

*Our Alternative Fuel Project is at an advanced stage which aims to leverage waste management solutions, reduce CO2 emissions, and source material locally.*

***Dangote Cement has exceeded its 2020 full year results in the first nine months of 2021 with EBITDA currently trending at 45% y-o-y as at the end of September 2021, more than double the 21% EBITDA growth in 2020. Despite operating in a complex, challenging, and fast-moving environment, Dangote Cement is consistently delivering superior profitability and returns to the shareholders.***

### **About Dangote Cement**

Dangote Cement is Africa's leading cement producer with nearly 48.6Mta capacity across Africa. A fully integrated quarry-to-customer producer, we have a production capacity of 32.25Mta in our home market, Nigeria. Our Obajana plant in Kogi state, Nigeria, is the largest in Africa with 16.25Mta of capacity across five lines; our Ibese plant in Ogun State has four cement lines with a combined installed capacity of 12Mta and our Gboko plant in Benue state has 4Mta. Through our recent investments, Dangote Cement has eliminated Nigeria's dependence on imported cement and has transformed the nation into an exporter of cement serving neighbouring countries.

In addition, we have operations in Cameroon (1.5Mta clinker grinding), Congo (1.5Mta), Ghana (1.5Mta import), Ethiopia (2.5Mta), Senegal (1.5Mta), Sierra Leone (0.5Mta import), South Africa (2.8Mta), Tanzania (3.0Mta), Zambia (1.5Mta).

**Website:** [www.dangotecement.com](http://www.dangotecement.com)

**Twitter:** @DangoteCement

### **Conference call details**

A conference call for analysts and investors will be held on Monday 1<sup>st</sup> November at 3:30pm Lagos/2:30pm UK time.

Please register using the link below:

[Dangote Cement 9M 2021 Results Conference Call](#)

To join the live webcast please click on the link below.

[Live webcast](#)

A copy of the presentation will be available on the Company's website on the day of the results. The presentation will also be available remotely via the live webcast link.

### **Contact details**

Temí Aduroja

Head of Investor Relations

Dangote Cement PLC

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## Operating review

### Summary

Sales volumes	9M 2021 '000 tonnes	9M 2020 '000 tonnes	%	FY 2020 '000 tonnes
<b>Nigeria</b>				
Cement	14,000	11,741	19.2%	15,739
Clinker	144	174	-16.7%	197
<b>Nigerian volumes</b>	<b>14,144</b>	<b>11,915</b>	<b>18.7%</b>	<b>15,936</b>
<b>Pan-Africa</b>				
Cement	7,994	7,393	8.1%	9,901
Clinker	169	72	134.7%	82
<b>Pan-African volumes</b>	<b>8,163</b>	<b>7,465</b>	<b>9.4%</b>	<b>9,982</b>
Inter-company sales	(145)	(174)	-	(197)
<b>Group volumes**</b>	<b>22,163</b>	<b>19,206</b>	<b>15.4%</b>	<b>25,721</b>
<b>Regional revenues</b>				
Nigeria	729,603	535,506	36.2%	719,945
Pan-Africa	297,860	232,607	28.1%	318,681
Inter-company sales	(5,277)	(6,669)	-	(4,430)
<b>Total revenues</b>	<b>1,022,186</b>	<b>761,444</b>	<b>34.2%</b>	<b>1,034,196</b>
<b>EBITDA</b>				
Nigeria	459,226	316,053	45.3%	421,417
Pan-Africa	66,968	52,059	28.6%	71,313
Central costs & eliminations	(11,403)	(13,092)	-	(14,608)
<b>Total EBITDA</b>	<b>514,791</b>	<b>355,020</b>	<b>45.0%</b>	<b>478,122</b>
<b>EBITDA margins</b>				
Nigeria*	62.9%	59.0%	3.9pp	58.5%
Pan-Africa*	22.5%	22.4%	0.1pp	22.4%
<b>Group EBITDA margins</b>	<b>50.4%</b>	<b>46.6%</b>	<b>3.8pp</b>	<b>46.2%</b>
<b>Profit before tax</b>	<b>405,487</b>	<b>271,960</b>	<b>49.1%</b>	<b>373,310</b>
<b>Group net profit</b>	<b>278,250</b>	<b>208,685</b>	<b>33.3%</b>	<b>276,068</b>
<b>Earnings per share</b>	<b>16.23</b>	<b>12.25</b>	<b>32.5%</b>	<b>16.14</b>

