SHELF PROSPECTUS

THIS DOCUMENT IS IMPORTANT AND YOU ARE ADVISED TO CAREFULLY READ AND UNDERSTAND ITS CONTENTS. IF YOU ARE IN DOUBT ABOUT ITS CONTENTS OR THE ACTION TO TAKE, PLEASE CONSULT YOUR STOCKBROKER, SOLICITOR, ACCOUNTANT, BANKER, OR AN INDEPENDENT INVESTMENT ADVISER FOR GUIDANCE IMMEDIATELY. THIS SHELF PROSPECTUS HAS BEEN SEEN AND APPROVED BY THE MEMBERS OF THE BOARD OF DIRECTORS OF DANGOTE CEMENT PLC AND THEY JOINTLY AND INDIVIDUALLY ACCEPT FULL RESPONSIBILITY FOR THE ACCURACY OF ALL INFORMATION GIVEN AND CONFIRM THAT, AFTER HAVING MADE INQUIRIES WHICH ARE REASONABLE IN THE CIRCUMSTANCES AND TO THE BEST OF THEIR KNOWLEDGE AND BELIEF, THERE ARE NO OTHER FACTS, THE OMISSION OF WHICH WOULD MAKE ANY STATEMENT HEREIN INACCURATE OR MISLEADING. **INVESTING IN THIS OFFER INVOLVES RISKS. FOR INFORMATION ABOUT CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, SEE "RISK FACTORS" ON PAGES 123 TO 138.**

DANGOTE CEMENT PLC (RC 208767)
₦300,000,000,000 (THREE HUNDRED BILLION NAIRA) MULTI-INSTRUMENT ISSUANCE PROGRAMME

THIS SHELF PROSPECTUS IS TO BE READ AND CONSTRUED IN CONJUNCTION WITH ANY SUPPLEMENT THERETO AND ALL DOCUMENTS WHICH ARE INCORPORATED HEREIN, BY REFERENCE AND, IN RELATION TO ANY SERIES OR TRANCHE (AS DEFINED HEREIN) OF INSTRUMENTS, TOGETHER WITH THE APPLICABLE PRICING SUPPLEMENT. THIS SHELF PROSPECTUS SHALL BE READ AND CONSTRUED ON THE BASIS THAT SUCH DOCUMENTS ARE INCORPORATED HEREIN AND FORM PART OF THIS SHELF PROSPECTUS. COPIES OF THIS SHELF PROSPECTUS CAN BE OBTAINED AT NO COST AT THE OFFICES OF THE ISSUER AND THE ISSUING HOUSES.

THIS SHELF PROSPECTUS HAS BEEN ISSUED IN COMPLIANCE WITH PART IX OF THE INVESTMENTS AND SECURITIES ACT NO. 29 OF 2007 ("ISA"), RULE 279 UNDER PART F OF THE RULES AND REGULATIONS OF THE SECURITIES AND EXCHANGE COMMISSION ("SEC" OR THE "COMMISSION"), 2013 (AS AMENDED FROM TIME TO TIME) ("SEC RULES") AND CONTAINS PARTICULARS WHICH ARE COMPLIANT WITH THE REQUIREMENTS OF THE COMMISSION FOR THE PURPOSE OF GIVING INFORMATION WITH REGARDS TO THE DANGOTE CEMENT PLC ₦ 300,000,000,000 MULTI-INSTRUMENT ISSUANCE PROGRAMME (THE "PROGRAMME"). THE SHELF PROSPECTUS AND THE INSTRUMENTS WHICH IT OFFERS HAVE BEEN APPROVED AND REGISTERED BY THE COMMISSION.

INSTRUMENTS ISSUED UNDER THE PROGRAMME MAY BE ISSUED IN SERIES. THE FINAL TERMS OF THE RELEVANT SERIES OR TRANCHE WILL BE DETERMINED AT THE TIME OF THE OFFERING OF THAT SERIES OR TRANCHE BASED ON PREVAILING MARKET CONDITIONS AND WILL BE SET OUT IN THE RELEVANT PRICING SUPPLEMENT/SUPPLEMENTARY PROSPECTUS.

THE REGISTRATION OF THIS SHELF PROSPECTUS AND ANY PRICING SUPPLEMENT THEREAFTER DOES NOT IN ANY WAY WHATSOEVER SUGGEST THAT THE COMMISSION ENDORSES OR RECOMMENDS THE INSTRUMENTS OFFERED OR ASSUMES RESPONSIBILITY FOR THE CORRECTNESS OF ANY STATEMENT MADE OR OPINION OR REPORT EXPRESSED THEREIN. NO INSTRUMENT WILL BE ALLOTTED OR ISSUED ON THE BASIS OF THIS SHELF PROSPECTUS READ TOGETHER WITH ANY SUPPLEMENTARY SHELF PROSPECTUS OR PRICING SUPPLEMENT LATER THAN 3 (THREE) YEARS FROM THE DATE OF THIS SHELF PROSPECTUS UNLESS THE VALIDITY PERIOD (AS SUBSEQUENTLY DEFINED) IS EXTENDED BY THE COMMISSION.

THE DIRECTORS JOINTLY AND INDIVIDUALLY ACCEPT RESPONSIBILITY FOR THE INFORMATION CONTAINED IN THIS SHELF PROSPECTUS AND DECLARE THAT HAVING TAKEN REASONABLE CARE TO ENSURE THAT THE INFORMATION CONTAINED HEREIN IS, TO THE BEST OF THEIR KNOWLEDGE, IN ACCORDANCE WITH THE FACTS AND DOES NOT OMIT ANYTHING LIKELY TO AFFECT THE IMPORT OF SUCH INFORMATION AND THAT SAVE AS DISCLOSED HEREIN, NO OTHER SIGNIFICANT NEW FACTOR, MATERIAL MISTAKE OR INACCURACY RELATING TO THE INFORMATION INCLUDED IN THIS SHELF PROSPECTUS AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME HAS ARISEN OR HAS BEEN NOTED, AS THE CASE MAY BE.

IT IS A CIVIL WRONG AND A CRIMINAL OFFENCE UNDER THE ISA TO ISSUE A PROSPECTUS WHICH CONTAINS FALSE OR MISLEADING INFORMATION. INVESTORS ARE ADVISED TO NOTE THAT LIABILITY FOR FALSE OR MISLEADING STATEMENTS OR ACTS MADE IN CONNECTION WITH THIS SHELF PROSPECTUS IS PROVIDED FOR IN SECTIONS 85 AND 86 OF THE ISA. THE CLEARANCE AND REGISTRATION OF THIS PROSPECTUS AND THE SECURITIES WHICH IT OFFERS DOES NOT RELIEVE THE PARTIES FROM ANY LIABILITY ARISING UNDER THE ACT FOR FALSE AND MISLEADING STATEMENTS CONTAINED HEREIN OR FOR ANY OMISSION OF A MATERIAL FACT. **INVESTORS MAY CONFIRM THE CLEARANCE OF THIS SHELF PROSPECTUS AND REGISTRATION OF THE INSTRUMENTS ISSUED THEREUNDER WITH THE COMMISSION BY CONTACTING THE COMMISSION ON sec@sec.gov.ng OR +234(0)94621100 OR +234(0) 94621168.**

LEAD ISSUING HOUSE

Stanbic IBTC Capital

RC1031358

JOINT ISSUING HOUSES

Meristem Capital Limited	Quantum Zenith	United Capital
RC 1297664	RC639491	RC 444999

THIS SHELF PROSPECTUS IS DATED THE 30TH DAY OF DECEMBER, 2024

This Shelf Prospectus will be available on the following websites throughout the Validity Period

www.dangotecement.com   www.sec.gov.ng

DANGOTE CEMENT

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DANGOTE CEMENT

PRESENTATION OF INFORMATION

Dangote Cement PLC (the "**Company**") maintains its books of accounts in Naira and in accordance with International Financial Reporting Standards ("**IFRS**") as issued by the International Accounting Standards Board ("**IASB**").

Unless otherwise specifically stated elsewhere in this Shelf Prospectus, the financial information set forth herein relates to the Company and its consolidated subsidiaries (the "**Group**") and has been derived from the Group's unaudited Management Accounts for the period ended June 30, 2024 (the "**H1 Management Accounts**"), audited consolidated financial statements as at and for the year ended 31 December, 2023 (the "**2023 Financial Statements**"), 31 December 2022 (the "**2022 Financial Statements**"), 31 December 2021 (the "**2021 Financial Statements**") (together, the "**Financial Statements**"). The Financial Statements were prepared in accordance with IFRS and in the manner required by Companies and Allied Matters Act No. 3 of 2020 ("CAMA") and the Financial Reporting Council of Nigeria Act No. 6 of 2011.

The 2021 to 2023 Financial Statements were audited by KPMG Professional Services (the "Auditors"), the auditors of the Company as of the date of this Shelf Prospectus. KPMG Professional Services is an independent auditor in accordance with the International Standards on Auditing issued by International Federation of Accountants (IFAC) ("**International Standards on Auditing**") and the firm is located at KPMG Tower, Bishop Aboyade Cole Street, Victoria Island, Lagos, Nigeria.

The Financial Statements were audited by the above-referenced firms in accordance with the International Standards on Auditing. The H1 Management Accounts were prepared in accordance with the International Accounting Standard 34 *"Interim Financial Reporting".*

The presentation of certain financial information, including tables of receipts and other revenues, is intended solely to provide recent historical financial information, and should not be construed as an indication of future or continuing trends in the financial position or other affairs of the Issuer. No representation is made that past experience, as it might be shown by such financial and other information, will necessarily continue or be repeated in the future.

Certain statistical information presented in this Shelf Prospectus on topics such as the Nigerian economy, political landscape and related subjects have been obtained from third party sources, as described in the relevant sections. The Company has accurately reproduced such information and as far as it is aware and is able to ascertain from information published by such third parties, no facts have been omitted that would render the information inaccurate or misleading. Neither the Company, Lead Issuing House, the Joint Issuing Houses nor any of the Company's other professional advisers have independently verified the figures, market data or other information on which such third parties have based their report(s). Some of the estimates in this Shelf Prospectus are based on such third-party information. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Shelf Prospectus nor any issue made hereunder, nor any future use of this Shelf Prospectus shall, under any circumstance, create any implication that there has been no change in the affairs of the Issuer since the date hereof. Prospective investors are advised to consider this statistical information with caution.

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

DEFINITION OF TERMS

In this Shelf Prospectus, unless otherwise stated or clearly indicated by the context, the words in the first column have the meanings stated opposite them in the second column and words in the singular include the plural and vice versa.

