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THIS PRICING SUPPLEMENT AND THE SECURITIES, WHICH IT OFFERS, HAVE BEEN REGISTERED BY THE SECURITIES AND EXCHANGE COMMISSION (“SEC” OR THE “COMMISSION”). THE INVESTMENTS AND SECURITIES ACT NO. 29 OF 2007 (AS AMENDED) (THE “ISA” OR THE “ACT”) PROVIDES FOR CIVIL AND CRIMINAL LIABILITIES FOR THE ISSUE OF A PROSPECTUS WHICH CONTAINS FALSE OR MISLEADING INFORMATION. THE REGISTRATION OF THIS PRICING SUPPLEMENT AND THE SECURITIES WHICH IT OFFERS DOES NOT RELIEVE THE PARTIES OF ANY LIABILITY ARISING UNDER THE ACT FOR FALSE OR MISLEADING STATEMENTS OR FOR ANY OMISSION OF A MATERIAL FACT IN THIS PRICING SUPPLEMENT.

INVESTING IN THIS OFFER INVOLVES RISKS. FOR INFORMATION ABOUT CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, SEE “RISK FACTORS” ON PAGES 110-114 OF THE SHELF PROSPECTUS ISSUED IN CONNECTION WITH THE PROGRAMME.

**DANGOTE INDUSTRIES FUNDING PLC (RC 1901506)**  
**(A SPECIAL PURPOSE VEHICLE WHOLLY OWNED BY**  
**DANGOTE INDUSTRIES LIMITED (RC 71242)**  
**OFFER FOR SUBSCRIPTION OF ₦177,119,045,000.00 13.50% SERIES 1 (TRANCHE B) SENIOR UNSECURED BONDS DUE 2032**  
**UNDER THE ₦300,000,000,000 DEBT ISSUANCE PROGRAMME**

**ISSUE PRICE: ₦1,000 PAYABLE IN FULL ON APPLICATION**  
**APPLICATION LIST OPENS: 23 June, 2022**  
**APPLICATION LIST CLOSES: 30 June, 2022**

This Pricing Supplement is prepared pursuant to Rules 279(3)(b) and 321 of the rules and regulations of the SEC, 2013 (as amended), the listing requirements of the FMDQ Securities Exchange Limited (“FMDQ”) and the rules and regulations of Nigerian Exchange Limited (“NGX”) in connection with the issuance of ₦177,119,045,000.00 bonds under the ₦300,000,000,000 debt issuance programme established by Dangote Industries Funding PLC (the “Issuer” or “Company”), a special purpose vehicle wholly owned by Dangote Industries Limited (“DIL” or the “Sponsor”). This Pricing Supplement is supplemental to and should be read in conjunction with the Shelf Prospectus, dated 19 July 2022 as amended and/or supplemented from time to time (the “Shelf Prospectus”) and with all documents which are incorporated therein by reference. Any capitalised terms defined in the Shelf Prospectus have the same meaning when used in this Pricing Supplement except otherwise expressly stated. To the extent that there is any conflict or inconsistency between the contents of this Pricing Supplement and the Shelf Prospectus, the provisions of this Pricing Supplement shall prevail.

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

The Bonds described herein are issued on and are subject to the terms and conditions contained in the Shelf Prospectus as amended and/or supplemented by the terms and conditions contained in this Pricing Supplement. The registration of the Shelf Prospectus and this Pricing Supplement shall not be taken to indicate that the Commission endorses or recommends the securities which form the subject matter hereof or assumes responsibility for the correctness of any statements made or opinions or reports expressed in the Shelf Prospectus or this Pricing Supplement. No securities will be allotted or issued on the basis of the Shelf Prospectus read together with this Pricing Supplement/Supplementary Prospectus later than three years after the date of the issue of the Shelf Prospectus unless the Validity Period (as subsequently defined) is extended by the Commission. **This Pricing Supplement contains particulars in compliance with the requirements of the Commission, the applicable laws and the listing requirements of the relevant securities exchange for the purpose of giving information with regard to the securities being issued hereunder** (the “Series 1 Tranche B Bonds” or “Bonds”). Application has been made to FMDQ and NGX for the admission of the Bonds to the Daily Quotations List and the Daily Official List, respectively. The Bonds also qualify as a security in which trustees may invest under the Trustee Investments Act Chapter T22, Laws of the Federation of Nigeria, 2004.

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

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

**LEAD ISSUING HOUSE**



RC 680774

**JOINT ISSUING HOUSES**



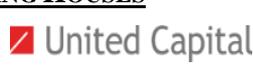
RC 1031358



RC 1297664



RC 485600



RC 444999



RC 440370



RC 207138



RC 189502



RC 446561



RC 13839



RC 1706693



RC 1031371



RC 639491



RC 264978

THIS PRICING SUPPLEMENT IS DATED THE 19<sup>TH</sup> DAY OF JULY 2022

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## DEFINITION OF TERMS

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“Allocation Confirmation Notices”	The notification issued to each Applicant confirming the Bonds allocated to the Applicant following the conclusion of the Book Build and determination of the relevant clearing price
“Allotment”	The issue of Bonds to successful bidders pursuant to this Pricing Supplement
“Allotment Date”	The date on which the Bonds are allotted to successful bidders
“Applicant”	A Qualified Investor who offers to purchase the Bonds and submits Commitment Form(s) to the Book Runner(s)
“Auditors”	Deloitte & Touche
“Bid Coupon Rates”	The coupon rate or price at which an Applicant offers to purchase the Bonds
“Board” or “Directors”	Board of Directors of the Issuer
“Bonds”	The Series 1 (Tranche B) Bonds being issued in accordance with the terms of the Shelf Prospectus and this Pricing Supplement
“Bondholder” or “Holder”	Any registered owner of the Bonds
“Book Runner(s)”	The Issuing House(s) duly appointed by the Issuer to maintain the Book in respect of the Bonds being sold by way of Book Building
“Book Building” or “Book Build”	As defined in SEC Rule 321, a process of price and demand discovery through which a Book Runner seeks to determine the price at which securities should be issued, based on the demand from Qualified Investors
“CSCS”	Central Securities Clearing System, operated by the Central Securities Clearing Systems PLC
“Clearing Price”	The final Coupon Rate for the Bonds agreed among the Issuer and Issuing Houses following the Book Build
“Co-obligors”	Dangote Industries Limited, Dangote Oil Refining Company Limited and Dangote Fertiliser Limited
“Company” or “Issuer”	Dangote Industries Funding PLC
“Conditions” or “Terms and Conditions”	The terms and conditions of the Bonds set out in this Pricing Supplement
“Coupon” or “Coupon Rate”	The interest paid on the Bonds periodically, expressed as 13.50% of the face value of the Bonds
“Coupon Commencement Date”	19 July 2022

“Coupon Payment Date”	19 January and 19 July of each year until the Maturity Date provided that the first coupon payment date shall be 19 January 2023
“Depository”	CSCS and FMDQ Depository Limited
“Daily Official List”	The daily publication of NGX detailing price movements and information on all securities quoted on NGX
“Daily Quotations List”	The daily official publication of FMDQ containing market/model prices and yields, and the values traded on all securities listed and quoted on FMDQ
“DIL” or “Sponsor”	Dangote Industries Limited
“Fixed Rate Bonds”	Bonds in respect of which Coupon is to be calculated and paid on a fixed rate basis
“FMDQ”	FMDQ Securities Exchange Limited
“ISA”	Investments and Securities Act No. 29 of 2007 (as amended)
“Issue”	The issue of the Bonds to Qualified Investors
“Issue Date”	19 July 2022
“Issue Price”	₦1,000
“Issuing Houses”	The Joint Issuing Houses and the Lead Issuing House
“Joint Issuing Houses”	Absa Capital Markets Nigeria Limited, Afrinvest Capital Limited Coronation Merchant Bank Limited, Ecobank Development Company Limited, FBNQuest Merchant Bank Limited, FCMB Capital Markets Limited, Greenwich Merchant Bank Limited, Meristem Capital Limited, Quantum Zenith Capital & Investments Limited, Rand Merchant Bank Nigeria Limited, Stanbic IBTC Capital Limited, United Capital PLC and Vetiva Capital Management Limited
“Lead Issuing House”	Standard Chartered Capital & Advisory Nigeria Limited
“Maturity Date”	19 July 2032
“Minimum Participation Amount”	The amount stated on the Commitment Form.
“Participation Amount”	The amount an Applicant offers for the purchase of the Bonds
“Pricing Supplement”	This supplemental prospectus which contains relevant information relating to the Bonds, including but not limited to, details about the price, amount, issue date and maturity date of the Bonds
“Principal” or “Principal Amount”	The nominal amount of each Bond, as specified in this Pricing Supplement

“Programme”	The ₦300,000,000,000 (Three Hundred Billion Naira) debt issuance programme registered with the SEC by the Issuer as described in the Shelf Prospectus
“Programme Trust Deed”	The Programme Trust Deed entered into by the Issuer and the Trustees dated 19 July 2022
“Qualified Investor”	Qualified Institutional Investor or High Net Worth Investor as defined by the SEC Rules
“Rating Agency”	Global Credit Rating Company Limited
“Record Date”	Fifteen (15) days immediately preceding each Coupon Payment Date during which the Register will be closed
“Red Herring Prospectus”	The preliminary pricing supplement issued by the Issuing Houses to Qualified Investors for the purpose of determining the price and volume of the bonds to be issued
“Register”	The record maintained by the Registrar detailing amongst others, the particulars of Bondholders, nominal amount of Bonds held by each Bondholder and all subsequent transfers and changes in ownership of the Bonds
“Registrar”	Meristem Registrars & Probate Services Limited
“SEC” or “Commission”	Securities and Exchange Commission, Nigeria
“SEC Rules”	The rules and regulations of the SEC, 2013 (as may be amended from time to time)
“Series 1 (Tranche B) Bonds”	The ₦177,119,045,000.00 Series 1 (Tranche B) Bonds issued under the Programme
“Series Trust Deed”	The Deed supplementing or modifying the provisions of the Programme Trust Deed entered into by the Issuer and the Trustees and empowering the Trustees in relation to the issuance of the Bonds
“Shelf Prospectus”	The Shelf Prospectus approved by the SEC and dated 19 July 2022 that the Issuer filed in accordance with the SEC Rules
“Trustees”	ARM Trustees Limited, Coronation Trustees Limited, FBNQuest Trustees Limited, and Quantum Zenith Trustees & Investments Limited
“Validity Period”	A period of three (3) years from the date of the Shelf Prospectus, save as may be extended further to the approval of the SEC

**PARTIES TO THE OFFER**

**Directors and Company Secretary of the Issuer**

**DIRECTORS**

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

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

**COMPANY SECRETARY**

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



**Directors and Company Secretary of the Sponsor**

**DIRECTORS**

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

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

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

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

**Hajia Halima Aliko-Dangote** *[Signature]*  
Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos

**Mr. Mansur Ahmed** *[Signature]*  
Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos

**Dr. Adenike Fajemirokun** *[Signature]*  
Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos

*[Handwritten signature]*  
AMAKA INOFOR  
STANDARD CHARTERED

**AUDIT AND RISK COMMITTEE OF THE SPONSOR**

**Mr. Arnold Ekpe (Chairman)** *[Signature]*  
Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos

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

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

**Dr. Adenike Fajemirokun** *[Signature]*  
Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos

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

Address: Union Marble House, 1, Alfred  
Rewane Road, Falomo, Ikoyi, Lagos

**Mr. Viswanathan Shankar**

*Handwritten signature*  
OLAKUNLE ALAKE

Address: Union Marble House, 1, Alfred  
Rewane Road, Falomo, Ikoyi, Lagos

**Mr. Arnold Ekpe**

*Handwritten signature*  
OLAKUNLE ALAKE

Address: Union Marble House, 1, Alfred  
Rewane Road, Falomo, Ikoyi, Lagos

**Mr. Emmanuel Ikazoboh**

*Handwritten signature*  
OLAKUNLE ALAKE

Address: Union Marble House, 1, Alfred  
Rewane Road, Falomo, Ikoyi, Lagos

**Mr. Abdu Dantata**

*Handwritten signature*  
OLAKUNLE ALAKE

Address: Union Marble House, 1, Alfred Rewane  
Road, Falomo, Ikoyi, Lagos

**PROFESSIONAL PARTIES**

Lead Issuing House:

**Standard Chartered Capital and Advisory Nigeria Limited**  
142 Ahmadu Bello Way  
Victoria Island, Lagos

*[Signature]*  
YEMISI  
DEJI-BESTIDE

Joint Issuing Houses:

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

*[Signature]*  
FUNSO AKERE

**Meristem Capital Limited**  
124 Norman Williams Street  
Ikoyi, Lagos

*[Signature]*  
Sulaiman Adedokun

**Vetiva Capital Management Limited**  
Plot 266B Kofo Abayomi Street  
Victoria Island  
Lagos

*[Signature]*  
OLUWADE OLAEGBE

**Absa Capital Markets Nigeria Limited**  
1, Murtala Muhammed Drive  
Ikoyi, Lagos

*[Signature]*  
ABU

**Afrinvest Capital Limited**  
27 Gerrard Road,  
Ikoyi, Lagos

*[Signature]*  
VICTOR NDUKABUA

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

*[Signature]*  
MMAKHE CHUKWUENKERA

**Ecobank Development Company Limited**  
Ecobank Pan African Centre  
270 B1 Ozumba Mbadiwe Avenue  
Victoria Island  
Lagos

*[Signature]*  
David Remba

**FBNQuest Merchant Bank Limited**  
10, Keffi Street  
Ikoyi  
Lagos

*[Signature]*  
**Taiwo Okeowo**

**FCMB Capital Markets Limited**  
6<sup>th</sup> Floor, First City Plaza  
44 Marina  
Lagos

*[Signature]*  
ABIMBOLA KASIM

**Greenwich Merchant Bank Limited**  
Plot 1698A, Oyin Jolayemi Street

**Quantum Zenith Capital & Investments Limited**  
12th Floor, Plot 2  
Ajose Adeogun Street  
Victoria Island  
Lagos

*[Signature]*  
WONNERI IANOR

**Rand Merchant Bank Nigeria Limited**  
3rd Floor East Tower, Wings Office Complex  
Victoria Island  
Lagos

*[Signature]*  
Asiola Bamwo

**United Capital PLC**  
3<sup>rd</sup> & 4<sup>th</sup> Floor Afriland Towers  
97/105 Broad Street, Lagos Island  
Lagos

*[Signature]*  
LEDIKAFAR

Joint Trustees:

**ARM Trustees Limited**  
1 Mekunwen Road  
Ikoyi  
Lagos

*[Signature]*  
**GOZIE ALOZIEUWA**

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

*[Signature]*

**FBNQuest Trustees Limited**  
10 Keffi Street  
Off Awolowo Road  
Ikoyi  
Lagos

*[Signature]*  
Adekunle Awojobi

**Quantum Zenith Trustees & Investments Limited**  
12th Floor, Plot 2  
Ajose Adeogun Street  
Victoria Island  
Lagos

*[Signature]*  
MARK UKPEKE

Advised by:

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

Solicitors to the Issuer:

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

*[Signature]*  
Adeyemi Mwa-Sadeq

Victoria Island  
Lagos

*BENSON OGUNDEJI*

**Solicitors to the Transaction:**

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

*Salun  
Jatola Salun*

**Receiving Banks:**

**Access Bank Plc**  
14/15 Prince Alaba Oniru Street,  
Victoria Island Lagos, Nigeria

*Rafiq  
Rafiq Dallah*

**FSDH Merchant Bank Limited**  
UAC House, 5th-8th Floor,  
1/5 Odunlami Street,  
Lagos

*TTT  
TAIWO OTITI*

**First Bank of Nigeria Limited**  
35 Marina, Lagos

*Estimote  
Estimote*

**First City Monument Bank Limited**  
Primrose Towers,  
17a, Tinubu Street,  
Lagos

*Augburger Elemide*

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

*TOYAKA ADEMIYUN*

**Standard Chartered Bank Nigeria Limited**  
142 Ahmadu Bello Way  
Victoria Island, Lagos

*SOLA BARAKA*

**United Bank for Africa Plc**  
UBA House,  
57 Marina, Lagos Island  
Lagos

*HEANYE USEI*

**Zenith Bank Plc**  
Plot 84, Ajose Adeogun Street,  
Victoria Island, Lagos

*Adin Ajinwa*

**Registrar:**

**Meristem Registrars & Probate Services Limited**

213 Herbert Macaulay Way,  
Yaba  
Lagos

*Muba*

<http://meristemng.com/>

*Mubo Oloroko*

Email: [info@meristemregistrars.com](mailto:info@meristemregistrars.com)

Telephone number: +234 (1) 280 9250 - 4

**Reporting Accountant:**

**Ernst & Young**  
UBA House  
57 Marina  
Lagos Island  
Lago

*Babayomi Ajayi*

**Auditor:**

**Deloitte & Touche**  
Civic Towers, Plot GA1  
Ozumba Mbadiwe Avenue  
Victoria Island, Lagos

*Onyemchi*

**Rating Agency:**

**Global Credit Rating Company Limited**

17th Floor, New Africa House  
31 Marina  
Lagos

*Subrat Tyida-Farayola*

**Stockbrokers:**

**Meristem Stockbrokers Limited**

124 Norman Williams Street  
Ikoyi, Lagos

*Jabeed Bashir*

## SUMMARY OF THE OFFER

1.	Issuer:	Dangote Industries Funding PLC
2.	Sponsor:	Dangote Industries Limited
3.	Co-obligors	Dangote Industries Limited, Dangote Oil Refining Company Limited, Dangote Fertiliser Limited
4.	Description of the Bond:	10 year 13.50 % fixed rate senior unsecured bonds due 2032
5.	Series Number:	1
6.	Tranche	B
7.	Specified Currency:	Nigerian Naira (“₦”)
8.	Aggregate Nominal Amount:	₦177,119,045,000.00
9.	Issue Price:	At par, ₦1,000 per unit of the Bond
10.	Net proceeds:	₦175,010,905,780.86
11.	Minimum Participation Amount:	<p>Minimum of ₦10,000,000 (i.e. 10,000 units at ₦1,000 per unit) and multiples of ₦1,000 thereafter.</p> <p>Bids below the Minimum Participation Amount will be disregarded unless they form part of a cumulative bid from the same investor that is, in aggregate, greater than the Minimum Participation Amount. Final allotment to respective bidders may be less than the Minimum Participation Amount if bids must be pro-rated for any reason.</p>
12.	Tenor:	10 years
13.	Allotment Date:	30 June 2022
14.	Issue Date:	19 July 2022
15.	Coupon Commencement Date:	Coupon shall accrue from the Issue Date
16.	Maturity Date:	19 July 2032
17.	Coupon Basis:	Semi-annual, fixed rate
18.	Coupon Rate:	13.50% p.a. payable semi-annually in arrears
19.	Principal Redemption Basis:	If not redeemed earlier in accordance with the redemption provisions in Condition 5 (Schedule 1) on pages 15 and 16 of the Series Trust Deed, the Bonds shall be redeemed in full on the Maturity Date
20.	Source of Repayment:	The payment account for the Series 1 (Tranche B) Bonds shall be funded by the Sponsor from its cashflows in such frequency and in such instalments as specified in the Amortization Schedule on page 64 (Appendix G) of this Pricing Supplement, for the purpose of paying interest and Principal Amount on the Series 1 (Tranche B) Bonds
21.	Ranking:	The Bonds shall constitute direct, unconditional, senior and unsecured obligations of the Issuer and shall at all times rank pari passu and without any preference among themselves.