\* Excluding central costs / eliminations

\*\* Group volumes include cement and clinker

The International Monetary Fund (IMF) has projected Sub-Saharan Africa's return to growth in 2021, recovering from the 1.7% contraction in 2020. The region is estimated to grow by 3.7%, and largely results from a sharp improvement in global trade and commodity prices. Favourable harvests have also helped lift agricultural production. The IMF expects growth across our countries of operation, with Senegal, Ghana and South Africa expected to grow at the highest rates. We expect this recovery to drive strong cement demand across our markets, which we have already witnessed in the first nine months of 2021, given the robust volume growth.

### **Nigerian operations**

In our financial reporting, the Nigerian region includes: Dangote Cement Plc ('the company') which has plants in Obajana, Ibese and Gboko; DCP Cement Ltd with a 3Mt plant in Obajana; and Okpella Cement Plc's 3Mt plant due to ramp up production in Q4 2021.

According to the IMF's estimates, Nigeria is expected to grow by 2.6% in 2021, driven by recovery in non-oil sectors and higher oil prices. Nigeria's cement market remained robust and resilient in the first nine months of 2021. Cement demand is sustained by increasing housing infrastructure, commercial construction, and government projects including major highways, roads, and railways.

Our Nigerian operations sold over 14.1Mt of cement during the period, including exports, an 18.7% increase on the 11.9Mt sold in 9M 2020. When looking at the domestic sales alone, our Nigerian operations sold just under 13.5Mt, up 15.5% year on year. Although sales were up overall in the nine-month period, we experienced heavy rains in the third quarter compared to last year. In addition, regular scheduled maintenance was extended in Q3, which slightly impacted production for the quarter. The significant increase in freight prices and foreign exchange impact due to local currency value erosion impacted some of our cost lines.

Revenues for the Nigerian operations increased by 36.2% to ₦729.6B. We recorded a strong EBITDA of ₦459.2 at a margin of 62.9%, excluding central costs and eliminations (2020: ₦316.1; 59.0%). The strong growth trend has continued in 2021 and is supporting our delivery of strong results for shareholders.

Lastly, our 3Mt Okpella plant in Edo State is on track to ramp up production before the end of the year.

### **Pan-African operations**

The total Pan-African volume represents 36.8% of Group volumes. Sales volumes in Pan-Africa were 8.2Mt in 9M 2021, up 9.4%. We achieved this despite the challenges faced in Cameroon, Ghana, and Sierra Leone, where freight costs have increased substantially, causing volatility in the landing cost of cement and clinker.

Pan-African revenues of ₦297.9B were 28.1% higher than the first nine months of 2020 and represented 29.1% of total Group revenue. The region achieved a record high EBITDA of ₦67.0B (before central costs and eliminations), up 28.6%, supported by strong performance in Ethiopia, Senegal, and Zambia. This represents an EBITDA margin of 22.5% in the first nine months of 2021 versus 22.4% in the first nine months of 2020. Performance was stronger across all Pan-African countries except Ghana, Sierra Leone, and Cameroon due to clinker and cement import costs.

### **Cameroon**

Cameroon's GDP is expected to grow at 3.6% in 2021.

We estimate the total market for cement in Cameroon to have been over 3.0Mt in the first nine months of 2021. The main drivers for cement demand during the period were an increase in investment in construction projects. The market is primarily driven by individual construction projects and government housing estates. We anticipate more building projects for the upcoming African Cup of Nations in 2022.

Our 1.5Mta dinker grinding facility in Douala sold over 1Mt of cement in 9M 2021, flat compared to the same period last year. We estimate our market share to have been 33% during the period.

