

If you are in any doubt about the contents of this document or any action to be taken, it is recommended that you consult your Stockbroker, Banker, Solicitor, Accountant or any other professional adviser duly registered under the Investment and Securities Act No. 29, 2007. **For information concerning certain Risk Factors which should be considered by prospective Qualified Institutional Investors and High Net-worth Individuals, please refer to the section on risk factors in the Shelf Prospectus for the Sukuk Programme.**



FAMILY HOMES SUKUK ISSUANCE PROGRAM PLC

(A SPECIAL PURPOSE VEHICLE INCORPORATED AS A PUBLIC LIMITED LIABILITY IN THE FEDERAL REPUBLIC OF NIGERIA)

RC 1724561

₦20,000,000,000 14% Series II Ijara Lease Sukuk due 2029
(being offered to Qualified Institutional Investors and High Net Worth Individuals)

Under the ₦30,000,000,000 Sukuk Issuance Programme

Book Build Open: August 23, 2022

Book Build Close: September 5, 2022

This Pricing Supplement and the Securities it offers has been registered by the Securities and Exchange Commission. The Pricing Supplement has been prepared pursuant to Rule 321 of the Rules and Regulations of the Securities & Exchange Commission ("the Commission" or "the SEC") in connection with the issuance of a ₦20,000,000,000 Sukuk under the ₦30,000,000,000.00 Sukuk Issuance Programme established by Family Homes Sukuk Issuance Program Plc ("the Issuer"). This Pricing Supplement is supplemental to and should be read in conjunction with, the Shelf Prospectus dated July 15, 2021 and any other supplements to the Shelf Prospectus as maybe be issued by the Issuer. Terms defined in the Shelf Prospectus have the same meaning when used in this Pricing Supplement. A copy of this Pricing Supplement has been delivered to the Commission for registration.

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 Sukuk only if accompanied by the Shelf Prospectus. Copies of the Shelf Prospectus can be obtained from the Issuing Houses.

The registration of the Shelf Prospectus and this Pricing Supplement shall not be taken to indicate that the Commission endorses or recommends the Securities or assumes responsibility for the correctness of any statements made or opinions or reports expressed in the Shelf Prospectus or this Pricing Supplement. No Securities will be allotted or issued on the basis of the Shelf Prospectus read together with this Pricing Supplement later than three years after the date of the issue of the Shelf Prospectus.

This Pricing Supplement contains particulars in compliance with the requirements of the Commission for the purpose of giving information with regard to the securities being issued hereunder ("the Series II Sukuk" or "Sukuk"). An application has been made to NGX/FMDQ for the listing of the Sukuk. The Sukuk also qualify as securities in which the Delegate Trustees may invest under the Trustee Investments Act (Cap T22) Laws of the Federation of Nigeria ("LFN"), 2004 and as security under Section 20(1)(g) of the Personal Income Tax Act, Cap P8, LFN, 2004 as well as Section (19)(2) of the Companies Income Tax Act, Cap C21, LFN, 2004. Investors are advised to also note that liability for false or misleading statements or acts made in connection with the prospectus is provided in sections 85 and 86 of the ISA 2007.

The Directors of the Issuer accepts full responsibility for the accuracy of the information contained in this Pricing Supplement. The Director declares that having taken reasonable care to ensure that such is the case, the information contained in this Pricing Supplement is, to the best of its knowledge, in accordance with the facts and does not omit anything likely to affect the import of such information. Save as disclosed herein, no other significant new factor, material mistake or inaccuracy relating to the information included in the Shelf Prospectus has arisen or has been noted, as the case may be, since the publication of the Shelf Prospectus. Furthermore, the material facts contained herein are true and accurate in all material respects and the Issuer confirms that having made all reasonable enquiries, to the best of its knowledge and belief, there are no material facts, the omission of which would make any statement contained herein misleading or untrue.

LEAD ISSUING HOUSE



CHAPEL HILL DENHAM

Advisory

RC 1381308

JOINT ISSUING HOUSES



RC 1451741



RC 189502

SHARI'AH ADVISER



RC 1153581

THIS PRICING SUPPLEMENT IS DATED SEPTEMBER 19, 2022

This Shelf Prospectus will be available on the following websites

www.fhfl.com.ng

www.sec.gov.ng

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1. SUMMARY OF THE OFFER

The following summary does not purport to be complete and is qualified in its entirety by the remainder of this Pricing Supplement as a whole, the Shelf Prospectus and other documents, if any, incorporated by reference into this Pricing Supplement.

FINAL TERMS OF THE SERIES II SUKUK		
1.	Issuer:	Family Homes Sukuk Issuance Program Plc
2.	Sponsor:	Family Homes Funds Limited
3.	Description:	₦20,000,000,000 Series II 14% Ijara Lease Sukuk Due 2029
4.	Series Number:	II
5.	Aggregate Nominal Amount:	₦20,000,000,000.00
6.	Issue Price:	At par ₦1,000 (One Thousand Naira) per unit of the Sukuk
7.	Gross Proceeds:	₦20,000,000,000.00
8.	Subscription:	Minimum of ₦10,000,000 (Ten Million Naira) (i.e. 10,000 units at ₦1,000 per unit) and multiples of ₦1,000,000 (One Million Naira) thereafter.
9.	Denomination:	₦1,000 (One Thousand Naira)
10.	i) Issue Date: ii) Rental Commencement Date	September 19, 2022 March 19, 2022
11.	Tenor:	7 years
12.	Maturity Date:	September 19, 2029
13.	Rental payment rate / returns basis:	14% per annum/fixed return
14.	Redemption/Payment Basis:	Amortizing
15.	Status of the Sukuk:	<ul style="list-style-type: none"> The Sukuk qualifies as securities in which the Delegate Trustees may invest under the Trustees Investment Act, Cap T22, LFN 2004; and The Sukuk shall be direct, unsecured, senior and unconditional obligations of the Issuer and shall rank pari-passu among themselves and equally with other existing obligations of the Issuer.
16.	Security:	<p>The Family Homes Sukuk Issuance Programme Plc Ijara Sukuk due 2029 is backed by the full faith and credit of the Sponsor.</p> <p>Accordingly, the Sponsor has undertaken to ensure the full repayment of the Sukuk obligations on the Sukuk Issuance to be issued by the Issuer with respect to this Series II Sukuk Offer.</p>

		In case of asset impairment, the Sponsor shall substitute the impaired assets with similar ones, and under the supervision of the Shari'ah Advisers to the Issuance.
17.	Source of Repayment:	<p>Rentals shall accrue on the Sukuk from the commencement of the rental period, which shall start on the Lease Date, and are payable semi-annually in arrears in the form of rental payments from the Lessee. Rentals will be deposited in a Sinking Fund to be established by the Delegate Trustees. The Delegate Trustees will transfer the requisite amount from the Sinking Fund to Sukukholders at each lease rental payment date.</p> <p>Consequently, the Sponsor has provided an Irrevocable Standing Payment Order (ISPO), in the sum of ₦363,507,019.82 monthly for 84 months with remittances commencing January 2022 and credited to the sinking fund account managed by the Delegate Trustees.</p>
18.	Listing:	FMDQ Securities Exchange Limited ("FMDQ") and/or Nigeria Exchange Limited ("NGX")
19.	Method of Distribution:	By way of a Book Build to Qualified Institutional Investors and High Net Worth Individuals.
20.	Use of Proceeds:	See 'Use of Proceeds' on page 38 of this Pricing Supplement.
21.	Event of Default:	Any of the conditions, events or acts that are provided in Clause 18 (Events of Default) of the Programme Trust Deed, being events upon the happening of which the Series II Sukuk are repayable on demand once the Trustee demands the repayment.

PROVISIONS RELATING TO RENTALS PAYABLE		
22.	Fixed-Rate Sukuk Provisions	
	i. Periodic Distribution/Rentals payment:	A fixed return of 14% per annum payable semiannually in the form of rental payments on the Sponsor's use of the Sukuk Assets.
	ii. Distribution Payment Dates(s):	Semi-annual rental payments, payable in arrears on the 6th and 12th month of each year from the commencement of the rental period which shall start with the issue date up to and including the Maturity Date, of both the Principal investment and rental payment (as amortized).
	iii. Rental Amount (s):	Please refer to Schedule on page 39
	iv. Business Convention:	Modified Following Business Day: Where Rental Payment Date falls on a non-Business Day, such payment shall be postponed to the next day which is a Business Day provided that if such a Business Day falls into the next calendar month,

		such Rental Payment Date shall be brought forward to the immediately preceding Business Day.
	v. Day Count Fraction:	Actual / Actual
	vi. Other terms relating to the method of calculating rental for Sukuk:	Not Applicable
PROVISIONS RELATING TO REDEMPTION		
23.	Optional Early Redemption: i. Call Option ii. Put Option	Not Applicable
24.	Scheduled Redemption Dates:	Not Applicable
25.	Final Redemption Amount:	On the Maturity Date, the Redemption Amount shall be the Rental Payments and the portion of the Principal Investment then outstanding.
DISTRIBUTION, CLEARING AND SETTLEMENT PROVISIONS		
26.	Form of Sukuk:	Electronic registration on the Central Securities Clearing System Plc platform.
27.	Form of Dematerialised Trust Certificates:	Registered dematerialized form
28.	Registrar:	Africa Prudential Plc
29.	Clearing System:	Central Securities Clearing System Plc and/or FMDQ-D
30.	Delegate Trustees:	STL Trustees Limited United Capital Trustees Limited EAC Trustees Limited Apel Capital and Trust Limited
31.	Record Date:	The register shall be closed for a period of fifteen (15) days immediately preceding each payment date and no transfer of the Sukuk Trust shall be registered during that period.
32.	Settlement:	Sukuk purchases will be settled by electronic funds transfers through either CBN Inter-Bank Funds Transfer System ("CIBFTS"), National Electronic Funds Transfer ("NEFT") or Real Time Gross Settlement ("RTGS").
33.	Payment Agent:	Africa Prudential Plc
GENERAL PROVISIONS APPLICABLE TO THE SUKUK		
34.	Sponsor Rating:	BBB+ Global Credit Ratings Co.
35.	Sukuk Issue Rating:	BBB+ Global Credit Ratings Co.
36.	Underwritten:	Not Applicable
37.	Tax Considerations:	Pursuant to the Companies Income Tax (Exemption of Bonds and Short Term Government Securities) Order 2011 and Value

		<p>Added Tax (Exemption of Proceeds of the Disposal of Government and Corporate Securities) Order 2011, all Bonds in Nigeria were exempt from taxes ordinarily imposed under the Companies Income Tax Act 2004 and from the imposition of Value Added Tax respectively, for a period of ten years from the date the Orders which became effective on January 2, 2012. These Orders have however now lapsed, the terminal date being January 2, 2022.</p> <p>Accordingly, the Issuer shall be required - by law - to withhold tax on the rentals accruing on Sukuk held by corporate entities. This requirement to deduct withhold tax is without exception as regards corporate entities and the Issuer shall be obliged to deduct the tax from rental payments to corporate Sukukholders.</p> <p>These provisions are however not applicable to individual Sukukholders. Sukuk held by individuals are exempt from taxation in Nigeria in accordance with the Personal Income Tax (Amendment) Act 2011. The exemption under the Personal Income Tax Act is indefinite.</p> <p>The Finance Act, 2020 now excludes securities from the definition of “goods and services” for the purpose of value-added tax (s.44). Thus in the event of disposal of the Sukuk held, the proceeds from the sale of the Sukuk are exempt from the tax imposed under the VAT Act.</p>
38.	Governing Law:	The Sukuk will be governed by and construed in accordance with the Laws of the Federal Republic of Nigeria as well as Islamic law Principles.
39.	Material Contracts Available for Inspection:	<p>Programme Trust Deed Series II Trust Deed Ijara Agreement Deed of Undertaking Deed of Sale Purchase Undertaking Sale Undertaking Series II Vending Agreement Shari’ah Adviser Agreement Service Agency Agreement, and other material contracts (as applicable)</p>

2. PARTIES TO THE OFFER

PARTIES TO THE ISSUE

The Issuer

Family Homes Sukuk Issuance Program Plc

Sinoki House, 3rd Floor
Central Business District
Abuja

E-mail: info@fhfi.com.ng

Tel: +234 9060008041

The Sponsor

Family Homes Funds Limited

Sinoki House, 3rd Floor
Central Business District
Abuja

E-mail: info@fhfi.com.ng

Tel: +234 9060008041

Issuer's Board of Directors

Mr. Sani Yakubu

(Family Homes Funds)

Mrs. Buky Ikeotuonye

(United Capital Trustees Limited)

Mrs. Omolola Iyinojukan

(Apel Capital and Trust Limited)

Mrs. Ekundayo Funmilayo Tomilola

(STL Trustees Limited)

Mrs. Sanni Toyin Folashade

(EAC Trustees Limited)

The Metropolitan Law Firm

Company Secretary

Sponsor's Board of Directors

Mr. Suleiman Barau

(Chairman)

Mr. Femi Adewole

(Managing Director)

Mr. Uche Orji

(Non-Executive Director)

Ms. Aisha Omar

(Non-Executive Director)

Mr. Mohammed Rashid Umar

(Independent Director)

Ambassador (Arc) Muhammadu Adamu Jumba

(Independent Director)

Mr. Chiweze Allen Ukwuoma

(Director)

Mr. Franklin Eseagwu

(Company Secretary)

PROFESSIONAL PARTIES TO THE PROGRAMME

Shari'ah Adviser:
Buraq Capital Limited
Muktar El-Yakub Place, 3rd Floor
Plot 1129 Zakaria Maimalari Street
Central Business District, Abuja

Muustapha

**MUHAMMAD MUUSTAPHA
BINTUBE**

Joint Issuing House:
Credent Capital & Advisory Limited
5 Amazon River Close
off Amazon Street
Maitama, Abuja

Muhammad U. Bada

Lead Issuing House:
Chapel Hill Denham Advisory Limited
10 Bankole Oki Street
Ikoyi
Lagos

Wolf Adeleke
WOLF ADELEKE

Joint Issuing House:
Greenwich Merchant Bank Limited
1698A Oyin Jolayemi Street
Victoria Island
Lagos

Benson Ogunde

Benson Ogunde

Solicitors to the Offer:
The Metropolitan Law Firm
11 Zangon Daura Estate
Kado District
Abuja

Ummahani Amen

Stockbrokers:
APT Securities and Funds Limited
Church House, 3rd Floor
29 Marina
Lagos

Kasimu Garba Kurf
KASIMU GARBA KURFI

Stockbrokers:
Norrenberger Securities Limited
Level 2, Suite 62
51/52 Kingsway Building
Marina, Lagos

Dr. Oladipupo Tyam

Dr. Oladipupo Tyam

Registrar:
Africa Prudential Plc
220b Ikorodu Road
Palmgrove, Lagos
Website: www.africaprudential.com
E-mail: cxc@aficaprudential.com
Tel: +234 700 237 47783

Obayomi Idin

Reporting Accountant:
Muhtari Dangana and Co
19 Araromi Street
Onikan
Lagos

Mr. Abel Adalor
MR ABEL ADALOR

Joint Trustees:
STL Trustees Limited
30 Marina
Lagos

Funmi Akintayo

Joint Trustees:

United Capital Trustees Limited
Afriland Towers - 3rd & 4th Floors
97/105 Broad Street
Lagos

Princess Oluwalana
Princess Oluwalana

Joint Trustees:

EAC Trustees Limited
13 Maitama Sule Street
South West Ikoyi
Lagos

Felicia Sonubi

Felicia Sonubi

Joint Trustees:

Apel Capital and Trust Limited
8 Alhaji Bashorun Street
South-West Ikoyi
Lagos

Alator, S. Peter

Sponsor's Auditor:

Ernst & Young
UBA House, 10th Floor
57 Marina
Lagos

Funmi Ogunlowe
Funmi Ogunlowe

Receiving Bank:

Taj Bank Limited
Plot 72 Ahmadu Bello Way
Central Business District
Abuja, Nigeria

Michael Odim

Receiving Bank:

Jaiz Bank Plc
39 Awolowo Road
Ikoyi
Lagos

Attamed A. Hassan

Rating Agency:

Global Credit Rating Co.
11th Floor, New Africa House
31 Marina
Lagos

Hope Ogunkola
Alap

3. INDICATIVE TRANSACTION TIMELINE

Date	Activity	Responsibility
March 28, 2022	File Pricing Supplement with the SEC	Issuing Houses
August 22, 2022	Obtain the SEC's clearance of the Pricing Supplement and approval to commence Book Building	Issuing Houses
August 23, 2022	Commence Book Build	All Parties
September 5, 2022	Conclude Book Building / Determination of Clearing Price and Allocation of Sukuk	All Parties
September 7, 2022	Update Issue documents and submit to SEC	Issuing Houses
September 9, 2022	Despatch Allotment Confirmation Letters	Issuing Houses
September 14, 2022	Obtain SEC Clearance of documents and No Objection to Convene Signing Ceremony	Issuing Houses
September 19, 2022	Hold Signing Event/Investors fund allotted Sukuk	All Parties
September 19, 2022	Remit Sukuk Proceeds to the Issuer	Receiving Bank
September 21, 2022	File executed Issue documents and Basis of Allotment with SEC	Issuing Houses
September 22, 2022	Credit CSCS/BPID accounts of Sukuk holders	Registrars
September 26, 2022	Obtain SEC Approval to publish Allotment Announcement	Issuing Houses
September 27, 2022	Publish Allotment Announcement in at least 2 national dailies	Issuing Houses
September 27, 2022	File FMDQ/NGX Listing Application	Issuing Houses
September 30, 2022	Listing of Sukuk on FMDQ/NGX	Issuing Houses/Stockbrokers
October 18, 2022	File Post Completion Report with SEC	Issuing Houses

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

4. PROFILE OF DIRECTORS AND DIRECTORS OF THE SPONSOR

PROFILE OF DIRECTORS & COMPANY SECRETARY

- **Mr. Suleiman Barau – Chairman**

Mr. Suleiman Barau is a distinguished professional with more than 18 years of experience as a Public Servant and 17 years in the banking sector. He has served as the Deputy Governor of the CBN and as the MD of Nigerian Security Printing and Minting Plc. Before this, he had held numerous managerial positions in a number of banks including FSB International Bank Plc, United Bank for Africa Plc, Bank of the North Limited and Continental Merchant Bank Nigeria Limited. Mr. Barau studied BSc Economics at Ahmadu Bello University Zaria where he graduated in 1981. He also obtained his MSc in Economics (Money and Finance) from the University of Jos in 1988.
- **Mr. Femi Adewole – MD/CEO**

Mr. Femi Adewole is a housing finance professional and chartered architect with over 25 years of experience leading housing initiatives across Sub Saharan Africa and the United Kingdom. Before he was appointed the MD of Family Homes Funds, he was the Managing Director of Shelter Afrique, a Nairobi-based pan-African housing company. He has served in various capacities in some of the largest housing companies around the globe such as First World Communities Ltd, Watford Community Housing Trust, Notting Hill Housing Group, and Lagos HABITAT 2011 Project amongst others. Femi has a BSc (Hons) in Architecture from the University of Ife, which he obtained in 1984. He also has two masters; in 1987, he obtained an MSc in Architecture from the University of Ife and in 1997 he obtained an MSc in Land Management and Property Development from the University of East London. He also has an MBA from the University of Warwick, which he obtained in 2002.
- **Amb. (Arc) Muhammadu A. Jumba – Non-Executive Director**

Amb. Muhammadu Jumba is a Principal Partner at Design & Planning Consultants, Architects and Engineers. He was formerly the Nigerian Ambassador to the State of Kuwait and the United Arab Emirates. He has also served as the Honourable Commissioner for the Ministry of Works, Housing and Land Development with the Bauchi State Government. He is an alumnus of Ahmadu Bello University, Zaria, Nigeria where he obtained a BSc and MSc in Architecture in 1976 and 1978 respectively.
- **Mr. Mohammed R. Umar – Non-Executive Director**

Mr. Mohammed Umar has over 40 years of experience as a quantity surveyor. He has headed the Quantity Surveying section in the Ministry of Works and Housing and established the Quantity Surveying Section for the Ministry of Housing and Environment, both in Kano, Nigeria. Mohammed has a BSc and MSc in Architecture which he obtained in 1976 and 1978 respectively, both from Ahmadu Bello University Zaria.
- **Mr. Chiweze.A. Ukwuoma – Non-Executive Director**

Mr. Chiweze Ukwuoma is an experienced Corporate and Investment Attorney and a Barrister at Law. He worked as a corporate lawyer for 9 years in different banks including Continental Merchant Bank of Nigeria Ltd (formerly Chase), Gamji Bank Ltd, and Chase Merchant Bank. Chiweze Ukwuoma holds a Bachelor's degree in Law (LLB) from the University of Nigeria, Nsukka which he obtained in 1985. He was in the 1992 class of Executive Master of Business Administration Programme of the University of Lagos, Nigeria.

- **Mr. Uche Orji – Non-Executive Director**
 Mr. Orji is the MD/CEO of the Nigeria Sovereign Investment Authority. He has a wealth of experience in the financial industry. Prior to NSIA, he was MD, Equities Division at UBS Securities, New York. Prior to this, he had investment experience from JP Morgan Securities and Goldman Sachs Asset Management. He attended the University of Port Harcourt where he obtained a BEng in 1990. He also holds an MBA from Harvard Business School (1998).
- **Ms. Aisha Omar – Non-Executive Director**
 Ms. Aisha Omar is an established public servant with over 25 years of experience in providing high-quality finance and management support for public projects and mandates. She is a public finance specialist with vast experience in public financial management, development of trade and finance policies and fiscal relations, project development and policy advisory. She is currently a Director in the Federal Ministry of Finance, Abuja, Nigeria. She has worked in many capacities within the Federal Ministry of Finance and has served in several Presidential Committees and as a Project Manager including for World Bank assisted projects. She obtained her BSc in Business Administration (Finance Management and Banking) in 1989 from Ahmadu Bello University, Zaria, and has a litany of professional training.
- **Mr. Franklin Eseagwu – Company Secretary**
 Mr. Franklin Eseagwu is the Company Secretary/Legal Adviser of Family Homes Funds Limited, where he provides support to the Board of Directors in their oversight function and legal support to all the business units of the Fund. He is a trained lawyer with 13 years of post-bar work experience. He had an initial short stint in private practice and the latter part in corporate practice, all within the financial services sector. He is an Associate Member of the Institute of Chartered Secretaries and Administrators of Nigeria and the Chartered Institute of Taxation of Nigeria. He holds a first degree in law from the University of Nigeria (2005) and a Master's in law from the Lagos State University (2018).

MANAGEMENT TEAM

- **Mr. Sani Yakubu – Chief Housing Investment Officer (CHIO)**
 Mr. Sani Yakubu is a finance professional with over 25 years of experience in Banking and Finance within the private and public sectors. Before he was appointed the Chief Housing Investment Officer at Family Homes Funds, he was Senior Special Assistant to the President on the National Economic Recovery and Growth Plan (ERGP) with a specific assignment to oversee the Industrialization component of the National Plan implementation. Between 2006 and 2008, he served as the Managing Director of the Abuja Urban Mass Transit Company where he grew the balance sheet from N500m to over N5bn in two and a half years. He is a Fellow of the Institute of Corporate Administration as well as a member of the Nigerian Institute of Management. Mr. Yakubu has a B.Sc. in Accountancy from the University of Nigeria Nsukka (1990) and an MBA from Ahmadu Bello University, Zaria (2003).
- **Nkeiru Arum – Chief Financial Officer**
 Nkeiru Arum is a highly trained and passionate specialist in finance, estate, and people management. She is a certified finance and operations executive with over 3 decades of experience providing complex finance business solutions within global multi-billion-dollar brands such as Harris Corporation (Now L3Harris Technologies), Schlumberger, and Deloitte & Touché. She is a thought leader with experience in the Social Housing, Telecommunications, Oil & Gas, and Financial Consulting sectors, where she demonstrated excellent knowledge of designing and implementing operational management frameworks and internal controls using global practices. She is also a fellow and member

of several professional bodies including the Institute of Chartered Accountants, and with a Postgraduate degree in Banking and Finance. Nkeiru has led the strategic direction of finance operations in Nigeria, Congo, and Equatorial Guinea before joining Family Homes Funds. She holds a degree in Estate Management from the University of Nigeria Nsukka (1988) and is currently undergoing an MSc program in Real Estate and Planning from Heriot-Watt University.

▪ **Dr. Sa'id Kori – Head, Project Management**

Dr. Sa'id Kori holds a doctorate degree in Digital Architecture and Construction Management from the University of Liverpool (2017) where he taught briefly. He also has a Master of Science in Digital Architectural Design from the University of Salford, Manchester (2013) and has his Bachelor's degree in architecture from the Federal University of Technology, Nigeria (2010). Prior to his engagement with the Family Homes Funds, Dr. Sa'id served as an Executive Vice President of Thinklab International Group where he developed the roadmap for implementation and actualisation of Smart Marrakech and the development of Yobe State Geographical Information System and the Borno State Smart Room. Dr. Sa'id also worked with CTA Design Solutions, Manchester and with Thames International London as a Senior Associate. Dr. Sa'id also has teaching and research experience; lecturing in Ramat Polytechnic Maiduguri, the University of Liverpool and the University of Salford. Dr. Sa'id also champion various works both nationally and internationally in various capacities in developing and implementing strategic programmes, policies and projects related to the reconstruction and resettlement of Internationally Displaced Persons (IDPs), disaster resilience, social housing development schemes, real estate developments, alternative Mortgage financing amongst others.

▪ **Olufunsho Gbodi – Head, Affordable Housing Fund**

Olufunsho Gbodi has over 19 years of experience in Loan Origination and Closing, Facilities Management, Construction Project Monitoring, Asset Valuation, and Business and Investment Analysis. Before joining Family Homes Funds, Olufunsho had worked with the Federal Mortgage Bank of Nigeria for over 11 years, serving in several managerial roles with a focus on diverse areas including Loan Management, Project Finance, Monitoring and compliance amongst others. He has also worked with the Abuja Property Development Company as an Assistant Management, and with the Abuja Investment and Property Development Company in a similar role. Olufunsho Gbodi holds a Master's degree in Business Administration (2008) and his first degree in Real Estate Management (2002).

▪ **Mr. George Anih – Asset and Portfolio Manager**

Mr. George Anih commenced his professional career in Sea Petroleum and Gas Company Limited as the Administrative Head for the Abuja region before proceeding to the Nigerian banking sector where he worked in Hallmark Bank PLC (now Ecobank Nigeria PLC), United Bank for Africa (UBA) PLC and Aso Savings and Loans PLC in several capacities. He was also the Regional Manager, North for Abbey Building Society PLC (now Abbey Mortgage Bank PLC) before his forays into real estate development. He has also held managerial roles in Mainstreet Bank Ltd/Skye Bank PLC (now Polaris Bank Limited) as a Business Development Manager. Until recently, he was the Regional Manager, Northern Nigeria for Eciruam and Clarke Limited in charge of sales and distribution of fast-moving consumer goods. He attended the University of Ibadan where he studied BSc Human Nutrition in 2000. He has an MSc Economics degree from ESUT Business School (2007) and an MSc Project Management from the University of Roehampton (UK) (2017). George is a member of the executive board of Real Estate Developers Association of Nigeria REDAN. He is also a member and fellow of the following Institutes: - Institute of Chartered Economists of Nigeria (ICEN)– Fellow Institute of Professional Managers and Administrators of Nigeria (IPMA) – Fellow Certified Institute of Auctioneers of Nigeria (CIAN) – Fellow Chartered Institute of Bankers of Nigeria (CIBN) – Member.

- **Mr. Abubakar Bello – Head, Human Resources**

Mr. Abubakar Bello started his HR career with one of the leading HR and Business Management Consulting firm as an Analyst for close to 4 years after which he moved to one of the prominent commercial banks in Nigeria (Unity Bank). Later, he joined one of the famous construction companies (Precise Civil Engineering Ltd) as the HR and Admin Manager. Shortly after, he was engaged by one of the leading I.T. companies in Lagos TechAdvance (Gpay) Ltd as HR Business Partner overseeing the HR functions of the entire North-Eastern region. He presently works with one of the fast-growing NGOs that is data and IT-driven to support public health in five African countries (eHealth System Africa). He works in the capacity of HR coordinator where he coordinates and supports the development and implementation of all the HR functions from recruitment and selection, onboarding, manpower plan, competency mapping, career management, performance management, policies review and implementation, staff confirmation and promotion and staff engagement among others. Mr. Abubakar Bello holds a Master's in Business Administration (MBA) (2015) and a B.Sc. Economics from Bayero University Kano (2010) and the latter from the University of Abuja. He is a certified member of the Nigerian Institute of Management (NIM) and an associate member of the Chartered Institute of Human Capital Development (CIHCD).

- **Mr. Victor Adofu – Head, Risk Management**

Mr. Victor Adofu holds a Bachelor of Science degree in Accounting from the University of Abuja (2005) and he is a Fellow of the Association of Chartered Certified Accountants (FCCA, UK) and a member of the Chartered Institute for Security & Investment (MCSI, UK). In addition, he holds a Master of Science Degree in Professional Accountancy from the University of London. In 2018, he became a Senior Member of Risk Management Association of Nigeria. Victor has experience spanning over 13 years in the financial services sector and he began his working career in Intercontinental Bank Plc in 2006. Prior to his current role, he was the Head of Risk Management of Premium Pension Limited and Nigerian University Pension Management Company, a position he held for 6 years cumulatively before moving to FHFL as the Head of Risk Management in September 2019.