TERM	DEFINITION
"Auditors"	KPMG Professional Services
"Board" or "Directors"	The board of directors of the Company
"Bond(s)"	Registered bonds (including Green Bonds) or any other type of debt instruments or securities that will be issued by the Company from time to time under the Programme with an aggregate value not exceeding ₦300,000,000,000 (Three Hundred Billion Naira) in accordance with the terms of this Shelf Prospectus and any applicable Pricing Supplement
"Book"	The collation of all bids received from Qualified Investors in respect of Instruments issued under the Programme which are being sold by way of Book Building indicating the value of the bids and the respective allocations
"Book Building"	As defined in Rule 321 of the SEC Rules, a process of price and demand discovery through which a Book Runner seeks to determine the price at which securities should be issued, based on the demand from Qualified Investors
"Book Runner(s)"	The Issuing House(s) duly appointed by the Issuer to maintain the Book in respect of the Instruments being sold by way of Book Building (as applicable)
"Business Day"	Any day, except Saturdays, Sundays and public holidays declared by the Federal Government, on which commercial banks are open for business in Nigeria
"CAMA"	Companies and Allied Matters Act, No 3. of 2020 (as amended)
"CBN"	Central Bank of Nigeria
"Certificates" or "Sukuk Certificates"	Investment certificates of equal value issued by the Company or Issuer Trustee (as applicable) representing an undivided beneficial ownership interest held by a Certificateholder in the Trust Assets in connection with Sukuks issued under the Programme, which shall be in the form set out in the Programme Trust Deed
"Certificateholder" or "Sukukholder"	A person in whose name a Certificate is registered in the relevant register maintained by the Registrar (and in the case of joint Certificateholders, the first named thereof), as holder of the Certificates
"CIT"	Companies Income Tax
"CITA"	Companies Income Tax Act Cap C21, LFN, 2004 as amended by the Companies Income Tax (Amendment Act No. 11 of 2007) and the Finance Acts

"Company", "Issuer", "Dangote Cement" or "DCP"	Dangote Cement PLC
"Conditions" or "Terms and Conditions"	Terms and conditions in accordance with which any Instrument will be issued, set out in the section of this Shelf Prospectus headed "Terms and Conditions of the Instruments" and in the relevant Trust Deeds
"Coupon"	The interest paid on any Bond (other than a Zero-Coupon Bond) issued under the Programme periodically, expressed as a percentage of the face value of the Bond
"Coupon Rate"	The rate or rates (expressed as a percentage per annum) of interest payable in respect of the Bonds specified in the applicable Pricing Supplement or calculated or determined in accordance with the provisions of the applicable Pricing Supplement
"Coupon Commencement Date"	The Issue Date for any particular Series or Tranche of Bonds or such other date as may be specified in the applicable Pricing Supplement, from which Coupon on a Series or Tranche of the applicable Bonds will begin to accrue
"Coupon Payment Date"	The date on which any Coupon falls due for payment to the Holders of Bonds as specified in the applicable Pricing Supplement
"CSD" or "Depository"	CSCS and/or FMDQ Depository Limited
"CSCS" or the "Clearing System"	Central Securities Clearing Systems, operated by the Central Securities Clearing Systems PLC
"Daily Official List"	The daily publication of The NGX detailing price movements and information on all securities quoted on The Nigerian Exchange Limited
"Daily Quotation List"	The daily official publication of FMDQ Exchange containing market/model prices and yields, and the values traded on all securities listed and quoted on FMDQ Exchange
"Dealer(s)"	Any registered broker/dealer duly authorised to facilitate liquidity in the Instruments to be issued under the Programme
"Declaration of Trust"	The trust deed between the Issuer and the Delegate Trustees, dated on or about the date of the relevant Pricing Supplement issued in connection with the Certificates, by which the Issuer constitutes a trust over the Trust Assets any assets in favour of the Certificateholders and appointed the Delegate Trustees as its delegate trustee under the trust
"Delegate Trustees" or "Sukuk Trustees"	All or any of Coronation Trustees Limited, ARM Trustees Limited, FBNQuest Trustees Limited and Quantum Zenith Trustees & Investments Limited, their successors and permitted assigns and/or any other trustee appointed by the Issuer Trustee in relation to the Sukuk
"Dissolution Date"	as the case may be: (a) the Scheduled Dissolution Date; or (b) any Optional Dissolution Date;
"Dissolution Distribution	In relation to each Certificate: (a) the sum of: (i) the outstanding face amount

Amount"	of such Certificate; and (ii) any accrued but unpaid Periodic Distribution Amounts for such Certificate; or (b) such other amount specified in the applicable Final Terms as being payable upon any Dissolution Date
"Dissolution Event"	All such events as are defined as dissolution events under the Programme Trust Deed and particularly set out in the relevant Series Trust Deed
"Embedded Option"	A component of an Instrument that attaches certain rights to such Series or Tranche of Instruments, including but not limited to callability, convertibility or exchangeability
"Events of Default"	All such events as are defined under the Programme Trust Deed and particularly set out in the Series Trust Deed for the relevant Series
"FGN" or "Federal Government"	Federal Government of Nigeria
"Final Terms" or "Pricing Supplement" or "Supplementary Prospectus"	The document(s) to be issued pursuant to this Shelf Prospectus, which shall provide final terms and conditions of a specific Series or Tranche (as applicable) of Instruments issued under the Programme and is to be read in conjunction with the Shelf Prospectus
"Finance Acts"	The Finance Act, 2019, the Finance Act, 2020, the Finance Act, 2021 and Finance Act 2023;
"Fixed Rate Bonds"	Bonds in respect of which Coupon is to be calculated and paid on a fixed rate basis
"Floating Rate Bonds"	Bonds in respect of which Coupon is to be calculated and paid on a floating rate basis
"FMDQ Exchange"	FMDQ Securities Exchange Limited
"GDP"	Gross Domestic Product
"Green Bond"	Bonds issued in accordance with the terms of this Shelf Prospectus and the applicable Pricing Supplement, the proceeds of which are to be applied towards projects or other uses with positive environmental impact
"High Net Worth Investor"	As defined in the SEC Rules
"Holder(s)"	Registered or beneficial owner of an Instrument to be issued in accordance with this Shelf Prospectus and the applicable Pricing Supplement
"IFRS"	International Financial Reporting Standards
"Index Linked Coupon Bond"	Bonds in respect of which Coupon will be calculated by reference to an index and/or formula or to changes in the prices of securities or commodities or to such other factors as may be prescribed in the applicable Pricing Supplement
"Instrument"	The registered instruments issued under the Programme including but not limited to bonds, Green Bonds, Sukuk, debt-linked securities, currency-linked securities or any other type of instruments or securities that will be issued by the Company from time to time in accordance with the terms of the Shelf

	Prospectus and any applicable Pricing Supplement, with the maximum aggregate Principal Amount not exceeding ₦300,000,000,000 (Three Hundred Billion Naira)
"Instrument Maturity Date"	The date specified in the applicable Pricing Supplement on which any Instrument issued thereunder is to be redeemed
"ISA"	Investments and Securities Act No. 29 of 2007 (as amended)
"Issue Date"	The date on which any Instrument is issued as specified in the relevant Final Terms
"Issue Price"	The price at which any Instrument is issued as specified in the applicable Pricing Supplement
"Issuer Trustee"	Dangote Cement PLC or any special purpose vehicle set up by the Issuer for this purpose
"Issuing Houses"	The Lead Issuing House and Joint Issuing Houses
"Joint Issuing Houses"	Meristem Capital Limited, Quantum Zenith Capital & Investments Limited, United Capital PLC, and/or any other issuing house (s) that may be appointed by the Issuer and as disclosed in the relevant Pricing Supplement / Supplementary Prospectus
"Lead Issuing House"	Stanbic IBTC Capital Limited, or any other issuing house that may be appointed by the Issuer as a lead issuing house
"LFN"	Laws of the Federation of Nigeria, 2004
"Maturity Date"	the date on which any principal amount, final installment amount or final dissolution amount or final rental amount (as defined in the relevant Series Trust Deed) of Bonds or Sukuk (as applicable) of a Series or Tranche becomes due and payable
"Multi-Instrument Issuance Programme" or the "Programme"	The ₦300,000,000,000 multi-instrument issuance programme being undertaken by Dangote Cement PLC as described in this Shelf Prospectus, pursuant to which the Company may issue Series or Tranches (as applicable) of Instruments from time to time up to a maximum aggregate Principal Amount of ₦300,000,000,000
"Naira/NGN" or "₦"	The Nigerian Naira
"Nigeria"	The Federal Republic of Nigeria, and the term "Nigerian" shall be construed accordingly
"Optional Dissolution Date"	in relation to any exercise of the Optional Dissolution Right, the date(s) specified as such in the applicable Final Terms.
"Optional Dissolution Right"	The right exercisable by the Issuer Trustee to redeem the Certificates of the relevant Series or Tranche in whole, but not in part, at the relevant Dissolution Distribution Amount on any Optional Dissolution Date as specified in the applicable Final Terms of the relevant Series

"OTC"	Over the counter
"Payment Account"	in relation to each Series or Tranche (as applicable) of Instruments, the account from which payment will be made to the Holders at the times and in such amounts as are specified in the repayment schedule set out in the relevant Pricing Supplement; provided that in the case of the Sukuk, the Payment Account will be a non-interest-bearing account
"Periodic Distribution Amounts"	The amount that will be paid to the Certificateholders calculated on the basis specified in the applicable Final Terms
"Periodic Distribution Date"	The date(s) specified as such in the applicable Final Terms
"PIT"	Personal Income Tax
"PITA"	Personal Income Tax Act Chapter, P8, LFN 2004 (as amended by the Personal Income Tax (Amendment) Act No. 20 of 2011 and the Finance Acts
"Principal" or "Principal Amount"	The nominal amount of each Instrument, as specified in the applicable Pricing Supplement
"Professional Party(ies)"	Professionals engaged by the Issuer in connection with the establishment of the Programme as listed out on page 21 of this Shelf Prospectus
"Profit" or "Distribution"	Profit or rent due on the Certificates issued under the Programme as may be specified in the applicable Final Terms
"Profit Commencement Date"	The Issue Date or such other date as may be specified in the applicable Final Terms
"Programme Size"	The maximum aggregate outstanding Principal Amount of all of the Instruments that may be issuer under the Programme, being ₦300,000,000,000
"Programme Trust Deed"	The Programme Trust Deed dated on or about the date of this Shelf Prospectus between the Issuer and the Trustees in connection with the Multi-Instrument Issuance Programme and under which the Instruments will be constituted
"Qualified Institutional Investor(s)"	Qualified Institutional Investors as defined in Rule 321 of the SEC Rules
"Qualified Investors"	Qualified Institutional Investors and High Net Worth Investors, as stipulated by the SEC Rules
"Rating Agency"	Global Credit Rating Company Limited and/or any other SEC-registered/ recognized rating agency appointed by the Issuer
"Relevant Factor"	Variable or indices that may be applied in determining the Profit payment, Principal repayment or Coupon payment (as applicable)
"Register"	The record maintained by the Registrar detailing the particulars of Holders and respective Instruments held by each Holder
"Registrar"	Coronation Registrars Limited or any other entity so appointed by the Issuer