### **Congo**

The cement market in Congo is growing notably owing to a revival of government infrastructure projects. An increase in demand has also been attributed to the local consumer market during the dry season.

We estimate the total market for cement in Congo to have been about 667Kt in the first nine months of 2021. Our 1.5Mta integrated plant in Mfila sold 357Kt of cement during the period, up 33% compared to 9M 2020. In September, we produced our highest quantity of ground cement to date and the lowest ever power consumption per tonne of cement.

We increased our market share significantly to 53% during the period.

### **Ethiopia**

Ethiopia's GDP is expected to grow at 2.0% in 2021.

Despite a complex security, social and economic environment, Ethiopia remains an attractive market for cement, with high demand for infrastructure projects, housing, and industrial parks development, driven by private investments and Public Private Partnerships.

We estimate the total market for cement in Ethiopia to have been just under 5.5Mt in the first nine months of 2021.

Sales at our 2.5Mta factory in Muger were over 1.7Mt for the period, up 4% year on year, with an increased market share of 31.5%.

### **Ghana**

Ghana's GDP is expected to grow at 4.7% in 2021.

Ghana is benefitting from a stable political environment. In 2021, several government project expansion plans and incentives were announced, and domestic consumption continues to increase. We estimate the total market for cement to have been over 5Mt during the nine-month period.

Dangote Cement Ghana sold 331Kt of cement, up 8% compared to the first nine months of 2020. Our market share for the period came in at 6.6%.

### **Senegal**

Senegal's GDP is expected to grow at 4.7% in 2021.

Senegal's cement industry remains robust and continues to be one of our best performing markets. We estimate the total market sales to have been about 6.3Mt, including exports, in the first nine months of the year. The market is expanding, supported by a growing middle class, growth in the construction sector and infrastructure projects across the country including low-cost housing projects.

Dangote Cement Senegal's 1.5Mta plant in Pout sold 1.2Mt in the first nine months of 2021. The plant is working at full capacity. Our market share is estimated at 19% for the stated period.

### **Sierra Leone**

Sierra Leone's GDP is expected to grow at 3.2% in 2021.

Sierra Leone's cement market continues to improve with increased infrastructure spending, more foreign aid being made available and the resumption of building projects in the corporate sector including road infrastructure. A growing population has resulted in a rise in housing construction.

The Sierra Leonean cement market consumed about 808Kt of cement in the first nine months of 2021. Our market share was 26% during the period, while sales increased by 7% to 209Kt. However, volume was limited due to volatility in the landing cost of cement.

### **South Africa**

South Africa's GDP is expected to grow at 5.0% in 2021.

South Africa's residential building sector has been performing well because of high residential housing demand since H2 2020. The South African Government is planning major infrastructure investments. The national infrastructure plan is being rolled out, which will hopefully kick-start an upward trend in construction activity.

Dangote Cement South Africa's sales for the first nine months of 2021 increased by 6% year on year.

In October, the South African government banned the use of imported building material for use on state-awarded contracts.

### **Tanzania**

Tanzania's GDP is expected to grow at 4.0% in 2021.

Tanzania's robust economy has driven growth in infrastructure and housing, with major government projects including roads, railways and airports. We estimate the total market for cement in Tanzania to have been about 4.5Mt in the first nine months of 2021.

Sales volumes at our 3.0Mta factory at Mtwara were 51% higher than last year at 1.3Mt. Cost improvements are notably due to the recently commissioned power plant.

We estimate our market share to have been 29% during the period.

### **Zambia**

Zambia's GDP is expected to grow at 1.0% in 2021.

The subdued state of the cement market in Zambia reflects the country's challenged macro-economic environment. Dangote Cement's Ndola factory sits in the heart of the copper belt mining area, with good access to Zambia's major cities and neighbouring countries.

We estimate total market sales to have been 1.9kt for 9M 2021.

Our 1.5 Mta Ndola factory sold 560Kt of cement in the first nine months of 2021, up 2% compared to last year. We estimate our market share to have been 30% during the period.