22.	Payment Undertaking:	In consideration of the Bondholders investment in the Series 1 (Tranche B) Bonds, each Co-Obligor irrevocably and unconditionally undertakes to the Trustees on behalf of the Bondholders, that it will be severally and jointly responsible with the Issuer for the prompt settlement of the payment obligations of the Issuer to the Bondholders, with respect to the Series 1 (Tranche B) Bonds
23.	Use of Proceeds:	See 'Use of Proceeds' on page 34
24.	Listing(s):	Application for listing of the Bonds has been made to NGX and/or FMDQ
<b>PROVISIONS RELATING TO COUPON PAYABLE</b>		
25.	Fixed Rate Bond Provisions:	
	(i) Coupon Payment Date(s)/Payment Dates:	Coupon on the Bonds will be payable semi-annually, on 19 January and 19 July of each year commencing on 19 July 2022 until the Maturity Date
	(ii) Coupon Amount(s):	As applicable for each Coupon period (Coupon accumulated between each Coupon payment) using the actual / actual day count fraction
	(iii) Day Count Fraction:	Actual/actual (actual number of days in a month/ actual number of days in the year)
	(iv) Business Day Convention:	Where the day on which a payment is due to be made is not a Business Day, that payment shall be effected on the next succeeding Business Day unless that succeeding Business Day falls in a different month in which case, payment shall be made on the immediately preceding Business Day
	(v) Other terms relating to method of calculating Coupon for Fixed Rate Bonds:	N/A
	(vi) Floating Rate Bond Provisions:	N/A
	(vii) Zero Coupon Note Provisions:	N/A
	(viii) Index Linked Coupon Note Provisions:	N/A
	(ix) Dual Currency Note Provisions:	N/A
	(x) Automatic/ Optional Conversion from one Coupon Payment Basis to another:	N/A
<b>PROVISIONS RELATING TO REDEMPTION/REPAYMENT</b>		
26.	Optional Early Redemption:	
	(i) Call Option:	N/A
	(ii) Call Price:	N/A
	(iii) Put Option:	N/A

27.	Scheduled Amortization:	See page 64 of this pricing supplement
28.	Redemption:	The Bonds shall be redeemed in full on the Maturity Date unless previously redeemed pursuant to Condition 5 (Schedule 1) on pages 15 and 16 of the Series Trust Deed
29.	Repayment Basis	Bullet repayment on maturity
30.	Final Redemption Amount	₦177,119,045,000.00
31.	Scheduled Redemption Dates:	N/A
32.	Early Redemption Amount(s) payable on redemption for tax reasons pursuant to Condition 5.2 (Schedule 1) (Redemption for tax reasons) on pages 15 and 16 of the Series Trust Deed	Nominal Amount outstanding on the date of redemption
<b>GENERAL PROVISIONS APPLICABLE TO THE BONDS</b>		
33.	Form of Bonds:	The Bonds will be issued in registered, dematerialized form. The issue and ownership of the Bonds will be effected and evidenced by the particulars of the Bonds being entered in the Register by the Registrar and the Bonds being electronically credited in the Depository accounts of the Bondholders.
34.	Registrar:	Meristem Registrars & Probate Services Limited
35.	Trustees:	ARM Trustees Limited, Coronation Trustees Limited, FBNQuest Trustees Limited and Quantum Zenith Trustees & Investments Limited
36.	Record Date:	Fifteen (15) days immediately preceding each Coupon Payment Date, during which the Register will be closed
37.	Other terms or special conditions:	See “Terms and Conditions of the Bonds” on pages 36 to 47
38.	Payment Agent	N/A
<b>DISTRIBUTION, CLEARING AND SETTLEMENT PROVISIONS</b>		
39.	Method of Distribution:	Offer for subscription by Book Building
40.	Underwriting:	The Offer will not be underwritten
41.	Delivery:	Delivery after payment following clearance by the SEC
42.	Clearing:	FMDQ Clear Limited and CSCS
43.	Depository:	CSCS (Address: Stock Exchange House 2/4 Customs Street, Lagos, Nigeria) and FMDQ Depository Limited (53, Idowu Taylor Street, Victoria Island, Lagos, Nigeria)
44.	Transfer Restrictions:	There are no restrictions in Nigeria on free transferability of the securities following the listing of the Bonds other than Rule 322 of the SEC Rules, which limits sale to Qualified Institutional Investors and High Net-worth Investors.
45.	Transfer:	Transfer of the Bonds shall be by book entries in securities accounts held by the transferor and transferee in the Depository in accordance with the procedures of the Depository or such alternative clearing system approved by the Issuer and the Trustees, and registration of the name of the transferee in the Bond Register in respect of Bonds then held.

46.	Offer Period:	See timetable on pages 15-16
<b>GENERAL</b>		
47.	Ratings	<p>Issue Rating: AA+ by Global Credit Rating Company Limited  Issuer Rating: AA+ by Global Credit Rating Company Limited</p> <p>A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.</p>
48.	Date of Issue of Credit Ratings and Date of Next Review	Rating obtained on April 25, 2022 from Global Credit Rating Company Limited. Next reviews are approximately on or before the ratings expiration dates as stated on the respective ratings reports.
49.	Indebtedness:	The Issuer does not have any outstanding debt issuance. The total outstanding debt issuance of the Sponsor as at September 30, 2021 was ₦1.77 trillion.
50.	Taxation:	See tax considerations on pages 209 of the Shelf Prospectus and page 45 of this Pricing Supplement.
51.	Risk Factors:	See “Risk Factors” on pages 110-114 of the Shelf Prospectus.
52.	Governing Law:	The Bonds will be governed by, and construed in accordance with the laws of the Federal Republic of Nigeria
53.	Material Changes	Save as disclosed in the Shelf Prospectus (please see pages 10 and 11 of the Shelf Prospectus for the declarations by the Issuer and the Sponsor) as read together with this Pricing Supplement, the Board confirms that there has been no material adverse change in the Sponsor’s financial position since the end of the 9-month period ended September 30, 2021.
54.	Declarations	<p>Except as otherwise disclosed in the Shelf Prospectus (please see pages 10 and 11 of the Shelf Prospectus for the declarations by the Issuer and the Sponsor) and this Pricing Supplement</p> <p>(a) None of the Directors is under any bankruptcy or insolvency proceedings in any court of law;</p> <p>(b) None of the Directors has been convicted in any criminal proceedings;</p> <p>(c) None of the Directors is subject of any order, judgement or ruling of any court of competent jurisdiction or regulatory body relating to fraud or dishonesty; and</p> <p>(d) Neither the issuer nor any of its subsidiaries has, during the twelve calendar months immediately preceding the date of application to the Commission for registration of the Shelf Prospectus and during the effective period of the Shelf Prospectus, breached any terms and conditions in respect of borrowed monies which has resulted in the occurrence of an event of default and an immediate recall of such borrowed monies.</p>

		Also see Declaration by the Issuer on pages 17-18
55.	Summary of Financials	Please see pages 55 – 64 of this Pricing Supplement.

**CORPORATE INFORMATION OF ISSUER:**

**Head Office:**

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

**Contact information:**

Website: [www.dangote.com](http://www.dangote.com)  
Telephone: +234 802 314 3957  
Email: [groupcorpfin@dangote.com](mailto:groupcorpfin@dangote.com)

## APPENDIX A: INDICATIVE TRANSACTION TIMELINE

DATE	ACTIVITY	RESPONSIBILITY
<b>23 June 2022</b>	Receive SEC approval of the Red Herring Prospectus to commence Book Building	Issuing Houses
<b>23 June 2022</b>	Commence Book Building	Issuing Houses / Book Runners
<b>30 June 2022</b>	Conclude Book Building	Issuing Houses / Book Runners
<b>30 June 2022</b>	Determine coupon rate and aggregate principal amount of Bonds to be issued	Issuing Houses / Book Runners
<b>30 June 2022</b>	Dispatch Allocation Confirmation Notices to successful investors	Issuing Houses / Book Runners
<b>4 July 2022</b>	Update Pricing Supplement and other offer documents and file with the SEC	Issuing Houses
<b>12 July 2022</b>	Obtain SEC's No-Objection and clearance to convene signing ceremony	Issuing Houses / Book Runners
<b>19 July 2022</b>	Conduct signing of Offer Documents	All Parties
<b>19 July 2022</b>	Effect payment of Participation Amounts to Receiving Banks	Applicants
<b>20 July 2022</b>	Remit net issue proceeds to the Issuer	Receiving Banks
<b>22 July 2022</b>	File executed Offer Documents and the Basis of Allotment with SEC	Issuing Houses
<b>05 August 2022</b>	Receive SEC 'No Objection' to the Basis of Allotment	Issuing Houses
<b>12 August 2022</b>	Publish allotment announcement	Issuing Houses
<b>19 August 2022</b>	Credit Depository accounts of investors/allottees	Registrars

<b>05 September 2022</b>	Obtain approval for listing of the Bonds	Issuing Houses/Stockbrokers
<b>06 September 2022</b>	Listing of the Bonds	Issuing Houses/Stockbrokers
<b>09 September 2022</b>	File Post Allotment report	Issuing Houses

## APPENDIX B: DECLARATION BY ISSUER AND OTHER DISCLOSURES

### DECLARATION BY THE ISSUER



#### Dangote Industries Funding Plc

RC 1901288

Union Marble House  
1, Alfred Rewane Road  
Ikoyi, Lagos, Nigeria  
P. O. Box 40032, Fuloko, Ikoyi  
Tel: +234 1 2695108, 2695109, 2695110  
Fax: +234 1 2695009, 2695316  
E-mail: [dangote@dangote.com](mailto:dangote@dangote.com)  
website: [www.dangote.com](http://www.dangote.com)

25 April 2022

#### DECLARATION BY THE ISSUER

The Shelf Prospectus and Pricing Supplement has been prepared on our behalf to provide information and disclosures on relevant aspects of Dangote Industries Funding Plc (the "Issuer") and Dangote Industries Limited (the "Sponsor"), to prospective investors in connection with the Programme and the investment in the securities to be issued thereon.

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

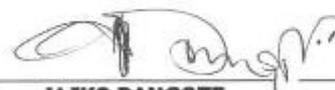
1. We confirm that the information contained in the Shelf Prospectus and Pricing Supplement is in accordance with the facts and contains no omission likely to affect its import;
2. There has been no significant change in the financial condition or material adverse change in the prospects of the Issuer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

SIGNED for and on behalf of,  
**DANGOTE INDUSTRIES FUNDING PLC**

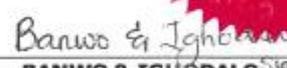
By its duly authorized representatives

  
**Chidi Okoroji Esq.**

Notary Public  
Federal Republic Of Nigeria  
Suite 20B, Entrance 7,  
East Wing Tbs, Lagos.  
[chidokoroji@gmail.com](mailto:chidokoroji@gmail.com)  
08037216356

  
**ALIKO DANGOTE**  
DIRECTOR

  
**OLAKUNLE ALAKE**  
DIRECTOR

  
**BANWO & IGHODALO**  
COMPANY SECRETARY

Signed by:  
Fasin Ojojobi

Directors: Alhaji Aliko Dangote, GCON, Olakunle Alake



RC 71942  
**Dangote Industries Limited**  
Marble House  
1, Alfred Rewane Road,  
Ikoyi, Lagos, Nigeria  
Tel: +234 1 4480816-6, +234 1 2712233-4  
Email: dangote@dangote.com  
Website: www.dangote.com

25 April 2022

#### DECLARATION BY THE SPONSOR

The Shelf Prospectus and Pricing Supplement have been prepared on our behalf to provide information and disclosures on relevant aspects of Dangote Industries Funding Plc (the "Issuer") and Dangote Industries Limited (the "Sponsor"), to prospective investors in connection with the Programme and the investment in the securities to be issued thereon.

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

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

Yours faithfully,

SIGNED for and on behalf of,  
**DANGOTE INDUSTRIES LIMITED**

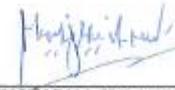
By its duly authorized representatives

  
**Chidi Okoroji Esq.**

Notary Public  
Federal Republic Of Nigeria  
Suite 20B, Entrance 7,  
East Wing Tbe, Lagos.  
chidokoroji@gmail.com  
08037218365



  
**OLAKUNLE ALAKE**  
GROUP MANAGING  
DIRECTOR

  
**MUSTAPHA IBRAHIM**  
CHIEF FINANCIAL OFFICER

  
**MAHMUD KAZAURE**  
COMPANY SECRETARY

Directors: Aliko Dangote (GCON), Sani Dangote, Abdu Dantata, Olakunle Alake (GMD), Devakumar V. G. Edwin (Indian), Halima Aliko-Dangote, Adenike Fajemirokun, Ahmed Mansur, Emmanuel Ikazoboh, Visuvanethen Shenkar (Singaporean), Arnold Ekpe

## CONFIRMATION OF GOING CONCERN STATUS



RC 71242  
**Dangote Industries Limited**  
Marble House  
1, Alfred Rowland Road,  
Ikoyi, Lagos, Nigeria  
Tel: +234 1 4480616-8, +234 1 2712233-4  
Email: [dangote@dangote.com](mailto:dangote@dangote.com)  
Website: [www.dangote.com](http://www.dangote.com)

25 April 2022

The Directors  
**Standard Chartered Capital & Advisory Nigeria Limited**  
142, Ahmadu Bello way  
Victoria Island  
Lagos

Dear Sirs,

**CONFIRMATION OF GOING CONCERN STATUS OF DANGOTE INDUSTRIES LIMITED ("DIL" OR THE "SPONSOR")**

Dangote Industries Funding Plc is in the process of raising up to NGN 300 Billion Series 1 Bonds (The "Issue") under the Dangote Industries Funding Plc NGN300 Billion Debt Issuance Programme (The "Programme") registered with the Securities & Exchange Commission ("SEC") for which Dangote Industries Limited is the Sponsor.

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

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

Yours faithfully,  
For and on behalf of **Dangote Industries Limited**

  
**Mustapha Ibrahim**  
Chief Financial Officer

  
**Olakunle Alake**  
Group Managing Director

**Directors:** Aliko Dangote (GCON), Sani Dangote, Abdu Dantata, Olakunle Alake (GMD), Devakumar V. G. Edwin (Indian), Halima Aliko-Dangote, Adenike Fajemirokun, Ahmed Mansur, Emmanuel Ikazoboh, Viswanathan Shankar (Singaporean), Arnold Ekpe



P.O. Box 965  
Marina  
Lagos  
Nigeria

Deloitte & Touche  
Civic Towers  
Plot GA 1, Ozumba Mbadiwo Avenue  
Victoria Island  
Lagos  
Nigeria

Tel: +234 (1) 904 1700  
www.deloitte.com/ng

20 May 2022

The Managing Director  
Standard Chartered Capital & Advisory Nigeria Limited  
142, Ahmadu Bello Way  
Victoria Island  
Lagos.

Dear Sir,

Going Concern Status of Dangote Industries Limited ("DIL" or the "Sponsor") in Respect of the Issuance Of up to NGN300 Billion Series 1 Bonds (The "Issue") Under Dangote Industries Funding Plc NGN300 Billion Debt Issuance Programme (The "Programme")

Dangote Industries Funding Plc is in the process of raising up to NGN300 Billion Series 1 Bonds under the Dangote Industries Funding Plc NGN300 Billion Debt Issuance Programme registered by the Securities & Exchange Commission ("SEC"), for which Dangote Industries Limited is the Sponsor.

We have audited the consolidated and separate financial statements of the Sponsor for the year ended 31 December 2020, which were prepared in accordance with the International Financial Reporting Standards, the Companies Allied Matters Act, 2020, and the Financial Reporting Council of Nigeria Act, 2011.

Based on our audit of the financial statements of DIL for the year ended 31 December 2020, we confirm that nothing has come to our attention that causes us to believe that the Sponsor will not continue as a going concern in the foreseeable future. Therefore, we consider it appropriate that the Directors of DIL have prepared the financial statements for the year ended 31 December 2020 on a going concern basis.

This letter has been prepared solely for the purpose of compliance with the rules of the SEC

Yours faithfully,  
For: Deloitte & Touche

Hassan Lawal  
Partner, Audit Services



## AUTHORISATION OF BONDS



### Dangote Industries Funding Plc

RC 1991506

Union Marble House  
1, Alfred Rewane Road  
Ikoyi, Lagos, Nigeria  
P. O. Box 40032, Falomo, Ikoyi  
Tel: +234 1 2695108, 2695109, 2695110  
Fax: +234 1 2695009, 2695316  
E-mail: [dangote@dangote.com](mailto:dangote@dangote.com)  
website: [www.dangote.com](http://www.dangote.com)

THE FEDERAL REPUBLIC OF NIGERIA  
THE COMPANIES AND ALLIED MATTERS ACT, 2020  
PUBLIC COMPANY LIMITED BY SHARES  
WRITTEN RESOLUTION OF THE BOARD OF DIRECTORS  
OF  
DANGOTE INDUSTRIES FUNDING PLC

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#### Explanatory Statement/Background

Dangote Industries Limited and its subsidiaries (the "**Dangote Group**") have resolved to raise capital in the Nigerian capital markets and have appointed Dangote Industries Funding Plc (the "**Company**" or "**Issuer**"), to act as the Group's authorized agent towards raising the required capital for the benefit of Dangote Industries Limited, Dangote Oil Refining Company Limited, and Dangote Fertiliser Limited ("**Co-obligors**"). The Co-obligors shall discharge the obligations under the capital raise as set out in the applicable transaction documents.

By virtue of a resolution of the board of directors of the Company (the "**Board**") passed on 8<sup>th</sup> day of March 2022, the Company was authorised to establish a capital raising programme in an amount of up to ₦300,000,000,000 (Three Hundred Billion Naira) for the issuance of sukuk, investment certificates, bonds, green bonds, or other debt, equity, debt-linked, equity-linked, credit-linked, currency-linked or other hybrid securities, whether convertible, redeemable, senior, secured, unsecured, by way of a public offering, private placement, book building process or any other method(s), in such tranches, series or proportions, at such coupon or interest rates (where applicable), within such maturity periods, at such dates and time and on such terms and conditions, as may be determined by the Board and in compliance with applicable rules and regulations; subject to obtaining the approvals of relevant regulatory authorities (the "**Programme**").