"Scheduled Dissolution Date"	The date specified as such in the applicable Final Terms
"SEC" or "Commission"	Securities and Exchange Commission, Nigeria
"SEC Rules"	The rules and regulations of the SEC, 2013 issued pursuant to the ISA (as amended from time to time)
"Senior Bonds"	Bonds (or other similar securities) that rank *pari passu* without any preference of one above another by reason of priority of date of issue, currency of payment or otherwise with all other senior unsecured obligations of the Company, present and future, and such additional features as may be specified in the applicable Pricing Supplement
"Series"	Tranche of Instruments (as applicable) together with any further Tranche or Tranches of Instruments which are identical in all respects except for their respective Issue Dates, Embedded Options and/or Maturity Dates, Profit Commencement Date, Coupon Commencement Dates and/or Issue Prices (as applicable)
"Series Trust Deed''	A Deed supplementing or modifying the provisions of the Programme Trust Deed entered into by the Issuer and the Trustees with regards to a specific Series or Tranche (as applicable)
"Settlement Date"	The date by which the successful investor(s) must pay for the Instruments delivered by the Company
"Shelf Prospectus" or "Prospectus"	This prospectus that the Company has filed in connection with the Programme, in accordance with the SEC Rules
"Subordinated Bonds"	Bonds that rank *pari passu*, without any preference of one above the other by reason of priority of date of issue, currency of payment or otherwise with all other subordinated unsecured obligations of the Company, present and future, except to the extent that any such obligations are by their terms expressed to be subordinated in right of payment to other subordinated unsecured obligations
"Sukuk"	Shariah compliant instruments issued by the Issuer or the Issuer Trustee (as applicable) from time to time, pursuant to the Programme Trust Deed and the applicable Series Trust Deed, which represent an undivided ownership interest in the Trust Assets, proportionate to the value of the Certificateholder's investment in the Trust Assets
"The Exchange" or "NGX"	The Nigerian Exchange Limited
"Tranche"	Instruments which are identical in all respects (as applicable) (including as to listing) except for their respective Issue Dates, Embedded Options and/or Maturity Dates, Profit Commencement Date, Coupon Commencement Dates and/or Issue Prices (as applicable).
"Trust Assets"	in relation to the relevant Series or Tranche of Sukuk will be (a) the cash proceeds of the issue of the relevant Series or Tranche of Certificates, pending application thereof in accordance with the terms of the Transaction Documents; (b) all of the Trustee's rights, title, interest, benefits and entitlements, present and future, in, to and under the assets acquired with the

	cash proceeds referred to in (a) above; (c) all of the Issuer Trustee's rights, title, interest, benefits and entitlements, present and future, in, to and under the Transaction Documents; (d) all monies standing to the credit of the relevant Transaction Account from time to time; and all proceeds of the foregoing listed (a) to (d)
"Trust Deeds"	Programme Trust Deed and Series Trust Deed
"Trustees"	ARM Trustees Limited, Coronation Trustees Limited, FBNQuest Trustees Limited and Quantum Zenith Trustees & Investments Limited, their successors and permitted assigns and/or any other trustee appointed by the Issuer in accordance with the Programme Trust Deed
"Trustees Act"	Trustees Investments Act Chapter T22, LFN 2004
"Validity Period"	A period of three (3) years from the date of this Shelf Prospectus, save as may be extended further to the approval of the SEC
"Variable Coupon Amount Bonds"	A Bond on which payment of Coupon will be calculated by reference to a variety of financial instruments, a currency exchange rate or any other index or formula or as otherwise provided in the relevant Pricing Supplement
"VAT"	Value Added Tax
"VAT Act"	Value Added Tax Act Chapter V1, LFN 2004 as amended by the Value Added Tax (Amendment) Act 2007 and the Finance Acts;
"Zero Coupon Bond"	Non-interest-bearing Bond or similar securities.

DANGOTE CEMENT

RC: 208767
Dangote Cement PLC
Leadway Marble House
1, Alfred Rewane Road, Ikoyi, Lagos, Nigeria
Tel: +234 1 460 643
Email: customercare@dangote.com
Website: www.cement.dangote.com

03 June 2024

Declaration by the Issuer
Establishment of a ₦300 billion Multi-Instrument Issuance Programme by Dangote Cement PLC

This Shelf Prospectus has been prepared on our behalf to provide information and disclosures on relevant aspects of Dangote Cement PLC (the "Issuer"), to prospective investors in connection with the Programme and the investment in the securities to be issued thereunder.

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

1. We confirm that the information contained in this Shelf Prospectus 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 since the publication of the Issuer's 2023 Audited Financial Statements;
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 this Shelf Prospectus; 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 this Shelf Prospectus 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 Issuer are listed.

Yours faithfully,

SIGNED for and on behalf of
Dangote Cement PLC

By its duly authorized representatives

Arvind Pathak
Chief Executive Officer

Gbenga Fapohunda
Ag. Chief Financial Officer

Edward Imoedemhe
Company Secretary

NOTARIZED BY ME
THIS 3RD JUNE 2024

SULAIMAN O. ZUBAIR
SCN: 028055
Notary Public Of The Federal Republic Of Nigeria
Leadway Marble House, No. 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos, Nigeria.
Tel: +234 802 327 8217, +234 807 659 0085

DANGOTE CEMENT

RC: 208767
Dangote Cement PLC
Leadway Marble House
1, Alfred Rewane Road, Ikoyi, Lagos, Nigeria
Tel: +234 1 460 643
Email: customercare@dangote.com
Website: www.cement.dangote.com

03 June 2024

The Chief Executive
Stanbic IBTC Capital Limited
Stanbic IBTC Towers
Walter Carrington Crescent
Victoria Island
Lagos

Dear Sir,

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

Dangote Cement PLC is in the process of establishing its proposed ₦300 billion Multi-Instrument Issuance Programme with the Securities and Exchange Commission ("**SEC**").

Based on our review of the financial statements of Dangote Cement for the year ended 31 December 2023, we have a reasonable expectation that Dangote Cement has adequate resources to continue as a going concern in the foreseeable future.

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

Yours faithfully,

For and on behalf of **Dangote Cement PLC**

Arvind Pathak	**Gbenga Fapohunda**
Director	Ag. Chief Financial Officer

KPMG

KPMG Professional Services
KPMG Tower
Bishop Aboyade Cole Street
Victoria Island
PMG 40014, Falomo
Lagos

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

19 June 2024

The Chief Executive
Stanbic IBTC Capital Limited
Stanbic IBTC Towers
Walter Carrington Crescent
Victoria Island
Lagos

Dear Sir

Going Concern Status of Dangote Cement Plc in Respect of the Establishment of a ₦300 billion Multi-Instrument Issuance Programme and the Issuance of Series 1 Bonds Thereunder

In line with the Securities and Exchange Commission's rules and regulations, 2013, Part F, Section 288 (17) which requires the directors of an issuer and the auditors to an issue to make a declaration in the prospectus as to whether or not a company will continue in operation in the foreseeable future, we make the following representations in connection with the audit of the consolidated and separate financial statements of Dangote Cement Plc ("the Company") and its subsidiaries (together, "the Group") for the year ended 31 December 2023:

1. We confirm that we are the statutory auditors of the Group and Company for the year ended 31 December 2023.
2. We audited the consolidated and separate financial statements of the Group and Company for the year ended 31 December 2023 which were prepared in accordance with IFRS Accounting Standards as issued by the International Accounting Standards Board (IFRS Accounting Standards) and in the manner required by the Companies and Allied Matters Act (CAMA), 2020 and the Financial Reporting Council of Nigeria (Amendment) Act, 2023.
3. The consolidated and separate financial statements of Dangote Cement Plc and its subsidiaries for the year ended 31 December 2023 was prepared on the basis of the accounting policies applicable to a going concern which indicates that the Group and Company will continue to exist for the foreseeable future.
4. We issued an unmodified report on the audit of the consolidated and separate financial statements of Dangote Cement Plc and its subsidiaries for the year ended 31 December 2023. Our report was dated 29 February 2024. As part of our responsibilities to the consolidated and separate financial statements, we concluded on the appropriateness of the director's use of the going concern basis of accounting based on the audit evidence obtained.

Yours faithfully
For: **KPMG Professional Services**

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

NOTICE TO PROSPECTIVE INVESTORS

This Shelf Prospectus has been prepared by the Company in connection with its Programme, pursuant to which the Company proposes to issue Instruments with varying maturities, terms and conditions and is issued, for purposes of giving information to prospective investors in respect of the Instruments.

The Programme provides some flexibility for the Company as it accommodates the issuance of various instruments in accordance with applicable laws, this Shelf Prospectus and the Terms and Conditions.

Following the registration of this Shelf Prospectus with the SEC, the SEC will register the Instruments as they are issued under each Series.

No person has been authorised to give any information or to make any representation other than those contained in this Shelf Prospectus in connection with the Programme and if given or made, such information or representation must not be relied upon as having been authorised by the Company or any of the Professional Parties.

1. INVESTMENT ADVICE

Neither this Shelf Prospectus nor any other information supplied in connection with the Instruments is intended to provide the basis of any credit or other evaluation or should be considered as a recommendation by the Company, any of the Professional Parties that any recipient of this Shelf Prospectus or any other information supplied in connection with the Instruments should purchase the Instruments.

The receipt of this Shelf Prospectus or any information contained in it or supplied with it or subsequently communicated to any person is not to be construed as constituting investment advice from the Company or the Professional Parties, to any prospective investor. Prospective investors should make their independent assessment of the benefits of subscribing to the Instruments and should obtain their own professional advice in connection with any prospective investment by them in the Instruments. Neither the Shelf Prospectus nor any other information supplied in connection with the Programme, or the Instruments constitutes an offer or invitation by or on behalf of the Company or any of the Professional Parties to any person to subscribe to or purchase the Instruments.

Neither the delivery of this Shelf Prospectus nor the offering, sale or delivery of the Instruments shall in any circumstances imply that the information contained herein concerning the Company is correct at any time after the date of this Shelf Prospectus or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date of the document containing same.

The Professional Parties expressly do not undertake to review the financial condition or affairs of the Company throughout the life of the Instruments or to advise any investor in the Instruments of any information coming to their attention. The Professional Parties have not separately verified the information contained in this Shelf Prospectus and accordingly no representation, warranty or undertaking, express or implied, is made and to the fullest extent permitted by law, no responsibility or liability is accepted whether in contract or otherwise by the Professional Parties as to the accuracy or completeness of the information contained in this Shelf Prospectus or any other information supplied in connection with the Instruments or their distribution. Each person receiving this Shelf Prospectus acknowledges that it has not relied on the Issuing Houses or any other Professional Party or any person affiliated with any of them in connection with its investigation of the accuracy of this Shelf Prospectus or such information or its investment decision.

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

The Company and the members of the Board, whose names appear on page 20 of this Shelf Prospectus, individually and collectively accept full responsibility for the accuracy of the information contained herein and have taken reasonable care to ensure that the material facts contained in this Shelf Prospectus are true and accurate in all material respects and confirm, having made all reasonable enquiries, that to the best of their knowledge and belief, there are no material facts, the omission of which, would make any material statement herein misleading or untrue.