## Financial review

### Summary

Nine months ended 30th September	2021	2020
Volume sold**	'000 tonnes	'000 tonnes
Nigeria	14,144	11,915
Pan-Africa	8,163	7,465
Intercompany sales	(145)	(174)
<b>Total volume sold**</b>	<b>22,163</b>	<b>19,206</b>

	2021	2020
Revenues	₦m	₦m
Nigeria	729,603	535,506
Pan-Africa	297,860	232,607
Intercompany sales	(5,277)	(6,669)
<b>Total revenues</b>	<b>1,022,186</b>	<b>761,444</b>
<b>Group EBITDA*</b>	<b>514,791</b>	<b>355,020</b>
EBITDA margin	50.4%	46.6%
Operating profit	440,324	287,928
Profit before tax	405,487	271,960
Tax charge	(127,237)	(63,275)
Net profit	278,250	208,685
<b>Earnings per ordinary share (Naira)</b>	<b>16.23</b>	<b>12.25</b>
	<b>As at</b>	<b>As at</b>
	<b>30/09/2021 ₦m</b>	<b>31/12/2020 ₦m</b>
Total assets	2,250,236	2,022,451
Net debt	352,252	337,275

\* Excluding central costs / eliminations

\*\*Volumes include cement and dinker

Revenue increased by 34.2% from ₦761.4B in the first nine months of 2020 to ₦1,022.2B in the first nine months of 2021 driven by increased volumes and higher average net realised prices across the group. Net revenue per tonne in Nigeria amounted to ₦51,582 in the first nine months of 2021 as compared to ₦44,944 in the first nine months of 2020.

Volumes sold by our core Nigerian operations increased by 18.7% from 11.9Mt to 14.1 supported by an increase in housing and commercial construction. Pan-African volumes increased by 9.4% from 7.5Mt in the first nine months of 2020 to 8.2Mt. Increased volumes in Tanzania, Ethiopia, South Africa, and Congo supported this volume growth.

### Manufacturing and operating costs

Nine months ended 30 <sup>th</sup> September	2021	2020
	₦m	₦m
Materials consumed	134,168	97,950
Fuel & power consumed	141,750	104,528
Royalties	1,208	941
Salaries and related staff costs	28,737	26,174
Depreciation & amortization	55,742	48,222
Plant maintenance costs	29,857	21,895
Other production expenses	16,423	10,722
Decrease in finished goods and work in progress	(4,497)	7,108
<b>Total manufacturing costs</b>	<b>403,388</b>	<b>317,540</b>

In total, manufacturing costs increased by 27.0% from ₦317.5B in the first nine months of 2020 to ₦403.4B in the first nine months of 2021. Materials consumed increased by 37.0% to ₦134.2; while fuel & power consumed increase by 35.6% to ₦141.8B. These increases were as a result of volume growth and inflationary pressures on our costs.

The increase in Nigeria manufacturing costs was mainly driven by energy costs due to increased production volumes and price increases for gas which is pegged to the USD. The Nigerian Naira depreciated from ₦401/1US\$ at the end of 2020 to ₦413/1US\$ at the end of September 2021.

#### Administration and selling expenses

Nine months ended 30 <sup>th</sup> September	2021 ₦m	2020 ₦m
<b>Administration and selling costs</b>	185,462	159,414

Thanks to our continuous cost control efforts, total selling and administration expenses only rose by 16.3% to ₦185.5B in 9M 2021 mainly from higher haulage expenses and other general administrative expenses. Inflationary pressure and the foreign currencies conversion to Naira is driving part of this increase.

#### Profitability

Nine months ended 30 <sup>th</sup> September	2021 ₦m	2020 ₦m
EBITDA	514,791	355,020
Depreciation, amortization & impairment	(74,467)	(67,092)
<b>Operating profit</b>	<b>440,324</b>	<b>287,928</b>
<b>EBITDA by operating region</b>		
Nigeria	459,226	316,053
Pan-Africa	66,968	52,059
Central administrations costs and inter-company sales	(11,403)	(13,092)
<b>Total EBITDA</b>	<b>514,791</b>	<b>355,020</b>

Group earnings before interest, tax, depreciation and amortisation (EBITDA) for the first nine months increased by 45.0% to ₦514.8B at a margin of 50.4% (9M 2020: 46.6%).