5. FINANCIAL INFORMATION

FAMILY HOMES FUNDS LIMITED
STATEMENT OF PROFIT OR LOSS AND OTHER COMPREHENSIVE INCOME
FOR THE YEAR ENDED 31 DECEMBER 2021

	Notes	2021 N 000	2020 N 000
Revenue	5	3,313,234	1,813,269
Finance Income	6	2,120,624	632,082
Operating and administrative expenses	7	(2,117,219)	(1,818,761)
Finance cost	7.1	(595,833)	-
Profit before tax	9	2,720,806	626,590
Income tax expense	10	(294,032)	(7,603)
Profit for the year		2,426,774	618,987
Other comprehensive income		-	-
Total comprehensive profit/(loss) for the year		-	618,987
Basic earnings/(loss) per share (Naira)	20.1	2,426,774	618.99

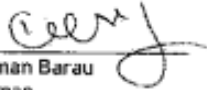
FAMILY HOMES FUNDS LIMITED

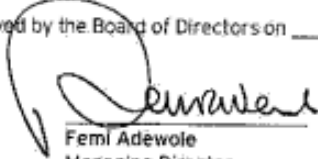
STATEMENT OF FINANCIAL POSITION

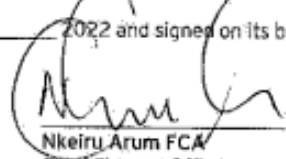
AS AT 31 DECEMBER 2021

Assets	Notes	2021 N 000	2020 N 000
Non-current assets			
Property plant and equipment	11	206,004	132,355
Intangible assets	12	73,980	6,065
Right of use Asset	13	23,140	15,989
Investment properties	14	1,259,966	1,259,966
Loan receivables	15	41,111,237	39,472,414
Deferred asset	10		16,599
		42,674,327	40,903,388
Current assets			
Property inventories	16	17,733,186	16,076,073
Sinking fund investment	22.2	1,791,091	-
Trade and other receivables	17	705,755	200,112
Cash and cash equivalents	18	30,495,065	9,335,343
		50,725,097	25,611,528
Total assets		93,399,424	66,514,916
Equity and Liabilities			
Equity			
Share capital	19.1	1,000	1,000
Capital grant	19.2	78,500,000	65,000,000
Retained earnings	20	2,428,872	2,098
Total equity		80,929,872	65,003,098
Non-current liability			
Loans and borrowings	22.1	9,051,329	-
Deferred tax liability	10	30,329	-
Total non-current liability		9,081,658	-
Current liabilities			
Trade and other payables	21	1,596,286	1,112,616
Loans and borrowings	22	1,544,504	375,000
Income tax payable	10	247,104	24,202
Total current liabilities		3,387,894	1,511,818
Total liabilities		12,469,552	1,511,818
Total Equity and Liabilities		93,399,424	66,514,916

The financial statements were approved by the Board of Directors on _____ 2022 and signed on its behalf by:


 Suleiman Baru
 Chairman
 FRC/2015/ICENNIG/00000011559


 Femi Adewole
 Managing Director
 FRC/2020/008/00000020585


 Nkeiru Arum FCA
 Chief Finance Officer
 FRC/2019/ICAN/00000019990

FAMILY HOMES FUNDS LIMITED
 STATEMENT OF CHANGES IN EQUITY
 FOR THE YEAR ENDED 31 DECEMBER 2021

	Share Capital	Capital Grant	Accumulated Profit	Total Equity
	₹ 000	₹ 000	₹ 000	₹ 000
2020				
At 1 January 2020	1,000	20,000,000	(616,889)	19,384,111
Capital grant inflow	-	45,000,000	-	45,000,000
Profit for the year	-	-	618,987	618,987
At 31 December 2020	<u>1,000</u>	<u>65,000,000</u>	<u>2,098</u>	<u>65,003,098</u>
	=====	=====	=====	=====
2021				
At January 2021	1,000	65,000,000	2,098	65,003,098
Capital grant inflow	-	13,500,000	-	13,500,000
Profit for the year	-	-	2,426,774	2,426,774
At 31 December 2021	<u>1,000</u>	<u>78,500,000</u>	<u>2,428,872</u>	<u>80,929,872</u>
	=====	=====	=====	=====

FAMILY HOMES FUNDS LIMITED

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED 31 DECEMBER 2021

		2021	2020
	Note	N 000	N 000
Operating activities			
Profit before tax		2,720,806	626,590
Adjustments to reconcile profit before tax to net cash flow:			
Depreciation of property, plant and equipment	11	64,075	38,441
Depreciation of Right of use Asset	13	25,350	24,000
Amortization of intangibles	12	9,149	3,192
Interest income	6	(2,120,624)	(632,082)
Loan receivable	15	(1,702,526)	(39,472,414)
Finance cost	7.1	595,833	-
Impairment of loans	15	63,703	635,884
Write down of inventory	7	-	104,370
		<u>(344,234)</u>	<u>(38,672,019)</u>
Working capital adjustments:			
Increase in inventories		(1,657,113)	(3,452,776)
(Increase)/decrease in trade and other receivables		(505,642)	4,762,830
Increase in Sinking funds investment		(1,791,091)	-
Increase in trade and other payables		483,670	202,476
		<u>(3,814,410)</u>	<u>(37,159,489)</u>
Interest received	6	2,120,624	632,082
Income taxes paid	10	(24,202)	-
Net cash flow used in operating activities		<u>(1,717,988)</u>	<u>(36,527,407)</u>
Investing activities:			
Purchase of intangible assets	12	(77,064)	(7,659)
Purchase of property, plant and equipment	11	(137,725)	(58,741)
Right-of-use assets	13	(32,501)	-
Net cash flow used in investing activities		<u>(247,290)</u>	<u>(66,400)</u>
Financing Activities			
Capital grant	19.2	13,500,000	45,000,000
Loan obtained	22.1	10,000,000	-
Repayment of NSIA Loan	22.1	(375,000)	(1,125,000)
Net cash flow from financing activities		<u>23,125,000</u>	<u>43,875,000</u>
Net increase in cash and cash equivalents		<u>21,159,722</u>	<u>7,281,193</u>
Cash and cash equivalents at 1 January		9,335,343	2,054,150
Cash and cash equivalents at 31 December	18	<u>30,495,065</u>	<u>9,335,343</u>

FAMILY HOMES FUNDS LIMITED

FIVE-YEAR FINANCIAL SUMMARY

	2021 N 000	2020 N 000	2019 N 000	2018 N 000	2017 N 000
Share capital	1,000	1,000	1,000	1,000	1,000
Capital grant	78,500,000	65,000,000	20,000,000	20,000,000	-
Retained earnings	2,428,872	2,098	(616,889)	(507,462)	(272,401)
Total equity	80,929,872	65,003,098	19,384,111	19,493,538	(271,401)
Non-current assets	42,674,327	40,903,388	1,413,608	1,262,553	1,732
Non-current liabilities	(9,081,658)	-	-	-	-
Net current assets/(liabilities)	47,337,203	24,099,710	17,970,503	18,230,985	(273,133)
Net assets	80,929,872	65,003,098	19,384,111	19,493,538	(271,401)
Revenue	3,313,234	1,813,269	40,583	-	-
Profit before tax	2,720,806	626,590	(109,427)	(235,061)	(272,401)
Income tax expense	(294,032)	(7,603)	-	-	-
Profit for the year	2,426,774	618,987	(109,427)	(235,061)	(272,401)
Basic EPS/(LPS) (Naira)	2,426.77	618.99	(109.43)	(235.06)	(272.40)

6. DECLARATION OF THE ISSUER

FAMILY HOMES SUKUK ISSUANCE PROGRAM PLC RC:1724561

18th July 2022

The Director General,
Securities and Exchange Commission,

ISSUER: Family Homes Sukuk Issuance Program PLC

DECLARATION UNDER THE SUKUK RULES

1. We, **FAMILY HOMES SUKUK ISSUANCE PROGRAM PLC** (the “Company” or “Issuer”) are proposing to undertake the following proposals:
 - a. The Company is desirous of raising capital of up to ₦20,000,000,000.00 (Twenty Billion Naira) Ijarah (Lease) Sukuk Trust Certificates under the ₦30,000,000,000.00 (Thirty Billion Naira only) Sukuk Issuance Program through Family Homes Sukuk Issuance Program Plc as the Issuer.
 - b. The Sukuk will constitute a direct and general obligation of the Issuer and may be issued only on an unsubordinated basis.

(hereinafter referred to as “the Proposal”).
2. We confirm that having made all reasonable enquiries, and to the best of our knowledge and belief, there is no false or misleading statement contained in, or materiel omission from, the information that is provided to the adviser(s)/expert(s) or to the Commission in relation to the above Proposal.
3. We declare that we are satisfied that after having made all reasonable enquiries that the Proposal is in full compliance with the following:
 - a. The Sukuk rules;
 - b. The SEC rules and regulations; and
 - c. The trust deeds.
4. (Save as otherwise disclosed in the attachment accompanying this declaration) the Company has not:
 - a. been convicted or charged with any offence under the securities laws, or other laws involving fraud or dishonesty in a court of law, since incorporation; or
 - b. been subjected to any action by the stock exchange for any breach of the listing requirements or rules issued by the stock exchange, for the past five (5) years proper to submission.
5. We declare the following in accordance with the sukuk rules:
 - a. The Proposal does not result in a significant change in the business direction or policy

3rd Floor Sinoki House, Samuel Ademulegun Avenue,
Central Business District,
Abuja FCT

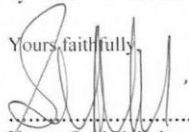
**FAMILY HOMES SUKUK ISSUANCE PROGRAM PLC
RC:1724561**

of the Company; and

- b. The Proposal is not a related-party transaction
6. We declare that we will ensure continuous compliance with the requirements and conditions imposed by the Commission in relation to the above proposal and agree that we will continuously submit annual audited financial statements and other documents required by the Commission under the sukuk rules.
7. We undertake to provide to the Commission all such information as the Commission may require in relation to the Proposal from time to time.

The above declaration has been signed by Directors of the Issuer under the authority granted by a resolution of the Board of Directors on 12th day of October 2021

Yours faithfully,

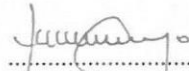


Name: Sani Yakubu

Designation: Director

Name of Issuer: Family Homes Sukuk Issuance Program PLC

Date: 18th July 2022

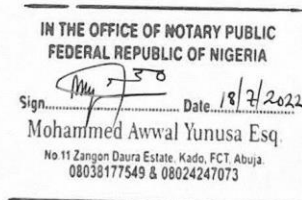


Name: Ekundayo Tomilola Funmilayo

Designation: Director

Name of Issuer: Family Homes Sukuk Issuance Program PLC

Date: 18th July 2022



3rd Floor Sinoki House, Samuel Ademulegun Avenue,
Central Business District,
Abuja FCT

7. DECLARATION OF THE SPONSOR



18th July 2022

The Director General,
Securities and Exchange Commission,

SPONSOR: Family Homes Funds Limited

DECLARATION UNDER THE SUKUK RULES

1. We, **FAMILY HOMES FUNDS LIMITED** (the “Company” or “Sponsor”) are proposing to undertake the following proposals:
 - a. The Company is desirous of raising capital of up to ₦20,000,000,000.00 (Twenty Billion Naira) Ijarah (Lease) Sukuk Trust Certificates under the ₦30,000,000,000.00 (Thirty Billion Naira only) Sukuk Issuance Programme through Family Homes Sukuk Issuance Program Plc as the Issuer.

(hereinafter referred to as “the Proposal”).
2. We confirm that having made all reasonable enquiries, and to the best of our knowledge and belief, there is no false or misleading statement contained in, or materiel omission from, the information that is provided to the adviser(s)/expert(s) or to the Commission in relation to the above Proposal.
3. We declare that we are satisfied that after having made all reasonable enquiries that the Proposal is in full compliance with the following:
 - a. The Sukuk rules;
 - b. The SEC rules and regulations; and
 - c. The trust deeds.
4. (Save as otherwise disclosed in the attachment accompanying this declaration) the Company has not—:
 - a. been convicted or charged with any offence under the securities laws, or other laws involving fraud or dishonesty in a court of law, since incorporation; or
 - b. been subjected to any action by the stock exchange for any breach of the listing requirements or rules issued by the stock exchange, for the past five (5) years proper to submission.
5. We declare the following in accordance with the sukuk rules:

a: 3rd Floor Sinoki House
Central Business District,
Abuja, Nigeria

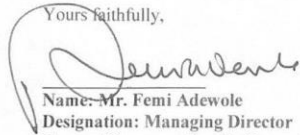
t: +234 (0) 906 000 8041
+234 (0) 906 000 8043

e: info@fhfl.com.ng
w: www.fhfl.com.ng

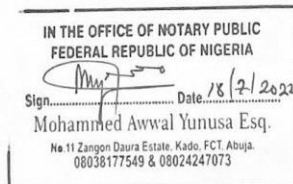
- a. The Proposal does not result in a significant change in the business direction or policy of the Company; and
 - b. The Proposal is not a related-party transaction
6. We declare that we will ensure continuous compliance with the requirements and conditions imposed by the Commission in relation to the above proposal and agree that we will continuously submit annual audited financial statements and other documents required by the Commission under the sukuk rules.
 7. We undertake to provide to the Commission all such information as the Commission may require in relation to the Proposal from time to time.

The above declaration has been signed by me as Mr. Femi Adewole, the Managing Director of the Sponsor under the authority granted to me by a resolution of the board of directors on 29th day of September 2021.

Yours faithfully,



Name: Mr. Femi Adewole
Designation: Managing Director
Name of Sponsor: Family Homes Funds Limited
Date: 18th July 2022



8. MATERIAL ADVERSE CHANGE STATEMENT

FAMILY HOMES SUKUK ISSUANCE PROGRAM PLC RC:1724561

29 April 2022

The Managing Director
Chapel Hill Denham Advisory Limited
10 Bankole Oki Street
Ikoyi, Lagos

Dear Madam,

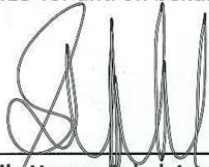
SUBMISSION OF MATERIAL ADVERSE CHANGE STATEMENT IN RESPECT OF THE PROPOSED FAMILY HOMES SUKUK ISSUANCE PROGRAM PLC UP TO N20 BILLION SERIES II SUKUK ISSUANCE UNDER THE N30 BILLION SUKUK ISSUANCE PROGRAMME

Except as disclosed in this Pricing Supplement, there has been no material adverse change in the financial position or prospects of the Issuer and no significant change in the financial or trading position of the Issuer.

In addition, during the twelve (12) calendar months immediately preceding the date of filing an application with the Securities & Exchange Commission for the registration of this Pricing Supplement, Family Homes Sukuk Issuance Program Plc did not breach any terms and conditions in respect of borrowed monies which resulted in the occurrence of an event of default and an immediate recall of such borrowed monies.

The Issuer accepts responsibility for the information contained in this Pricing Supplement which, when read, contains all information that is material in the context of the issue of the Sukuk.