2. STATISTICAL INFORMATION, DATA AND FIGURES

Some statistical information reported in this Shelf Prospectus have been reproduced from official publications of, and information supplied by, a number of the Nigerian government agencies and ministries, and other third-party sources, including the CBN, the International Monetary Fund (the "**IMF**"), the Debt Management Office (the "**DMO**") and the National Bureau of Statistics (the "**NBS**"). Views may necessarily vary among the sources from which the information in this Shelf Prospectus was obtained. This third-party information is presented under "Industry Overview", "Macro-Economic Overview" and "Risk Factors". Where such third-party information appears in this Shelf Prospectus, it has been cited as such. The Company has accurately reproduced such information, has not independently verified such information included in this Shelf Prospectus and, so far as the Company is aware and is able to ascertain, no facts have been omitted that would render the reproduced information inaccurate or misleading. The Company has relied on the accuracy of this information without independent verification.

Prospective investors are, therefore, advised to consider this information with caution. The underlying information, on which market studies are based, is to all intents and purposes, speculative. As such, these market and industry studies may not be accurate or appropriate. While neither the Company nor the Professional Parties have any reason to believe that any of the market or industry is materially inaccurate, neither the Issuer nor the Professional Parties have independently verified the figures, market data or other information on which third parties have based their studies and no representation is made by the Company or the Professional Parties with respect to the accuracy or completeness of any of these market or industry studies.

3. ROUNDING

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

4. TIMES

All times referred to in this Shelf Prospectus are, unless otherwise stated, references to Lagos, Nigeria time.

5. CAUTIONARY STATEMENT REGARDING FORWARD LOOKING STATEMENTS

This Shelf Prospectus and any applicable Pricing Supplement may contain statements that constitute forward-looking statements that involve risks and uncertainties because they relate to events and depend on circumstances that may or may not occur in the future. All statements other than statements of historical facts included in this Shelf Prospectus are forward-looking statements. Such forward-looking statements may include, without limitation, statements relating to the Company's expectations, hopes, beliefs, intentions, or strategies in the future. In addition, any statement that refers to projections, forecasts or other characterisations of future events or circumstances, including any underlying assumptions, is a forward-looking statement. Forward-looking statements are based on the current expectations and assumptions of the Company and its subsidiaries, the business, the economy, plans, objectives or goals of the Company and its subsidiaries, the Company's future economic performance or prospects, the potential effect on the Company's future economic performance or prospects, the potential effect on the Group's future performance of certain contingencies; and assumptions underlying any such statements. The forward-looking statements by the Company concerning its anticipated development have been included solely for illustrative purposes.

Words such as "believes", "anticipates", "expects", "estimates", "may", "are expected to", "intends", "will", "will continue", "should", "would", "could", "may", "might", "seeks", "approximately", "anticipates", "plans", "possible", "potential", "predict" "project" and similar expressions, or in each case their negatives, are intended to identify forward-looking statements but are not the exclusive means of identifying such statements.

The Company is not obliged to and does not intend to update these forward-looking statements except as may be required by applicable securities laws. All subsequent written or oral forward-looking statements attributed to the Issuer, or persons acting on the Issuer's behalf, are expressly qualified in their entirety by the cautionary statements contained throughout this Shelf Prospectus. A prospective investor in the Instruments should not place undue reliance on these forward-looking statements. By their very nature, forward-looking statements involve inherent risks and uncertainties, both general and specific, and risks exist that the predictions, forecasts, projections and other outcomes described or implied in forward-looking statements will not be achieved. A number of important factors could cause results to differ materially from the plans, objectives, expectations, estimates and intentions expressed in such forward-looking statements.

These factors include:

- The overall political, socio-economic and business environment in Nigeria and other African countries in which the Company and its subsidiaries operate;
- Economic and political conditions in international markets, including governmental changes;
- Changes in tax provisions, including tax rates or revised/new tax laws or interpretations;
- Interest rate fluctuations and changes in other capital market conditions affecting interest rate levels;
- Changes in government regulations, especially those pertaining to the Company's industry;
- The demand for the Company's products;
- Exchange rate fluctuations;
- Hostilities and disruptions in Nigeria, or other countries in which the Company and/or its subsidiaries operate;
- The ability to maintain sufficient liquidity and access capital markets;
- Adverse rating actions by credit rating agencies in respect of the Company;
- The Company's ability to achieve its strategic objectives, including improved performance, reduced risks, lowered costs and more efficient use of capital;
- The ability of counterparties to meet their obligations to the Company;
- The effects of, and changes in, fiscal, monetary and trade policies, and currency fluctuations;
- Developments relating to war, civil unrest or terrorist activity;
- The possibility of foreign exchange controls, expropriation, nationalization or confiscation of assets in countries in which the Company conducts operations;
- Operational factors such as systems failure, human error or the failure to implement procedures properly;
- Actions taken by regulators with respect to the Company's businesses and practices and possible resulting changes to the business organisation, practices and/or policies;
- The ability to retain and recruit qualified personnel;
- The ability to maintain the Company's reputation and promote the Company's brands;
- The ability to increase market share and control expenses;
- Technological changes;
- Acquisitions, including the ability to integrate acquired businesses successfully, and divestitures, including the ability to sell non-core assets;
- The adverse resolution of litigation, regulatory proceedings and/or other contingencies;
- The ability to achieve the Company's cost efficiency goals and cost targets; and
- The Company's success at managing the risks involved in the foregoing.

The list above is illustrative of the factors that may affect future performance and the accuracy of forward-looking statement but is not exhaustive. The sections of this Shelf Prospectus titled "*Risk Factors*" and "*Operating Overview*" contain more detailed discussions on the factors that could affect the Company's future performance and the industry in which it operates.

If one or more of the risks or uncertainties described under "Risk Factors" or elsewhere in this Shelf Prospectus materialize, or if underlying assumptions prove incorrect, the Issuer's actual results, performance or achievements or industry results may be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements and it is not possible for the Issuer to predict all of them. These forward-looking statements speak only to the date of this Shelf Prospectus or as of such earlier date at which such statements are expressed to be given.

The Company expressly disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statement contained herein to reflect any change in the Issuer's beliefs or the Issuer's expectations with regards thereto or any change in circumstances, events or conditions on which any such statements are based. Thus, when evaluating forward-looking statements, prospective investors should carefully consider the foregoing factors and other uncertainties and events, as well as the other risks identified in this Shelf Prospectus.

DOCUMENTS INCORPORATED BY REFERENCE

This Shelf Prospectus should be read and construed in conjunction with:

1. The H1 2024 Management Accounts and the Financial Statements comprising the audited annual financial statements of the Issuer and prepared in compliance with the IFRS issued by the IASB. The Issuer will, in the event of any material change in its financial position which is not reflected in this Shelf Prospectus, prepare an amendment or addendum to this Shelf Prospectus; and

2. Each applicable Pricing Supplement or Supplementary Prospectus relating to any Series or Tranche of the Instruments issued under this Shelf Prospectus.

Any statement contained in a document which is incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Shelf Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Shelf Prospectus.

AVAILABILITY OF INFORMATION

This Shelf Prospectus and any Supplementary Prospectus, if applicable, are accessible, and copies of same may be obtained (without charge) at the offices of the Lead Issuing House and any of the Joint Issuing Houses (as set out on page 21 from 8.00 a.m. until 5.00 p.m. on Business Days, during the Validity Period.

Additional information may be obtained by contacting the Lead Issuing House and any of the Joint Issuing Houses on any Business Day during the period between the respective opening and closing dates of any Series or Tranche of Instruments issued under the Programme as specified in the applicable Pricing Supplement; provided that the Lead Issuing House possesses such information or can acquire and provide it to the prospective investor without unreasonable effort or expense.

Copies of the Financial Statements of the Issuer incorporated by reference herein may be obtained from the Issuer's website at: *www.dangotecement.com* Telephone enquiries should be directed to the Lead Issuing House or any of the Joint Issuing Houses on **+234 0201 422 8855 or at** StanbicIBTC-DebtCapitalMarkets@stanbicibtc.com**.**

ISSUE OF PRICING SUPPLEMENTS

Following the registration of this Shelf Prospectus with the SEC, a Pricing Supplement may be prepared by the Issuer and the Issuing Houses (in relation to a Series or Tranches of Instruments) for the approval of the SEC in accordance with the SEC Rules.

The Issuer's information given in this Shelf Prospectus and the terms and conditions of the Instruments to be issued under the Programme may be updated in a Supplementary Prospectus or the applicable Pricing Supplement pursuant to the SEC Rules. Statements contained in any such Pricing Supplement, shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Shelf Prospectus.

1. DIRECTORS AND COMPANY SECRETARY

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

Mr. Arvind Pathak
Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos

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

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

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

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

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

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

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

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

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

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

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

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

Company Secretary

Mr. Edward Irekpita Imoedemhe

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

2 PROFESSIONAL PARTIES

Lead Issuing House:

Stanbic IBTC Capital Limited
Stanbic IBTC Towers
Walter Carrington Crescent
Victoria Island
Lagos

Oyinda Akinyemi

Joint Issuing Houses

Meristem Capital Limited
20A Gerrard Road,
Ikoyi,
Lagos

Salaman Adedokun

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

MARK UKPEPE

United Capital PLC
3rd Floor Afriland Towers
97/101 Broad Street, Lagos Island
Lagos

Sunny Anene

Joint Trustees:

ARM Trustees Limited
1 Mekunwen Road
Ikoyi
Lagos

JUMOKE OGUNDARE

FBNQuest Trustees Limited
10 Keffi Street
Off Awolowo Road
Ikoyi
Lagos

Adekunle Awojobi

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

MARK UKPEPE

Coronation Trustees Limited
No 10, Amodu Ojikutu Street
Off Saka Tinubu Street
Victoria Island, Lagos

OPEYEMI SADIK

Joint Trustees Advised by:
Alliance Law Firm
71, Ademola Street,
Off Awolowo Road

Solicitors to the Issuer:

Banwo & Ighodalo
48 Awolowo Road
South-West Ikoyi
Lagos

Azeezah Muse-Sadiq

Solicitors to the Transaction:

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

Olabisi Makanjuola

Reporting Accountant:

PricewaterhouseCoopers
Landmark Towers
5B Water Corporation Road
Victoria Island
Lagos

CHIDI OJECHI

Auditor:

KPMG Professional Services
KPMG Towers, Bishop Aboyade Cole Street
Victoria Island
Lagos

Dunni Okegbemiro

Rating Agency:

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

Suliat Ayinla

Registrar:

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

Augustina Obi

CORPORATE INFORMATION OF THE COMPANY:

Head Office:

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

Website:
www.dangotecement.com

Contact telephone number and email:
+234 905 398 4855
Temilade.Aduroja@Dangote.com

THE PROGRAMME

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

This Shelf Prospectus is being issued in compliance with the provisions of the ISA, the SEC Rules and the listing requirements of relevant securities exchanges and contains particulars in compliance with the requirements of the SEC for the purpose of giving information to the public with regards to the Programme. The specific terms of each Series or Tranche for which this Shelf Prospectus is being delivered will be set forth in the Applicable Pricing Supplement. These terms shall include the specific designation, aggregate principal amount, the currency or currency unit for which the Instruments of that Series or Tranche may be purchased, maturity, interest provisions, authorised denominations, issue price, any terms of redemption and any other specific terms.