Excluding eliminations and central costs, Nigeria EBITDA increased by 45.3% to ₦459.2B at a margin of 62.9% (9M 2020: 59.0%). The increase in Nigeria EBITDA is mainly as a result of the increased volumes and higher realised prices in 9M 2021 compared to 9M 2020.

Pan-Africa EBITDA increased by 28.6% to ₦67.0B at 22.5% margin ((9M 2020: 22.4%), notably driven by increased volumes and better performance across the group.

Operating profit of ₦440.3B was 52.9% higher than the ₦287.9B for the first nine months of 2020 at a margin of 43.1% (9M 2020: 37.8%).

#### Interest and similar income/expense

Nine months ended 30 <sup>th</sup> September	2021 ₦m	2020 ₦m
Interest income	13,851	8,569
Exchange gain/(loss)	(8,320)	9,761
Interest expense	(40,368)	(34,298)
<b>Net finance cost</b>	<b>(34,837)</b>	<b>(15,968)</b>



Interest income increased to ₦13.9B mainly as a result of increased interest earning cash balances.

The Nigerian Naira value depreciated against the USD from ₦400/1US\$ in December 2020 to ₦413 in September 2021/1US\$. This resulted in exchange gains from intercompany balances in Nigeria which were outweighed by exchange losses from liabilities in the subsidiaries.

### Taxation

Nine months ended 30 <sup>th</sup> September	2021 ₦m	2020 ₦m
Tax charge	127,237	63,275

Pioneer tax exemption for the Ibese lines and Obajana line 4 ended in 2020 resulting in an increased Nigerian region effective tax rate of 26.9% as compared to the effective tax rate of 18.8% for 9M 2020 when we still had some lines still under pioneer status.

The Group's effective tax rate was higher at 31.4%, mainly because of intercompany exchange gains reported in Other Comprehensive income for the group.

The Group's profit for the first nine months of 2021 increased by 33.3% to ₦278.3B (9M 2020: ₦208.7B). As a result, earnings per share increased by 32.5% to ₦16.23 (9M 2020: ₦12.25).

### Financial position

	30 <sup>th</sup> September 2021 ₦m	31 <sup>st</sup> December 2020 ₦m
Property, plant and equipment	1,465,909	1,390,687
Other non-current assets	42,911	77,072
Intangible assets	4,936	4,554
<b>Total non-current assets</b>	<b>1,513,756</b>	<b>1,472,313</b>
Current assets	557,379	404,303
Cash and cash equivalents	179,101	145,835
<b>Total assets</b>	<b>2,250,236</b>	<b>2,022,451</b>
Non-current liabilities	151,283	142,756
Current liabilities	662,385	505,615
Debt	531,353	483,110
<b>Total liabilities</b>	<b>1,345,021</b>	<b>1,131,481</b>

Non-current assets increased from ₦1,472.3B at the end of 2020 to ₦1,513.8B at 30<sup>th</sup> September 2021. This was mainly as a result of additions to Property, Plant & Equipment which were partially offset by depreciation.

Additions to property, plant and equipment were ₦142.9B, of which ₦125.8 was spent in Nigeria and ₦17.1B in our Pan-Africa operations.

Increase in current liabilities is driven by current income tax charge, trade payables and amounts owed to related parties for trucks and the exchange impact due to the depreciation of the Naira from ₦400/1US\$ to ₦413/1US\$ during the first nine months of 2021.