The Company intends to issue bonds under the Programme for an amount of up to ₦300,000,000,000 (Three Hundred Billion Naira) as may be determined via book building and acting as an authorized agent, make the proceeds therefrom available to the Co-Obligors as required, from time to time or utilize same for the benefit of the Co-obligors in accordance with the terms and conditions set out in the transaction documents to be entered into in respect of the Programme (the "**Transaction Documents**").

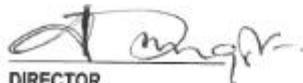
Directors: Allhaji Aliko Dangote, GCON, Olakunle Alake

### Resolutions

Pursuant to the provisions of the Companies and Allied Matters Act No. 3 of 2020 (as amended), we the undersigned, being members of the Board for the time being, hereby resolve as follows:

- a. "that further to the establishment of the Programme, the Company be and is hereby authorised to raise capital in the aggregate amount of up to N300,000,000,000 (Three Hundred Billion Naira) through the issuance of bonds under the Programme (the "Series 1 Bonds");
- b. that in the event of an oversubscription of the Series 1 Bonds, the Company is authorized to accept additional capital under the Series 1 Bonds up to an amount not exceeding fifteen percent (15%) of the Series 1 Bonds or such other maximum limit prescribed under the applicable regulations or approved by the relevant regulatory authorities; and issue the corresponding bonds to the relevant subscribers on the same terms and conditions as the Series 1 Bonds;
- c. that the Company be and is hereby authorized to make available to the Co-Obligors the proceeds from the Series 1 Bonds via such arrangement and pursuant to any transaction structure as the parties may deem fit, on such terms and conditions as the parties may agree ; subject to obtaining all requisite approvals from applicable regulatory authorities;
- d. that 2 (two) directors of the Company or a director and the company secretary of the Company be and are hereby authorised to sign and/or execute all documents and agreements to be entered into by the Company in connection with the Series 1 Bonds and with any of the foregoing; and
- e. that the Company be and is hereby authorised to take such further lawful action and do such further things necessary for and incidental to effecting the above resolutions"

Dated this 22nd day of April 2022

  
\_\_\_\_\_  
DIRECTOR  
ALIKO DANGOTE

  
\_\_\_\_\_  
DIRECTOR  
OLAKUNLE ALAKE

Directors: Alhaji Aliko Dangote, GCON, Olakunle Alake



**Dangote Industries Limited**

Marble House  
1, Alfred Rewane Road,  
Bosch, Lagos, Nigeria  
Tel: +234 1 2695108, 2695109, 2695110  
Fax: +234 1 2695009, 2695315  
Email: dangote@dangote.com  
Website: www.dangote.com

THE FEDERAL REPUBLIC OF NIGERIA  
THE COMPANIES AND ALLIED MATTERS ACT, 2020  
PRIVATE COMPANY LIMITED BY SHARES  
WRITTEN RESOLUTION OF THE BOARD OF DIRECTORS  
OF  
DANGOTE INDUSTRIES LIMITED (the "COMPANY")

**Explanatory Statement/Background**

Dangote Industries Limited and its subsidiaries (the "Dangote Group") have resolved to raise capital in the Nigerian capital markets and have appointed Dangote Industries Funding Plc (the "Issuer"), to act as the Group's authorized agent towards raising the required capital for the benefit of Dangote Oil Refining Company Limited, Dangote Fertiliser Limited and the Company ("Co-obligors"). The Co-obligors shall discharge the obligations under the capital raise as set out in the applicable transaction documents.

By virtue of a resolution of the board of directors of the Issuer passed on 8<sup>th</sup> day of March, 2022, the Issuer was authorised to establish a capital raising programme in an amount of up to **₦300,000,000,000 (Three Hundred Billion Naira)** for the issuance, of sukuk, investment certificates, bonds, green bonds, or other debt, equity, debt-linked, equity-linked, credit-linked, currency-linked or other hybrid securities, whether convertible, redeemable, senior, secured, unsecured, by way of a public offering, private placement, book building process or any other method(s), in such tranches, series or proportions, at such coupon or interest rates (where applicable), within such maturity periods, at such dates and time and on such terms and conditions, as may be determined by the board of directors of the Issuer and in compliance with applicable rules and regulations; subject to obtaining the approvals of relevant regulatory authorities (the "Programme").

The Issuer, pursuant to a resolution passed on 22<sup>nd</sup> day of April, 2022, intends to issue bonds under the Programme for an amount of up to **₦300,000,000,000 (Three Hundred Billion Naira)** as may be determined via book building ("**Series 1 Bonds**"), and acting as an authorized agent, make the proceeds therefrom available to the Co-Obligors as required, from time to time or enter into such other arrangements pursuant to which the proceeds are available to the order of the Co-obligors. To be undertaken on such terms and conditions as may be determined by the board of directors of the Issuer and pursuant to the transaction documents to be entered into in respect of the Programme, subject to obtaining all requisite approvals from the relevant regulatory authorities.

**Resolutions**

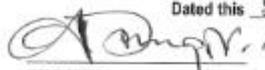
Pursuant to the provisions of the Companies and Allied Matters Act No. 3 of 2020 (as amended), we the undersigned, being members of the board of directors of the Company ("**Board**") for the time being, hereby resolve as follows:

- a. *that the Company be and is hereby authorised to raise capital of up to ₦300,000,000,000 (Three Hundred Billion Naira) through the Issuer and receive the proceeds therefrom via such arrangement and pursuant to any transaction structure as the parties may deem fit and, on such terms, and conditions as the parties may agree.*

**Directors:** Aliko Dangote (GCON), Abdu Dantata, Olakunle Alake (GMD), Devakumar V.G.Edwin (Indian), Hafina Aliko-Dangote, Adenike Fajemirokun, Ahmed Mansur, Emmanuel Ikazoboh, Viswanathan Shankar (Singaporean), Arnold Ekpe

- b. that the Company be and is hereby authorized to support and/or guarantee the Series 1 Bonds to be issued by the Issuer under the Programme ("Transaction"), subject to obtaining the requisite approval of relevant regulatory authorities.
- c. that the Company be and is hereby authorized to enter into and execute all such agreements (including agency agreement, transaction implementation agreement), deeds, notices and other documents as may be necessary for or incidental to the Transaction and the relevant Transaction structure for receiving the proceeds and or benefits of the Series 1 Bonds from the Issuer and do all such things necessary to give effect to the above resolutions including appointing professional parties and advisers;
- d. that any two directors of the Company or a director and the company secretary of the Company be and are hereby authorized to sign and/or execute all documents and agreements to be entered into by the Company in connection with the Transaction: and
- e. that the Company be and is hereby authorised to take such further lawful action and do such further things necessary for and incidental to effecting the above resolutions."

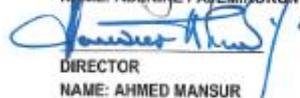
Dated this 22nd day of April 2022



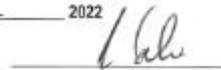
DIRECTOR  
NAME: ALIKO DANGOTE

  
DIRECTOR  
NAME: D.V.G. EDWIN

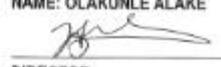
  
DIRECTOR  
NAME: ADENIKE FAJEMIROKUN

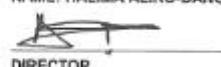
  
DIRECTOR  
NAME: AHMED MANSUR

\_\_\_\_\_  
DIRECTOR  
NAME: VISWANATHAN SHANKAR

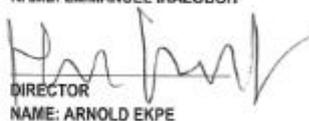


DIRECTOR  
NAME: OLAKUNLE ALAKE

  
DIRECTOR  
NAME: HALIMA ALIKO-DANGOTE

  
DIRECTOR  
NAME: ABDU DANTATA

  
DIRECTOR  
NAME: EMMANUEL IKAZOBOH

  
DIRECTOR  
NAME: ARNOLD EKPE

Directors: Aliko Dangote (GCON), Abdu Dantata, Olakunle Alake (GMD), Devakumar V.G.Edwin (Indian), Halima Aliko-Dangote, Adenike Fajemirokun, Ahmed Mansur, Emmanuel Ikazoboh, Viswanathan Shankar (Singaporean), Arnold Ekpe

- b. that the Company be and is hereby authorized to support and/or guarantee the Series 1 Bonds to be issued by the Issuer under the Programme ("Transaction"), subject to obtaining the requisite approval of relevant regulatory authorities.
- c. that the Company be and is hereby authorized to enter into and execute all such agreements (including agency agreement, transaction implementation agreement), deeds, notices and other documents as may be necessary for or incidental to the Transaction and the relevant Transaction structure for receiving the proceeds and or benefits of the Series 1 Bonds from the Issuer and do all such things necessary to give effect to the above resolutions including appointing professional parties and advisers;
- d. that any two directors of the Company or a director and the company secretary of the Company be and are hereby authorized to sign and/or execute all documents and agreements to be entered into by the Company in connection with the Transaction: and
- e. that the Company be and is hereby authorised to take such further lawful action and do such further things necessary for and incidental to effecting the above resolutions."

Dated this 22nd day of April 2022

\_\_\_\_\_  
DIRECTOR  
NAME: ALIKO DANGOTE

\_\_\_\_\_  
DIRECTOR  
NAME: OLAKUNLE ALAKE

\_\_\_\_\_  
DIRECTOR  
NAME: D.V.G. EDWIN

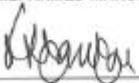
\_\_\_\_\_  
DIRECTOR  
NAME: HALIMA ALIKO-DANGOTE

\_\_\_\_\_  
DIRECTOR  
NAME: ADENIKE FAJEMIROKUN

\_\_\_\_\_  
DIRECTOR  
NAME: ABDU DANTATA

\_\_\_\_\_  
DIRECTOR  
NAME: AHMED MANSUR

\_\_\_\_\_  
DIRECTOR  
NAME: EMMANUEL IKAZOBOH

  
\_\_\_\_\_  
DIRECTOR  
NAME: VISWANATHAN SHANKAR

\_\_\_\_\_  
DIRECTOR  
NAME: ARNOLD EKPE

**Directors:** Aliko Dangote (GCON), Abdu Dantata, Olakunle Alake (GMD), Devakumar V.G.Edwin (Indian), Halima Aliko-Dangote, Adenike Fajemirokun, Ahmed Mansur, Emmanuel Ikazoboh, Viswanathan Shankar (Singaporean), Arnold Ekpe

## I. OWNERSHIP STRUCTURE

The current authorised share capital of the Company is ₦2,000,000.00 divided into 2,000,000 ordinary shares of ₦1.00 each, which has been fully paid up.

The table below sets out the outstanding issued and paid-up capital legally and/or beneficially held by the shareholders of the Company as at the date of this Pricing Supplement:

NAME OF SHAREHOLDER	NO. OF ORDINARY SHARES HELD	SHAREHOLDING (%)
Dangote Industries Limited	1,999,999	99.99
Alhaji Aliko Dangote	1	0.01%

The current authorised share capital of the Sponsor is ₦2,000,000,000 (Two Billion Naira) divided into 2,000,000,000 (Two Billion) ordinary shares of ₦1.00k each. As at 30 September 2021, the issued share capital of the Sponsor was 1,000,000,000 (One Billion) ordinary shares, which has been fully paid up.

The table below sets out the outstanding issued and paid-up capital legally and/or beneficially held by the shareholders of the Sponsor as at 31 December 2021:

NAME OF SHAREHOLDER	NO. OF ORDINARY SHARES HELD	SHAREHOLDING (%)
Greenview International Corporation	999,900,000	99.99%
Dangote Nigeria Limited	100,000	0.01%

## II. SHARE CAPITAL HISTORY

1.	Share Capital History of the Sponsor (DIL)	Increase in Share Capital 500,000 to 10,000,000 (10/2/1994) 10,000,000 to 1,000,000,000 (28/4/1999) 1,000,000,000 to 2,000,000,000 (30/12/2005)
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## III. DIRECTORS' INTERESTS

The interests of the Directors of the Sponsor in the issued share capital as notified by them for the purpose of section 301(1) of CAMA as at September 30, 2021 are as follows:

Director	Direct Shareholding	Indirect Shareholding	%
Alhaji Aliko Dangote	-	999,900,000	99.99%

## IV. Material Contracts

The following agreements are considered material to the transaction:

- **A Programme Trust Deed** dated 19 July 2022 amongst the Issuer, the Sponsor, the Co-obligors and the Trustees.
- **A Series 1 (Tranche B) Trust Deed** dated 19 July 2022 between the Issuer, the Sponsor, the Co-obligors and the Trustees.
- **A Deed of Undertaking**, dated 19 July 2022 by the Sponsor and the Co-obligors in favour of the Issuer and the Trustees;
- **A Vending Agreement** dated 19 July 2022 amongst the Issuer, the Sponsor and the Issuing Houses.

## V. Claims and Litigation

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



25 April 2022

The Chief Executive  
Standard Chartered Capital & Advisory Nigeria Limited  
142 Ahmadu Bello Way  
Victoria Island  
Lagos.

Dear Sir,

DANGOTE INDUSTRIES LIMITED - PROPOSED ESTABLISHMENT OF A ₦300,000,000,000.00 (THREE HUNDRED BILLION Naira) BOND ISSUANCE PROGRAMME AND ISSUANCE OF UP TO ₦300,000,000,000 SERIES 1 BONDS BY DANGOTE INDUSTRIES FUNDING PLC

1. This report has been issued in respect of the captioned bond issuance in our capacity as Solicitor to the Issue.
2. In our capacity as Solicitor to the Issue, we requested for information relating to pending claims, contingent liability, and litigation (**Claims & Litigation**) against the Dangote Industries Funding Plc (the Issuer). Further to our request, we were provided with a letter dated 30 March 2022 written by the Issuer (the **Letter**). The Letter indicates that:
  - 2.1. there are no on-going, threatened or pending arbitration, litigation, administrative or regulatory proceedings, investigations or hearings or any other governmental action (**Proceedings**) against the Issuer and as such, there are no Proceedings which have or have had a material adverse effect on the Issuer, its financial position or on the Issue; and
  - 2.2. there are no outstanding settlements, arbitral awards, judgments, rulings, injunctions, or other decrees or orders made in favour of or against the Issuer.
3. Based on the Letter, the Solicitor to the Issue is of the opinion that there are no litigation or other dispute resolution claims that may adversely affect the Issuer, the Issue or the Issuer's ability to perform its obligations in relation to the Issue.

### Qualifications and Assumptions

- A. For the purpose of giving this opinion, we have examined only the Letter as provided to us by the Issuer, in relation to the Issuer's Claims & Litigation.
- B. This opinion is based on the assumption that the information detailed in the Letter is genuine, complete and accurate.
- C. We do not affirm the completeness and/or accuracy of the information and the contents of the Letter.
- D. The Solicitor to the Issue abjures any liability arising from: (i) the incompleteness or inaccuracy of the information detailed in the Letter, or any other document emanating from the Issuer, and





which we have relied upon in this opinion; and (ii) the Issuer's omission to provide any information or documentation relating to the Issuer's Claims & Litigations.

Yours faithfully,

A handwritten signature in blue ink, appearing to read 'Ye Wan de Senbore'.

YE WANDE SENBORE  
PARTNER  
OLANIWUN AJAYI LP

The opinion of the Solicitors to the Transaction, with respect to the Sponsor is set out below:



25 April 2022

The Chief Executive  
Standard Chartered Capital & Advisory Nigeria Limited  
142 Ahmadu Bello Way  
Victoria Island  
Lagos.

Dear Sir,

**DANGOTE INDUSTRIES LIMITED - THE ESTABLISHMENT OF A ₦300,000,000,000 (THREE HUNDRED BILLION NAIRA)  
BOND ISSUANCE PROGRAMME AND ISSUANCE OF UP TO ₦300,000,000,000 SERIES 1 BONDS BY DANGOTE INDUSTRIES  
FUNDING PLC (THE TRANSACTION): SUMMARY OF CLAIMS AND LITIGATION**

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

For the purpose of issuing our opinion on claims and litigation, we requested for information in respect of matters (a) with a minimum monetary claim of ₦100,000,000.00 against Dangote Industries Limited (DIL or the Sponsor); and (b) seeking declaration in relation to the Sponsor, Dangote Fertiliser Limited (DFL) and Dangote Oil Refinery Company Limited (DORC) (both DFL and DORC referred to as Co-Obligor) (Material Litigation). Further to our request, we were provided with case files and information on litigation involving DIL, DFL and DORC, showing 10 (Ten) cases pending against the Sponsor and Co-obligors in the Nigerian courts and supplemental lists, detailing the status of the cases (the Status Update).

From our review, the Material Litigation comprises 10 (Ten) cases, in respect of which we note that: (a) there are 4 (four) cases against DIL; (b) there are 2 (two) cases against DFL; (c) there are 4 (four) cases against DORL. These cases are at various stages of hearing in various courts.

Based on our review, we note that the total amount claimed against the Sponsor and the Co-Obligors in relation to the Material Litigation is ₦13,054,687,715.7 (Thirteen Billion, Fifty-Four Million, Six Hundred and Eighty-Seven thousand, Seven Hundred and Fifteen Naira, Seven Kobo) and US\$3,235,306.27 (Three Million, two hundred and thirty-Five thousand, three hundred and six dollars, twenty-seven cents) (Material Contingent Liability Amount).

As these claims are at various stages, it is difficult to determine the likelihood of success of the claims or the position that the courts may take on same. Nonetheless, in our opinion, any adverse decision in respect of any of the Material Litigation is unlikely to have an adverse effect on the Transaction.

Please find overleaf a summary of the Material Litigation as disclosed to us as of 06 April 2022.