In the event that any issue under the Programme is to be listed, an application will be made to either the Governing Council of The NGX for the admission of such Instruments to its Daily Official List and/or to FMDQ Exchange for the admission to its Daily Quotations List for the listing of the Instruments. Upon admission, the Instruments will qualify as securities in which Trustees may invest under the Trustees Act.

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

LEAD ISSUING HOUSE

Stanbic IBTC Capital

RC1031358

JOINT ISSUING HOUSES

MERISTEM CAPITAL LIMITED	Quantum ZENITH	United Capital
RC 1297664	RC639491	RC 444999

on behalf of

DANGOTE CEMENT

DANGOTE CEMENT PLC (RC 208767)
are authorised to distribute this Shelf Prospectus in respect of the
₦300,000,000,000 Multi-Instrument Issuance Programme.

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

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

This Shelf Prospectus contains:

1. on page **11**, the declaration to the effect that the Issuer and its subsidiaries did not breach any terms and conditions in respect of borrowed monies which resulted in the occurrence of an event of default and an immediate recall of such borrowed monies during the 12 (twelve) calendar months immediately preceding the date of filing an application with the SEC for the registration of this Shelf Prospectus;

2. on pages **34** to **64**, the Terms and Conditions of the Instruments;

3. on pages **139** to **140**, the extract of the Reporting Accountant's Report on the Company's historic financial information, prepared by PricewaterhouseCoopers for incorporation in this Shelf Prospectus;

4. on page **118 to 121** extract of the rating report on the Company prepared by Global Credit Rating Company Limited; and

5. on page **153 to 154**, opinion on the claims and litigation against the Issuer prepared by the Solicitors to the Transaction.

Validity Period of the Shelf Prospectus and Delivery of Documents:

This Shelf Prospectus is valid until 30th December 2027. No Instrument shall be issued on the basis of this Shelf Prospectus read together with any Pricing Supplement issued pursuant hereto later than three (3) years after the date of this Shelf Prospectus. This Shelf Prospectus can be obtained at the office of the Issuer and the Issuing Houses throughout its validity period.

PARTICULARS OF THE PROGRAMME AND PROGRAMME OVERVIEW

1. SUMMARY OF THE PROGRAMME

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

ISSUER:	Dangote Cement PLC
PROGRAMME DESCRIPTION:	The Issuer, Dangote Cement Plc, is a public limited liability company established for the purpose of establishing factories for the preparation, manufacture, sale and distribution of cement and related products. The purpose of the Transaction is to support the Issuer's funding requirements by issuing Instruments. A multi-instrument issuance programme being undertaken by Dangote Cement PLC pursuant to which Series or Tranches of Instruments may be issued by Dangote Cement PLC, up to the maximum aggregate Principal Amount outstanding of which shall not exceed the Programme Size. Under the terms of the Programme, Bonds, Green Bonds, Sukuks, Senior Bonds, Subordinated Bonds, Fixed Rate Bonds, Floating Rate Bonds, Floating Rate Sukuk, Fixed Rate Sukuk, Zero Coupon Bonds and any combinations thereof (as applicable, where possible) may be issued, all of which shall be denominated in Naira and on such terms and conditions as may be agreed between the Issuer and the Issuing Houses and specified in the relevant Pricing Supplement. Instruments to be offered hereunder are accorded a shelf registration with the SEC for a three (3) year period commencing on the date of the issue of this Shelf Prospectus. No Instruments shall be offered on the basis of this Prospectus after the expiration of the Validity Period unless the Validity Period is extended by the SEC. The Instruments shall be constituted by the Programme Trust Deed. A Series Trust Deed will be issued in respect of each Series.
Type of Instruments:	Instruments issued under the Programme may be interest bearing or non-interest bearing, as disclosed in the relevant Pricing Supplement / Supplementary Prospectus.
Interest Bearing Instruments:	The Issuer may issue interest bearing Instruments in the form of conventional Bonds, Green Bonds, Blue Bonds, Dual Currency Bonds, Index Linked Bonds, Variable Coupon Bonds, Social Bonds and any other type of

	interest-bearing Instruments, as disclosed in the relevant Pricing Supplement. Interest may be at a fixed or floating rate (and may vary during the lifetime of the relevant Series) or indexed as specified in the Pricing Supplement / Supplementary Prospectus.
Non-Interest-Bearing Instruments:	The Issuer may issue non-interest bearing Instruments in the form of Ijarah Sukuk, Murabahah Sukuk, Musharaka Sukuk, Mudharabah Sukuk or such other instruments as will be regarded as being in compliance with the principles of Sharia Law. The Issuer may also issue Zero Coupon Bonds at a discount to par value, which will not bear interest. Where Instruments are non-interest bearing, the applicable Pricing Supplement/ Supplementary Prospectus and the other transaction documents shall be compliant with all relevant requirements in relation to the issuance of non-interest-bearing securities.
Sukuk	If issuing Sukuk, the Issuer may issue Sukuks directly or where the transaction exigency requires, Sukuk may be issued through special purpose vehicle(s), subject to obtaining requisite regulatory approvals. The provisions of the Programme Trust Deed shall apply separately and independently to the instruments, provided that any terms and conditions relevant to additional Instruments, if any, under the Programme shall be governed by the relevant Series Trust Deed(s). In accordance with the relevant Declaration of Trust or Series Trust Deed for a Sukuk, the Issuer Trustee will, inter alia, unconditionally and irrevocably appoint the Delegate Trustees to be its delegate and attorney and to exercise certain present and future rights, powers, authorities and discretions vested in the Issuer Trustee by certain provisions of the Trust Deed. In particular, the Delegate Trustees shall be entitled to (and, in certain circumstances, shall, subject to being indemnified and/or secured and/or pre-funded to its satisfaction, be obliged to) take enforcement action following a Dissolution Event
LEAD ISSUING HOUSE	**Stanbic IBTC Capital Limited.**
JOINT ISSUING HOUSES:	**Meristem Capital Limited, Quantum Zenith Capital & Investments Limited, United Capital PLC, or any other issuing house that may be appointed by the Issuer as a joint issuing house**, from time to time, in relation to the Programme.
REGISTRAR:	Coronation Registrars Limited and/or such other registrar as may be specified in the relevant Pricing Supplement.

LISTING:	Each Series or Tranche of the Instrument may be unlisted or listed on a recognized securities exchange such as the NGX, FMDQ Exchange and/or any other relevant securities exchange as specified in the relevant Pricing Supplement.
PROGRAMME SIZE:	Up to ₦300,000,000,000 (Three Hundred Billion Naira).
AVAILABILITY:	The Programme will be continuously available during the Validity Period.
METHODS OF ISSUE:	Instruments under this Programme may be issued via Book Building, public offering, private placement, reverse enquiry or any other such methods as described in the applicable Pricing Supplement and as approved by the SEC.
ISSUANCE IN SERIES:	The Instruments may be issued in Series and each Series may comprise one (1) or more Tranches. The Instruments in each Series will be subject to identical terms, whether as to currency or otherwise, or terms which are identical except that the Issue Date and/or Maturity Date, the Issue Price, Profit Commencement Date or Coupon Commencement Date (as applicable) may be different. Details applicable to each Series or Tranche will be specified in the relevant Pricing Supplement. A Series may only be comprised of Instruments in registered form.
ISSUANCE IN TRANCHES:	The Instruments may be issued in Tranches, and Instruments in each Tranche may be identical in all respects except that the Issue Date and/or Maturity Date, the Issue Price, Profit Commencement Date or Coupon Commencement Date (as applicable) may be different. Details applicable to each Tranche will be specified in the relevant Pricing Supplement. A Tranche may only be comprised of Instruments in registered form.
COUPON RATES:	Bonds may be interest-bearing or non-interest-bearing. Coupon (if any) may be at a fixed rate or floating rate and may vary during the lifetime of the relevant Series.
PERIODIC DISTRIBUTION AMOUNTS:	Certificateholders are entitled to receive periodic distribution amounts representing the income due on the outstanding amount of the Certificate, equal to the Profit Rate and as specified in the applicable Final Terms.
PROFIT, RENTAL OR RETURN RATE:	The profit, rental or return rate payable from time to time in respect of the Certificates and that is either specified in the applicable Final Terms or calculated in accordance with the provisions hereof.
USE OF PROCEEDS:	The use of proceeds for each Series or Tranche shall be in compliance with applicable rules and regulations and

	specified in the relevant Pricing Supplement. The Issuer will receive the net proceeds of each issuance after the deduction of the costs of the issuance.
VARIABLE COUPON AMOUNT BONDS:	The Pricing Supplement issued in respect of each issue of Variable Coupon Amount Bonds will specify the basis for calculating the amounts of Coupon payable, which may be by reference to a variety of financial instruments, a currency exchange rate or any other index or formula or as otherwise provided in the relevant Pricing Supplement.
CURRENCIES:	Instruments will be denominated in Naira, or such other currency or currency units as may be agreed among the Company and the Issuing Houses, subject to compliance with all applicable legal or regulatory requirements (including selling restrictions and additional disclosure requirements) in each case as described in the relevant Pricing Supplement.
STATUS OF THE INSTRUMENTS:	The Programme allows for the issuance of various types of Instruments including Senior Bonds or Subordinated Bonds. The Senior Bonds are direct, unconditional, unsecured obligations of the Issuer and shall at all times rank *pari passu* among themselves without any preference of one above the other by reason of priority of date of issue, currency of payment or otherwise. The payment obligations of the Issuer under the Senior Bonds and in respect of currency of payment, and any Coupon thereon (as applicable) shall at all times rank at least equally with all other senior unsecured obligations of the Company, present and future, except for obligations mandatorily preferred by law applying to companies generally or except to the extent that any such obligations are by their terms expressed to be subordinated in right of payment, amounts and terms of issue to be published by the Issuer from time to time by way of a Pricing Supplement. The Subordinated Bonds will rank *pari passu* without any preference of one above the other by reason of priority of date of issue, currency of payment or otherwise with all other subordinated unsecured obligations of the Company, present and future, except to the extent that any such obligations are by their terms expressed to be subordinated in right of payment to other subordinated unsecured obligations. The Senior Bonds will rank in priority of payment to the Subordinated Bonds. The Certificates will constitute senior unsecured obligations of the Issuer Trustee and shall at all times rank *pari passu*, without any preference or priority with all other Certificates of the relevant Series or Tranche;

	and shall represent an undivided ownership interest in the Trust Assets of the relevant Series, subject to the terms of the relevant Declaration of Trust; and the Final Terms, and will be limited recourse obligations of the Issuer Trustee. The payment obligations of the Issuer (in any capacity) under the Transaction Documents in respect of each Series or Tranche of Certificates will be (subject to the Final Terms) direct, unconditional and unsecured obligations and shall, save for such exceptions as may be provided by applicable legislation and subject to the Final Terms, at all times rank at least pari passu with all other present and future unsecured and unsubordinated obligations of the Issuer, from time to time outstanding.
LIMITED RECOURSE:	Each Certificate of a particular Series or Tranche will represent an undivided ownership interest in the Trust Assets for such Series. No payment of any amount whatsoever shall be made in respect of the Certificates except to the extent that funds for that purpose are available from the relevant Trust Assets. Certificateholders have no recourse to any assets of the Issuer Trustee (and/or its directors, officers or agents in their capacity as such) (other than the relevant Trust Assets) or the Delegate Trustees or any of their respective directors, officers, employees or agents in respect of any shortfall in the expected amounts from the relevant Trust Assets to the extent the relevant Trust Assets have been exhausted, following which all obligations of the Issuer Trustee shall be extinguished.
CLOSING DATE:	The closing date of a specific Series or Tranche shall be stated in the relevant Pricing Supplement relating to that Series.
RATINGS:	The Instruments issued under this Programme will be rated by one, or more rating agencies at the instance of the Issuer. The rating report(s) will be set out in the relevant Pricing Supplement.
PROVISION OF DEBT SERVICE RESERVE ACCOUNT	The Debt Service Reserve Account ("DSRA") may be created in respect of any Tranche or Series in accordance with the provisions of the applicable Series Trust Deed. The DSRA, where established, shall be funded from the Issuer's operating cash flows and be managed by the Trustees.
EVENTS OF DEFAULT:	The events of default under the Instruments are as specified in the Programme Trust Deed and as modified in respect of any Series or Tranche by the applicable Series Trust Deed and Declaration of Trust. The Trustees shall notify the SEC upon the occurrence of such event(s) of default as required by the SEC Rules.