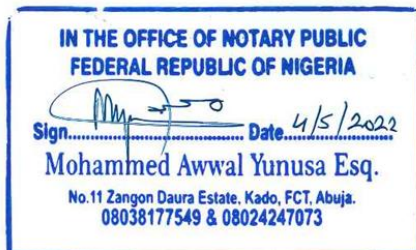
SIGNED for and on behalf of the Issuer, Family Homes Sukuk Issuance Program Plc



Family Homes Sukuk Issuance Program Plc
Name: Sani Yakubu
Managing Director



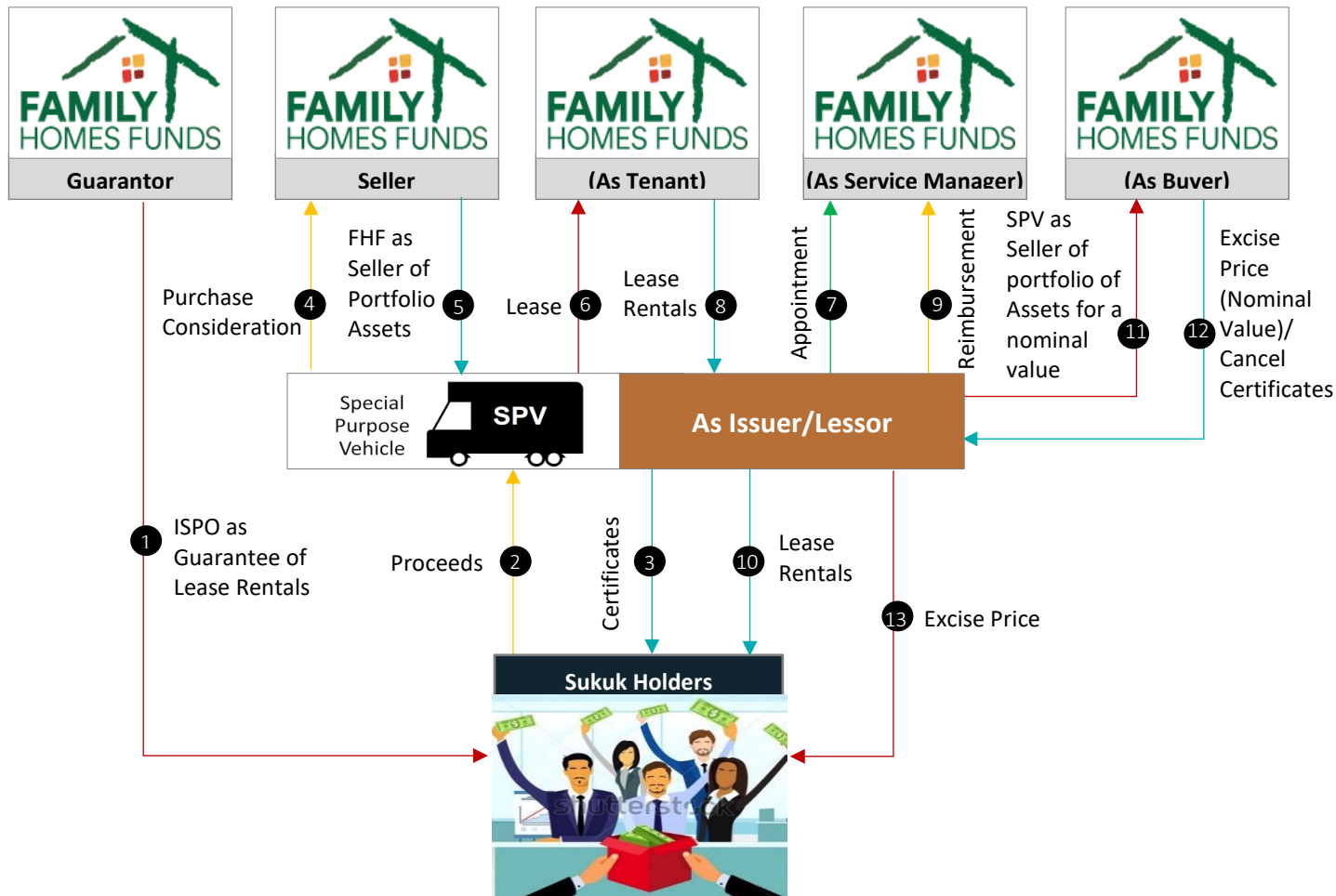
Metropolitan Law
Name: Ummahani Ahmad Amin
Company Secretary



9. SUKUK STRUCTURE OVERVIEW

STRUCTURE DIAGRAM

Below is a broad schematic illustration of the transaction structure, process flow, key contracts and parties.



Key Steps

A Special Purpose Vehicle (SPV) has been set up by FHFL for the specific purpose of a Sukuk issuance and duly registered as a public limited liability company. Board members of the company shall comprise FHFL's representatives and the Delegate Trustees.

1. **Family Homes Funds Limited ("FHF")** provides an ISPO guarantee to secure rentals as per regulatory requirements. Other respective Agreements/Contracts such as Deed of Sale, Purchase & Sale undertakings, Trust Deed, etc. are executed at the relevant stages of the contract.
2. SPV raises finance by issuing Sukuk notes of equal value.
3. SPV issues Certificates to Investors
4. The Sukuk proceeds are passed down to FHF as Purchase Consideration for the Portfolio of Assets sold to the SPV.
5. FHF, acting as Seller of Portfolio of Assets, transfers the title and beneficial interest of the identified Portfolio of Assets to the SPV pursuant to the Deed of Sale.
6. SPV Leases the Portfolio of Assets to FHF for a period of 7 years.
7. SPV appoints FHF as Service Manager for the maintenance of the Portfolio of Assets.
8. FHF pays periodic Lease Rentals to the SPV.
9. The Service Manager is reimbursed by the SPV for its maintenance expenses.
10. SPV in turn pays the periodic lease rentals to Investors as returns for their investment.
11. Upon maturity, pursuant to the Purchase Undertaking, the SPV sells, based on a sale and purchase contract, the Portfolio of Assets to the FHF for a nominal value which would be the Excise Price.
12. FHF pays the Excise Price (a nominal Value) for the Portfolio of Assets pursuant to Sales and Purchase undertakings.
13. SPV passes the Excise Price to Sukuk investors and cancels the Certificates.

10. SHARI'AH COMPLIANCE

10.1 EXTRACT OF SHARI'AH COMPLIANCE CERTIFICATE FROM FRACE



STATEMENT OF CERTIFICATION OF THE FAMILY HOMES FUNDS SUKUK ISSUANCE PLC-SERIES II N20 BILLION 7-YEAR SUKUK DUE IN 2029, UNDER A N30 BILLION SUKUK ISSUANCE PROGRAMME BY THE CENTRAL BANK OF NIGERIA FINANCIAL REGULATION ADVISORY COUNCIL OF EXPERTS (FRACE)

The Financial Regulation Advisory Council of Experts (FRACE) of the Central Bank of Nigeria has reviewed the structure and transaction documents of the Family Homes Funds Sukuk Issuance Plc-Series II N20 billion 7-year Sukuk, under a N30 billion Sukuk issuance programme due on 2029.

The Sukuk proceeds shall be for the finance, development and/or management of affordable homes for low-income households in Nigeria, based on an Ijarah Agreement (Ijarah) between the Sukuk Issuer and the Family Homes Funds as Obligor, and subsequent sale of the homes to the Family Homes Funds.

FRACE reviewed the transaction documents of the Sukuk issuance which consist of:

1. Ijarah Agreement
2. Deed Of Guarantee
3. Pricing Supplement
4. Deed of Sale
5. Trust Deed
6. Vending Agreement
7. Service Agency Agreement
8. Shari'ah Adviser Agreement
9. Purchase Undertaking
10. Sale Undertaking

FRACE approves the structure and confirms that it is compatible with the terms and conditions of an Ijarah contract and is in line with the terms and conditions of a sale and purchase contract predicated on unilateral sale and purchase undertaking.

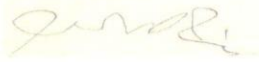
FRACE also resolves that the Family Homes Sukuk may be listed for trading on relevant exchanges immediately the offer is concluded since the underlying assets are readily available.

We hereby approve the Sukuk and issue this Certification to confirm same.

And Allah knows best.

Classified as Confidential

1. Sheikh Shariff Ibrahim Saleh Al Husaini (Chairman)



2. Dr. Bashir Aliyu Umar (Deputy Chairman)



3. Prof. Mohammad Akram Laldin (Member)



4. Prof. Abdul-Razzaq Abdul-Majeed Alaro (Member)



5. Dr. Mohammed Burhan Arbouna (Member)



6. Prof. Usman Muhammad Shu'aib (Member)



7. Sheikh Abdullahi Garba Uthman Ogbede (Member)



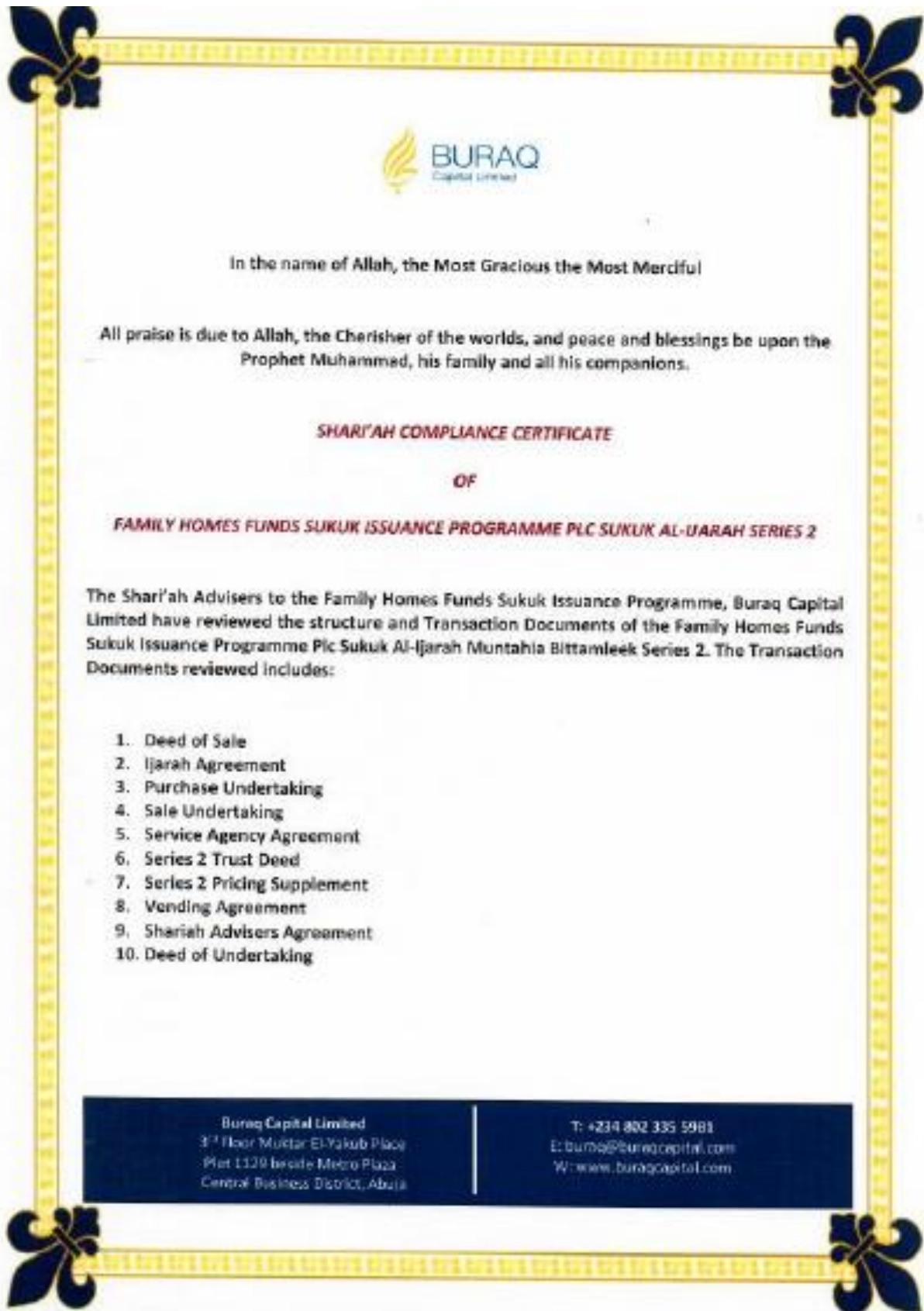
8. Dr. Yakubu A. Umar (Member)



Dated this 6th Day of June, 2022

Classified as Confidential

10.2 EXTRACT OF SHARI'AH COMPLIANCE CERTIFICATE FROM SHARI'AH ADVISERS





The Shari'ah Advisers are of the view that the structure, terms and conditions of the SUKUK AL-IJARAH MUNTAHIA BITTAMLEEK SERIES 2 issued by Family Homes Sukuk Issuance Programme Plc after purchasing legal and beneficial ownership of the Sukuk Assets from Family Homes Funds Ltd, are in compliance with the Shari'ah and the Transaction Documents reflect the structure, terms and conditions of the Sukuk Al-Ijarah Muntahia-Bi-Tamleek.

We do hereby approve the transaction and issue this Fatwa to confirm the same.

And Almighty Allah knows best.

For and on behalf of Buraq Capital Limited the Shari'ah Adviser to the Family Homes Funds Sukuk Issuance Programme;

Mohammed Mustapha Bintube
Executive Chairman

Attahiru Muhammad Maccido
Director

Shariah Advisory Council Members of Buraq Capital Limited:

Sheik (Asst. Prof, Dr.) Ziyaad MAHOMED

Prof. Ahmad Bello DOGARAWA

Date: 7th March 2022 / 4th Sha'aban, 1443 AH

Buraq Capital Limited
3rd Floor Muktar El-Yakub Place
Plot 1129 beside Metro Plaza
Central Business District, Abuja

T: +234 802 335 5981
E: buraq@buraqcapital.com
W: www.buraqcapital.com

10.3 PROFILE OF SHARI'AH ADVISERS

▪ **Buraq Capital Limited (BCL)**

Buraq Capital Limited was set up to take advantage of the growing awareness and the growing opportunities in the nascent Islamic Finance industry in Nigeria. Over the years Islamic Finance is fast gaining ground and recognition in other countries/regions such as Europe, USA, Middle East, Asia and Africa.

BCL will provide Financial Advisory Services strictly in line with Islamic Finance models to Government (Federal, State and Local Governments), Government Agencies, Corporate Organizations, Multilateral Companies, Non-Profit and Non-Governmental outfits and Individuals. The target market is not limited to the Nigerian market, but Africa at large.

BCL will provide Shari'ah compliant fund raising options, restructuring of corporate and other organisations, companies and organizations restructuring to comply with Islamic finance requirements, business plans, corporate investment advisory and training among others. The basic mission of the BCL is to provide alternative business solutions and create awareness of the potentials of Islamic Finance in solving the lingering challenges faced by the conventional finance sector.

BCL has realized the much-awaited opportunities of Islamic Finance is being recognized by the regulators, operators and investors alike, thus will be among the first movers in Investment banking to serve the industry. Islamic finance options in Nigeria are progressively being seen as a viable alternative to conventional financial services and are growing to serve not only over seventy (70) million Nigerian Muslims population but also Christians who are looking for ethical options of conducting their financial and commercial businesses.

BCL has close collaboration with the following institutions:

- Islamic Development Bank (IDB), Jeddah Kingdom of Saudi Arabia
- African Institute of Islamic Finance (AIIF), Dakar Senegal
- International Institute of Islamic Banking and Finance of Bayero University Kano (IIIBF of BUK)
- Islamic Financial Institute of Southern Africa (IFISA)

▪ **Assist. Professor Dr. Ziyaad Mahomed**

Dr Ziyaad is an Islamic Scholar and has performed the role of Shari'ah Advisor for Islamic finance and asset management since 1998. He served as the National Marketing and Product Development Head for Albaraka Bank in South Africa between 2003 and 2006, developing an array of products on both the financing and investment sides including banca-takaful, whilst coordinating for the second-largest Shari'ah Compliant Unit Trust in South Africa. He presently serves as Associate Dean and Director of E-Learning & Executive Education, and Assistant Professor at the International Centre for Education in Islamic Finance (INCEIF). He is also Chairman of the Shari'ah Board of HSBC Amanah in Malaysia and Chairman of Taj Bank, Nigeria.