Yours faithfully,

  
YEWANDE SENIORE  
(PARTNER)  
OLANIWUN AJAYI LP



## V. Mergers and Takeovers

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

## VI. Consents

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

<b>The Directors of Dangote Industries Funding Plc</b>	Alhaji Aliko Dangote Mr. Olakunle Alake
<b>The Company Secretary of Dangote Industries Funding Plc</b>	Banwo & Ighodalo
<b>The Directors of Dangote Industries Limited</b>	Alhaji Aliko Dangote Mr. Olakunle Alake Mr. Devakumar V.G Edwin Alhaji Abdu Dantata Haija Halima Aliko-Dangote Mr. Mansur Ahmed Dr. Adenike Fajemirokun Mr. Viswanathan Shankar Mr. Arnold Ekpe Mr. Emmanuel Ikazoboh
<i>2/2/11</i> <i>AWAKA USE FOR STANDARD CHARTERED</i>	
<b>Lead Issuing House</b>	Standard Chartered Capital & Advisory Nigeria Limited
<b>Joint Issuing Houses</b>	Stanbic IBTC Capital Limited Vetiva Capital Management Limited Meristem Capital Limited Absa Capital Markets Nigeria Limited Afrinvest Capital Limited Coronation Merchant Bank Limited Ecobank Development Company Limited FBNQuest Merchant Bank Limited

	FBNQuest Merchant Bank Limited FCMB Capital Markets Limited Greenwich Merchant Bank Limited Rand Merchant Bank Nigeria Limited Quantum Zenith Capital & Investments Limited United Capital PLC
<b>Solicitors to the Issuer</b>	Banwo & Ighodalo
<b>Solicitors to the Transaction</b>	Olaniwun Ajayi LP
<b>Joint Trustees</b>	ARM Trustees Limited Coronation Trustees Limited FBNQuest Trustees Limited Quantum Zenith Trustees & Investments Limited
<b>Auditor</b>	Deloitte & Touche
<b>Registrar</b>	Meristem Registrars & Probate Services Limited
<b>Reporting Accountant</b>	Ernst & Young
<b>Receiving Banks</b>	Access Bank Plc FSDH Merchant Bank Limited First Bank of Nigeria Limited First City Monument Bank Limited Stanbic IBTC Bank Plc Standard Chartered Bank Nigeria Limited United Bank for Africa Plc Zenith Bank Plc
<b>Rating Agency</b>	Global Credit Rating Company Limited
<b>Stockbrokers</b>	Meristem Stockbrokers Limited

#### **VIII. Documents Available for Inspection**

Copies of the following documents may be inspected at the offices of the Issuer and the Issuing Houses as listed on pages 8, 9 and 14 of this Pricing Supplement during the hours of 8:00am and 5:00pm (both aforementioned times inclusive) on any Business Day from the date of this Pricing Supplement, throughout the Validity Period:

- i. The Certificate of Incorporation of the Issuer and the Sponsor, respectively;
- ii. The Memorandum and Articles of Association of the Issuer and the Sponsor, respectively;
- iii. The Board Resolution of the Issuer dated April 22, 2022 authorizing the issuance of the Bonds;

- iv. The Board Resolution of the Sponsor dated January 24, 2022 authorizing the establishment of the Programme;
- v. The Audited Financial Statements of the Sponsor for each of the five years up to the year ended December 31, 2020;
- vi. The Sponsor's management accounts up to September 30, 2021;
- vii. The Statement of Affairs of the Issuer for the period ended 31 March 2022;
- viii. The Shelf Prospectus dated 19 July 2022;
- ix. This Pricing Supplement;
- x. The Rating Report issued by Global Credit Ratings Company Limited in respect of the Issuer;
- xi. The schedule of claims and litigation involving the Issuer together with the opinion of the Solicitors to the Transaction prepared in connection therewith;
- xii. The Material Contracts referred to in this Pricing Supplement;
- xiii. The written consents of the Parties referred to in this Pricing Supplement;
- xiv. The Reporting Accountant's Report on the consolidated financial statements of the Group for the years ended December 31, 2020, December 31, 2019, December 31, 2018, December 31, 2017 and December 31, 2016; and
- xv. Letter from the SEC approving the registration of this Pricing Supplement.

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

#### **IX. Related Party Transactions**

Please see pages 189–191 of the Shelf Prospectus.

#### **X. Pledged Assets**

The Issuer does not have any pledged assets. With regard to the Sponsor, please see page 217-218 of the Shelf Prospectus, which is hereby incorporated by reference.

#### **XI. Debtors and Creditors**

The Issuer does not have any debtors and creditors. With regard to the Sponsor, please see page 218 of the Shelf Prospectus, which is hereby incorporated by reference.

#### **XII. EXTRACT OF THE MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE ISSUER**

Below are the relevant extracts from the Issuer's Memorandum and Articles of Association:

3. The objects for which the company is established are:

- a. To borrow or raise money from the Nigerian capital markets or other international markets, either by way of a stand-alone issue or by the establishment of programmes of such amounts as may from time to time be determined by the Board of Directors of the company and to issue bonds, notes, shares, or other debt, equity, derivatives, debt-linked, equity-linked, credit-linked, currency-linked, inflation-linked, index-linked, commodity-linked, bond replicas, asset-backed and/or other hybrid securities, whether convertible, redeemable, senior, secured, unsecured, subordinated, preferred and/or other types of structured notes, securities and instruments, within such maturity periods and upon such other terms and conditions as may be determined from time to time, by the Board of Directors of the company and approved by relevant regulatory authorities.

- b. To invest in the bonds, notes, shares, stocks, debentures, debenture stock, annuities or other securities (for itself or on behalf of any person(s), corporate or incorporate), issued and or sold by any corporate entities and/or any state government or any other government agency and parastatal, whether within or outside Nigeria, for itself or on behalf of any person(s), (corporate or incorporate), and to make investments of any description in such manner as may be determined by the Board of Directors of the company.

## APPENDIX C: USE OF PROCEEDS

The Issuer will make the proceeds raised from the Offer available to the Sponsor for the purpose of part-financing the construction of the 650,000 b/pd integrated Dangote Petroleum Refinery Project (“DPRP”), being developed by its subsidiary Dangote Oil Refining Company Limited (“DORC”), and the acquisition of property, plant and equipment and other tangible assets related thereto. The DPRP is expected to be completed and scheduled to commence operations in the first half of 2023.

The following table presents an estimate of the DPRP’s cost to completion and the allocation of the net issue proceeds of the Bonds.

S/N	Description of Item	Total Cost Outstanding (₦)	Amount to be Funded from Bond Proceeds (₦)	Percentage of Proceeds to be Allocated (%)	Duration (commencing from the issue date)
1.	Debt Servicing During Construction <sup>1</sup>	165,000,000,000.00	154,659,064,419.36	88.37%	6-12 months
2.	Capital Cost Items for the DPRP <sup>2</sup>	324,954,000,000.00	20,351,841,361.50	11.63%	6-12 months
<b>Total</b>		<b>487,763,149,668.88</b>	<b>175,010,905,780.86</b>	<b>100.00%</b>	

Accordingly, the estimated net issue proceeds of the Bonds – being ₦175,010,905,780.86 following the deduction of the offer costs of ₦2,108,139,219.14 representing 1.19024% of the gross issue proceeds – will be utilized for the purposes stated above. The outstanding balance of the Capital Cost Items for the DPRP will be financed from the cashflows of DIL and any bonds issued subsequently.

The table below presents details of the Sponsor’s outstanding term loans for which the Sponsor is to pay interest during the construction period of the DPRP.

Facility Type	The Original Lenders	Balance as at 30 September 2021 (₦) <sup>3</sup>	
Syndicated Term Loan Facility	Term Loan Facility (Local & International Institutions & Banks)	Standard Chartered Bank The Standard Bank of South Africa Limited FirstRand Bank Barclays Bank Plc Access Bank Plc Guaranty Trust Bank Limited Zenith Bank Plc Ecobank Nigeria Limited Fidelity Bank Plc First Bank of Nigeria Limited United Bank for Africa Plc Diamond Bank Plc First City Monument Bank Plc	817,648,058,583
	Term Loan Facility (Development Finance Institutions)	African Development Bank (AfDB) International Finance Corporation (IFC)	145,832,515,729

<sup>1</sup> Relating to outstanding term loans of DIL

<sup>2</sup> Comprises of the purchase of equipment and other tangible assets, and payment of work orders

<sup>3</sup> The loans are denominated in US Dollars, however, the Naira values have been stated

Term Loan Facility	African Export-Import Bank (Afreximbank)	398,812,164,404
Term Loan Facility	Africa Finance Corporation (AFC)	132,959,863,206
Export Credit Facility	Standard Chartered Bank Cassa Depositi e Prestiti S.p.A Societe Generale	119,333,688,313
<b>Total</b>		<b>1,614,586,290,235</b>

## **APPENDIX D: EXTRACT OF THE TRUST DEED**

### **2. APPOINTMENT OF TRUSTEES**

- 2.1 The Issuer hereby appoints the Trustees to act on behalf of the Series 1 Tranche B Bondholders, to hold the benefit of the payment obligations and other covenants herein on behalf of the Series 1 Tranche B Bondholders in accordance with the terms of this Series 1 Tranche B Trust Deed.
- 2.2 By execution of this Series 1 Tranche B Trust Deed, the Trustees have accepted and agreed to enforce the powers and perform the duties and obligations of the Trustees specifically set out in this Series 1 Tranche B Trust Deed and generally provided for in the Trustees Investment Act.
- 2.3 The Trustees shall have no duty, responsibility, or obligation for the issuance of the Series 1 Tranche B Bonds or for the validity or exactness of the Series 1 Tranche B Bond, or of any documents relating to such issuance.

### **3. DECLARATION OF TRUST**

**3.1 *The Trustees:*** The Trustees hereby declare themselves Trustees for the Bondholders with effect from the date of this Series 1 Tranche B Trust Deed to hold the benefit of the covenants and other obligations on the part of the Issuer herein contained, in trust for the Series 1 Tranche B Bondholders (according to their respective interests) subject to the terms of this Series 1 Tranche B Trust Deed.

#### **3.2 *Duration of Trusts***

- (a) For the avoidance of doubt, the Parties to this Series 1 Tranche B Trust Deed agree that the common law rules against perpetuities will apply to this Series 1 Tranche B Trust Deed and this Series 1 Tranche B Trust Deed shall not enure beyond twenty-one (21) years from the date of its creation.
- (b) Subject to clause 3.2(a), the trust created by this Series 1 Tranche B Trust Deed shall remain in full force and effect until the later of:
- (i) the date on which the Trustees receive unconditional confirmation in writing from the Registrar that the Series 1 Tranche B Bondholders have been paid all outstanding obligations; and
  - (ii) the date on which the Issuer receives an unconditional release in writing by the Trustees (for the Issuer) from all of its respective obligations under this Series 1 Tranche B Trust Deed or other document pursuant to this Series 1 Tranche B Trust Deed, if any.

### **4 THE SERIES 1 TRANCHE B BONDS**

**4.1 *Principal Amount and Designation:*** Pursuant to the provisions of the Programme Trust Deed, a Tranche of the Issuer's Bonds is hereby authorised in the aggregate principal amount of up to ₦177,119,045,000.00 (One Hundred and Seventy-Seven Billion One Hundred and Nineteen Million and Forty-Five Thousand Naira) Such Series 1 Tranche B Bonds shall be designated and distinguished from any other Bonds of all other Series by the title "**Series 1 Tranche B Bonds**".

#### **4.2 Status:**

- (a) The Series 1 Tranche B Bonds will constitute senior, direct, unsecured and unsubordinated obligations of the Issuer and will rank *pari passu* amongst themselves and rank at least *pari passu* with all other unsecured and unsubordinated obligations assumed by the Issuer other than those mandatorily preferred by law and are of general application to companies.
- (b) The Series 1 Tranche B Bonds shall have the benefit of the irrevocable undertaking provided by the Co-obligors pursuant to the Deed of Undertaking and the Trustee shall hold the benefit of the payment obligation of the Co-Obligors on trust for the Series 1 Tranche B Bondholders in accordance with the terms and conditions of the Programme Trust Deed, the Deed of Undertaking and this Series 1 Tranche B Trust Deed.

**4.3 Tenor:** The Series 1 Tranche B Bonds shall be issued for a ten (10) year period commencing on the Issue Date and ending on the Maturity Date.

#### **4.4 Utilisation of Proceeds:**

- (a) The net proceeds of the Series 1 Tranche B Bonds (including any oversubscriptions) shall be utilised for the purpose, and in the manner, stipulated in the applicable Pricing Supplement;
- (b) The Trustees shall not be bound to enquire as to the application by the Issuer of the net proceeds of the Series 1 Tranche B Bonds nor shall they be responsible for such application or for the consequences of such application.

### **5. FORM AND DENOMINATION OF THE SERIES 1 TRANCHE B BONDS**

**5.1 Form and Denomination:** The Series 1 Tranche B Bonds shall be issued in registered form and details of the Series 1 Tranche B Bonds and the Series 1 Tranche B Bondholders shall be registered with the Registrar in the manner set out in Condition 2.2 (*Register*) of Schedule 1. The Series 1 Tranche B Bonds shall be issued in dematerialised form and shall be registered with a separate securities identification code with a Depository. Each Series 1 Tranche B Bondholder's holding of the Series 1 Tranche B Bonds will be credited into its Securities Account. The Series 1 Tranche B Bonds shall be issued in denominations of ₦1,000 (One Thousand Naira) with a minimum initial subscription of ₦10,000,000 (Ten Million Naira) and in integral multiples of ₦1,000 (One Thousand Naira) thereafter.

**5.2 Issue of the Series 1 Tranche B Bonds:** Issue of the Series 1 Tranche B Bonds will be effected by electronic transfer of the units of the Series 1 Tranche B Bonds into the Securities Account of the Series 1 Tranche B Bondholder. The particulars of the Series 1 Tranche B Bonds shall thereafter be entered in the Series 1 Tranche B Register, to be kept by the Registrar in its office, with a copy at the office of the Issuer.

### **6. PAYMENTS**

**6.1 Redemption of Series 1 Tranche B Bonds at Maturity:** Unless previously purchased in accordance with clause 0, the Principal Amount of the Series 1 Tranche B Bonds shall be redeemed in full on the Maturity Date. If, on the Maturity Date, any Series 1 Tranche B Bond which is liable to be redeemed is not redeemed, the moneys payable to such Series 1 Tranche B Bondholder shall be paid to the Trustees and the Trustees shall hold such moneys in trust for such Series 1 Tranche B Bondholder and interest

on such Series 1 Tranche B Bond shall cease to accrue as from the Maturity Date and the Issuer and the Co-obligors shall thereby be discharged from all obligations in connection with such Bonds.

- 6.2** *Purchase:* The Issuer may at any time and from time to time purchase at any price the Series 1 Tranche B Bonds through the market or by tender (available to all Series Bondholders alike), provided that any Bonds purchased will be cancelled and will not be available for re-issue in accordance with the Programme Trust Deed.
- 6.3** *Accrual of Interest:* Each Series 1 Tranche B Bond shall bear interest from the Coupon Commencement Date at the Coupon Rate payable in arrears on the Principal Amount of the Series 1 Tranche B Bonds on each Coupon Payment Date. Each Series 1 Tranche B Bond will cease to bear interest from and including the Maturity Date, unless payment of principal is improperly withheld or refused, in which event interest will continue to accrue (as well after as before judgment) at the Coupon Rate in the manner provided in Condition 6.1 of Schedule 1 to the Programme Trust Deed and this clause 0.
- 6.4** *Calculation of Coupon:* The amount of interest payable in respect of any Series 1 Tranche B Bond for a Coupon Period shall be calculated by multiplying the product of the Coupon Rate and the Principal Amount of such Series 1 Tranche B Bond by the Actual/Actual Day Count Fraction and rounding the resulting figure to the nearest sub-unit of the Naira.
- 6.5** *Manner of Payment:* The Principal Amount of the Series 1 Tranche B Bonds shall be paid from the Payment Account, by the Trustees in conjunction with the Registrar in accordance with the Conditions.
- 6.6** *Mode of Redemption of Series 1 Tranche B Bonds:* Prior to the Maturity Date of the Series 1 Tranche B Bonds, the Trustees shall instruct the Registrar to pay to each Series 1 Tranche B Bondholder on the Maturity Date, the amount payable to him in respect of the redemption of the Series 1 Tranche B Bonds together with all interest accrued and yet unpaid thereon. If, on the Maturity Date, any Series 1 Tranche B Bondholder shall fail, refuse or be unable to accept payment of the redemption moneys payable in respect thereof, the Trustees shall hold such moneys in trust for such Bondholder and interest on such Bonds shall cease to accrue as from the Maturity Date and the Issuer and Co-obligors shall thereby be discharged from all obligations in connection with such Bonds. The Trustees shall apply such moneys in accordance with Clause 16 of the Programme Trust Deed (*Application of Moneys*) and the Trustees shall not be responsible for the safe custody of such moneys or for interest thereon except such interest (if any) as the said money may earn whilst on deposit or invested as aforesaid less any expenses incurred by the Trustees.

## **7. REPRESENTATIONS AND WARRANTIES OF THE ISSUER**

The Issuer represents and warrants to the Trustees on the date of execution of this Series 1 Tranche B Trust Deed as follows:

- (a) the Representations and Warranties stated in Clause 10 of the Programme Trust Deed are in full force and effect as at the date of this Series 1 Tranche B Trust Deed;
- (b) each of the Covenants stated in Clause 11 of the Programme Trust Deed is valid and in effect as at the date of this Series 1 Tranche B Trust Deed; and
- (c) no Event of Default or Potential Event of Default (as defined in Condition 12 of Schedule 1 of the Terms and Conditions of the Bonds as set out in the Programme Trust Deed) has occurred and or is continuing.

## **8. REPRESENTATIONS AND WARRANTIES OF THE CO-OBLIGORS**

Each Co-obligor represents and warrants to the Trustees on the date of execution of this Series 1 Tranche B Trust Deed as follows:

- (a) the Representations and Warranties stated in Clause 9 of the Programme Trust Deed are in full force and effect as at the date of this Series 1 Tranche B Trust Deed;
- (b) each of the Covenants stated in Clause 12 of the Programme Trust Deed is valid and in effect as at the date of this Series 1 Tranche B Trust Deed; and
- (c) no Event of Default or Potential Event of Default (as defined in Condition 12 of Schedule 1 of the Terms and Conditions of the Bonds as set out in the Programme Trust Deed) has occurred and or is continuing.

## **9. REPRESENTATIONS AND WARRANTIES OF THE TRUSTEES**

The Trustees represent and warrant on the date of the Series 1 Tranche B Trust Deed that the Representations and Warranties stated in Clause 11 of the Programme Trust Deed are in full force and effect as at the date of this Series 1 Tranche B Trust Deed.

## **10. FUNDING OF PAYMENT ACCOUNT**

**10.1 Establishment of Account:** Pursuant to Clause 20 of the Programme Trust Deed, the Issuer shall, on or about the Issue Date of the Series 1 Tranche B Bonds, establish a Payment Account with the Account Bank in the name and under the exclusive control of the Trustees. The Trustees shall keep and maintain the Payment Account for as long as the Series 1 Tranche B Bonds remain outstanding.