DISSOLUTION EVENTS (APPLICABLE TO THE SUKUK)	The Dissolution Events applicable to any Sukuk issued under the Programme are as described in the Programme Trust Deed and as modified in respect of any Series or Tranche by the applicable Declaration of Trust. Following the occurrence and continuation of a Dissolution Event in respect of a Series or Tranche of Certificates, the Certificates may be redeemed in whole, but not in part, at the relevant Dissolution Distribution Amount on the Dissolution Event Redemption Date in the manner described in the Final Terms.
FORM OF THE INSTRUMENTS:	The Instruments will be issued in registered form. The issue and ownership of the Instruments will be effected and evidenced by the particulars of the Holder being entered in the Register by the Registrar and the Instruments being electronically credited in the CSD accounts of the Holders. Unless otherwise specified in the final terms of any Series, the Instruments shall be issued in uncertificated (dematerialised or book entry) form, which shall be registered with a separate securities identification code with the CSD.
SUBSCRIPTION OF INSTRUMENTS:	The Instruments may be subscribed to in accordance with the form of application set out in the relevant Pricing Supplement relating to the Instruments being issued.
ISSUE PRICE:	The Instruments may be issued at par or at a discount or premium to par. The Issue Price of a specific Series or Tranche shall be specified in the relevant Pricing Supplement of the relevant Series.
MATURITY OF INSTRUMENTS:	The Instruments may be issued with such maturities as may be agreed between the Issuer and the relevant Issuing Houses and as indicated in the relevant Pricing Supplement, subject to such minimum or maximum maturities as may be allowed or required from time to time by the Issuer or any laws or regulations applicable to the Issuer or the relevant specified currency.
DENOMINATIONS:	Instruments will be issued in such denominations as may be agreed between the Company and the relevant Issuing Houses and as specified in the relevant Pricing Supplement, subject to compliance with all applicable legal and regulatory requirements, and in accordance with usual market practice.
TENOR:	The tenor of a particular Series or Tranche of Instruments shall be determined by the Issuer and the relevant Issuing Houses and specified accordingly in the relevant Pricing Supplement for the Instruments being issued.

EARLY REDEMPTION:	Early redemption will be permitted only to the extent specified in the relevant Series Trust Deed and the relevant Pricing Supplement, and subject to any applicable legal or regulatory limitations.
EARLY DISSOLUTION:	If so specified in the applicable Declaration of Trust, the Certificates may be redeemed in whole, but not in part, prior to the Scheduled Dissolution Date upon the: (a) exercise of an Optional Dissolution Right (if so specified in the applicable Final Terms); or (b) occurrence of a Dissolution Event, in each case, at the relevant Dissolution Distribution Amount on the relevant Dissolution Date.
OPTIONAL DISSOLUTION RIGHT:	If so specified in the applicable Final Terms, the Issuer Trustee may redeem the Certificates of the relevant Series or Tranche in whole, but not in part, at the relevant Dissolution Distribution Amount on any Optional Dissolution Date. If applicable to the relevant Series, the Optional Dissolution Date(s) will be specified in the applicable Final Terms.
REDEMPTION:	Instruments may be redeemable at par or at such other redemption amount (detailed in a formula or otherwise) as may be specified in the relevant Pricing Supplement.
REDEMPTION AMOUNT:	The relevant Pricing Supplement will specify the redemption amount or if applicable, the basis for calculating the redemption amount payable.
REPAYMENT:	Repayment terms in respect of the Instruments issued under the Programme shall be specified in the relevant Pricing Supplement for the Series or Tranche being issued.
DAY COUNT CONVENTION:	Different day count conventions may be stipulated in the relevant Pricing Supplement.
FREQUENCY:	The frequency of payment of Coupon, Periodic Distribution Amount or any other monies due on the Instruments shall be specified in the relevant Pricing Supplement for the Instruments being issued.
TAXATION:	Pursuant to the Companies Income Tax (Exemption of Bonds and Short Term Government Securities) Order 2011 ("CIT Order") and Value Added Tax (Exemption of Proceeds of the Disposal of Government and Corporate Securities) Order 2011 ("VAT Order") (altogether, the "Orders"), all Bonds in Nigeria were exempt from taxes ordinarily imposed under the Companies Income Tax Act 2004 and from the imposition of Value Added Tax respectively, for a period of 10 (ten) years from the date the Orders became effective on January 2, 2012. These Orders have

however now lapsed, the terminal date being January 2, 2022.

Thus, in respect of the Bonds, the Issuer will be required by law to withhold tax on Coupon payments to corporate bondholders and no additional amounts shall be paid to the Bondholders as a result thereof. However, by virtue of the Finance Act, 2020 which expressly excludes securities from the definition of goods under the VAT Act, the Bonds continue to be exempt from VAT even after the expiration of the VAT Order.

Furthermore, by virtue of the PITA, interest payment received by individual bondholders are generally exempt from personal income tax ("PIT"). Although PITA has not been amended, the Lagos State Internal Revenue Service ("LIRS") relying on the notice titled the Personal Income Tax Exemption of Holders of Bonds and Short-Term Government Securities Notice (dated 2 January 2012) issued by the Honourable Minister of finance, has issued a notice titled Payment of Personal Income Tax on Profit from Bonds and Short-Term Government Securities (dated June 28, 2022), wherein the LIRS stated that PIT is now applicable on income derived and interest earned by individuals and non-limited liability entities resident in Lagos State from bonds and short-term securities with effect from January 2, 2022, except for bonds issued by the Federal Government of Nigeria. Notwithstanding the foregoing, the Bonds shall enjoy the benefits of the provisions of any re-enactment of the tax exemptions, and such extension, amendments and modifications thereof.

In relation to Sukuks, pursuant to Regulation 12(1) of the Non-Interest Finance (Taxation) Regulations, 2022 (NIFT Regulations), the NIFT Regulations apply to Sukuk arrangements where (i) there is an arrangement between an originator or sponsor of financial securities and an investor; or (ii) a special purpose vehicle (SPV) is established solely to issue securities for the purpose of raising funds to finance a project, business venture, purchase an asset or other shariah compliant business activities; and (iii) the securities are structured based on the principles of non-interest finance that are approved by the Securities and Exchange Commission and other relevant authorities.

Consequently, for the purposes of taxation, the Sukuk arrangement above would be treated in the same manner as a conventional bond as provided under the CITA and PITA. Furthermore, Regulation 12(2)(b) also stipulates that an SPV established for the Sukuk issuance is subject to tax administrative procedures, including filing tax returns.

	However, the tax implication is dependent on the structure of the Sukuk adopted for the relevant Series, which may include equity-based structures, and this implication will be specified in the Applicable Pricing Supplement. Consequently, Sukuk issuances may be covered by the exemptions and should therefore benefit from the existing exemptions in the event that the benefits are still in force as at the date the Sukuks are issued under the Programme. *See "Tax Considerations" on page* ***149 to 150.***
INSTRUMENTS TRADING & LIQUIDITY:	Instruments may trade OTC or on any other recognised trading platform between banks and qualified market counterparties. Dealers will, subject to the rules of the applicable trading platform, be obliged to quote two-way prices for the Instruments.
GOVERNING LAW:	The Instruments and all related contractual rights, obligations and documentation will be governed by, and construed in accordance with Nigerian law.
UNDERWRITING:	The Instruments may be partially or fully underwritten on a standby or firm basis as specified in the relevant Pricing Supplement.
TRANSACTION DOCUMENTS:	**A summary of the documentation governing the Instruments to be issued under the Programme is outlined below:** (i) **Shelf Prospectus** discloses material information about the Issuer, its financial condition, and its business operation for the benefit of investors. It provides a foundation for all subsequent issuances under the Programme. (ii) **Programme Trust Deed** between the Issuer and the Trustees establishes the powers, rights, obligations/duties of the Trustees in relation to the Instruments to be issued under the Programme. (iii) **Pricing Supplement or Supplementary Prospectus** details the specific term relating to that particular issue of Instruments. (iv) **Series Trust Deed(s)** will be entered into constituting each series of Instruments issued by the Issuer and will contain specific terms relating to that particular issue of Instrument. (v) **Series Vending Agreement** is entered into between the Issuer and the Issuing Houses for each series, defining amongst others, the roles of management and marketing for the offering. (vi) **Underwriting Agreement** (where applicable) and any other agreement executed in connection with any Series or Tranche of Instruments issued pursuant to this Shelf Prospectus.

In relation to the Sukuk, subject to the Final Terms and the underlying assets, there may be additional documents such as a Lease Agreement, Agency Agreement, Murabaha Agreement, Declaration of Trust (together with all documents, notices of request to purchase, offer notices, acceptances, notices, and confirmations delivered or entered into as contemplated in connection with the relevant Series).

The documentation of each Series will specify which Instruments are being issued. Documentation specifically relating to the issuance of Instruments will be filed and reviewed by the regulators.

SERVICING OF THE INSTRUMENTS:	The Principal Amount and Coupon payable on the Instrument to the Instrument Holders will be serviced from cash generated from the core operations of the Issuer unless otherwise stated in the applicable Pricing Supplement.
STATEMENT OF INDEBTEDNESS:	Details of all indebtedness of the Issuer at the time of issuance of any Instruments under the Programme will be disclosed in the applicable Pricing Supplement relating to the relevant Series or Tranche.
TERMS AND CONDITIONS:	The terms and conditions applicable to each type of Instrument or Series or Tranche of Instrument (the "Terms and Conditions") will be agreed between the Company and the relevant Issuing Houses or other purchaser at or prior to the time of issuance of such Series and will be specified in the relevant Pricing Supplement. The terms and conditions applicable to each Series or Tranche will therefore be those set out on pages 34 to 64 hereof as supplemented, modified or replaced by the relevant Pricing Supplement.
OTHER CONDITIONS:	Such other terms and conditions as may be incorporated by reference into, modified by, or supplemented by the relevant Pricing Supplement.