### Movement in net debt

	Cash Nm	Debt Nm	Net debt Nm
<b>As at 31<sup>st</sup> December 2020</b>	145,835	(483,110)	(337,275)
Cash from operations before working capital changes	512,858	-	512,858
Change in working capital	(40,042)	-	(40,042)
Income tax paid	(29,728)	-	(29,728)
Loan to related party	(39,500)	-	(39,500)
Additions to fixed assets	(142,864)	-	(142,864)
Other investing activities	(467)	-	(467)
Change in non-current prepayments and supplier credit	36,503	-	36,503
Net lease receivables	4,839	-	4,839
Share buyback	(9,833)	-	(9,833)
Net interest payments	(24,608)	-	(24,608)
Net loans obtained (repaid)	(53,530)	53,530	-
Dividend paid	(272,005)	-	(272,005)
Overdraft	97,973	(97,973)	-
Other cash and non-cash movements	(7,545)	(3,800)	(11,345)
<b>As at 30<sup>th</sup> September 2021</b>	179,101	(531,353)	(352,252)

Cash generated from operations before changes in working capital of ₦512.9B is 43.9% higher than ₦356.5B generated during the same period for 2020. After net movement of ₦40.0B in working capital and tax payments of ₦29.7B, the net cash flow from operations was ₦449.1B.

Excluding overdrafts, financing outflows of ₦373.7B reflected net loans repaid of ₦53.5B, dividend paid of ₦272.0B and net interest paid of ₦24.2B.

Cash and cash equivalents (net of bank overdrafts used for cash management purposes) decreased from ₦162.9B at the end of 2020 to ₦76.3 at 30<sup>th</sup> September 2021. With net loans repaid including overdrafts at ₦102.8B and increase in cash balances of ₦33.3B, net debt increased by ₦15.0B from ₦337.3B at the end of 2020 to ₦352.3B at 30<sup>th</sup> September 2021.

### Capital Expenditure by region

	Nigeria Region Nm	Pan-Africa Nm	Total Nm
Fixed assets additions	125,793	17,072	142,864

Capital expenditure was mainly comprised of the construction of new plants in Nigeria and West African countries, the acquisition of distribution trucks as well as improvements in our energy efficiency across our operations.

## APPENDIX I: PROCEDURE FOR APPLICATION AND ALLOTMENT

### 1. Invitation for Participation

Qualified Investors are hereby invited to participate in the Issue through any of the Issuing Houses/Book Runners.

- 1.1 The Book Build opens on April 7, 2022 and closes on April 12, 2022. Orders must be for a minimum of ₦10,000,000 and in integral multiples of ₦1,000,000 (One Million Naira) thereafter. Bids below the Minimum Participation Amount will be disregarded unless they form part of a cumulative bid from the same investor that is, in aggregate, greater than the Minimum Participation Amount. Final allotment to respective bidders may be less than the Minimum Participation Amount if bids must be pro-rated for any reason.
- 1.2 Participation Amount(s) and Bid Coupon Rate(s) (“**Order(s)**”) should be entered in the space provided in the prescribed Commitment Form attached to this Pricing Supplement (the “**Commitment Form**”).
- 1.3 By completing and submitting the Commitment Form, each Applicant 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 Applicant.
- 1.4 Applicants may bid/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 A corporate Applicant should 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 An individual Applicant should sign the declaration and write his/her full name, address and daytime telephone number on the Commitment Form. Joint applicants must all sign the Commitment Form.
- 1.7 Upon the completion and submission of the Commitment Form, the Applicant is deemed to have authorized the Issuer and the Issuing Houses/Book Runners to effect the necessary changes in this 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.
- 1.8 The Commitment Form presents the Applicant 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 Applicant in the Commitment Form will be treated as optional demands from the Applicant and will not be cumulated.
- 1.9 After determination of the Coupon Rate, the maximum Participation Amount specified by an Applicant 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.
- 1.10 The Issuer in consultation with the Book Runners reserves the right not to proceed with the Offer 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 Applicants should ensure that payment of the Participation Amounts is received on the completion meeting date via the CBN Real Time Gross Settlement (“RTGS”) or NIBSS Electronic Fund Transfer (“NEFT”) into the following designated Issue Proceeds Account domiciled with the Receiving Banks:

Receiving Bank	Account Number	Beneficiary Name
Coronation Merchant Bank Limited	1990027333	Dangote Cement PLC Series 2 Bond Issue Proceeds
First Bank of Nigeria Limited	2041483510	Dangote Cement PLC Series 2 Bond Issue Proceeds
First City Monument Bank Limited	0129614864	Dangote Cement PLC Series 2 Bond Issue Proceeds
Stanbic IBTC Bank PLC	0043502081	Dangote Cement PLC Series 2 Bond Issue Proceeds
United Bank for Africa PLC	1024982587	Dangote Cement PLC Series 2 Bond Issue Proceeds
Zenith Bank PLC	1221757247	Dangote Cement PLC Series 2 Bonds

## 3. Allocation/Allotment

- 3.1 On the date on which the final price (Coupon rate) of the Series 2 (Tranche C) Bonds is determined after close of the Book Build (“Pricing Date”), the Issuing Houses will analyze the demand of submitted bids and in consultation with the Issuer, finalize the allocations to each Applicant. Allocation Confirmation Notices will be sent to successful Applicants thereafter.
- 3.2 The members of the Board and the Issuing Houses reserve the right to accept or reject any application for not complying with the terms and conditions of the Issue.
- 3.3 Upon clearance of the final Pricing Supplement by the SEC, allotment shall be effected in dematerialized (uncertificated) form. Applicants will receive the Bonds in dematerialized form and are mandatorily required to specify their CSCS Account Number, clearing house number (“CHN”), and member code 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 date of the approval of the Allotment by the SEC.
- 3.4 Applicants 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. Where 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 Applicants 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 Applicants 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 credit of such payments or, where applicable, issuance of cheques/warrants which shall be sent by registered post to the specified addresses of the affected investors. The Issuer, Issuing Houses, Receiving Banks, Trustees and Registrar shall not have any responsibility following posting of cheques/warrants nor will any of these specified parties undertake any liability for the same as the postal authority shall be deemed to be the agent of the Applicant for the purposes of all cheques posted.

## APPENDIX J: COMMITMENT FORM



DANGOTE CEMENT PLC (RC 208767)

### OFFERING BY WAY OF BOOK BUILDING OF ₦88,396,000,000 13.00% SERIES 2 (TRANCHE C) BONDS DUE 2032 UNDER THE ₦300,000,000 MULTI-INSTRUMENT ISSUANCE PROGRAMME

LEAD ISSUING HOUSE  
STANBIC IBTC CAPITAL LIMITED

JOINT ISSUING HOUSES  
ABSA CAPITAL MARKETS NIGERIA LIMITED, STANDARD CHARTERED CAPITAL & ADVISORY NIGERIA LIMITED, UNITED CAPITAL PLC,  
MERISTEM CAPITAL LIMITED, CORONATION MERCHANT BANK LIMITED, ECOBANK DEVELOPMENT COMPANY LIMITED, FBNQUEST  
MERCHANT BANK LIMITED, RAND MERCHANT BANK NIGERIA LIMITED, QUANTUM ZENITH CAPITAL & INVESTMENTS LIMITED, VETIVA  
CAPITAL MANAGEMENT LIMITED, FUTUREVIEW FINANCIAL SERVICES LIMITED & FCMB CAPITAL MARKETS LIMITED

[www.dangotecement.com](http://www.dangotecement.com)

[www.sec.gov.ng](http://www.sec.gov.ng)

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. By signing this form, you confirm and agree that the Issuing Houses are acting as agents for the Company and no other party, including any investor, in relation to the Offer.

#### DECLARATION

- I/We confirm that I am/we are eligible to participate in this Issue in accordance with the applicable SEC rules and regulations.
- I/We confirm that I/we have read the Pricing Supplement dated April 27, 2022 and that my/our order is made on the terms set out therein.
- I/We hereby irrevocably undertake and confirm that my/our order for Bonds equivalent to participation amount set out below at the Interest Rate to be discovered through the book building process.
- I/We authorise you to enter my/our name on the register of holders as a holder(s) of the Bonds that may be allotted to me/us and to register my/our address as given below.