### **10.2 Payment Account**

- (a) For as long as the Series 1 Tranche B Bonds remain outstanding, the Co-Obligors shall, not later than the Funding Date, ensure that the Payment Account is fully funded with the Payment Amount for that Coupon Payment Date.
- (b) The Co-Obligors shall no later than 5.00 p.m. on the Funding Date, send a payment confirmation by authenticated SWIFT acknowledgement or other acceptable form or notification to the Trustees confirming that the relevant payment has been made into the Payment Account.
- (c) If the Payment Account is not fully funded with the Payment Amount for that Coupon Payment Date in accordance with this clause, the Trustees shall notify the Co-Obligors in accordance with clause 10.2(e) below.
- (d) The Trustees shall, in conjunction with the Registrar, pay the Payment Amount from the Payment Account to the Series 1 Tranche B Bondholders entitled to same in clear funds on the relevant Coupon Payment Date.
- (e) The Trustees shall at the expense of the Co-obligors notify the Co-obligors if it has not, by close of business on the Funding Date received the full amount required for payment to the Series 1 Tranche B Bondholders, that it has not received the full amount required for payment to the Series 1 Tranche B Bondholders.

### **10.3 Management of the Payment Account:**

- (a) The Trustees are hereby appointed to manage the Payment Account in accordance with Applicable Law, the Programme Trust Deed and this Series 1 Tranche B Trust Deed, and the Trustees hereby agree to manage the Payment Account accordingly.
- (b) The Trustees shall stand possessed of the Payment Account upon trust, subject to the provisions of the Programme Trust Deed and this Series 1 Tranche B Trust Deed and shall not deal with the Payment Account except in accordance with the Programme Trust Deed, the Series 1 Tranche B Trust Deed and Applicable Law.
- (c) Upon request, the Trustees shall prepare and deliver to the Issuer appropriate quarterly periodic reports including bank statements, in respect of the management of the Payment Account.
- (d) Upon payment to the Series 1 Tranche B Bondholders of all amounts outstanding under this Series 1 Tranche B Trust Deed and the Series 1 Tranche B Bonds, and the settlement and performance of the Issuer's obligations under the Issue Documents, the Trustees shall remit to the Issuer such sums (if any) remaining in the Payment Account.

## **11 MISCELLANEOUS**

**11.1 *Enforcement upon default:*** Upon the occurrence of an Event of Default set out in Condition 12 of Schedule 1 (*Events of Default*) of the Terms and Conditions of the Bonds as set out in the Programme Trust Deed, the Trustees may exercise any of the powers and rights set out in Clause 5.2 (Events of Default) and Clause 15 (*Enforcement*) of the Programme Trust Deed; and Condition 12 (*Events of Default*), and Condition 13 of Schedule 1 (*Enforcement*) of the Terms and Conditions of the Bonds as set out in the Programme Trust Deed.

**11.2 *Application of Moneys:*** The Trustees shall apply all moneys received by them pursuant to this Series 1 Tranche B Trust Deed in accordance with Clause 16 of the Programme Trust Deed (*Application of moneys*)

**11.3 *Notices:*** The notices provision of Clause 23 of the Programme Trust Deed shall apply *mutatis mutandis* to this Series 1 Tranche B Trust Deed.

**11.4 *Counterparts:*** This Series 1 Tranche B Trust Deed may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.

**11.5 *Compliance with the ISA:*** The Trustees shall inform the SEC when it becomes necessary to enforce the terms of the Programme Trust Deed and this Series 1 Tranche B Trust Deed and any breach of the terms and conditions of the Programme Trust Deed or this Series 1 Tranche B Trust Deed not later than ten (10) Business Days after the breach.

## **12. STATUS OF THE SERIES 1 TRANCHE B TRUST DEED**

12.1 The terms and conditions of this Series 1 Tranche B Trust Deed shall be subject to the provisions of the Relevant Laws.

## Schedule 1. TERMS AND CONDITIONS APPLICABLE TO THE SERIES 1 TRANCHE B BONDS

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

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

*The Series 1 Tranche B Bonds are constituted by the Programme Trust Deed and supplemented by a separate trust deed (the “**Series 1 Tranche B Trust Deed**”) dated 19 July 2022 between Dangote Industries Funding Plc (as **Issuer**); Dangote Industries Limited (as **Sponsor**); Dangote Oil Refining Company Limited, Dangote Industries Limited and Dangote Fertiliser Limited (together as “**Co-Obligors**”) and ARM Trustees Limited, Quantum Zenith Trustees & Investments Limited, FBNQuest Trustees Limited and Coronation Trustees Limited (as **Trustees** which expression shall include all persons for the time being acting as Trustees under the Programme Trust Deed), applicable to the Series 1 Tranche B Bonds.*

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

### 1 FORM, DENOMINATION AND TITLE

- 1.1 **Form:** The Series 1 Tranche B Bonds are issued in registered and dematerialised form. The Series 1 Tranche B Bonds are senior unsecured fixed rate Bonds. The Series 1 Tranche B Bonds shall be registered with a separate securities identification code with a Depository.
- 1.2 **Denomination:** The Series 1 Tranche B Bonds shall be issued in minimum denominations of ₦1,000 (One Thousand Naira) with a minimum initial subscription of ₦10,000,000 (Ten Million Naira) and in integral multiples of ₦1,000 (One Thousand Naira) thereafter.
- 1.3 **Title:** Title to the Series 1 Tranche B Bonds will be evidenced by registration in the Series 1 Tranche B Register. Title to the Series 1 Tranche B Bonds will pass by transfer in accordance with the rules governing transfer of title of securities held by the Depository and registration thereafter in the Series 1 Tranche B Register. The holder of any Series 1 Tranche B Bond will (except as otherwise required by law or as ordered by a court of competent jurisdiction) be treated as its absolute owner for all purposes whether or not it is overdue and regardless of any notice of ownership, trust or any other interest in it, any writing thereon by any person (as defined below) and no person will be liable for so treating the

holder. In these Conditions, “**Bondholder**” or “**holder**” means the person in whose name the Series 1 Tranche B Bond is registered in the Series 1 Tranche B Register. All payments made to the holder shall be valid and, to the extent of sums so paid, effective to satisfy and discharge the liability for the moneys payable on the Series 1 Tranche B Bonds.

## **2 REGISTRATION AND TRANSFER OF THE SERIES 1 TRANCHE B BONDS**

- 2.1 **Amount of Transfer:** The Series 1 Tranche B Bonds are transferable in whole or in part, but if in part, of an amount not less than ₦1,000,000 (One Million Naira) by instrument in writing in the usual common form of transfer or in any form approved by the Recognised Stock Exchange and in accordance with Condition 2 (*Terms and Conditions of the Bond*) of the Programme Trust Deed.
- 2.2 **Register:** A Register of the Series 1 Tranche B Bonds shall be kept by the Registrar at its office and a copy thereof shall be made available for inspection at the registered office of the Issuer, and there shall be entered in such Register:
- (a) The names and addresses of the holders for the time being of the Series 1 Tranche B Bonds;
  - (b) The amount of the units of the Series 1 Tranche B Bonds held by every registered holder;
  - (c) The Securities Account Number of the Tranche B Bondholder;
  - (d) The date at which the names of every registered holder is entered in respect of the Series 1 Tranche B Bonds standing in his name;
  - (e) All transfers and redemptions of the Series 1 Tranche B Bonds; and
  - (f) Such other information considered necessary by the Registrar.
- 2.3 **Transfer:** Transfer of the Series 1 Tranche B Bonds shall be by book entries in securities accounts held by the transferor and transferee in the Depository in accordance with the procedures of the Depository or such alternative clearing system approved by the Issuer and the Trustees, and registration of the name of the transferee in the Series 1 Tranche B Register in respect of the Series 1 Tranche B Bonds then held. The transferor shall be deemed the holder of the Series 1 Tranche B Bonds until the transferee’s name is entered in the Register in respect thereof.
- 2.4 **Listing:** The Series 1 Tranche B Bonds shall be listed on a Recognised Stock Exchange.
- 2.5 **Restriction on Transfer:** There are no restrictions on the transferability of the Series 1 Tranche B Bonds.
- 2.6 **Record Date:** No Bondholder may require the transfer of a Bond to be registered during a period of fifteen (15) days immediately preceding each Coupon Payment Date during which the Register will be closed.
- 2.7 **Regulations:** All transfers of Series 1 Tranche B Bonds and entries on the Series 1 Tranche B Register will be made subject to the detailed regulations concerning transfer of Series 1 Tranche B Bonds in the Programme Trust Deed and SEC Rules and Regulations.

### 3 STATUS OF THE SERIES 1 TRANCHE B BONDS

- 3.1 **Ranking:** The Series 1 Tranche B Bonds are senior unsecured obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves, and at least *pari passu* with all other senior unsecured obligations of the Issuer, present and future.

### 4 COVENANTS

- 4.1 **Covenant of Compliance:** The Issuer undertakes to comply with each of the covenants stated in Clause 5 (*Covenant to Pay*) of the Programme Trust Deed for so long as any of the Series 1 Tranche B Bonds remain outstanding.

### 5 REDEMPTION, PURCHASE AND CANCELLATION

- 5.1 **Redemption at Maturity:** Unless previously redeemed, purchased or cancelled, the Principal Amount on the Series 1 Tranche B Bonds shall be fully redeemed on the Maturity Date.

- 5.2 **Redemption for tax reasons:** If the Issuer satisfies the Trustees immediately before the giving of the notice referred to below that:

- (a) it has or will become obliged to pay additional amounts as a result of any change in, or amendment to, the laws or regulations of the Federal Republic of Nigeria or any political subdivision or any authority thereof or therein having power to tax (excluding for the avoidance of doubt, the expiry of any applicable Tax Exemptions), or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date; and
- (b) the requirement cannot be avoided by the Issuer taking reasonable measures available to it, the Issuer may at its option, having given not less than 20 (twenty) nor more than 60 (sixty) days' notice to the Series 1 Tranche B Bondholders (which notice shall be irrevocable and shall oblige the Issuer to redeem the Series 1 Tranche B Bonds), redeem the Series 1 Tranche B Bonds on the relevant Optional Redemption Date at the Optional Redemption Amount plus accrued interest (if any) to such date, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts, were a payment in respect of the Bonds then due. Prior to the publication of any notice of redemption pursuant to this Condition 5.2, the Issuer shall deliver to the Trustees a certificate signed by two directors of the Issuer stating that the requirement referred to in subparagraph (i) above will apply on the next Coupon Payment Date and cannot be avoided by the Issuer taking reasonable measures available to it, and the Trustees shall be entitled to accept the certificate as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Series 1 Tranche B Bondholders.

- 5.3 **Mode of Redemption of Series 1 Tranche B Bonds:** Prior to the Maturity Date of the Series 1 Tranche B Bonds, the Trustees shall, instruct the Registrar to pay to each Series 1 Tranche B Bondholder on the Maturity Date, the amount payable to him in respect of the redemption of the Series 1 Tranche B Bonds together with all interest accrued and yet unpaid thereon. If, on the Maturity Date, any Series 1 Tranche B Bondholder shall fail, refuse or be unable to accept payment of the redemption moneys payable in

respect thereof, the Trustees shall hold such moneys in trust for such Bondholder and interest on such Bonds shall cease to accrue as from the Maturity Date and the Co-obligors shall thereby be discharged from all obligations in connection with such Bonds. The Trustees shall apply such moneys in accordance with Clause 16 of the Programme Trust Deed (*Application of Moneys*) and the Trustees shall not be responsible for the safe custody of such moneys or for interest thereon except such interest (if any) as the said money may earn whilst on deposit or invested as aforesaid less any expenses incurred by the Trustees.

- 5.4 **Purchase:** The Issuer may at any time and from time to time purchase Series 1 Tranche B Bonds through the market or by tender (available to all Series 1 Tranche B Bondholders alike) but not otherwise, Provided that any Bonds purchased will be cancelled and will not be available for re-issue in accordance with the Programme Trust Deed.

## 6 INTEREST AND CALCULATION

- 6.1 **Accrual of Interest:** The Bonds shall bear interest on the Principal Amount at the Coupon Rate from (and including) the Issue Date to (but excluding) the Maturity Date. Interest shall be payable in arrears on each Coupon Payment Date. The first payment of interest will be made on the Coupon Payment Date following the Issue Date and subsequent interest payments shall be made on every Coupon Payment Date thereafter. Each Bond will cease to bear interest from and including the Maturity Date unless, upon due presentation, payment of principal is improperly withheld or refused, in which event interest will continue to accrue (as well after as before judgment) at the Coupon Rate in the manner provided in this Condition until the date on which all amounts due in respect of such Bond have been paid and notice to that effect has been given to the Series 1 Tranche B Bondholders.
- 6.2 **Calculation of Interest:** The amount of interest payable in respect of any Series 1 Tranche B Bond for a Coupon Period shall be calculated by multiplying the product of the Coupon Rate and the Principal Amount of the Series 1 Tranche B Bond by the Actual/Actual Day Count Fraction and rounding the resulting figure to the nearest sub unit of the Naira.
- 6.3 **Calculation of Broken Interest:** When Interest is required to be calculated in respect of a period of less than a full 6 (six) months, it shall be calculated on an Actual/Actual Basis.

## 7 PAYMENTS

- 7.1 Any principal, interest or other moneys payable from the Payment Account in respect of the Series 1 Tranche B Bonds may be paid by the Trustees through the Registrar by electronic payment transfer.
- 7.2 Payments will be made to the person shown in the Register at the close of business on the Record Date. Where the day on which a payment is due to be made is not a Business Day, that payment shall be effected on or by the next succeeding Business Day unless that succeeding Business Day falls in a different month in which case payment shall be made on the day immediately preceding the Business Day.
- 7.3 The Series 1 Tranche B Bonds shall be deemed redeemed and the obligations of the Issuer discharged on payment to the Trustees, on behalf of Series 1 Tranche B Bondholders, of the Principal Amount on the Series 1 Tranche B Bonds to Series 1 Tranche B Bondholders whose names appear on the Register

on the Record Date. Payment by the Issuer to the Trustees shall be a legal discharge of the liability of the Issuer towards Series 1 Tranche B Bondholders from all obligations in connection with the Series 1 Tranche B Bonds.

## **8 TAXATION**

All payments of principal, interest and any other sum due in respect of the Series 1 Tranche B Bonds shall be made free and clear of, and without withholding or deduction for, any Taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by or within the Federal Republic of Nigeria or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In this regard, the Issuer will be required to withhold interest payment to corporate Bondholders (save as otherwise exempted by law) pursuant to the CITA and no additional amounts shall be paid to Series 1 Tranche B corporate Bondholders as a result thereof. Interest earned by individual Bondholders will not be subject to withholding tax pursuant to the Personal Income Tax (Amendment) Act 2011. By virtue of the Finance Act, 2020, which expressly excludes securities from the definition of goods under the Value Added Tax Act, proceeds realised from a disposal of the Bonds will not be liable to VAT. However, commissions payable to the SEC, NGX and the Depository for securities exchange transactions in the Nigerian capital market are subject to VAT following the expiration of the VAT (Exemption of Commissions on Stock Exchange Transactions) Order, 2014. The Bonds shall nonetheless enjoy the benefit of any applicable Tax Exemptions, and such re-enactments, extensions, amendments and/or modifications thereof.

## **9 NEGATIVE PLEDGE**

So long as the Series 1 Tranche B Bonds shall remain outstanding, the Issuer shall not create any security interest upon the whole or any part of its present or future undertaking, business or assets to secure any Financial Indebtedness unless the Issuer's obligations under the Bonds are secured equally and rateably therewith or have the benefit of such other security, guarantee, indemnity or other arrangement which is deemed to be materially less beneficial to the Bondholders.

## **10 EVENTS OF DEFAULT**

The provisions of Condition 12 of Schedule 1 (*Events of Default*) of the Terms and Conditions of the Bonds as set out in the Programme Trust Deed shall apply *mutatis mutandis* in respect of the Series 1 Tranche B Bonds.

## **11 ENFORCEMENT**

The provision of Condition 13 (*Enforcement*) of the Terms and Conditions of the Bonds as set out in the Programme Trust Deed will apply *mutatis mutandis* to the Series 1 Tranche B Bonds.

## **12 NOTICES**

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

- (a) If to *the Issuer and Co-obligors* to it at:

Union Marble House  
1 Alfred Rewane Road  
Falomo, Ikoyi  
Lagos, Nigeria.  
[Tel:+234](tel:+23408023143057) (0) 802 314 3057  
For the Attention of: Tony Esene  
Email: [groupcorpfin@dangote.com](mailto:groupcorpfin@dangote.com)

- (a) If to *ARM Trustees Limited* at:

1 Mekunwen Road,  
Off Oyinkan Abayomi Drive,  
Ikoyi,  
Lagos State,  
Nigeria.  
Tel: 08035732578  
For the Attention of: Michael Abiodun Thomas  
Email: [Michael.Abiodun-Thomas@arm.com.ng](mailto:Michael.Abiodun-Thomas@arm.com.ng)  
[armtrustees-CT@arm.com.ng](mailto:armtrustees-CT@arm.com.ng)

- (b) If to *Quantum Zenith Trustees & Investments Limited* at:

12<sup>th</sup> Floor, Plot 2 Ajose Adeogun Street,  
Victoria Island,  
Lagos.  
Tel: +234-1-278 3216  
For the Attention of: Onyeché Emefiele  
Email: [onyeché.emefiele@quantumzenith.com.ng](mailto:onyeché.emefiele@quantumzenith.com.ng); [projecttrustees@quantumzenith.com.ng](mailto:projecttrustees@quantumzenith.com.ng)

- (c) If to *FBNQuest Trustees Limited* at:

16 Keffi Street,  
Off Awolowo Road,  
South West Ikoyi,  
Lagos.  
Tel: +234-1-4622673  
For the Attention of: Head of Corporate Trusts  
Email: [corporatetrust@fbnquest.com](mailto:corporatetrust@fbnquest.com);  
[Babatunde.adewolu@fbnquest.com](mailto:Babatunde.adewolu@fbnquest.com)

- (d) If to *Coronation Trustees Limited* at:

Coronation House II,  
10 Amodu Ojikutu Street,  
Victoria Island,  
Lagos.  
Tel: +234 705 529 4460  
For the Attention of: Ayomide Akinkuade  
Email: [AAakinkuade@coronationnt.com](mailto:AAakinkuade@coronationnt.com)

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

- (a) **Personal delivery:** if delivered by hand or by courier, on signature of a delivery receipt or at the

time the notice is left at the address;

- (b) **Email:** if sent by e-mail, one hour after the notice was sent with proof of delivery thereof or upon acknowledgment of receipt, whichever is earlier;

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

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

- 13.1 **Meetings of Bondholders:** Schedule 3 of the Programme Trust Deed contains provisions for convening meetings of Bondholders to consider any matter affecting their interests, including the modification or abrogation by Extraordinary Resolution of any of these Conditions or any of the provisions of the Programme Trust Deed.
- 13.2 **Notification to Bondholders:** in accordance with the Programme Trust Deed, any modification, abrogation, waiver, authorisation, determination or substitution shall be binding on the Bondholders and, unless the Trustees agree otherwise, any modification or substitution shall, upon prior review and approval by the SEC, be notified by the Issuer to the Bondholders as soon as practicable thereafter in accordance with Condition 18 of the Terms and Conditions of the Bonds as set out in the Programme Trust Deed.
- 13.3 **Governing Law:** The Series 1 Tranche B Trust Deed, the Series 1 Tranche B Bonds and the Coupons shall be governed by and construed in all respects in accordance with the laws of the Federal Republic of Nigeria.
- 13.4 **Jurisdiction:** The provisions of clause 26 (*Law and Jurisdiction*) of the Programme Trust Deed shall apply mutatis mutandis to these Conditions.