2. TERMS AND CONDITIONS OF THE INSTRUMENTS

Schedule 1 Terms and Conditions of the Bonds

The following is the text of the terms and conditions which, (subject to amendment and as completed, modified, supplemented, varied or replaced, in whole or in part, by the final terms which are set out in the relevant Series Trust Deed, Supplementary Shelf Prospectus and/or Pricing Supplement (the "Final Terms"), and, save for the italicised text) will be incorporated by reference into the Bonds issued under the Programme.

Further information with respect to Bonds of each Series will be given in the relevant Final Terms which will provide for those aspects of these terms and conditions which are applicable to such Series of Bonds.

Certain provisions of these terms and conditions are summaries of, and are subject to, the detailed provisions of the Programme Trust Deed.

The provisions of the terms and conditions set out below (the "Conditions") which are applicable to the Bonds issued under the Programme shall be deemed to be completed by the information contained in the relevant Final Terms. Any provisions of the Final Terms modifying, supplementing or replacing, in whole or in part, the provisions of these Conditions shall be deemed to so modify, supplement or replace, in whole or in part, the provisions of these Conditions; alternative or optional provisions of these Conditions as to which the corresponding provisions of the Final Terms are not completed or are deleted shall be deemed to be deleted from these Conditions; and all provisions of these Conditions which are inapplicable to the Bonds shall be deemed to be deleted from these Conditions, as required to give effect to the terms of the relevant Final Terms.

The Bonds are constituted by a Programme Trust Deed (the "Programme Trust Deed") entered into amongst Dangote Cement Plc (as Issuer), and ARM Trustees Limited, Quantum Zenith Trustees & Investments Limited, Coronation Trustees Limited and FBNQuest Trustees Limited (together the "Bond Trustees" which expression shall include all Persons for the time being acting as trustee(s) under the Programme Trust Deed), as supplemented by a separate trust deed applicable to each Series of Bonds.

The 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 relevant Series Trust Deed applicable to them. Copies of the Programme Trust Deed are available for inspection between the hours of 10:00am and 3:00pm on any Business Day at the principal offices of the Bond Trustees at: (a) No. 1 Mekunwen Road, Off Oyinkan Abayomi Drive, Ikoyi, Lagos; (b) Plot 2, Ajose Adeogun Street, Victoria Island, Lagos; (c) 10 Keffi Street, Ikoyi, Lagos, and (d) 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.

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

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

1. Form, Denomination, Title and Series

1.1 Form of Bonds: Unless otherwise specified in any Final Terms, the Bonds shall be issued in registered form. Bonds issued under the Programme may be Senior Bonds or Subordinated Bonds, Fixed Rate Bonds, Floating Rate Bonds, reverse Floating Rate Bonds, Zero Coupon Bonds or a combination thereof. The Bonds shall be issued in uncertificated (dematerialised or book entry) form, which shall be registered with a separate securities identification code with the Depositary. The Bonds may, also be issued in certificated form whereupon a Bond Certificate will be issued to Bondholders in respect of their registered holding of Bonds. Each Bond Certificate will be numbered serially with an identifying number which will be recorded on the applicable Bond Certificate and in the Register.

1.2 Issue of the Bonds. Issue of the Bonds will be effected and evidenced by the particulars of the Bond being entered in the Register of Bondholders of the applicable Series which the Issuer will procure to be kept by the Registrar, and the Bonds being electronically registered in the Securities Account of the Bondholder. Where the Bonds are represented by Bond Certificates, the Bond Certificate(s) will be authenticated by the Registrar and may be dematerialised and held in electronic book entry form at the Depositary.

Denomination: The Bonds will be denominated in Naira (or such denominations as may be agreed between the Issuer and the Issuing Houses and specified in the relevant Final Terms, subject to compliance with all applicable legal and regulatory requirements), with provision for Coupon to be paid (if any) at intervals specified in the Final Terms. Bonds may be issued from time to time, in accordance with the Shelf Prospectus and the Final Terms. Unless otherwise specified in the relevant Final Terms, the Bonds are redeemable at face value on maturity.

1.3 Title:

(a) Title to Bonds which will be issued in uncertificated form shall be effected in accordance with the rules governing transfer of title in securities held by the Depositary.

(b) Title to certificated Bonds will pass upon registration of the name of the Bondholder in the Register maintained by the Registrar for this purpose.

The Issuer, the Bond Trustees and the Registrar may deem and treat the person listed on the Register as the absolute owner of the Bonds listed against his name, free from any equity, set-off or cross-claim on the part of the Issuer against the original or any intermediate holder of such Bonds. 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 Bonds.

1.4 Series: Bonds may be issued in Series. A Series of Bonds may be listed on an Exchange, subject to any Applicable Law. The Tranches in each Series will be subject to identical terms, whether as to currency or otherwise, except that the Issue Date, the Maturity Date, the amount of the first payment of interest and/or the Issue Price thereof may be different. Each Series may comprise one or more Tranches issued on different Issue Dates with the same or different Maturity Dates. A Series may only be comprised of Bonds in registered form. The applicable Series number shall be recorded in the Register and stated on the relevant Bond Certificate (if any). The Register and/or the applicable Final Terms shall be conclusive as to the series of a Bond.

2. Registration and Transfer of Bonds

2.1 Register: A Register of the Bonds shall be kept by the Registrar at its office, 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 Bonds;

(b) The amount of the units of Bonds held by every registered holder;

(c) The Securities Account number of the Bondholder;

(d) The date on which the name of every registered holder is entered in respect of the Bond(s) standing in his name;

(e) All transfers and redemption of the Bonds;

(f) The serial number of each Bond Certificate and date of issue thereof; and

(g) Such other information, considered necessary by the Registrar.

(h) The entries in the Register shall in the absence of manifest error, be conclusive evidence of the facts, matters and transactions contained therein.

2.2 Transfers:

(a) Transfers of Bonds shall be by instrument in writing in the usual common form of transfer or in any form approved by the Issuer and the Bond Trustees;

(b) Transfer of dematerialised Bonds shall be by way of a book entry in Securities Accounts held by the transferor and transferee in the Depositary in accordance with the procedures of the Depositary or such alternative clearing system approved by the Issuer and the Bond Trustees, and registration of the name of the transferee in the Bonds Register in respect of the Bonds then held by him. The transferor shall be deemed to be the holder of the Bonds until the transferee's name is entered in the Bond Register in respect thereof.

(c) If the Bonds are listed, the Bonds shall be transferred on the Exchange in accordance with the rules and regulations of the Exchange.

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

2.4 Amount of transfer: The Bonds are transferable in whole or in part in such denominations set out in the applicable Final Terms and Series Trust Deed.

2.5 Restriction on Transfer: There are no restrictions on the transferability of the Bonds, unless otherwise provided in the applicable Final Terms.

2.6 Instrument of transfer:

(a) Every instrument of transfer of the Bonds must be signed by both the transferor and the transferee, or where the transferor is a corporation, properly executed according to its constitutional documents and title to the Bond will pass upon registration of the instrument of transfer in accordance with the provisions of the Programme Trust Deed.

(b) Every instrument of transfer of the Bonds must be left for registration at the office of the Registrars for the time being accompanied by the Bond Certificate or such other evidence as the Issuer may require to prove the title of the transferor or his right to transfer the Bond, and if the instrument of transfer is executed by some other Person on his behalf, the authority of that Person so to do.

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

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

3. Status of the Bonds: The status of the Bonds shall be set out in the relevant Series Trust Deed. The status of the Bonds may be Senior Bonds or Subordinated Bonds, as indicated in the applicable Final Terms.

3.1 Status of Senior Bonds: The Senior Bonds shall constitute direct, unconditional, unsecured obligations of the Issuer and shall at all times rank pari passu and without any preference among themselves other by reason of priority of date of issue, currency of payment or otherwise. The payment obligations of the Issuer under the Senior Bonds and in respect of currency of payment, principal and any Coupon thereon shall at all times rank at least equally with all other senior unsecured obligations of the Issuer, present and future, except for obligations mandatorily preferred by law applying to companies generally or except to the extent that any such obligations are by their terms expressed to be subordinated in right of payment amounts and terms of issue as provided in the applicable Final Terms.

3.2 Status of Subordinated Bonds: The Subordinated Bonds will rank pari passu without any preference to one above the other by reason of priority of date of issue, currency of payment or otherwise with all other subordinated unsecured obligations of the Issuer, present and future, except to the extent that any such obligations are by their terms expressed to be subordinated in right of payment to other subordinated unsecured obligations as may be provided in the applicable Final Terms.

4. Negative Pledge

So long as any Senior Bonds remain outstanding the Issuer shall not:

a) and shall procure that none of its Subsidiaries shall, directly or indirectly secure any other Indebtedness other than Permitted Indebtedness, over its undertaking, assets or revenues, present or future, which may be represented by bonds, notes or any other publicly issued debt securities which are, or are capable of being, traded or listed on any stock exchange or over-the-counter or similar securities market without the consent of the Bond Trustees and without securing the Bonds equally and rateably with such Indebtedness, unless otherwise stated in a Final Terms applicable to a Series;

b) without the prior approval of the Bond Trustees (obtained following an Extraordinary Resolution granting the Bond Trustees authority to grant such approval or in writing by the Bondholders of at least one-fifth in Principal Amount of the Bonds then outstanding granting the Bond Trustees authority to grant such approval) sell, assign, lease, transfer or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in its Assets.

5. Redemption, Purchase and Cancellation

5.1 Redemption at Maturity: Unless previously redeemed, purchased or cancelled, a Series of Bonds may be fully redeemed at its Principal Amount on the Maturity Date specified in the applicable Final Terms.

5.2 Redemption by Instalments: Bonds may be partially redeemed in instalments on each Payment Date at the Instalment Amount specified in the applicable Final Terms whereupon the Principal Amount Outstanding of such Bond shall be reduced by the Instalment Amount on each Payment Date until fully redeemed at the Maturity Date.

5.3 Redemption at the option of the Issuer: If the Call Option is specified in the relevant Final Terms as being applicable, the Bonds may be redeemed at the option of the Issuer in whole on any Optional Redemption Date (Call) at the relevant Optional Redemption Amount (Call) on the Issuer giving not less than twenty (20) nor more than sixty (60) days' notice to the Bondholders (which notice shall be irrevocable and shall oblige the Issuer to redeem the Bonds on the relevant Optional Redemption Date (Call) at the Optional Redemption Amount (Call) plus accrued interest (if any) to such date).