I/We authorise the Issuer to amend the Pricing Supplement as may be required for purposes of filing a final version with the SEC without recourse to me/us and I/we use this commitment form as the application for the Bond Issue.

- I/We note that the Issuer and the Issuing House/Bookrunner are entitled in their absolute discretion to accept or reject this order.
- I/We agree to accept the participation amount as may be allocated to me/us subject to the terms of the Pricing Supplement.

I/We confirm that we have conducted all appropriate Know-your-customer identification and verification checks on the subscribers to our fund/investment vehicle, in line with all applicable AML/CFT legislation and regulations.

PLEASE COMPLETE ALL RELEVANT SECTIONS OF THIS FORM USING BLOCK LETTERS WHERE APPLICABLE																			
DATE (DD/MM/YYYY)							CONTROL NO. (FOR REGISTRARS' USE ONLY)												
		/			/	2	0	2	2										
PARTICIPANTS CAN INDICATE UP TO THREE (3) OPTIONAL BID MARGINS AND SPECIFY THE PARTICIPATION AMOUNT APPLICABLE TO EACH BID INTEREST RATE. THESE WILL BE TREATED AS OPTIONAL ORDERS AND <b>WILL NOT BE AGGREGATED</b> . PLEASE TICK <input type="checkbox"/> THE APPLICABLE BOX ON THE RIGHT.																			
<input type="checkbox"/>	PFA																		Trustee/Custodian
<input type="checkbox"/>	Fund Managers																		Stockbroker
<input type="checkbox"/>	Bank																		
<input type="checkbox"/>	Insurance Company																		Staff Scheme
PARTICIPANT DETAILS (The Participation Amount(s) and the Bid Coupon Rate(s) must be stated in the boxes below)																			

#### ORDER 1

PARTICIPATION AMOUNT (MINIMUM AMOUNT OF ₦10 MILLION AND IN MULTIPLES OF ₦1 MILLION THEREAFTER)													BID COUPON RATE	
IN FIGURES	₦													
IN WORDS														

#### ORDER 2

PARTICIPATION AMOUNT (MINIMUM AMOUNT OF ₦10 MILLION AND IN MULTIPLES OF ₦1 MILLION THEREAFTER)													BID COUPON RATE	
IN FIGURES	₦	—												
IN WORDS														

#### ORDER 3

PARTICIPATION AMOUNT (MINIMUM AMOUNT OF ₦10 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 WORD 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 BOX NO. ALONE IS NOT SUFFICIENT																									
																							TEL		
CITY									STATE							EMAIL									

**ALLOTMENT PREFERENCE:**

Please tick  in the box to indicate allotment preference – CERTIFICATE  / ELECTRONIC (BOOK ENTRY)

**E-ALLOTMENT DETAILS (FOR BOOK-ENTRY ALLOTMENTS ONLY) (AS APPLICABLE)**

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											R										

**E-ALLOTMENT DETAILS (FOR BOOK-ENTRY ALLOTMENTS ONLY) (AS APPLICABLE)**

Please credit my/our Investor's Account as detailed below to the extent of the Bonds allotted on the FMDQ Depository (Q-eX):

FMDQ DEPOSITORY PARTICIPANT'S BPID No*:													CLIENT BPID No*:								
NAME OF STOCKBROKING FIRM											R										

**BANK DETAILS (FOR E-PAYMENTS)**

BANK NAME												BRANCH	
ACCOUNT NO:												CITY/STATE	

**SIGNATURES**

SIGNATURES	2ND SIGNATURE (CORPORATE/JOINT)	RC. NO.
NAME OF AUTHORISED SIGNATORY ( <i>Corporate only</i> )	NAME OF AUTHORISED SIGNATORY ( <i>Corporate/Joint</i> ):	
DESIGNATION ( <i>Corporate only</i> ):	DESIGNATION ( <i>Corporate only</i> ):	

<b>STAMP OF RECEIVING AGENT</b>
ISSUER/ISSUING HOUSES/STOCKBROKERS TO THE ISSUE/ PLACEMENT AGENTS ONLY