## APPENDIX E: EXTRACT OF RATINGS

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



#### Credit Rating Announcement

GCR assigns national scale long and short term issuer ratings of AA+(NG) / A1+(NG) to Dangote Industries Limited, with the Outlook accorded as Stable.

#### Rating Action

Lagos, 25 April 2022 - GCR Ratings ("GCR") has assigned national scale long-term and short-term Issuer ratings of AA+(NG) and A1+(NG) respectively to Dangote Industries Limited, with the Outlook accorded as Stable.

Rated Entity / Issue	Rating class	Rating scale	Rating	Outlook
Dangote Industries Limited	Long Term Issuer	National	AA+(NG)	Stable
	Short Term Issuer		A1+(NG)	--

#### Rating Rationale

The ratings of Dangote Industries Limited ("DIL" or "the Group") weighs its strong competitive position due to its size, and systemic importance of the ongoing projects, the leading market positions held by its major subsidiaries and relatively diversified business lines, which have translated into a sound earnings trajectory. This is somewhat offset by elevated debt and the currently high foreign currency ("FCY") exposure.

The competitive position is a positive rating factor, underpinned by DIL's position as one of the leading conglomerates in Africa, with operations concentrated in Nigeria but extending into 10 countries. The Group has 11 distinct business lines, but the cement business currently contributes 77.5% of group earnings, with sugar (16.1%) and salt (2.1%). These key subsidiaries are industry leading players with strong brand values, underpinned by long operational track record, diverse customer base, ongoing investments in capacity expansion, and control over their respective value chains. The remaining businesses are still relatively small, but GCR expects further earnings diversification from the ongoing refinery project and capacity ramp-up at the recently commissioned fertilizer plant over the outlook period.

The earnings profile assessment is positive to the ratings. This reflects the size and progression of earnings over the review period, with a 5-year CAGR of 10.2% in FY20. Although the top line declined slightly in FY19, DIL has since demonstrated resilience, with revenue increasing 10% in FY20 and 31.4% and 9M FY21, on the back of higher production volumes and price increases. GCR expects revenue growth of about 15% in FY22 on account of increased sales and additional inflow from the fertilizer plant. Revenue is then projected to nearly treble to c.N6tr in FY23, once the oil refining operations commence. Once fully operational, the refinery operations are expected to dominate group earnings. We anticipate this will lead to a sharp reduction in the EBITDA margin to the 21% to 24% range (historical average: 35%), but the overall earnings quantum will materially increase.

Leverage and capital structure are a constraint to the ratings, given the substantial debt used to fund the fertilizer and refinery projects. Gross debt (including shareholder loans and lease liabilities) was reported at N3.2tr at 9M FY21 (FY19: N2.2tr; FY18: N1.7tr), weakening net debt to EBITDA to 3.9x at 9M FY21 (FY20: 4.9x) compared to the moderate levels pre-FY19. Following the escalation in debt service costs, net interest coverage has since narrowed to the 2.2x - 2.4x range (FY16-18 average: 9.8x), before widening slightly to 3.7x during 9M FY21. In addition, operating cash flow ("OCF") coverage of debt weakened to 21.8% in FY20 and further to 13.8% during 9M FY21, mirroring the increase in debt. GCR expects the metrics to gradually improve over the outlook period, as earnings and cash flows from the fertilizer plant and refinery materialise, allowing DIL to materially reduce debt level.

GCR notes DIL's access to diverse funding pool, including 29 local and foreign banks and development finance institutions. Moreover, c.30% of DIL's debt relates to shareholder loans. However, the benefits are counterbalanced by the Group's high FCY exposure versus limited FCY earnings (<15% of group earnings). However, GCR anticipates that the FCY exposure will ease as earnings from the ongoing projects will be USD denominated.

The slightly positive liquidity assessment is predicated on DIL's cash holdings of N811bn at December 2021 and GCR's projected operating cash flows of N650bn and N915bn in FY22 and FY23 respectively. Liquidity will be supported by the Group's proposed bond issue of c.N300bn, N206.5bn from the disposal of shares and unutilised committed credit lines of N12.5bn with a foreign financier. We expect this to sufficiently cover the substantial remaining capex outlay, investment commitments, dividend payments and external debt redemption in FY22 and FY23. Overall, the liquidity sources versus uses coverage is estimated at 1.8x over the next 12 months and 1.6x over the 24 month to December 2023. Even if not all cash inflows materialise, DIL has adequate scope to manage its liquidity by reducing dividends or some non-essential investments.

Notwithstanding the financial stress that may materialise if there are delays in the commencement of the ongoing refinery project, GCR has factored in a positive peer score in view of the economic importance of the project to Nigeria. This has ensured strong federal government support, including a 20% investment in the refinery and preferential access to foreign currency.

#### Outlook Statement

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The Stable Outlook reflects GCR's expectation that DIL's oil refinery project will be commissioned according to schedule, and that strong earnings and cash flow projections will materialise as forecast. This will allow for the debt balance to be reduced over the rating horizon and mitigate the foreign currency mismatch.

#### Rating Triggers

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A rating upgrade is contingent upon the successful completion of the refinery project, which translates to significant earnings growth, and a meaningful reduction in debt and FCY exposure. Specifically, upward migration to the ratings could follow a reduction in the net debt to EBITDA below 1.5x, interest coverage strengthening to 10x-15x and OCF to debt registering around 50%-60%.

A downward rating movement could result from the inability to timeously complete the ongoing project, leading to lower-than-expected earnings and cash flows, and potentially an escalation in debt. Any adverse foreign currency movement that results in escalation of debt balance would also be negative to the ratings. In addition, aggressive dividend decision amid the large capex and investment commitments could constrain the liquidity assessment and result in a rating downgrade. Any factors that impact the performance of Dangote Cement could also impact the broader group, given that it underpins current earnings.

#### Analytical Contacts

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<b>Primary analyst</b> Lagos, Nigeria	Samuel Popoola Samuel@GCRratings.com	Analyst: Corporate and Public Sector +234 1 904 9462
<b>Committee chair</b> Johannesburg, ZA	Matthew Pirnie MatthewP@GCRratings.com	Group Head of Ratings +27 11 784 1771

## Related Criteria and Research

Criteria for the GCR Ratings Framework, January 2022  
 Criteria for Rating Corporate Entities, January 2022  
 GCR Ratings Scales, Symbols & Definitions, May 2019  
 GCR Country Risk Scores, December 2021  
 GCR Nigeria Corporate Sector Risk Scores, April 2022

## Ratings History

### Dangote Industries Limited

Rating class	Review	Rating scale	Rating	Outlook	Date
Long Term Issuer	Initial/last	National	AA+(NG)	Stable	April 2022
Short Term Issuer	Initial/last	National	A1+(NG)	--	

## Risk Score Summary

Rating Components & Factors	Risk scores
<b>Operating environment</b>	<b>5.75</b>
Country risk score	3.75
Sector risk score	2.00
<b>Business profile</b>	<b>3.00</b>
Competitive position	3.00
Management and governance	0.00
<b>Financial profile</b>	<b>0.50</b>
Earnings performance	2.00
Leverage and Capital Structure	(2.00)
Liquidity	0.50
<b>Comparative profile</b>	<b>0.00</b>
Group support	0.00
Peer analysis	0.75
<b>Total Score</b>	<b>10.00</b>

## Glossary

Cash Flow	The inflow and outflow of cash and cash equivalents. Such flows arise from operating, investing and financing activities.
Cash	Funds that can be readily spent or used to meet current obligations.
Credit Risk	The possibility that a bond issuer or any other borrowers (including debtors/creditors) will default and fail to pay the principal and interest when due.
Diversification	Spreading risk by constructing a portfolio that contains different exposures whose returns are relatively uncorrelated. The term also refers to companies which move into markets or products that bear little relation to ones they already operate in.
Interest Cover	Interest cover is a measure of a company's interest payments relative to its profits. It is calculated by dividing a company's operating profit by its interest payments for a given period.
Leverage	With regard to corporate analysis, leverage (or gearing) refers to the extent to which a company is funded by debt.
Liquidity	The speed at which assets can be converted to cash. It can also refer to the ability of a company to service its debt obligations due to the presence of liquid assets such as cash and its equivalents. Market liquidity refers to the ease with which a security can be bought or sold quickly and in large volumes without substantially affecting the market price.
Maturity	The length of time between the issue of a bond or other security and the date on which it becomes payable in full.
Rating Horizon	The rating outlook period

### Salient Points of Accorded Ratings

GCR affirms that a.) no part of the rating process was influenced by any other business activities of the credit rating agency; b.) the ratings were based solely on the merits of the rated entity, security or financial instrument being rated; and c.) such ratings were an independent evaluation of the risks and merits of the rated entity, security or financial instrument. The credit rating has been disclosed to Dangote Industries Limited. The rating above was solicited by, or on behalf of, the rated entity, and therefore, GCR has been compensated for the provision of the rating.

Dangote Industries Limited participated in the rating process via telephonic management meetings, and other written correspondence. Furthermore, the quality of information received was considered adequate and has been independently verified where possible. The information received from Dangote Industries Limited and other reliable third parties to accord the credit ratings included:

- 2020 audited annual financial statement, and prior four years annual financial statements;
- management accounts for the period to 30 September 2021;
- Industry comparative data and regulatory framework and a breakdown of facilities available and related counterparties;
- Information specific to the rated entity and/or industry was also received.

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### Credit Rating Announcement

GCR assigns an Indicative rating of AA+(NG)(IR) to Dangote Industries Funding Plc's proposed up to N300bn Series 1 Tranches A & B Bonds issue; Outlook Stable.

#### Rating Action

Lagos, 25 April 2022 – GCR Ratings ("GCR") has assigned a national scale long term indicative rating of AA+(NG)(IR) to Dangote Industries Funding Plc's proposed up to N300bn Series 1 Tranches A & B Senior Unsecured Bonds, with the Outlook accorded as Stable.

Rated Entity / Issue	Rating class	Rating scale	Rating	Outlook
Dangote Industries Funding Plc's N300bn Series 1 Tranches A & B Bonds	Long Term Issue	National	AA+(NG)(IR)*	Stable

\*IR: An Indicative Rating is denoted by an 'IR' suffix to indicate that a credit rating has been accorded based on review of final draft documentation and expectations regarding final documentation. The Indicative Rating is expected to convert to a final credit rating subject to the receipt of final documentation in line with GCR's expectations. Typically, this suffix will be used when awaiting the finalization of notes for a debt or program issuance. In this case, once the final documents are available the IR suffix may be removed. We expect the rating to convert upon regulatory approval, within the next 180 days.

#### Rating Rationale

The indicative rating assigned to Dangote Industries Funding Plc's proposed up to N300bn Series 1 Tranches A & B Senior Unsecured Bonds reflects the long-term rating of the Sponsor, Dangote Industries Limited, a leading conglomerate in Africa. GCR assigned a national scale long-term Issuer rating of AA+(NG) to the Sponsor with a Stable Outlook in April 2022. The rating weighs the Sponsor's strong competitive position due to its size, the systemic importance of its ongoing projects, the leading market positions held by its major subsidiaries and relatively diversified business lines, which have translated into a sound earnings trajectory. This is somewhat offset by elevated debt and the currently high foreign currency ("FCY") exposure. Please see our webpage for more details on the rating action.

The Issuer, Dangote Industries Funding Plc is in the process of registering a N300bn Bond Issuance Programme ("the Programme") with Securities and Exchange Commission, under which up to N300bn is to be raised in Series 1 Tranches A & B. The Tranche A Bonds will have a tenor of seven years from the issue date, while the Tranche B Bonds will have a tenor of 10 years from the issue date. The principal redemption on the Series 1 Tranches A & B Bonds will be payable upon maturity, while coupon payments will accrue from the individual issue dates and be due and payable semi-annually in arrears, up to the maturity dates.

The Series 1 Tranches A & B Bonds will constitute direct, unconditional, senior, unsubordinated, and unsecured obligations of the Issuer and will rank *pari passu* among themselves and rank at least *pari passu* with all other unsecured and unsubordinated obligations assumed by the Issuer other than those mandatorily preferred by law and are of general application to companies. The Issuer may at any time and from time to time purchase the Series 1 Tranches A & B Bonds through the market or by tender (available to all Series 1 Tranches A & B Bondholders alike) but not otherwise, provided that any Bonds purchased will be cancelled and will not be available for re-issue in accordance with the Programme Trust Deed.

Dangote Industries Limited, Dangote Oil Refining Company Limited, and Dangote Fertiliser Limited (jointly 'Co-Obligors'), the Issuer and the Bond Trustees shall enter an undertaking, pursuant to which the Co-Obligors, absolutely, irrevocably, and unconditionally guarantees the prompt and full payment of all debt and obligations owed by the Issuer under the Programme. Pursuant to a Deed of Undertaking, the Co-Obligors or any single Co-Obligor undertakes

that if the Issuer does not pay any of the obligations, it will immediately perform the payment obligations of the Issuer as if it were the principal Co-Obligor and payments shall be in accordance with the Trust Deeds. The Co-obligors are jointly and severally liable for the repayment obligation of the Programme.

Given that the Sponsor offers timely and full coverage of all payments due to the bondholders, under the Series 1 Tranches A & B Senior Unsecured Bonds through the Deed of Undertaking, the Bonds bear the same default risk as its Sponsor and would reflect similar recovery prospects to senior unsecured creditors in the event of a default. As such, the long-term rating for the Series 1 Tranches A & B Bonds is equivalent to the Sponsor's long term senior unsecured rating. Accordingly, any change in the Sponsor's long-term credit rating would impact the issue rating.

### Outlook Statement

The Stable Outlook reflects GCR's expectation that DIL's oil refinery project will be commissioned according to schedule, and that strong earnings and cash flow projections will materialise as forecast. This will allow for the debt balance to be reduced over the rating horizon and mitigate the foreign currency mismatch.

### Rating Triggers

A rating upgrade is contingent upon the successful completion of the refinery project, which translates to significant earnings growth, and a meaningful reduction in debt and FCY exposure. Specifically, upward migration to the ratings could follow a reduction in the net debt to EBITDA below 1.5x, interest coverage strengthening to 10x-15x and OCF to debt registering around 50%-60%.

A downward rating movement could result from the inability to timeously complete the ongoing project, leading to lower-than-expected earnings and cash flows, and potentially an escalation in debt. Any adverse foreign currency movement that results in escalation of debt balance would also be negative to the ratings. In addition, aggressive dividend decision amid the large capex and investment commitments could constrain the liquidity assessment and result in a rating downgrade. Any factors that impact the performance of Dangote Cement could also impact the broader group, given that it underpins current earnings.

### Analytical Contacts

<b>Primary analyst</b> Lagos, Nigeria	Samuel Popoola Samuel@GCRratings.com	Analyst: Corporate and Public Sector +234 1 904 9462
<b>Committee chair</b> Johannesburg, ZA	Matthew Pirnie MatthewP@GCRratings.com	Group Head of Ratings +27 11 784 1771

### Related Criteria and Research

Criteria for the GCR Ratings Framework, January 2022  
 Criteria for Rating Corporate Entities, January 2022  
 GCR Ratings Scales, Symbols & Definitions, May 2019  
 GCR Country Risk Scores, December 2021  
 GCR Nigeria Corporate Sector Risk Scores, April 2022  
 Dangote Industries Limited Rating Announcement, April 2022

### Ratings History

Dangote Industries Funding Plc's up to N300bn Series 1 Tranches A & B Senior Unsecured Bonds					
Rating class	Review	Rating scale	Rating	Outlook	Date
Long Term Issue	Initial/last	National	AA+ <sub>(NG)(RM)</sub>	Stable	April 2022

### Salient Points of Accorded Ratings

GCR affirms that a.) no part of the rating process was influenced by any other business activities of the credit rating agency; b.) the ratings were based solely on the merits of the rated entity, security or financial instrument being rated; and c.) such ratings were an independent evaluation of the risks and merits of the rated entity, security or financial instrument.

The credit rating has been disclosed to Dangote Industries Funding Plc. The rating above was solicited by, or on behalf of, the rated entity, and therefore, GCR has been compensated for the provision of the rating.

Dangote Industries Funding Plc participated in the rating process via tele-conferences and other written correspondence. Furthermore, the quality of information received was considered adequate and has been independently verified where possible. The information received from Dangote Industries Funding Plc and other reliable third parties to accord the credit rating included:

- Draft Series 1 Tranche A Trust Deed
- Draft Series 1 Tranche B Trust Deed
- Draft Programme Trust Deed
- Draft Deed of Undertaking
- Draft Series 1 Pricing Supplement
- Draft Shelf Prospectus.

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## **APPENDIX F: FINANCIAL SUMMARY**

*The financial information set out in this Pricing Supplement has been extracted from the Reporting Accountant's report.. This section should be read and construed in conjunction with the interim financial statement(s) published subsequently for the financial years prior to the issuance of Bonds under this Pricing Supplement. The Financial Statements of the Company for the years ended December 31, 2016 to December 31, 2020 are hereby incorporated by reference and are available for inspection. Kindly refer to page 31-32 "Documents Available for Inspection" section of this Pricing Supplement.*

### **Extract from Independent Report of the Reporting Accountants covering the 5-year period from 2016 – 2020**

**DANGOTE INDUSTRIES LIMITED  
ACCOUNTANT'S REPORT  
ON THE AUDITED CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED 31 DECEMBER 2020, 2019, 2018, 2017 AND 2016**



Ernst & Young  
10th & 13th Floors  
UBA House  
37 Marina  
P.O. Box 2442, Marina  
Lagos, Nigeria

Tel: +234 (01) 631 4500  
Fax: +234 (01) 463 0481  
Email: [service@ng.ey.com](mailto:service@ng.ey.com)  
[www.ey.com](http://www.ey.com)

The Directors  
Dangote Industries Limited  
Union Marble House  
1 Alfred Rewane Road  
Ikoyi  
Lagos

Gentlemen,

**ACCOUNTANT'S REPORT ON THE AUDITED CONSOLIDATED FINANCIAL STATEMENTS OF DANGOTE INDUSTRIES LIMITED FOR THE YEARS ENDED 31 DECEMBER 2020, 2019, 2018, 2017 AND 2016**

**Report on the Consolidated Financial statements**

We have reviewed the audited consolidated financial statements of Dangote Industries Limited ("the Company") and its subsidiaries (collectively, 'the Group') which comprise the consolidated statement of financial position as at 31 December 2020, 2019, 2018, 2017 and 2016, the consolidated statement of profit or loss and other comprehensive income, the consolidated statement of changes in equity and consolidated statement of cash flows for the years ended 31 December 2020, 2019, 2018, 2017 and 2016 and a summary of significant accounting policies and other explanatory information, for the proposed ₦300billion bond issuance programme to be issued by Dangote Industries Funding Plc and sponsored by Dangote Industries Limited ("the Offer"). Deloitte & Touche was the auditor of the Group for the years ended 31 December 2020, 2019, 2018, 2017 and 2016, and unmodified audit opinions were issued by the auditor for the five years ended 31 December 2020, 2019, 2018, 2017 and 2016.