He is a registered Shari'ah Advisor at the Maldives Monetary Authority and Bank Negara Malaysia. Dr. Ziyaad specializes in and lectures Masters and Ph.D. students in Shari'ah Rules and Issues in Islamic

Finance, Principles of Islamic Jurisprudence, Islamic law of transactions, Islamic Capital Markets and Islamic Risk Management.

Dr. Ziyaad has provided training on almost all aspects of Islamic finance in over 20 countries, to more than ten thousand (10,000) finance professionals and Islamic scholars. He has led the formation of the Islamic banking window at the Bank of Maldives, the largest in the country, and continues as a Shari'ah Board Member of the bank.

He has obtained numerous awards in Islamic finance to his credit in social finance product innovation, and fintech solutions for emerging countries. Dr. Ziyaad has received several best paper awards at international conferences on Sukuk, Islamic banking patronage and Shari'ah product modeling for microfinance. He has also developed unique Shari'ah Screening criteria for stocks, incorporating SRI/ESG principles together with the Maqasid (Objectives of Islamic law).

Qualification: BA (Honours) Business (Finance) – Anglia Ruskin University, United Kingdom; MBA – MANCOSA, Republic of South Africa (RSA); Ph.D. Islamic Finance – INCEIF, Malaysia. He is a Chartered Islamic Finance Professional and holds a Certificate in Islamic Law from the University of KwaZulu-Natal, Durban, South Africa.

▪ **Prof. Ahmad Bello Dogarawa**

Prof. Ahmad Bello Dogarawa is a Professor with the Department of Accounting, Ahmadu Bello University (ABU) Zaria, Nigeria and a Certified Management Trainer. He is an alumnus of Al-Azhar University, Cairo from where he obtained a Certificate in Islamic Religious Sciences, Da'awah (Islamic propagation) and Islamic Economics.

Dogarawa was a former Head of the Department of Accounting and Deputy Dean of ABU Business School. He is a founding member of League of Scholars, Imam and Preachers in Sahel with headquarters in Algiers. He is also a member of Jaiz Bank's Advisory Committee of Experts. He has travelled throughout Nigeria and some neighbouring countries to present papers, give sensitisation lectures and conduct workshops on various topical issues that include different aspects of Islamic banking and finance, and the Islamic perspective of economic empowerment and investment. He has also participated in the training of members of various religious and social groups in Nigeria and beyond.

11. OTHER DISCLOSURES

11.1. Corporate Profile of the Sponsor

Family Homes Funds Limited (FHFL) is a social housing financing fund aimed at improving the quality of life of Nigerians on low income through housing. FHFL evolved as a response to the need to provide decent homes and accessible finance for low-income Nigerians while harnessing the job creating potential of the housing sector.

FHFL was duly incorporated on the 8th of September 2016 and set up as a Private Limited Liability Company with the Federal Ministry of Finance and Nigeria Sovereign Investment Authority as founding shareholders. FHFL has a commitment to facilitate the construction of up to 500,000 homes and in the process, create 1,500,000 jobs by 2023. FHFL aims to match a NGN 500billion (i.e. N100 billion annually) commitment from the Federal Government of Nigeria over the next 5 years with additional capital raised through partnerships with private investors and Development Finance Institutions (DFIs).

11.2. Sponsorship Ownership Structure

As at the date of the Pricing Supplement the 1,000,000 ordinary shares of ₦1.00 each in the issued share capital of Family Homes Funds Limited were beneficially held as follows:

Particulars of Shareholders	No. of shares	% holding
Ministry of Finance (MOFI)	510,000	51%
NSIA Property Investment Company Limited	490,000	49%
	1,000,000	100%

11.3. Claims and Litigation of the Sponsor

The Sponsor is, in its ordinary course of business has no existing, pending or threatened litigation against the Sponsor. The Solicitors are of the opinion that there is no existing or threatening litigation that will have a material adverse effect on the Sponsor.

11.4. Share Capital structure of the Sponsor

As a date of the Pricing Supplement, the share capital structure of the Sponsor has been provided as below:

Share capital structure	2021 (₦)
Cash and cash equivalents	30,495,065,000.00
Short-term debt	1,544,504,000.00
Long-term debt	9,051,329,000.00
Total shareholder's equity	80,929,872,000.00
Guarantee ¹	3,811,659,515.82

11.5. Indebtedness

As at the date of this Pricing Supplement, the Sponsor has an outstanding debt amounting to ₦10,595,833,000.00 comprising of long-term and short-term borrowings.

¹ as provided by First City Monument Bank on March 28, 2022

11.6. Update on Series 1 7-Year 13.0% Fixed-Rate Sukuk

A ₦10 billion Series 1 7-Year 13.0% Fixed Rate Sukuk Due in 2028 under the ₦30 billion Sukuk Issuance Programme was launched in July 2021, with repayment of both principal and lease rental at every 6 months, the bond and lease rental related on it will commence repayment in January 2022.

Date	Principal Beginning Balance	Payment	Lease Rental	Principal	Principal Ending balance
7/15/2021					10,000,000,000.00
1/15/2022	10,000,000,000	(1,109,404,805.81)	(650,000,000.00)	(459,404,805.81)	9,540,595,194.19
7/15/2022	9,540,595,194	(1,109,404,805.81)	(620,138,687.62)	(489,266,118.19)	9,051,329,076.01

11.7. Authorisation of the Programme

By a resolution dated September 30, 2020, the Shareholders of Family Homes Funds Limited approved the establishment of a ₦30,000,000,000 (Thirty Billion Naira) Sukuk Issuance Programme, and the issuance of each series thereunder.

11.8. Authorisation of the Series 2 Sukuk – Issuer Resolution

By a resolution of the Board dated October 12, 2021 approving the issuance of up to ₦20,000,000,000 Sukuk securities, the issuance of the Series 2 Sukuk was approved. The extract of the resolution of the Board is as follows:

1. “That subject to obtaining the requisite regulatory approvals, the Company be and is hereby authorised to issue Series 2 up to ₦20,000,000,000.00 (Twenty Billion Naira) Ijara (Lease) Sukuk Trust Certificates under the Family Home ₦30,000,000,000.00 (Thirty Billion Naira Only) Sukuk Issuance Programme;
2. That the Sukuk Trust Certificate be listed on the Nigerian Exchange Limited and/or FMDQ Securities Exchange Limited;
3. That any two (2) Directors of the Company be and are hereby authorized to do all acts necessary to give effect to the above resolution and approve, sign and/or execute all such documents, agreements and other documents as may be necessary or incidental to the issuance;
4. That the Company’s authorised persons be and are hereby mandated to take all necessary steps to ensure the issuance and listing of the Sukuk trust certificates with the relevant regulatory authorities and are hereby mandated to take any further or other action(s) that may be required to give effect to the above resolutions.”

11.9. Shareholding Structure of the Issuer

As at the date of the Pricing Supplement, the shareholding structure of the issuer is as follows:

Name	Shareholding	Percentage (%)
Family Homes Funds Limited	1,940,000	97%
EAC Trustees Limited	20,000	1%
STL Trustees Limited	20,000	1%
Apel Capital and Trust Limited	20,000	1%
Total Shareholding	2,000,000	100%

11.10. Incorporation Structure of the Issuer

Family Homes Sukuk Issuance Program Plc was incorporated in Nigeria on October 19, 2020. The Issuer has no subsidiaries and has been established as a Special Purpose Vehicle for the purpose of passing through funds to and receiving funds from Family Homes Funds Limited.

Currently, Family Homes Sukuk Issuance Program Plc has an authorised and issued share capital of ₦2,000,000 divided into 2,000,000 ordinary shares of ₦1.00 each.

11.11. Directors' Interest

No director has direct or indirect interests in Family Homes Funds Limited. No directors of the Issuer as at the date of this Pricing Supplement has any direct interest in the Issuer.

11.12. Material Contracts

Apart from the Transaction Documents to which it is a party, the Issuer has not entered into any material contracts other than in the ordinary course of its business.

11.13. Consents

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

The Directors of Family Homes Funds Limited	
The Directors of Family Homes Sukuk Issuance Program Plc	
Company Secretary of Family Homes Sukuk Issuance Program Plc	
Chapel Hill Denham Advisory Limited	Lead Issuing House/Bookrunner
Credent Capital & Advisory Limited	Joint Issuing House/Bookrunner
Greenwich Merchant Bank Limited	Joint Issuing House/Bookrunner
Buraq Capital Limited	Shari'ah Adviser
The Metropolitan Law Firm	Solicitors to the Issue
APT Securities and Funds Limited	Stockbroker
Norrenberger Securities Limited	Stockbroker
Global Credit Ratings Co	Rating Agency
Africa Prudential Plc	Registrars
Muhtari Dangana and Co	Reporting Accountant
United Capital Trustees Limited	Joint Trustee
STL Trustees Limited	Joint Trustee
EAC Trustees Limited	Joint Trustee
Apel Capital and Trust Limited	Joint Trustee
Ernst & Young	Sponsor's Auditor
Jaiz Bank Plc	Receiving Bank
Taj Bank Limited	Receiving Bank

11.14. Financial Information of the Issuer

Since the date of incorporation, the Issuer has not commenced operations and no financial statements have been compiled or published as at the date of this Pricing Supplement.

11.15. Share Capital structure of the Issuer

As a date of the Pricing Supplement, the share capital structure of the Issuer has been provided as below:

Share capital structure	2021 (RM)
Cash and cash equivalents	0.00
Short-term debt	0.00
Long-term debt	0.00
Total shareholder's equity	2,000,000.00
Guarantee	0.00

11.16. Claims and Litigation of the Issuer

The Issuer has not since its incorporation been engaged in any litigation or arbitration proceedings which may have or have had during such period a significant effect on its respective financial position. And, as far as the Issuer is aware, no such litigation or arbitration proceedings are pending or threatened.

11.17. Mergers and Takeovers

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

11.18. Documents Available for Inspection

Copies of the following documents may be inspected at the offices of Joint Issuing Houses during normal business hours on any weekday (except public holidays) from the date of issuance of this Pricing Supplement:

- The Certificate of Incorporation of the Issuer and Sponsor duly certified;
- The Memorandum and Articles of Association of the Issuer and Sponsor duly certified;
- The Copy of the Board Resolution of the Sponsor dated September 30, 2021, approving the Series II Sukuk Issuance;
- The Copy of the Board Resolution of the Issuer dated October 12, 2021 approving the Series II Sukuk Issuance;
- The Audited Financial Statements of the Company for each of the years ended 2018, 2019 and 2020;
- The Management Account for period ended September 30, 2021;
- The Reporting Accountants Report on Audited Accounts of the Company for years ended 2017, 2018, 2019, 2020 and 2021;
- The material contract referred to in Section 9.5 on page 25;
- The written consents referred to above;
- The Shelf Prospectus issued in respect of the Sukuk Issuance Programme;
- SEC Approval letter;
- Series II Pricing Supplement;
- The schedule of claims and litigations and the opinion of the Solicitors to the Offer prepared in connection therewith;
- Any Vending Agreements;
- Shari'ah Adviser Agreement;
- Any Series Trust Deeds;
- Ijara Agreement;
- Service Agency Agreement;

- Purchase undertaking;
- Sales undertaking;
- Irrevocable Standing Payment Orders (ISPO) letter;
- Deed of Undertaking;
- Deed of Sale; and
- Loan Agreements

11.19. Additional Disclosures

- **Deed of Undertaking** – the guarantor’s irrevocable guarantee is included in clause 2 of the deed which includes but is not limited to the following –
 - The Sponsor, as the obligor to the Series II, hereby absolutely, unconditionally and irrevocably undertakes to the Beneficiaries, the due and prompt performance of all the present and future obligations, as contained in the Transaction Documents, in relation to the repayment of the lease rentals of the Series II to the Sukukholders.

- **Irrevocable Standing Payment Orders (“ISPOs”)** – The Sukuk issuance is supported by the unconditional and legally binding support provided by the issuance of an ISPO authorising monthly deductions from FHFL’s account with the Central Bank of Nigeria over seven years (backed by ISPOs from Akwa-Ibom, Gombe, Niger, Kebbi and Yobe) into a designated sinking fund account to be managed by the Delegate Trustees to meet the Sukuk repayment obligations as and when due.

- **Agreements with States - A summary of the agreements are presented below:**

State	Amount (NGN)	Tenor (years)	Rental Rate	Security
Akwa-Ibom	5,000,000,000	8 years	9%	ISPO
Gombe	5,000,000,000	8 years	9%	ISPO
Niger	1,880,162,619	10 years	9%	ISPO
Kebbi	3,990,426,752	8 years	9%	ISPO
Yobe (II)	5,000,000,000	8 years	9%	ISPO

11.20. Declarations

Except as otherwise stated in this Pricing Supplement:

- a. No director or key management personnel have been involved in a petition under bankruptcy or insolvency laws filed (and not struck out)
- b. No director or key management personnel has obtained a conviction in a criminal proceeding or has been named subject of pending criminal proceedings relating to fraud or dishonesty
- c. No director or key management personnel has been the subject of any order, judgement or ruling of any court or competent jurisdiction or regulatory body relating to fraud or dishonesty limiting their capabilities to act as a director or employee of a financial institution and engaging in any type of business practice or activity

12. USE OF PROCEEDS

The proceeds of the issue will be deployed by the Sponsor to build more houses as indicated below:

Project Name	Location	Units	Distribution of Units	Amount (mn)	Project Description
Kebbi State Government	Kebbi	620	400 Nos 2 Bedroom Detached Bungalow 220 Nos 3 Bedroom Detached Bungalow	3,990,426,752.24	The project is for the development of 620 units in Birnin Kebbi through a State identified developer. FHF has secured an ISPO, and these payments will be applied to servicing the Sukuk obligations.
Abia State Government	Abia	600	50 Nos 1 Bedroom Semi-detached Bungalow 250 Nos 2 Bedroom Semi-detached Bungalow 300 Nos 3 Bedroom Semi-detached Bungalow	2,051,756,620.76	The project is for the development of 600 units in Umuahia through a State identified developer. The State is currently processing the ISPO, disbursements will not be made until receipt.
Enugu State Housing Development Corporation	Enugu	250	128 Nos 2 Bedroom Semi-detached Bungalow 122 Nos 3 Bedroom Semi-detached Bungalow	1,646,157,111.18	The State Government through the State Housing Development Corporation has proposed the development of 250 units in Agbani, Enugu State. The facility will be secured by a Repayment Guarantee from a Bank ² , disbursements will not be made until receipt of same and conditions precedents to disbursement.
Gombe State Government	Gombe	600	300 Nos 2 Bedroom Detached Bungalow 700 Nos 3 Bedroom Detached Bungalow	5,000,000,000.00	The project is for the development of 600 units in Gombe through a State identified developer. FHF has secured an ISPO, and these payments will be applied to servicing the Sukuk obligations.
Kano State Government	Kano	500	192 Nos 2 Bedroom Semi-detached Bungalow 308 Nos 3 Bedroom Semi-detached Bungalow	3,811,659,515.82	The State Government through the State Housing Corporation has proposed the development of 500 units across 7 local government areas within the State. The facility will be secured by a Repayment Guarantee from a Bank ³ , disbursements will not be made until receipt of same and conditions precedents to disbursement.
Kogi State Government	Kogi	400	150 Nos 2 Bedroom Semi-detached Bungalow 250 Nos 3 Bedroom Semi-detached Bungalow	3,500,000,000.00	The project is for the development of 400 units in Lokoja, Kogi through a State identified developer. The State is currently processing the ISPO, disbursements will not be made until receipt.
		2970		20,000,000,000.00	

The Sukuk investors will receive rentals based on their entire investment; that is, based on ₦20,000,000,000.00. The net proceeds of ₦19,732,741,750.00 represents the total proceeds less the cost of issuance which will be borne by the Sponsor (and will be deducted from the gross proceeds as required by SEC regulations).