**Management's Responsibility for the Financial statements**

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with the applicable financial reporting framework and for such internal control as management determines necessary to enable the preparation of the consolidated financial statements and fair presentation that are free from material misstatements, whether due to fraud or error.

**Accountant's Responsibility**

Our responsibility is to express a conclusion on the accompanying consolidated financial statements. We conducted our review in accordance with the International Standard on Review Engagement (ISRE) 2400 (Revised), Engagements to Review Historical Financial statements. ISRE 2400 (Revised) requires us to conclude whether anything has come to our attention that causes us to believe that the consolidated 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 is a limited assurance engagement. The accountant performs procedures, primarily consisting of making inquiries of management and others within the entity, as appropriate, and applying analytical procedures, and evaluates the evidence obtained.

The procedures performed in a review are substantially less than those performed in an audit conducted in accordance with International Standards on Auditing. Accordingly, we do not express an audit opinion on these consolidated financial statements.



**ACCOUNTANT'S REPORT ON THE AUDITED CONSOLIDATED FINANCIAL STATEMENTS OF DANGOTE INDUSTRIES LIMITED FOR THE YEARS ENDED 31 DECEMBER 2020, 2019, 2018, 2017 AND 2016 - Continued**

**Conclusion**

Based on our review, nothing has come to our attention that causes us to believe that these audited consolidated financial statements do not present fairly, in all material respects, the financial position of Dangote Industries Limited and its subsidiaries as at 31 December 2020, 2019, 2018, 2017 and 2016 and their financial performance and cash flows for the years then ended in accordance with applicable financial reporting framework.

This report is solely for the use of the Directors of Dangote Industries Limited and other relevant parties. No part of this report may be quoted or circulated outside these parties without the prior written approval of Ernst & Young.

Yours faithfully,

Babayomi Ajjola  
FRC/2013/ICAN/000000001196

For: Ernst & Young  
Lagos, Nigeria

Date: 20 April 2022

**DANGOTE INDUSTRIES LIMITED**  
**CONSOLIDATED STATEMENT OF PROFIT OR LOSS AND OTHER COMPREHENSIVE INCOME**  
**FOR THE YEARS ENDED 31 DECEMBER 2020, 2019, 2018, 2017 AND 2016**

		2020	2019	2018	2017	2016
	Note	N. mil	Restated * N. mil	Restated * N. mil	N. mil	N. mil
Revenue	5	1,333,909	1,212,300	1,220,491	1,180,707	905,922
Cost of sales	6	(657,315)	(638,464)	(643,634)	(632,164)	(554,141)
Gross profit		<b>676,594</b>	<b>573,836</b>	<b>582,857</b>	<b>548,603</b>	<b>351,781</b>
Other operating income	7	9,240	6,361	15,849	8,148	12,911
Other operating gains/(losses)	8	212,453	20,511	(56,983)	38,211	60,988
Movement in credit loss allowances	9	(1,737)	1,388	24	(19)	6,909
Selling and distribution expenses	10	(135,499)	(141,621)	(124,380)	(98,392)	(72,307)
Administrative expenses	11	(189,591)	(206,224)	(154,471)	(97,888)	(90,668)
Operating profit		<b>571,460</b>	<b>254,251</b>	<b>262,896</b>	<b>398,603</b>	<b>269,614</b>
Finance income	12	27,103	23,963	60,706	109,170	36,493
Finance costs	13	(216,624)	(184,182)	(125,737)	(81,064)	(56,199)
Fair Value Adjustments	8.1	-	-	-	-	-
Equity accounted income	25	750	649	563	2,167	(154)
Profit before taxation		<b>382,689</b>	<b>94,681</b>	<b>198,428</b>	<b>428,936</b>	<b>249,754</b>
Taxation	14	(156,589)	(58,379)	70,303	(64,454)	(5,376)
Profit for the year		<b>226,100</b>	<b>36,302</b>	<b>268,731</b>	<b>364,482</b>	<b>244,378</b>
Other comprehensive income:						
Items that will not be reclassified to profit or loss:						
Gains/(losses) on valuation of investments in equity instruments	34	2	(76)	(1,202)	-	-
Income tax relating to items that will not be reclassified		(1)	-	-	-	-
Remeasurement on net defined benefit liability/asset		-	-	-	-	1,007
Total items that will not be reclassified to profit or loss		<b>1</b>	<b>(76)</b>	<b>(1,202)</b>	<b>-</b>	<b>1,007</b>
Items that may be reclassified to profit or loss:						
Exchange differences on translating foreign operations		168,651	(61,549)	117,498	(7,001)	100,475
Available-for-sale financial asset adjustment**		-	-	-	316	387
Other comprehensive income/ (loss) for the year net of tax		<b>168,652</b>	<b>(61,625)</b>	<b>116,296</b>	<b>(6,685)</b>	<b>101,869</b>
Total comprehensive income/ (loss) for the year		<b>394,752</b>	<b>(25,323)</b>	<b>385,027</b>	<b>357,797</b>	<b>346,247</b>
Profit attributable to:						
Owners of the parent		131,524	47,992	255,377	322,766	223,588
Non-controlling interests		94,576	(11,690)	13,354	41,716	20,790
		<b>226,100</b>	<b>36,302</b>	<b>268,731</b>	<b>364,482</b>	<b>244,378</b>
Total comprehensive income/ (loss) attributable to:						
Owners of the parent		163,799	29,533	266,818	316,167	326,109
Non-controlling interests		230,953	(54,856)	118,209	41,630	20,138
		<b>394,752</b>	<b>(25,323)</b>	<b>385,027</b>	<b>357,797</b>	<b>346,247</b>
Earnings per share						
Basic and diluted earnings (Naira)	16	66	24	128	161	112
Dividend per share	16	58	120	82	9	7

\*See Note 36 for details of restatements.

\*\* The available for sale financial asset adjustment emerged as a result of the treatment in accordance with IAS 39 before the adoption of IFRS 9

**DANGOTE INDUSTRIES LIMITED**  
**CONSOLIDATED STATEMENT OF FINANCIAL POSITION**  
**AS AT 31 DECEMBER 2020, 2019, 2018, 2017 AND 2016**

		2020	2019	2018	2017	2016
	Note(s)	N. mil	Restated *	Restated *	N. mil	N. mil
			N. mil	N. mil		
<b>Non-Current Assets</b>						
Property, plant and equipment	19	5,063,876	3,632,418	2,077,954	1,325,972	1,273,181
Goodwill	21	-	-	-	3,170	4,684
Right-of-use asset	20	14,921	15,077	-	-	-
Intangible assets	22	161,209	131,379	133,908	8,442	6,304
Investments in associates	26	5,711	4,961	4,312	3,749	1,582
Debt instruments (at amortised cost)	27	45,281	41,275	15,938	-	-
Investments at fair value	34	7,056	7,072	7,148	-	-
Other financial assets	34.1	-	-	-	2,983	2,983
Finance lease receivables	28	9,846	11,285	6,475	6,614	-
Deferred tax assets	15	17,679	60,068	49,970	61,379	66,361
Prepayments	30	160,370	317,802	339,957	30,986	13,202
		<b>5,485,949</b>	<b>4,221,337</b>	<b>3,235,662</b>	<b>1,443,295</b>	<b>1,368,297</b>
<b>Current Assets</b>						
Biological assets	29	4,462	2,069	1,841	2,807	3,008
Inventories	32	233,000	265,772	227,139	183,966	152,700
Loans to related entities	49	-	-	-	1,090,356	644,200
Debt instruments (at amortised cost)	27	3,149	-	-	-	-
Trade and other receivables	33	707,167	639,573	695,265	270,283	175,201
Other financial assets	34.1	-	-	-	61,929	42,367
Investments at fair value	34	19,458	16,212	14,547	-	-
Derivatives receivables	35	51,831	1,091	22,455	-	-
Finance lease receivables	28	5,249	4,266	2,380	1,608	-
Prepayments	30	90,508	30,858	31,423	37,609	79,902
Cash and cash equivalents	36	764,012	852,741	950,434	809,067	718,862
		<b>1,878,836</b>	<b>1,812,582</b>	<b>1,945,484</b>	<b>2,457,625</b>	<b>1,816,240</b>
Non-current assets held for sale and assets of disposal groups	37	869	869	869	869	871
<b>Total Assets</b>		<b>7,365,654</b>	<b>6,034,788</b>	<b>5,182,015</b>	<b>3,901,789</b>	<b>3,185,408</b>
<b>Equity and Liabilities</b>						
<b>Equity</b>						
<b>Equity attributable to equity holders of parent</b>						
Share capital	38	1,000	1,000	1,000	1,000	1,000
Foreign currency translation reserve		122,187	89,913	108,296	71,978	78,893
Fair value reserve		-	-	-	(2,159)	(2,475)
Employee benefit reserve		-	-	-	583	583
Reserve for valuation of investments		(116)	(117)	(41)	-	-
Capital reserves		-	-	21,413	14,824	16,688
Retained earnings		2,066,915	2,008,522	2,149,417	1,845,979	1,374,385
		<b>2,189,986</b>	<b>2,099,318</b>	<b>2,280,085</b>	<b>1,932,205</b>	<b>1,469,274</b>
Non-controlling interests		795,315	607,278	705,688	183,826	95,259
		<b>2,985,301</b>	<b>2,706,596</b>	<b>2,985,773</b>	<b>2,116,031</b>	<b>1,564,533</b>

**DANGOTE INDUSTRIES LIMITED**  
**CONSOLIDATED STATEMENT OF FINANCIAL POSITION - Continued**  
**AS AT 31 DECEMBER 2020, 2019, 2018, 2017 AND 2016**

		2020	2019	2018	2017	2016
	Note(s)	N. mil	Restated *	Restated *	N. mil	N. mil
			N. mil	N. mil		
<b>Liabilities</b>						
<b>Non-Current Liabilities</b>						
Loans from related parties	40	56,420	19,588	17,765	-	-
Borrowings	39	1,994,859	1,586,442	1,331,677	826,361	621,835
Lease liabilities	45	8,982	9,157	-	-	-
Retirement benefit obligations	41	1,086	1,205	1,284	2,308	2,436
Government grant	43	28,852	30,389	8,424	355	629
Deferred tax liabilities	15	176,111	110,302	100,081	72,298	61,771
Provisions	44	9,593	3,684	2,753	3,453	3,344
Long service award obligations	42	3,581	-	-	-	-
		<b>2,279,484</b>	<b>1,760,767</b>	<b>1,461,984</b>	<b>904,775</b>	<b>690,015</b>
<b>Current Liabilities</b>						
Trade and other payables	46	994,979	858,916	400,713	700,006	526,411
Loans from related parties	40	708,978	465,438	262,338	-	-
Borrowings payable	39	288,228	170,846	31,298	131,772	384,446
Derivatives liabilities	34	104	-	-	-	-
Lease liabilities	45	3,593	2,021	-	-	-
Retirement benefit obligations	41	970	980	970	-	-
Contract liabilities	47	331	-	-	-	-
Government grant	43	70	149	314	792	1,224
Current income tax payable	14	71,595	67,880	31,257	46,277	18,742
Provisions	44	145	-	-	2	-
Bank overdraft	36	31,876	1,195	7,368	2,134	37
		<b>2,100,869</b>	<b>1,567,425</b>	<b>734,258</b>	<b>880,983</b>	<b>930,860</b>
<b>Total Liabilities</b>		<b>4,380,353</b>	<b>3,328,192</b>	<b>2,196,242</b>	<b>1,785,758</b>	<b>1,620,875</b>
<b>Total Equity and Liabilities</b>		<b>7,365,654</b>	<b>6,034,788</b>	<b>5,182,015</b>	<b>3,901,789</b>	<b>3,185,408</b>

\*See Note 56 for details of restatements.

DANGOTE INDUSTRIES LIMITED  
CONSOLIDATED STATEMENT OF CHANGES IN EQUITY  
FOR THE YEARS ENDED 31 DECEMBER 2020, 2019, 2018, 2017 AND 2016

	Share capital	Foreign currency translation reserve	Reserve for valuation of investments	Capital reserves	Retained earnings	Total attributable to owners of the Company	Non-controlling interest	Total
	N. mil	N. mil	N. mil	N. mil	N. mil	N. mil	N. mil	N. mil
Balance at 1 January 2020	1,000	89,913	(117)	-	2,008,522	2,099,318	607,278	2,706,596
Profit for the year	-	-	-	-	131,524	131,524	94,576	226,100
Other comprehensive income	-	32,274	1	-	-	32,275	156,577	168,652
Total comprehensive income for the year	-	32,274	1	-	131,524	163,799	250,953	394,752
Transactions directly with equity holders:								
Disposal of non-controlling interests	-	-	-	-	(421)	(421)	421	-
Dividends (Note 16)	-	-	-	-	(72,710)	(72,710)	(43,337)	(116,047)
Total contributions by and distributions to owners of Company recognised directly in equity	-	-	-	-	(73,131)	(73,131)	(42,916)	(116,047)
<b>Balance at 31 December 2020</b>	<b>1,000</b>	<b>122,187</b>	<b>(116)</b>	<b>-</b>	<b>2,066,915</b>	<b>2,189,986</b>	<b>795,515</b>	<b>2,985,301</b>

**DANGOTE INDUSTRIES LIMITED**  
**CONSOLIDATED STATEMENT OF CHANGES IN EQUITY - Continued**  
**FOR THE YEARS ENDED 31 DECEMBER 2020, 2019, 2018, 2017 AND 2016**

	Share capital	Foreign currency translation reserve	Reserve for valuation of investments	Capital reserves	Retained earnings	Total attributable to owners of the Company	Non-controlling interest	Total	
	N. mil	N. mil	N. mil	N. mil	N. mil	N. mil	N. mil	N. mil	
Restated Balance at 1 January 2019	1,000	108,296	(41)	21,413	2,149,417	2,280,085	705,688	2,985,773	
Profit for the year	-	-	-	-	47,992	47,992	(11,690)	36,302	
Other comprehensive income	-	(18,383)	(76)	-	-	(18,459)	(45,166)	(63,625)	
<b>Total comprehensive income for the year</b>	-	<b>(18,383)</b>	<b>(76)</b>	-	<b>47,992</b>	<b>29,533</b>	<b>(56,856)</b>	<b>(25,323)</b>	
Reserve transferred from acquisition of subsidiaries	-	-	-	-	6,113	6,113	1,354	7,467	
Derecognition due to disposal of subsidiary	-	-	-	(21,413)	-	(21,413)	-	(21,413)	
Dividends (Note 16)	-	-	-	-	(195,000)	(195,000)	(44,908)	(239,908)	
Total contributions by and distributions to owners of Company recognized directly in equity	-	-	-	(21,413)	(188,887)	(210,300)	(43,554)	(253,854)	
<b>Balance at 31 December 2019 (Restated)</b>	<b>1,000</b>	<b>89,913</b>	<b>(117)</b>	-	<b>2,008,522</b>	<b>2,099,318</b>	<b>607,278</b>	<b>2,706,596</b>	
	Share capital	Foreign currency translation reserve	Employee benefit reserve/Reserve for valuation of investment	Fair value adjustment asset available for sale reserve	Capital reserves	Retained earnings	Total attributable to owners of the Company	Non-controlling interest	Total
Balance as at 1 January 2018	1,000	71,978	583	(2,159)	14,824	1,845,979	1,932,205	183,826	2,116,031
Profit for the year (Restated*)	-	-	-	-	-	268,731	268,731	13,354	282,085
Other comprehensive income (Restated*)	-	117,498	-	(1,202)	-	-	116,296	-	116,296
Adjustment on correction of error	-	(61,180)	(624)	3,361	-	165,484	87,041	548,294	635,335
<b>Total comprehensive income for the year (Restated*)</b>	-	<b>56,318</b>	<b>(624)</b>	<b>2,159</b>	-	<b>434,215</b>	<b>472,068</b>	<b>561,648</b>	<b>1,033,716</b>
Dividends (Note 16)	-	-	-	-	-	(130,040)	(130,040)	(33,197)	(163,237)
Adjustment to DFM capital reserve	-	-	-	-	6,589	-	6,589	(6,589)	-
Changes on initial application of IFRS 9	-	-	-	-	-	(737)	(737)	-	(737)
<b>Balance at 31 December 2018 (Restated)</b>	<b>1,000</b>	<b>108,296</b>	<b>(41)</b>	-	<b>21,413</b>	<b>2,149,417</b>	<b>2,280,085</b>	<b>705,688</b>	<b>2,985,773</b>
Balance at 1 January 2017	1,000	78,893	583	(2,475)	16,688	1,374,585	1,469,274	95,259	1,564,533
Profit for the year	-	-	-	-	-	322,766	322,766	41,716	364,482
Other comprehensive income	-	(6,915)	-	316	-	-	(6,599)	(86)	(6,685)
<b>Total comprehensive income for the year</b>	-	<b>(6,915)</b>	-	<b>316</b>	-	<b>322,766</b>	<b>316,167</b>	<b>41,630</b>	<b>357,797</b>
Disposal of shares in subsidiary without a loss of control	-	-	-	-	-	213,674	213,674	-	213,674
Reversal of fair valuation gain	-	-	-	-	(1,864)	-	(1,864)	-	(1,864)
Effect of changes in subsidiary shareholding	-	-	-	-	-	(65,046)	(65,046)	65,046	-
Dividends (Note 16)	-	-	-	-	-	-	-	(18,109)	(18,109)
<b>Balance at 31 December 2017</b>	<b>1,000</b>	<b>71,978</b>	<b>583</b>	<b>(2,159)</b>	<b>14,824</b>	<b>1,845,979</b>	<b>1,932,205</b>	<b>183,826</b>	<b>2,116,031</b>
Balance at 1 January 2016	1,000	(22,254)	(424)	(2,862)	-	1,150,997	1,126,477	90,733	1,217,210
Profit for the year	-	-	-	-	-	223,588	223,588	20,790	244,378
Other comprehensive income	-	101,127	1,007	587	-	-	102,521	(652)	101,869
<b>Total comprehensive income for the year</b>	-	<b>101,127</b>	<b>1,007</b>	<b>587</b>	-	<b>223,588</b>	<b>326,109</b>	<b>20,138</b>	<b>346,247</b>
Business combination	-	-	-	-	16,688	-	16,688	(1,418)	15,270
Contribution	-	-	-	-	-	-	-	617	617
Dividends (Note 16)	-	-	-	-	-	-	-	(14,812)	(14,812)
<b>Balance at 31 December 2016</b>	<b>1,000</b>	<b>78,893</b>	<b>583</b>	<b>(2,475)</b>	<b>16,688</b>	<b>1,374,585</b>	<b>1,469,274</b>	<b>95,259</b>	<b>1,564,533</b>

The translation reserves represents the cumulative position of translation gains and losses arising from the conversion of the net assets of the foreign subsidiary companies and subsidiaries with different functional currency, to the reporting currency.