² Process for obtaining the Bank Guarantee is on-going

³as provided by First City Monument Bank on March 28, 2022

13. RENTAL PAYMENT SCHEDULE

Period	Rental Payment Dates	Semi-annual Rental Payment (A'000)	Principal Repayments Payment (A'000)	Total Repayments Payment (A'000)
Payment 1	19-03-2023	1,400,000,000.00	886,898,772.40	2,286,898,772.40
Payment 2	19-09-2023	1,337,917,085.93	948,981,686.47	2,286,898,772.40
Payment 3	19-03-2024	1,271,488,367.88	1,015,410,404.52	2,286,898,772.40
Payment 4	19-09-2024	1,200,409,639.56	1,086,489,132.84	2,286,898,772.40
Payment 5	19-03-2025	1,124,355,400.26	1,162,543,372.14	2,286,898,772.40
Payment 6	19-09-2025	1,042,977,364.22	1,243,921,408.18	2,286,898,772.40
Payment 7	19-03-2026	955,902,865.64	1,330,995,906.76	2,286,898,772.40
Payment 8	19-09-2026	862,733,152.17	1,424,165,620.23	2,286,898,772.40
Payment 9	19-03-2027	763,041,558.75	1,523,857,213.65	2,286,898,772.40
Payment 10	19-09-2027	656,371,553.80	1,630,527,218.60	2,286,898,772.40
Payment 11	19-03-2028	542,234,648.50	1,744,664,123.90	2,286,898,772.40
Payment 12	19-09-2028	420,108,159.82	1,866,790,612.58	2,286,898,772.40
Payment 13	19-03-2029	289,432,816.94	1,997,465,955.46	2,286,898,772.40
Payment 14	19-09-2029	149,610,200.06	2,137,288,572.34	2,286,898,772.40
TOTAL		12,016,582,813.53	20,000,000,000.00	32,016,582,813.56

14. AUDITOR'S CONFIRMATION OF GOING CONCERN STATUS



Ernst & Young
10th Floor
UBA House
57, Marina
P. O. Box 2442, Marina
Lagos

Tel: +234 (01) 631 4500
Fax: +234 (01) 436 0481
Email: Services@ng.ey.com
www.ey.com

May 23, 2022

The Managing Director,
Family Homes Funds Limited
3rd Floor, Sinoki House
Central Business District
Abuja

The Managing Director
Chapel Hill Denham Advisory Limited
1st Floor, 45 Saka Tinubu Street
Victoria Island
Lagos

The Chief Executive Officer
Credent Capital & Advisory Limited
5 Amazon River Close
Off Amazon Street
Maitama, Abuja

The Chief Executive Officer
Greenwich Trust Limited
1698A Oyin Jolayemi Street
Victoria Island
Lagos

Dear Sir,

CONFIRMATION OF GOING CONCERN OF FAMILY HOMES FUNDS LIMITED

Family Homes Funds Limited ("the Sponsor") is in the process of seeking registration of its proposed ₦20 billion Series II Sukuk Issuance by the Securities and Exchange Commission ("SEC").

We have audited the financial statements of the Sponsor for the year ended 31 December 2021 which were prepared in accordance with International Financial Reporting Standards (IFRS) and in the manner required by the Companies and Allied Matters Act, 2020 and the Financial Reporting Council of Nigeria Act, 2011.

Based on our audit of the financial statements of Family Homes Funds Limited for the year ended 31 December 2021, nothing has come to our attention as at the date of issuance of our audit opinion that causes us to believe that the Sponsor will not continue in operation as a going concern within the next 12 months from the date of the audit report, and therefore consider it appropriate that the Directors of the Sponsor have prepared the financial statements for the year ended 31 December 2021 on a going concern basis.

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

Yours faithfully,
For: Ernst & Young

Funmi Ogunlowo
Partner

15. DIRECTOR'S CONFIRMATION OF GOING CONCERN STATUS



April 26, 2022

The Managing Director
Chapel Hill Denham Advisory Limited
1st Floor, 45 Saka Tinubu Street
Victoria Island
Lagos

The Chief Executive Officer
Credent Capital & Advisory Limited
5 Amazon River Close
Off Amazon Street
Maitama, Abuja

The Chief Executive Officer
Greenwich Trust Limited
1698A Oyin Jolayemi Street
Victoria Island
Lagos

Dear Sir,

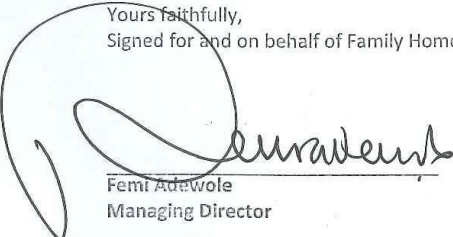
CONFIRMATION OF GOING CONCERN OF FAMILY HOMES FUNDS LIMITED

Family Homes Funds Limited ("the Sponsor") has incorporated Family Homes Sukuk Issuance Program Plc ("the Issuer") in respect of the registration of the proposed Series 2 ₦20 Billion Issuance by the Securities and Exchange Commission.

Based on our review of the financial statements of the Sponsor for the period ended 31st December 2021, we have reasonable expectation that the Sponsor has the capacity 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 regulation of the Securities and Exchange Commission.

Yours faithfully,
Signed for and on behalf of Family Homes Funds Limited



Femi Adewole
Managing Director



Franklin Eseagwu
Company Secretary

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Abuja, Nigeria

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16. EXTRACT FROM REPORTING ACCOUNTANT'S REPORT

**Muhtari
Dangana & Co.**
CHARTERED ACCOUNTANTS



**ACCOUNTANT'S REPORT ON THE FINANCIAL STATEMENTS OF FAMILY HOMES FUNDS LIMITED
FOR THE FIVE (5) YEARS ENDED 31 DECEMBER 2021, 2020, 2019, 2018 AND 2017**

Report on the Financial Statements

We have reviewed the annual financial statements of Family Homes Funds Limited which, comprise the statement of financial position as at 31 December 2021, 2020, 2019, 2018, and 2017, the statements of profit or loss and other comprehensive income, statements of changes in equity and statement of cash flows for the years then ended, and a summary of significant accounting policies and other explanatory information.

Directors' Responsibility for the Financial Statements

The Company's directors are responsible for the preparation and fair presentation of these financial statements in accordance with the applicable financial reporting framework and for such internal control as the directors determine is necessary to enhance the preparation of the financial statements that are free from material misstatement, whether due to fraud or error.

Independent Reviewer's Responsibility

Our responsibility is to express a conclusion on the annual financial statements based on our review. We conducted our review in accordance with International Standard on Review Engagements (ISRE) 2400: *Engagements to Review Financial Statements*. ISRE 2400 requires us to conclude whether anything has come to our attention that causes us to believe that the financial statements, taken as a whole, are 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 statements in accordance with ISRE 2400 consists primarily of making inquiries of management and others within the entity involved in financial and accounting matters, applying analytical procedures, and evaluating the sufficiency and appropriateness of evidence obtained. A review also requires performance of additional procedures when the practitioner becomes aware of matters that cause the practitioner to believe the financial statements as a whole may be materially misstated.


The procedures performed in a review engagement are substantially less than those in an audit conducted in accordance with International Standards on Auditing. Accordingly, we do not express an audit opinion on these financial statements. We believe that the evidence we obtained in our review is sufficient and appropriate to provide a basis for our conclusion.

The Company's auditors expressed unqualified opinion on the financial statements for the years ended 31 December 2021, 2020, 2019, 2018 and 2017. Ernst & Young were the auditors of the Company for the same five (5) financial years ended 31 December 2021, 2020, 2019, 2018 and 2017.

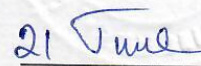
Conclusion

Based on our review, nothing has come to our attention that causes us to believe that the financial statements do not present fairly, in all material respects, the financial position of Family Homes Funds Limited as at 31 December 2021, 2020, 2019, 2018 and 2017, its statement of profit or loss and other comprehensive income, statement of changes in equity and statement of cash flows for each of the year then ended, in accordance with applicable financial reporting framework.

This report is solely for the use of the Directors of Family Homes Funds Limited and other relevant parties. No part of this report may be quoted or circularised outside these parties without the prior written approval of Muhtari Dangana & Co.


Abel Atalor
FRC/2013/ICAN/00000001141
For: MUHTARI DANGANA & CO.
(Chartered Accountants)
Abuja, Nigeria



 2022

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17. APPENDIX I – EXTRACT OF THE ISSUE RATINGS REPORT



PRIVATE RATING NOTIFICATION

GCR assigns a long-term national scale rating of BBB+(NG)(IR) to Family Homes' N20bn Series 2 Ijarah Lease Sukuk

Rating Action

Lagos, Nigeria, 25 March 2022 – GCR Ratings ("GCR") has assigned a national scale long term national scale issue rating of BBB+(NG)(IR) to Family Homes Sukuk Issuance Program Plc's N20bn Series 2 Ijarah Lease Sukuk. The indicative rating will expire on the sooner of 30 September 2022 or the issuance date of the Bonds.

Rated Entity / Issue	Rating class	Rating scale	Rating	Outlook / Watch
N20bn Series 2 Ijarah Lease Sukuk	Long Term Issue	National	BBB+(NG)(IR)*	Stable Outlook

*IR stands for Indicative Rating

Rating Rationale

Family Homes Sukuk Issuance Program Plc ("The Issuer"), was established in 2020 for the purpose of raising finance for Family Homes Funds Limited ("FHFL" or "the Sponsor"). The Issuer registered a N30bn Sukuk Issuance Programme ("the Programme") with the Securities and Exchange Commission in 2021, and subsequently raised N10bn in the Series 1 Ijarah Lease Sukuk issuance. The Issuer plans to raise the sum of N20bn under the current Series 2 Ijarah Lease Sukuk ("Series 2") issuance.

The Series 2 sukuk will constitute direct, unsecured, senior, and unconditional obligations of the Issuer and shall rank pari-pasu among themselves and equally with other existing senior obligations of the Issuer. In turn, the Sponsor has committed to guarantee the full repayment of the sukuk obligations. The proposed tenor of the sukuk will be seven years, to mature in 2029, with a fixed rental rate which will be amortised from the first due date, and payable semi-annually. The fund is to finance and develop affordable homes to low-income households.

In September 2021, GCR affirmed the Sponsor's national scale long-term and short-term ratings of BBB+(NG) and A2(NG) respectively, with the Outlook accorded as Stable. The ratings were underpinned by the Sponsor's strong capitalisation, solid funding and liquidity profile, and moderate credit risk exposures. Although, its competitive position and track record were considered limited. FHFL is a public purpose institution, owned by Nigeria Sovereign Investment Authority and Ministry of Finance Incorporated. The company was set up as part of the Federal Government's social intervention programme to promote affordable housing in Nigeria. Current activities are centered around real estate developments and financing.

FHFL has issued an irrevocable standing payment order, authorising monthly deductions from its account with the Central Bank of Nigeria over the tenor of the sukuk, payable into a sinking fund account to be managed by the Trustee towards the sukuk repayment obligations as and when due. Given that FHFL offers timely and full coverage of all payments due to the Sukuk-holders, the Sukuk Issue bears the same default risk as its Sponsor and would reflect similar recovery prospects to its senior unsecured creditors in the event of default.

18. APPENDIX II – EXTRACT OF THE SPONSOR RATINGS REPORT



Credit Rating Announcement

GCR affirms Family Homes Funds Limited's Long Term Issuer rating of BBB+(NG), Stable Outlook.

Rating Action

Lagos, Nigeria, 16 September 2021 – GCR Ratings ("GCR") has affirmed the national scale long-term and short-term Issuer ratings of BBB+(NG) and A2(NG) respectively accorded to Family Homes Funds Limited, with the Outlook accorded as Stable.

Rated Entity / Issue	Rating class	Rating scale	Rating	Outlook / Watch
Family Homes Funds Limited	Long Term Issuer	National	BBB+(NG)	Stable Outlook
	Short Term Issuer	National	A2(NG)	

Rating Rationale

The ratings are underpinned by Family Homes Funds Limited's ("FHF" or "the Company") strong capitalisation, solid funding and liquidity profile, and moderate credit risk. These rating strengths are, however, counterbalanced by a weak competitive position given its limited scale and track record.

FHF is a public purpose institution, owned by Nigeria Sovereign Investment Authority and Ministry of Finance Incorporated, with 49% and 51% stakes respectively. The Company was set up specifically as part of the Federal Government's Social Intervention Programme to promote affordable housing in Nigeria. While the Company started-off as a real estate developer, focus has recently shifted to real estate financing (lending), providing funds for the construction of housing units in addition to its development activities in order to achieve scale and meet its mandate.

FHF's competitive position is considered low given its limited track record and scale, having only operated for barely four years, with weak franchise within the Nigerian homes financing market. Reflective of the change in its operating model, interest income now dominates earnings with less reliance on FGN securities related income. However, limited funding sources has constrained ability to scale up lending and achieve set targets.

Capital and leverage is considered a key rating strength for FHF. Operations have historically been funded by Federal Government grants amounting to N65bn at FY20, which have been committed to lending, marketable securities and real estate properties. In July 2021, the Company successfully raised N10bn in Series 1 Sukuk Issue under its N30bn Sukuk Issuance Programme through a special purpose vehicle, Family Homes Sukuk Issuance Programme Plc. The Sukuk net proceeds is to be utilised to support business operations. Based on GCR's computation, FHF's leverage ratio is considered exceptionally strong (averaging 90% over the years) and is expected to remain solid over the outlook period. However, the Company has yet to generate sufficient internal cash flows to enhance funding flexibility.

Risk is a neutral factor to the ratings. FHF's credit risk exposure is considered moderate, with total gross loans representing only 59% of total asset at FY20. The loans are mostly to State governments and are secured by Irrevocable Standing Payment Order as first line charge on the states' statutory allocations, thus enhancing asset quality. While the Company's ability to effectively manage its credit risk has yet to be tested given the limited track record in lending, GCR expects asset quality to remain stable in the short-term. Nevertheless, the position could weaken in the coming years as FHF increases appetite towards lending to the private sectors.