\*See Note 16 for details of restatements.

**DANGOTE INDUSTRIES LIMITED**  
**CONSOLIDATED STATEMENT OF CASH FLOWS**  
**FOR THE YEARS ENDED 31 DECEMBER 2020, 2019, 2018, 2017 AND 2016**

		2020	2019	2018	2017	2016
			Restated <sup>a</sup>			
Note(s)	N. mil	N. mil	N. mil	N. mil	N. mil	N. mil
<b>Cash flows from operating activities</b>						
Cash generated from operations	48	856,867	824,199	466,544	465,065	456,257
Income tax (paid)/ received	14	(35,811)	(18,406)	9,979	(19,100)	(8,202)
Retirement benefit paid	41	(129)	(69)	-	-	-
Benefit paid for long service award	42	(132)	-	-	-	-
<b>Net cash from operating activities</b>		<b>820,795</b>	<b>805,724</b>	<b>476,523</b>	<b>445,965</b>	<b>450,055</b>
<b>Cash flows from investing activities</b>						
Purchase of property, plant and equipment	19	(1,077,371)	(1,098,373)	(151,080)	(115,025)	(202,261)
Proceed from disposal of property, plant and equipment		1,897	4,519	(1,872)	1,075	(642)
Purchase of intangible assets	22	(825)	(220)	(796)	(1,994)	(746)
Purchase of investments at fair value	34	(3,228)	(1,665)	-	-	-
Purchase of debt instruments at amortised cost		(7,155)	(25,337)	-	-	-
Purchase of biological assets	29	-	(541)	(998)	(983)	(595)
Proceed from disposal of biological assets	29	24	-	1,639	3,652	3,666
Interest Income	12	26,725	23,704	126,099	140,790	34,961
Dividends received	12	378	259	897	558	1,530
<b>Net cash (used in)/ from investing activities</b>		<b>(1,059,555)</b>	<b>(1,097,654)</b>	<b>(26,111)</b>	<b>28,073</b>	<b>(164,084)</b>
<b>Cash flows from financing activities</b>						
Proceeds from related parties loans	40	177,896	204,923	-	-	-
Repayment of third party loans		-	-	(7,310)	-	-
Loan obtained from third party		-	-	-	(46,051)	322,966
Proceeds from borrowings	39	574,306	441,956	661,914	57,991	110,571
Loans to group companies repaid		-	-	-	72,009	212,247
Capital contribution in related parties		-	-	(420,285)	-	-
Loans advanced to related entities		-	-	(347,243)	(478,787)	(719,126)
Finance lease payment		-	-	(633)	(8,222)	-
Proceeds on sale of shares in subsidiary		-	-	-	213,674	1
Repayment of borrowings	39	(340,177)	(60,051)	(139,231)	(97,369)	-
Refund/Payment on lease liabilities		290	(3,722)	-	-	-
Dividends paid		(116,047)	(239,908)	(33,934)	(18,110)	(14,612)
Interest paid		(176,918)	(142,788)	(125,737)	(81,064)	(56,197)
<b>Net cash from/ (used in) financing activities</b>		<b>119,350</b>	<b>200,410</b>	<b>(412,459)</b>	<b>(385,929)</b>	<b>(144,350)</b>
Net (decrease)/ increase in cash and cash equivalents		(119,410)	(91,520)	37,953	88,109	141,621
Cash and cash equivalents at the beginning of the year		851,546	943,066	806,933	718,824	577,203
<b>Total cash and cash equivalents at end of the year</b>		<b>732,136</b>	<b>851,546</b>	<b>844,886</b>	<b>806,933</b>	<b>718,824</b>

<sup>a</sup>See Note 36 for details of restatements.

## APPENDIX G: AMORTISATION SCHEDULE

The following table indicates the principal obligation and semi-annual repayment of the Coupon until maturity. The table reflects the annual Coupon Rate of 13.50% and Issue size of ₦177,119,045,000.00. The payment account for the Series 1 (Tranche B) Bonds shall be funded by the Sponsor in accordance with Clause 10.2 of the Series 1 (Tranche B) Trust Deed.

month	Period	Principal Beginning Balance	Payment	Coupon	Principal	Principal Ending balance
7/19/2022	0					177,119,045,000.00
1/19/2023	1	177,119,045,000.00	(12,053,800,213.15)	(12,053,800,213.15)	177,119,045,000.00	
7/19/2023	2	177,119,045,000.00	(11,857,270,861.85)	(11,857,270,861.85)	-	177,119,045,000.00
1/19/2024	3	177,119,045,000.00	(12,050,578,420.51)	(12,050,578,420.51)	-	177,119,045,000.00
7/19/2024	4	177,119,045,000.00	(11,890,204,742.21)	(11,890,204,742.21)	-	177,119,045,000.00
1/19/2025	5	177,119,045,000.00	(12,024,088,125.43)	(12,024,088,125.43)	-	177,119,045,000.00
7/19/2025	6	177,119,045,000.00	(11,857,270,861.85)	(11,857,270,861.85)	-	177,119,045,000.00
1/19/2026	7	177,119,045,000.00	(12,053,800,213.15)	(12,053,800,213.15)	-	177,119,045,000.00
7/19/2026	8	177,119,045,000.00	(11,857,270,861.85)	(11,857,270,861.85)	-	177,119,045,000.00
1/19/2027	9	177,119,045,000.00	(12,053,800,213.15)	(12,053,800,213.15)	-	177,119,045,000.00
7/19/2027	10	177,119,045,000.00	(11,857,270,861.85)	(11,857,270,861.85)	-	177,119,045,000.00
1/19/2028	11	177,119,045,000.00	(12,050,578,420.51)	(12,050,578,420.51)	-	177,119,045,000.00
7/19/2028	12	177,119,045,000.00	(11,890,204,742.21)	(11,890,204,742.21)	-	177,119,045,000.00
1/19/2029	13	177,119,045,000.00	(12,024,088,125.43)	(12,024,088,125.43)	-	177,119,045,000.00
7/19/2029	14	177,119,045,000.00	(11,857,270,861.85)	(11,857,270,861.85)	-	177,119,045,000.00
1/19/2030	15	177,119,045,000.00	(12,053,800,213.15)	(12,053,800,213.15)	-	177,119,045,000.00
7/19/2030	16	177,119,045,000.00	(11,857,270,861.85)	(11,857,270,861.85)	-	177,119,045,000.00
1/19/2031	17	177,119,045,000.00	(12,053,800,213.15)	(12,053,800,213.15)	-	177,119,045,000.00
7/19/2031	18	177,119,045,000.00	(11,857,270,861.85)	(11,857,270,861.85)	-	177,119,045,000.00
1/19/2032	19	177,119,045,000.00	(12,050,578,420.51)	(12,050,578,420.51)	-	177,119,045,000.00
7/19/2032	20	177,119,045,000.00	(189,009,249,742.21)	(11,890,204,742.21)	(177,119,045,000.00)	-
			(416,259,467,837.71)	(239,140,422,837.71)	(177,119,045,000.00)	

## **APPENDIX H: PROCEDURE FOR APPLICATION AND ALLOTMENT**

### **1. Invitation for Participation**

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

- 1.1 The Book Build opens on 23 June 2022 and closes on 30 June 2022. Orders must be for a minimum of ₱10,000,000 (i.e. 10,000 units at ₱1,000 per unit) and multiples of ₱1,000 thereafter. Bids below the Minimum Participation Amount will be disregarded unless they form part of a cumulative bid from the same investor that is, in aggregate, greater than the Minimum Participation Amount. Final allotment to respective bidders may be less than the Minimum Participation Amount if bids must be pro-rated for any reason.
- 1.2 Participation Amount(s) and Bid Coupon Rate(s) (“**Order(s)**”) should be entered in the space provided in the prescribed Commitment Form attached to this Pricing Supplement (the “**Commitment Form**”).
- 1.3 By completing and submitting the Commitment Form, each Applicant hereby agrees that the Order is irrevocable and, to the fullest extent permitted by law, the obligations in respect thereof shall not be capable of rescission or termination by any Applicant.
- 1.4 Applicants may bid/place orders for the Bonds at any price within the price range subject to the Minimum Participation Amount and the terms and conditions stated on the Commitment Form.
- 1.5 A corporate Applicant should state its incorporation (RC) number or, in the case of a corporate foreign subscriber, its appropriate identification/incorporation number in the jurisdiction in which it is constituted.
- 1.6 An individual Applicant should sign the declaration and write his/her full name, address and daytime telephone number on the Commitment Form. Joint applicants must all sign the Commitment Form.
- 1.7 Upon the completion and submission of the Commitment Form, the Applicant is deemed to have authorized the Issuer and the Issuing Houses/Book Runners to effect the necessary changes in this Pricing Supplement as would be required for the purposes of filing an application for the clearance and registration of the final Pricing Supplement with the SEC. The Commitment Form shall be considered as the Application Form for the purposes of registration of the final Pricing Supplement with the SEC.
- 1.8 The Commitment Form presents the Applicant with the choice to bid for up to three optional Bid Coupon Rates within the Price Range and to specify the Participation Amount in each option. The Bid Coupon Rates and the Participation Amounts submitted by the Applicant in the Commitment Form will be treated as optional demands from the Applicant and will not be cumulated.
- 1.9 After determination of the Coupon Rate, the maximum Participation Amount specified by an Applicant at or below the Clearing Price will be considered for allocation and the rest of the order(s), irrespective of the corresponding Bid Coupon Rate(s), will become automatically invalid.
- 1.10 The Issuer in consultation with the Book Runners reserves the right not to proceed with the Offer at any time including after the Book Building opening date but before the Allotment Date without assigning any reason thereof, subject to notifying the Commission.

### **2. Payment Instructions**

Successful Applicants should ensure that payment of the Participation Amounts is received on the completion meeting date via the CBN Real Time Gross Settlement (“**RTGS**”) or NIBSS Electronic Fund

Transfer (“NEFT”) into the following designated Issue Proceeds Account domiciled with the Receiving Banks:

ACCOUNT NAME	BANK	ACCOUNT NUMBER
Dangote Industries Funding Series 1 Bond	Access Bank Plc	1614514969
Dangote Industries Funding Series 1 Bond	FSDH Merchant Bank	1000133279
Dangote Industries Funding Series 1 Bond	First Bank of Nigeria Limited	2041873319
Dangote Industries Funding Series 1 Bond	First City Monument Bank Limited	0129614929
Dangote Industries Funding Series 1 Bond	Stanbic IBTC Bank Plc	0044982990
Dangote Industries Funding Series 1 Bond	Standard Chartered Bank Nigeria Limited	0005849918
Dangote Industries Funding Series 1 Bond	United Bank for Africa Plc	1025282631
Dangote Industries Funding Series 1 Bond	Zenith Bank Plc	1224287938

### 3. Allocation/Allotment

- 3.1 On the date on which the final price (Coupon rate) of the Bonds is determined after close of the Book Build (“**Pricing Date**”), the Issuing Houses will analyze the demand of submitted bids and in consultation with the Issuer, finalize the allocations to each Applicant. Allocation Confirmation Notices will be sent to successful Applicants thereafter.
- 3.2 The members of the Board and the Issuing Houses reserve the right to accept or reject any application for not complying with the terms and conditions of the Issue.
- 3.3 Upon clearance of the final Pricing Supplement by the SEC, allotment shall be effected in dematerialized (uncertificated) form. Applicants will receive the Bonds in dematerialized form and are mandatorily required to specify their CSCS Account Number, clearing house number (“**CHN**”), and member code in the spaces provided on the Commitment Form. Allotment of Bonds in dematerialized form shall be effected not later than 15 (Fifteen) Business Days from the date of the approval of the Allotment by the SEC.
- 3.4 Applicants must ensure that the name specified in the Commitment Form is exactly the same as the name in which the CSCS Account Number is held. Where the application is submitted in joint names, it should be ensured that the beneficiary’s CSCS Account is also held in the same joint names and are in the same sequence in which they appear in the Commitment Form.

### 4. Bank Account Details

- 4.1 Applicants are required to indicate their bank account details in the space provided on the Commitment Form for the purposes of future payments of Coupon and the Principal Amount.
- 4.2 Applicants are advised to ensure that bank account details stated on the Commitment Form are correct as these bank account details shall be used by the Registrar for all payments indicated in 4.1 above in connection with the Bonds.

- 4.3 Failure to provide correct bank account details could result in delays in credit of such payments or, where applicable, issuance of cheques/warrants which shall be sent by registered post to the specified addresses of the affected investors. The Issuer, Issuing Houses, Receiving Banks, Trustees and Registrar shall not have any responsibility following posting of cheques/warrants nor will any of these specified parties undertake any liability for the same as the postal authority shall be deemed to be the agent of the Applicant for the purposes of all cheques posted.

## APPENDIX I: COMMITMENT FORM

### DANGOTE INDUSTRIES FUNDING PLC (RC 1901506)

#### OFFERING BY WAY OF BOOK BUILDING OF ₦177,119,045,000.00 13.50% SERIES 1 (TRANCHE B) BONDS DUE 2032 UNDER THE ₦300,000,000,000 DEBT ISSUANCE PROGRAMME

LEAD ISSUING HOUSE

#### STANDARD CHARTERED CAPITAL & ADVISORY NIGERIA LIMITED

JOINT ISSUING HOUSES

STANBIC IBTC CAPITAL LIMITED, UNITED CAPITAL PLC, MERISTEM CAPITAL LIMITED,  
ABSA CAPITAL MARKETS NIGERIA LIMITED, AFRINVEST CAPITAL LIMITED, CORONATION MERCHANT BANK LIMITED, ECOBANK  
DEVELOPMENT COMPANY LIMITED, FBNQUEST MERCHANT BANK LIMITED, FCMB CAPITAL MARKETS LIMITED, GREENWICH MERCHANT  
BANK LIMITED, RAND MERCHANT BANK NIGERIA LIMITED, QUANTUM ZENITH CAPITAL & INVESTMENTS LIMITED, VETIVA CAPITAL  
MANAGEMENT LIMITED

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

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

Orders must be made in accordance with the instructions set out in this Pricing Supplement. Care must be taken to follow these instructions as applications that do not comply may be rejected. If you are in any doubt, please consult your Stockbroker, Accountant, Banker, Solicitor or any professional adviser for guidance. By signing this form, you confirm and agree that the Issuing Houses are acting as agents for the Company and no other party, including any investor, in relation to the Offer.

#### DECLARATION

- |   |   |
|---|---|
| <p><input type="checkbox"/> I/We confirm that I am/we are eligible to participate in this Issue in accordance with the applicable SEC rules and regulations.</p> <p><input type="checkbox"/> I/We confirm that I/we have read the Pricing Supplement dated 19 July 2022 and that my/our order is made on the terms set out therein.</p> <p><input type="checkbox"/> I/We hereby irrevocably undertake and confirm that my/our order for Bonds equivalent to participation amount set out below at the Interest Rate to be discovered through the book building process.</p> <p><input type="checkbox"/> I/We authorise you to enter my/our name on the register of holders as a holder(s) of the Bonds that may be allotted to me/us and to register my/our address as given below.</p> | <p><input type="checkbox"/> I/We authorise the Issuer to amend the Pricing Supplement as may be required for purposes of filing a final version with the SEC without recourse to me/us and I/we use this commitment form as the application for the Bond Issue.</p> <p><input type="checkbox"/> I/We note that the Issuer and the Issuing House/Bookrunner are entitled in their absolute discretion to accept or reject this order.</p> <p><input type="checkbox"/> I/We agree to accept the participation amount as may be allocated to me/us subject to the terms of the Pricing Supplement.</p> <p><input type="checkbox"/> I/We confirm that we have conducted all appropriate Know-your-customer identification and verification checks on the subscribers to our fund/investment vehicle, in line with all applicable AML/CFT legislation and regulations.</p> |
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PLEASE COMPLETE ALL RELEVANT SECTIONS OF THIS FORM USING BLOCK LETTERS WHERE APPLICABLE													
DATE (DD/MM/YYYY)							CONTROL NO. (FOR REGISTRARS' USE ONLY)						
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PARTICIPANTS CAN INDICATE UP TO THREE (3) OPTIONAL BID MARGINS AND SPECIFY THE PARTICIPATION AMOUNT APPLICABLE TO EACH BID INTEREST RATE. THESE WILL BE TREATED AS OPTIONAL ORDERS AND <b>WILL NOT BE AGGREGATED</b> . PLEASE TICK <input type="checkbox"/> THE APPLICABLE BOX ON THE RIGHT.													
	PFA						Investment/Unit Trusts						Trustee/Custodian
	Fund Managers						HNI						Stockbroker
	Bank						Private Equity Fund						
	Insurance Company						Staff Scheme						
PARTICIPANT DETAILS (The Participation Amount(s) and the Bid Coupon Rate(s) must be stated in the boxes below)													

ORDER 1															
PARTICIPATION AMOUNT (MINIMUM AMOUNT OF ₦10 MILLION AND IN MULTIPLES OF ₦1,000 THEREAFTER)												BID COUPON RATE			
IN FIGURES	₦														
IN WORDS															
ORDER 2															
PARTICIPATION AMOUNT (MINIMUM AMOUNT OF ₦10 MILLION AND IN MULTIPLES OF ₦1,000 THEREAFTER)												BID COUPON RATE			
IN FIGURES	₦	—													
IN WORDS															
ORDER 3															
PARTICIPATION AMOUNT (MINIMUM AMOUNT OF ₦10 MILLION AND IN MULTIPLES OF ₦1,000 THEREAFTER)												BID COUPON RATE			
IN FIGURES	₦														
IN WORDS															

PLEASE TURN OVER TO COMPLETE THIS FORM