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19. APPENDIX III - EXTRACT FROM SERIES II TRUST DEED

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

EXTRACT FROM SERIES II TRUST DEED

5. THE SUKUK CERTIFICATE

- 5.1. The Issuer shall issue and offer the Sukuk in an aggregate nominal investment amount of up to ₦20,000,000,000 (Twenty Billion Naira) only. The minimum investment amount shall be ₦10,000,000.00 (Ten Million Naira) only i.e. 10,000 units at ₦1,000.00 per unit; and multiples of ₦1,000,000.00 (One Million Naira) thereafter.
- 5.2. Each Sukuk Certificate represents an undivided ownership interest in the Trust Assets and will rank pari passu, without any preference, with the other Certificates.
- 5.3. Each Sukuk Certificate represents a limited recourse obligation of the Issuer and Delegate Trustees.
- 5.4. Each Sukuk Certificate shall be issued by way of an offer for subscription through the Issuer.
- 5.5. The Sukuk Certificates shall be issued only as fully paid.
- 5.6. All the terms and conditions contained in the Conditions shall be applicable to each Sukuk Certificate issued under this Deed.
- 5.7. The Sukuk Certificates shall be issued in uncertificated (dematerialized, electronic, or book-entry) form and registered in the Register with copies of the certificates certified by the Registrar sent to the Issuer and Sponsor for their records. The Issuer and Sponsor shall also be updated on any changes in the Register by the Registrar.
- 5.8. Each Sukuk Certificate shall be registered with a separate securities identification code with the CSD or any other organisation that may be appointed for that purpose.
- 5.9. Upon allotment, the Sukukholders will receive an E-allotment statement issued by the Registrar/CSD confirming the Sukukholder's aggregate interests in the Lease Asset. In the case of joint Sukukholders, the joint Sukukholders shall be entitled to only one E-allotment statement for Sukuk Certificates held jointly by them. Such a statement shall be issued in the names of the joint Sukukholders and the delivery of a statement to one of the joint Sukukholders shall be sufficient delivery to all such Sukukholders.
- 5.10. Statements issued by the Registrar/CSD as to the aggregate value of the Sukuk Certificates standing to the credit of any Sukukholder shall be conclusive and binding for all purposes save in the case of manifest error and such person (or his/her legal representatives) shall be treated by the Issuer, the Delegate Trustees and the Registrar/CSD as the legal owner of the Sukuk for all purposes.
- 5.11. The Sukukholders (or his/her legal representatives) shown in the Register are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of this Deed.

6. TITLE

- 6.1 The registered Holder of any Sukuk Certificate will (except as otherwise required by law) be treated as the absolute owner of the Sukuk represented by the Sukuk Certificate for all purposes (whether or not any payment thereon is overdue and regardless of any notice of ownership, trust or any interest or any writing on, or the theft or loss of, the Sukuk Certificate) and no person will be liable for so treating the Holder of any Sukuk Certificate. The registered Holder of a Sukuk Certificate will be recognized by the Trustees as entitled to his Sukuk Certificate free from any equity, set-off, or counterclaim on the part of the Issuer against the original or any intermediate Holder of such Sukuk Certificate.

9. TRANSFER OF SUKUK CERTIFICATES

- 9.1. Transfer of the Sukuk Certificates, which will be issued in uncertificated form, shall be effected in accordance with the rules governing the transfer of title in securities held by the CSD and/or any Exchange upon which the Sukuk Certificate is listed.
- 9.2. No Sukukholder may require the transfer of a Sukuk Certificate to be registered during 10 (Ten) days ending on (and including) the due date for any payment of the Periodic Distribution Amount (as stated in Clause 20.2 of this Trust Deed).
- 9.3. Registration of any transfer of the Sukuk will be effected without charge by or on behalf of the Issuer or the Registrar but upon payment (or the giving of such indemnity as the Issuer or the Registrar may reasonably require) by the transferee in respect of charges which may be imposed by the CSD in relation to such transfer.

10. LIMITED RECOURSE

10. 1. The Sukuk does not represent any interest in or obligation of any other asset of the Issuer, the Delegated Trustees, the Originator, the Paying Agent, or their respective affiliates. Accordingly, the Sukukholders, by subscribing for or acquiring the Sukuk, acknowledge that they will have no recourse to any other assets of the Issuer or Delegate Trustees other than the Trust Assets.
10. 2. Family Homes Funds Limited in its capacity as the Obligor and the Lessee is obliged to make certain payments under the Transaction Documents to the Issuer. The Delegate Trustees, as agents of the Issuer in the event of default by the Obligor as provided under the transaction documents, will have direct recourse against the Trust Assets to recover such payments. Where the net proceeds of realization of, or enforcement of, the Trust Assets may not be sufficient to make all payments due in respect of the Sukuk, or if following the distribution of such proceeds, there remains a shortfall in payments due under the Sukuk, subject to paragraph 11 of the Conditions, no Sukukholder will have any claim against the Issuer (to the extent that the Trust Assets have been exhausted); the Obligor, the Lessee or the Delegate Trustees (to the extent that each fulfils all of its obligations under the Transaction Documents to which it is a party) or against any assets (other than the Trust Assets to the extent not exhausted) in respect of such shortfall, and any unsatisfied claims of the Sukukholders shall be extinguished. The Issuer, the Delegate Trustees and the Sukukholders shall only be entitled to deal with the Trust Assets as expressly permitted by the Transaction Documents, and the Terms and Conditions, and the sole right of the Delegate Trustees and, subject to paragraph 11 of the Conditions, the Sukukholders against the Lessee or the Obligor shall be to enforce their obligations over the Trust Asset in their respective capacities under the Transaction Documents.

11. AGREEMENT OF SUKUKHOLDER

- 11.1 By purchasing the Sukuk Certificates, each Sukukholder is deemed to have agreed that notwithstanding anything to the contrary contained in the Deed, the Conditions, or any Transaction Document that:
- a. no payment of any amount whatsoever shall be made by or due on the Sukuk Certificates, except the Trust Assets;
 - b. all payments due under the Sukuk Certificates shall be made by the Paying Agent as a direct obligation of the Issuer, from the proceeds of the Trust Assets, in accordance with paragraph 4.2 of the Conditions;
 - c. no recourse shall be held to the Delegate Trustees for the payment of any amount owing hereunder or under any Transaction Document, whether for the payment of any fee or other amount hereunder or any other obligation or claim arising out of or based upon the Transaction Documents, against any of the Issuer, the Delegate Trustees or the Obligor (to the extent that the Trust Assets have been exhausted following which all obligations of the Issuer, the Delegate Trustees and the Obligor shall be extinguished); and
 - d. it will not institute, or join any other person in instituting, against the Issuer, the Obligor or the Delegate Trustees, any bankruptcy, reorganization, arrangement or liquidation proceedings or other similar proceedings under any bankruptcy or similar law.

12. RIGHTS OF SUKUKHOLDERS

- 12.1 Each Sukukholder shall have an indivisible ownership interest in the Trust Assets and no Sukuk Certificate shall confer any interest or share in a particular part of the Trust Assets. No Sukukholder shall have a right to call for any partition or division of any portion of the Trust Assets by virtue of his/its ownership interest in the Trust Assets.
- 12.2 The Sukukholders shall not have any right against the Delegate Trustees in respect of their investments except such rights as are expressly conferred upon them by this Deed, the Conditions, or by any law, subsidiary legislation, regulation or any order of a court.
- 12.3 A Sukukholder shall have the right proportionate to the number of his/its ownership interests in the Trust Assets.
- 12.4 Only persons who have been duly registered in the Register maintained by the Registrar as Sukukholders shall have the right to be recognized as such.
- 12.5 A Sukukholder shall have the right to pledge, charge, mortgage, or otherwise offer his Sukuk Certificate as security for a debt, a financing or an obligation and in any such case, the Sukukholder shall notify the Delegate Trustees, the Registrar and the CSD, in writing, of the pledge, charge, mortgage or obligation.

13. FUNCTIONS OF THE DELEGATE TRUSTEES

- 13.1 The Delegate Trustees will, inter alia, in relation to the Sukuk Certificates:
- a. ensure that the Trust Assets are ascertainable and the beneficial title to all the Trust Assets is vested in the Issuer;

- b. ensure the timely payment of the Periodic Distribution Amount and/or the Dissolution Distribution Amount to Sukukholders;
- c. enforce the Trust Assets;
- d. ensure the collection and distribution of the proceeds of the Trust Assets in accordance with the terms of this Deed and the Conditions;
- e. distribute the proceeds of any enforcement of the Trust Assets;
- f. take such other steps as are reasonably necessary to ensure that the Sukukholders receive the distributions to be made to them in accordance with the Transaction Documents and the Terms and Conditions;
- g. ensure the proper administration and management of the Issuer;
- h. ensure that the FHFL effectively performs its duties as a Service Agent to manage the entire affairs of the asset under the Service Agency Agreement; and
- i. do all such things that are incidental to their powers and functions under this Deed.

14. POWERS OF THE DELEGATE TRUSTEES

14.1 Without prejudice to the powers vested in the Delegate Trustees by this Deed or otherwise, the Delegate Trustees will have the following powers:

- a. to enter into and execute all contracts, deeds and documents and do all acts, matters or things which it may deem expedient for giving effect to and carrying out the trusts, authorities, powers and discretions conferred upon the Issuer and/or Delegate Trustees by this Deed, provided that where a cumulative expense exceeding ₦1,000,000.00 (One Million Naira) in a calendar year would be incurred, the pre-agreed consent of the Originator shall be sought;
- b. to appoint, at its discretion, remove or suspend consultants, agents, servants and other delegates, and to determine the powers and duties to be delegated to them and to pay such remuneration to them as it may think fit, subject to agreeing on such remuneration with the Originator;
- c. to institute, conduct, defend, compound or abandon any legal proceeding concerning the affairs of the Trust and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Trust;
- d. to settle or compromise any claim or demand by or against the Trust, and to refer any claim or demand by or against the Trust to arbitration and observe and carry out any actions required of them as Delegate Trustees;
- e. to make and give receipts, releases and other discharges for money payable to the Trust and for the claims and demands of the Trust;
- f. to ensure proper written financial records in respect of the activities of the Issuer are maintained and cause those records to be audited and filed as may be required by any statute or regulation unless an express exception from these obligations, is issued by a competent authority, in favour of the Issuer; and
- g. to determine who shall be entitled to sign on the Issuer's behalf receipts, acceptances, endorsements, releases, contracts and documents.

15. ISSUER'S COVENANTS

The Issuer, in its capacity as trustee under this Deed hereby covenants that it shall not:

- a. do anything or carry out any activity not expressly permitted by its memorandum and articles of association;
- b. redeem or purchase any of its shares or pay any dividend or make any other distribution to its shareholders (excluding, for the avoidance of doubt, any consideration payable by the Issuer to the FHFL as contemplated by the Transaction Documents and/or the Terms and Conditions);

- c. use the proceeds of the issue of the Sukuk for any purpose other than as stated in the Transaction Documents;
- d. put to its directors or shareholders any resolution for, or appoint any liquidator for, its winding-up or any resolution for the commencement of any other bankruptcy or insolvency proceeding with respect to it;
- e. enter into any contract, transaction, amendment, obligation or liability that may be detrimental to the interest of the Sukukholders;
- f. co-mingle the Trust Assets with its assets or any other assets which it holds in trust for any person other than the Sukukholders;
- g. incur any indebtedness whatsoever, or give any guarantee in respect of any obligation of any person or issue any securities (or rights, warrants or options) except, in all cases, as contemplated in the Transaction Documents;
- h. secure any of its present or future indebtedness for borrowed money by any lien, pledge, charge or other security interest with the Trust Assets; or
- i. sell, lease, transfer, assign, participate, exchange or otherwise dispose of, or pledge, mortgage, hypothecate or otherwise encumber (by security interest, a lien (statutory or otherwise), preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever or otherwise) (or permit such to occur or suffer such to exist), any part of (i) its title to the Trust Assets or any interest therein except pursuant to the Transaction Documents or (ii) its interests in any of the other Trust Assets except pursuant to the Transaction Documents.

16. DELEGATE TRUSTEES' COVENANT

16.1 With respect to the Trust Assets, the Delegate Trustees covenant that, as long as the Sukuk are outstanding, they shall not:

- a. co-mingle the Trust Assets with their assets or any other assets but shall ensure that the Trust Assets are separately identified and segregated in their records and accounts and from other investments held for the benefit of any other party or themselves;
- b. incur any indebtedness in any form whatsoever, or give any guarantee in respect of any obligation of any person or issue any securities (or rights, warrants or options) except, in all cases, as contemplated in the Transaction Documents;
- c. secure any of their present or future indebtedness for borrowed money by any lien, pledge, charge or other security interest with the Trust Assets;
- d. sell, lease, transfer, assign, participate, exchange or otherwise dispose of, or pledge, mortgage, hypothecate or otherwise encumber (by security interest, a lien (statutory or otherwise), preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever or otherwise) (or permit such to occur or suffer such to exist), any part of (i) the Issuer's title to the Trust Assets or any interest therein except pursuant to the Transaction Documents; or (ii) the Issuer's interests in any of the other Trust Assets except pursuant to the Transaction Documents;
- e. use the proceeds of the issue of the Sukuk for any purpose other than as contemplated in the Transaction Documents; and
- f. amend or agree to any amendment of any Transaction Document and/or the Terms and Conditions in a manner which is prejudicial to the rights of the Sukukholders.

16.2. With respect to the Trust Assets, the Delegate Trustees covenant that as long as the Sukuk are outstanding, they shall:

- a. act with diligence and prudence in the administration of the Trust;

- b. observe the utmost good faith in any transaction carried out on behalf of the Sukukholders; and
- c. avoid any conflict of interest with those of the Sukukholders.

16.3 The Delegate Trustee hereby covenants to:

- a. ensure that the Registrar pays all amounts due under any Transaction Document to the relevant beneficiary in accordance with the terms laid out in the Transaction Documents; and
- b. ensure that the Registrar pays all monies due to the Sukukholders as at when due and be directly liable to the Sukukholders and the Delegate Trustees for the payments due to the Sukukholders.

17. FHFL'S COVENANTS

17.1 The Originator, in its capacity as a shareholder of the Issuer, covenants that:

- a. it shall ensure that the Delegate Trustees shall be entitled to appoint a majority of the directors on the Issuer's Board of Directors; and
- b. it shall exercise all voting rights and other powers of control available to it as a shareholder of the Issuer to ensure that the Issuer shall not perform or undertake to perform any of the following acts unless the prior approval in writing of the Delegate Trustees has been obtained:
 - i. a change of the company's name;
 - ii. any alteration of the memorandum of association with respect to the business or objects of the company;
 - iii. any alteration of the articles of association;
 - iv. the re-registration of the company from a public to a private company;
 - v. any reduction of the company's share capital;
 - vi. any variation of rights attaching to any class of shares;
 - vii. the winding-up by the court at the instance of the company;
 - viii. the voluntary winding up of the company;
 - ix. any purchase by the company of any of its shares;
 - x. the approval by the company of any financial assistance for the purchase of any of its shares;
 - xi. the approval of an arrangement on sale of the Issuer's property during a members' voluntary winding up;
 - xii. any provision for reserve liability capital;
 - xiii. the payment of any dividend;
 - xiv. the incorporation of any subsidiary of the Issuer;
 - xv. the transfer of any material assets of the Issuer;
 - xvi. any decision to enter into a merger with another entity;
 - xvii. an application for judicial pre-insolvency hearings; and
 - xviii. any decision to list the Issuer on any recognized publicly traded stock exchange.

17.2 The Obligor hereby covenants to:

- a. enter into the Ijarah (Lease) Agreement and all other Transaction Documents, to which it is a Party, and perform all of its covenants, duties and obligations under such Transaction Documents; and
- b. pay the rental under the Ijarah (Lease) Agreement and the Purchase Price under the Purchase Undertaking.

18. INDEMNITIES, RIGHTS AND DISCRETION OF DELEGATE TRUSTEES

Without prejudice to any indemnity allowed by law or elsewhere herein given to the Delegate Trustees, the following provisions shall apply:

- a. The Delegate Trustees shall not be responsible for the authenticity of any transfer of a Sukuk Certificate by any Sukukholder to another party.
- b. The Delegate Trustees shall not incur any liability to the Sukukholders for doing or failing to do any act or thing which, by reason of any provision of any present or future law or regulation made pursuant thereto or of any decree order or judgment of any court or by action (whether of binding legal effect or not), maybe taken or made by any person or body acting with or purporting to exercise the authority of any government (whether legally or otherwise) where the Delegate Trustees shall be directed or requested to do or perform or to forbear from doing or performing.
- c. The Delegate Trustees shall not be entitled to require that the signature of any Sukukholder or joint Holder to any document required to be signed by him/it under or in connection with this Deed be authenticated to their reasonable satisfaction.
- d. The Delegate Trustees shall not be liable to account to any Sukukholder or otherwise for any payment made or suffered by the Delegate Trustees, the Originator or any person acting under their authority, in good faith nor to any duly-empowered fiscal authority of Nigeria or elsewhere for Taxes arising out of or relating to any transaction of whatsoever nature under these presents notwithstanding that any such payments need not have been made or suffered.
- e. The Delegate Trustees shall, as regards all the powers and discretion vested in them by this Deed, have discretion to the exercise or non-exercise thereof and in the absence of fraud and negligence, the Delegate Trustees shall not in any way be responsible for any loss, costs or damages that may result from the exercise or non-exercise thereof.
- f. The Delegate Trustees may act upon the advice, statement or information obtained from stockbrokers, accountants, lawyers, bankers or other persons believed by the Trustees, in good faith, to be experts in the matters on which they have been consulted, and the Delegate Trustees shall not be liable for anything done or omitted or suffered to be done by them in reliance upon such advice statement or information.
- g. If for any reason it becomes impossible or impracticable to carry out any of the provisions of this Deed, neither of the Delegate Trustees shall be under any liability thereof or thereby. None of the Delegate Trustees shall incur liability for any error of law, in the absence of fraud or negligence, in connection with any matter or thing done or suffered to be done or omitted to be done by them in good faith.
- h. The Delegate Trustees shall not be required to expend or risk their funds or otherwise incur any liability in the performance of their duties or the exercise of their rights or powers as trustees.

19. ENFORCEMENT AND EXERCISE OF RIGHTS

- 19.1. Following the distribution of the proceeds of the Trust Assets in respect of the Sukuk Certificates to the Sukukholders, in accordance with the Conditions and this Deed, the Delegate Trustees shall not be liable for any further sums and, accordingly, the Sukukholders may not take any action against the Delegate Trustees (to the extent that they have fulfilled their obligations under the

Transaction Documents and/or the Terms and Conditions) to recover any such sum in respect of the Sukuk Certificates or the Trust Assets.

- 19.2. Upon the payment of all Rental and the Dissolution Distribution Amount, the obligations of the Issuer in respect of the Sukuk Certificates shall be satisfied and no Holder of the Sukuk Certificates may take any further steps against the Issuer to recover any further sums in respect of the Sukuk Certificates and the right to receive any such sums unpaid shall be extinguished. In particular, no Holder of the Sukuk Certificates shall be entitled in respect thereof to petition or to take any other steps for the winding-up of the Issuer or the Obligor.

22. NOTICES

- 22.1. All notices to Sukukholders will be valid if:
- a. published in at least two (2) daily newspapers with national coverage; or
 - b. emailed to them; or
 - c. sent by registered post to their registered address.
- 22.2. The Delegate Trustees shall also ensure that notices are duly given or published in a manner that complies with the rules and regulations of any Stock Exchange on which the Sukuk Certificates are for the time being listed. Any notice shall be deemed to have been given on the day after being so mailed or on the date of publication or, if so published more than once or on different dates, on the date of the first publication.

26. GOVERNING LAW

- 26.1. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria.
- 26.2. The Parties are satisfied that this Agreement complies with applicable Islamic law of commercial transactions and each Party agrees that it will not seek to challenge the enforceability of this Agreement in the future for reasons of non-compliance with Islamic law principles or non-applicability of Islamic law.

20. APPENDIX IV – LIST OF SPONSOR’S ASSETS

S/N	TITLE/STATUS	DESCRIPTION/TYPE	LOCATION	BOOK VALUE (N)
1	Letter of intent	Land (110 hectares)	Argungu Road at Zauro, Kebbi State	2,200,000,000.00
2	Certificate of Occupancy	Land (38.4 hectares)	Birnin Kebbi, Kebbi State	1,536,000,000.00
3	Certificate of Occupancy	Land (10.76 hectares)	Rano, Kano State	860,400,000.00
4	Certificate of Occupancy	Land (9.88 hectares)	Nassarawa, Kano State	790,424,000.00
5	Certificate of Occupancy	Land (7.43 hectares)	Ajingi, Kano State	594,752,000.00
6	Certificate of Occupancy	Land (6.33 hectares)	Rimin Gado, Kano State	506,032,000.00
7	Certificate of Occupancy	Land (6.26 hectares)	Wudil, Kano State	500,696,000.00
8	Certificate of Occupancy	Land (5.80 hectares)	Tofa, Kano State	464,032,000.00
9	Certificate of Occupancy	Land (5.74 hectares)	Tarauni, Kano State	459,112,000.00
10	Certificate of Occupancy	Land (22.00 hectares)	Argungu, Kebbi State	440,000,000.00
11	Certificate of Occupancy	Land (20.47 hectares)	Jega, Kebbi State	409,400,000.00
12	Certificate of Occupancy	Land (5.06 hectares)	Sumaila, Kano State	405,000,000.00
13	Certificate of Occupancy	Land (20.19 hectares)	Aliero, Kebbi State	403,800,000.00
14	Certificate of Occupancy	Land (19.60 hectares)	Kamba, Kebbi State	392,000,000.00
15	Certificate of Occupancy	Land (4.79 hectares)	Dawakin Kudu, Kano State	383,456,000.00
16	Certificate of Occupancy	Land (4.68 hectares)	Kura, Kano State	374,432,000.00
17	Letter of intent	Land (9.00 hectares)	Along B/Kebbi - Jega, Kebbi State	360,000,000.00
18	Certificate of Occupancy	Land (15.04 hectares)	Lokoja, Kogi State	210,518,000.00
19	Certificate of Occupancy	Land (10.04 hectares)	Kalgo, Kebbi State	200,800,000.00
20	Letter of intent	Land (9.00 hectares)	Kontagora Road at Yauri, Kebbi State	180,000,000.00
21	Letter of intent	Land (9.00 hectares)	Kontagora Road at zuru, Kebbi State	180,000,000.00
22	Certificate of Occupancy	Land (5.58 hectares)	Jega, Kebbi State	111,600,000.00
23	Certificate of Occupancy	Land (4.31 hectares)	Dirindaji sakaba, Kebbi State	86,200,000.00
24	Certificate of Occupancy	Land (5.06 hectares)	Okene, Kogi State	50,600,000.00
25	Certificate of Occupancy	Land (2.00 hectares)	Gwandu, Kebbi State	40,000,000.00

21. APPENDIX V – PROCEDURE FOR APPLICATION AND ALLOTMENT

1. Invitation for Participation

Qualified Investors are hereby invited to participate in the Issue through the Issuer and the Issuing Houses to the Issue (“the Selling Group”).

- a. The Book Building Period will open on Tuesday August 23, 2022 and close on Monday September 5, 2022. Orders must be for a minimum unit of ₦10,000,000 (Ten Million Naira) (i.e. 10,000 units at ₦1,000 per unit) and multiples of NGN 1,000 (One Thousand Naira) thereafter.
- b. The amount indicated on the Commitment Form by a Participant (“Participation Amount”) and the rate within the Price Range indicated in the Commitment Form by a Participant (“Bid Rental Rate”) should be entered in the space provided in the prescribed Commitment Form attached to this Pricing Supplement. Photocopies or scanned copies of the Commitment Form will not be accepted.
- c. By completing the Commitment Form, each Participant hereby agrees that the Order is irrevocable and, to the fullest extent permitted by law, the obligations in respect thereof shall not be capable of rescission or termination by any Participant.
- d. Participants may order the Sukuk at any price within the Price Range subject to the Minimum Participation Amount and the terms and conditions stated on the Commitment Form.
- e. A corporate Participant should affix its official seal in the box provided and state its incorporation (RC) Number or, in the case of a corporate foreign subscriber, its appropriate identification/incorporation number in the jurisdiction in which it is constituted.
- f. Upon the completion and submission of the Commitment Form, the Participant is deemed to have authorised the Issuer and the Issuing Houses/Book Runners to effect the necessary changes in the Prospectus 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.
- g. Participants may not submit an Order on another Commitment Form after the submission of a Commitment Form to a member of the Selling Group. Submission of a second or more Form(s) of Commitment to either the same or to another member of the Selling Group will be treated as multiple applications and will be rejected.
- h. Participants shall have the option to make a maximum of three Orders on a single Commitment Form and such options shall not be considered as multiple applications.
- i. The Commitment Form presents the Participant with the choice to bid for up to three (3) optional Bid Rental Rates within the Price Range and to specify the Participation Amount in each option. The Bid Rental Rates and the Participation Amounts submitted by the Participant in the Commitment Form will be treated as optional demands from the Participant and will not be cumulated.

- j. After determination of the Rental Rate, the maximum Participation Amount specified by a Participant at or below the Clearing Price will be considered for allocation and the rest of the order(s), irrespective of the corresponding Bid Rental on Rate(s), will become automatically invalid.
- k. The Issuer, in consultation with the Book Runners, reserves the right not to proceed with the Issue at any time including after the Book Building Opening Date but before the Allotment Date without assigning any reason therefore but after notification to the SEC.

2. Payment Instructions

Successful Participants should ensure that payment of the Participation Amount is received on the Signing Ceremony Date via the Real Time Gross Settlement (“RTGS”) into the following designated Issue Proceeds Accounts domiciled with the Receiving Banks:

Bank	Account Name	Account No.
Taj Bank	Family Homes Sukuk Issuance Program Plc Sukuk Offer Proceeds Account	0001374981
Jaiz Bank	Family Homes Sukuk Issuance Program Plc Sukuk Offer Proceeds Account	0008610700

3. Allocation/Allotment

- a. On the Pricing Date, the Issuing Houses/Book Runners will analyse the demand generated at various price levels and, in consultation with the Issuer and Sponsor, finalise the Rental Rate and the allocations to each Participant. Allocation Confirmation Notices will be sent to successful Participants thereafter.
- b. The Directors of Family Homes Sukuk Issuance Program Plc and the Issuing Houses/Book Runners reserve the right to accept or reject any application in whole or in part for not complying with the terms and conditions of the Issue.
- c. Upon clearance of the Final Pricing Supplement by the SEC, allotment shall be effected in a dematerialised (uncertificated) form. **Participants are mandatorily required to specify their Bank Verification Number (BVN), CSCS Account Number, the name of their Stockbroking Firm and the Clearing House Number (CHN) in the spaces provided on the Commitment Form.**

4. Bank Account Details

- a. Participants are required to indicate their bank account details in the space provided on the Commitment Form for the purposes of future payments of Rentals and the Principal Amount.
- b. Participants 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 Sukuk.
- c. Failure to provide correct bank account details could result in delays in credit of such payments or the issuance of cheques/warrants which shall be sent by registered post to the specified addresses of the affected investors. The Issuer, the Issuing Houses, the Receiving Bank, the Trustees and the Registrar shall not have any responsibility nor will any of these specified parties undertake any liability for the same.

22. APPENDIX VI – COMMITMENT FORM

FOR ELIGIBLE INVESTORS ONLY



Book Build Period
Opens: August 23, 2022
Closes: September 5, 2022

FAMILY HOMES SUKUK ISSUANCE PROGRAM PLC
RM20,000,000,000 14% Series II: Ijara Lease Sukuk due 2029
(being offered to Qualified Institutional Investors and High Net Worth Individuals)
Under the RM30,000,000,000 Sukuk Issuance Programme

LEAD ISSUING HOUSE



CHAPEL HILL DENHAM
Advisory

RC 1381308

JOINT ISSUING HOUSES



RC 1451741



RC 189502

SHARI'AH ADVISER



RC 1153581

OFFERING BY WAY OF BOOK BUILD

Orders must be made in accordance with the instructions set out in this Pricing Supplement. Investors must carefully follow all instructions as applications which do not comply with the instruction may be rejected. If in any doubt, 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

All Sections of this Form must be completed (as applicable) PLEASE USE BLOCK LETTERS																					
QUALIFIED INVESTOR (PLEASE TICK ✓)	DATE (DD/MM/YYYY)										CONTROL NO. (FOR REGISTRARS' USE ONLY)										
High Net worth Investors			/				/	2	0	2	2										
Fund Managers																					
Pension Fund Administrators	DECLARATION																				
Insurance Companies	<input checked="" type="checkbox"/> I/We hereby confirm that I am/we are eligible persons to participate in this Sukuk Issue in accordance with applicable SEC Rules and Regulations.																				
Investment/Unit Trusts	<input checked="" type="checkbox"/> I/we hereby irrevocably undertake and confirm my/our Order(s) for the Sukuk equivalent to my/our Participation Amount(s) set out below at the Rental Rate to be discovered through the Book Building Process.																				
Market Makers																					
Staff Schemes																					
Trustees/Custodians																					
Resident Corporate Investors																					
Non-Resident Investors	<input checked="" type="checkbox"/> I/We authorise you to enter my/our name on the Register of Holders as holders of the Sukuk that may be allotted to me/us and to register my/our address as given below.																				
Hedge Funds																					

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

Participants have the option to make a maximum of three orders on the Commitment Form. Each option shall be regarded as a separate application and will not be considered as multiple applications. All orders must be for a minimum amount of RM10,000,000 and multiples of RM1,000 thereafter

ORDER 1

PARTICIPATION AMOUNT (MINIMUM AMOUNT OF RM10,000,000 AND IN MULTIPLES OF RM1,000 THEREAFTER)													BID RENTAL RATE	
IN FIGURES	RM													
IN WORDS														

ORDER 2

PARTICIPATION AMOUNT (MINIMUM AMOUNT OF RM10,000,000 AND IN MULTIPLES OF RM1,000 THEREAFTER)													BID RENTAL RATE	
IN FIGURES	RM													
IN WORDS														

ORDER 3

PARTICIPATION AMOUNT (MINIMUM AMOUNT OF RM10,000,000 AND IN MULTIPLES OF RM1,000 THEREAFTER)													BID RENTAL RATE	
IN FIGURES	RM													
IN WORDS														