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

(a) it has or will become obliged to pay additional amounts as a result of any change in, or amendment to, the laws or regulations of the Federal Republic of Nigeria or any political subdivision or any authority thereof or therein having power to tax (including for the avoidance of doubt, the expiry of any applicable Tax Exemptions), and any other tax exemptions introduced by amendment of Applicable Laws or by way of legislative enactment 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 twenty (20) nor more than sixty (60) days' notice to the Bondholders (which notice shall be irrevocable and shall oblige the Issuer to redeem the 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 ninety (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 5.4, the Issuer shall deliver to the Bond Trustees a certificate signed by two directors of the Issuer stating that the requirement referred to in subparagraph (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 Bond Trustees shall be entitled to accept the certificate as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Bondholders.

Redemption at the option of Bondholders: If the Put Option is specified in the relevant Final Terms as being applicable, the Issuer shall, at the option of the holder of any Bond redeem such Bond on the Optional Redemption Date (Put) specified in the relevant Put Option Notice at the relevant Optional Redemption Amount (Put) together with interest (if any) accrued to such date. In order to exercise the option contained in this Condition 5.5, the holder of a Bond must, not less than thirty (30) nor more than sixty (60) days before the relevant Optional Redemption Date (Put), deposit with the Bond Trustees or Registrar (i) such Bond (in the case of certificated Bond); or (ii) the Depositary statement of stockholding in the case of dematerialised Bond; and a duly completed Put Option Notice in the form obtainable from the Registrar. The Trustee or Registrar with which a Bond or Depositary Statement of stockholding is so deposited shall deliver a duly completed Put Option Receipt to the depositing Bondholder. No Bond, once deposited with a duly completed Put Option Notice in accordance with this Condition 5.5 may be withdrawn, provided, however, that if, prior to the relevant Optional Redemption Date (Put), an Event of Default shall have occurred and be continuing in which event such Bondholder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this paragraph and instead to declare such Bond forthwith due and payable pursuant to Condition 12 (Events of Default). For so long as any outstanding Bond is held by the Bond Trustees or Registrar in accordance with this Condition 5.4, the depositor of such Bond and not the Bond Trustees or Registrar shall be deemed to be the holder of such Bond for all purposes.

5.5 Purchase: The Issuer may at any time and from time to time, purchase at any price Bonds through the market or by tender (available to all Bondholders alike) but not otherwise. Any Bond so purchased will be cancelled and will not be available for reissue.

5.6 Cancellation: All the Bonds which are redeemed in accordance with the provisions of this Programme Trust Deed will be cancelled and may not be reissued or resold. For so long as the Bond is admitted to listing and/or trading on an Exchange and the rules of such exchange so require, the Registrar shall promptly inform the Exchange of the cancellation of any Bonds under this Condition 5.6 (Cancellation).

6. Interest and Calculation

6.1 Accrual of Interest: The Bonds (save for Zero Coupon Bonds) will bear interest from and including the Coupon Commencement Date at the Coupon Rate payable in arrears on its Principal Amount Outstanding. Each Bond will cease to bear interest from and including the due date for final redemption 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 Bondholders.

6.2 Interest on Fixed Rate Bonds:

(a) The Fixed Rate Bonds (being those Bonds that specify the interest is payable at a fixed rate) shall bear interest on the Principal Amount Outstanding at the rate of interest specified in the applicable Final Terms from (and including) the Coupon Commencement Date specified in the applicable Final Terms to (but excluding) the Maturity Date. Coupon shall be payable in arrears on the Coupon Payment Date in each year. The first payment of interest will be made on the Coupon Payment Date following the Coupon Commencement Date (specified in the applicable Final Terms) and, if the first anniversary of that Coupon Commencement Date is not a Coupon Payment Date, the first payment of interest shall be as specified in the applicable Final Terms.

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

6.3 Interest on Floating Rate Bonds:

(a) The Floating Rate Bonds (being those Bonds that specify that interest is payable at a floating rate) shall bear interest on its Principal Amount on such basis as may be described in the applicable Final Terms by reference to a specified floating rate benchmark plus a margin, as described in the applicable Final Terms.

(b) The Floating Rate Bonds shall bear interest on its Principal Amount Outstanding from (and including) the Coupon Commencement Date (specified in the applicable Final Terms) at the rate equal to the Coupon Rate payable in arrears on the Coupon Payment Date(s) specified in the applicable Final Terms.

(c) The Coupon payable from time to time in respect of each of the Floating Rate Bonds will be determined in the manner specified in the applicable Final Terms.

6.4 Index Linked Coupon Bonds: The Coupon Rate applicable to any Series of Bonds may be specified as being linked to an index and/or formula or to changes in the prices of securities or commodities or to such other factors as may be prescribed in the applicable Pricing Supplement, and the amount of interest payable in respect of such Bonds for any Interest Period shall be the relevant Coupon specified in or determined in accordance with, the applicable Final Terms.

6.5 Zero Coupon Bonds:

(a) Zero Coupon Bonds will be issued at an issue price such that the yield to maturity is reflected in the difference between the discounted issue price and the Final Redemption Amount of such Zero-Coupon Bond as specified in the Final Terms and/or Series Trust Deed. Zero Coupon Bonds will not bear Coupon other than in the case of late payment.

(b) Where any Series of Bonds specified to be Zero Coupon Bonds are repayable prior to the Maturity Date or other date for redemption and is not paid when due, the amount due and payable prior to the Maturity Date shall be an amount equal to the sum of the applicable Redemption Amount and an amount calculated by applying the Coupon Rate for any overdue principal of such a Bond to the Principal Amount Outstanding and multiplying the product with the Day Count Fraction, or such other methods as described in the applicable Final Terms.

6.6 Calculation of Interest:

(a) The Coupon payable in respect of each Bond (save for Zero Coupon Bonds) for an Interest Period shall be specified in (an amortisation/payment schedule appended to), or determined in accordance with, the applicable Final Terms. The amount of interest payable in respect of any Bond for any period shall be calculated by multiplying the product of the Coupon Rate and the Principal Amount Outstanding of such Bond by the Day Count Fraction and rounding the resulting figure to the nearest sub-unit of the Naira.

(b) For the Purposes of Condition 6.6(a): "Day Count Fraction" means in respect of the calculation of an amount for any period of time (the "Calculation Period"), such day count fraction as may be specified in these Conditions or the relevant Final Terms and:

(i) if "Actual/365" or "Actual/Actual" is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

(ii) if "Actual/365 (Fixed)" is so specified, means the actual number of days in the Calculation Period divided by 365; and

(iii) if "Actual/360" is so specified, means the actual number of days in the Calculation Period divided by 360.

7. **Business Day Convention:** If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day convention would otherwise fall on a day that is not a Business Day, then, if the Business Day convention specified is (a) the Floating Rate Business Day convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (i) such date shall be brought forward to the immediately preceding Business Day and (ii) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment, (b) the following Business Day convention, such date shall be postponed to the next day that is a Business Day, (c) the modified following Business Day convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day or (d) the preceding Business Day convention, such date shall be brought forward to the immediately preceding Business Day.

8. **Payments**

8.1 Subject to Condition 11 (Taxation), any principal, interest or other moneys payable on or in respect of any Bonds may be paid by the Bond Trustees through the Registrar by electronic payment transfer.

8.2 At least five (5) Business Days before any Payment Date, the Issuer shall ensure that an amount equal to the Instalment Amount, net of all transaction costs is transferred to the Registrar by the Trustees for payment to the Bondholders on the next Payment Date.

8.3 Payments will be made to the Person shown in the Register at the close of business on the Record Date as defined in Condition 2.8. Where the day on which a payment is due to be made is not a Business Day, that payment shall be effected on or by the next succeeding Business Day unless that succeeding business day falls in a different month in which case payment shall be made on or by the immediately preceding Business Day.

8.4 The Registrar shall give to the Bondholders not less than thirty (30) days' notice in writing of the time and mode for repayment of the Bonds to be redeemed and each such notice shall state the amount of the Bond for redemption.

8.5 The Depositary rules and procedure will apply to exchange of the Depositary statement of stockholding in the case of payment of the relevant Redemption Amount in respect of dematerialized Bonds. Payments of the relevant Redemption Amount in the case of certificated Bonds will be made only against presentation and surrender of the relevant Bond Certificates in accordance with the applicable Series Trust Deed. Whenever any part of the Bond is redeemed a proportionate part of each holding of the Bond shall be repaid to the Bondholders.

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

9. If, on a Redemption Date, any certificated Bonds which are liable to be redeemed are not delivered to the Issuer, the moneys payable to such Bondholder shall be paid to the Bond Trustees and the Bond Trustees shall hold such moneys in trust for such Bondholder and interest on such Bonds shall cease to accrue as from the date fixed for redemption thereof and the Issuer shall thereby be discharged from all obligations in connection with such Bonds. If the Bond Trustees shall place the moneys so paid to them on deposit at a commercial bank or invest them in the purchase of securities for the time being authorised by law for the investment of trust funds, the Bond Trustees shall not be responsible for the safe custody of such moneys or for interest thereon except such interest (if any) as the said money may earn whilst on deposit or invested as aforesaid less any expenses incurred by the Bond Trustees.

10. Priority of Payments

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

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

(b) in or towards payment pari passu and rateably of any amounts due but unpaid in respect of the Bonds of that Series or Tranche;

(c) in or towards payment pari passu and rateably of any amounts due but unpaid in respect of the Bonds of other Series or Tranche; and

(d) to pay the balance (if any) to the Issuer.

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

11. Receipts for Money Paid

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

12. Freedom from Equities

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

13. Taxation

All payments of principal, interest and any other sum due in respect of the 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 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 that event, no additional amounts shall be paid to the Bondholders as a result thereof. Provided however, that the Bonds shall enjoy the benefits of the provisions of the Tax Exemptions, and such extension, amendments and modifications thereof.

14. Events of Default

If any of the following events ("Events of Default") occurs and is continuing, the Bond Trustees may at their discretion and shall, upon the request in writing of the registered holders of at least one-fifth of the nominal amount of the Bonds for the time being outstanding or upon being so directed by an Extraordinary Resolution by notice in writing to the Issuer declare the Bonds to have become immediately repayable:

(a) Payment Default: The Issuer does not pay any amount in respect of the Bonds of the relevant Series or any of them within ten (10) Business Days of the due date for payment; or

(b) Breach of other Obligations: The Issuer does not comply with its other obligations under or in respect of the Bonds of the relevant Series and, if the non-compliance can be remedied, does not remedy the non-compliance within thirty (30) days after written notice requiring such default to be remedied has been delivered to the Issuer by a Bondholder; or

(c) Cross Default: Any Indebtedness in excess of N40,000,000,000.00 (Forty Billion Naira) (or its equivalent in any other currency) of the Issuer in respect of money borrowed or raised is not paid within ten (10) Business Days of: (i) its due date; or (ii) the end of any applicable period of grace, whichever is the later; or the Indebtedness of the Issuer of a value exceeding N10,000,000,000.00 (or its equivalent in any other currency) in aggregate is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described) and such event shall be certified in writing by the Bond Trustees to be in their opinion materially prejudicial to the interest of the Bondholders.

(d) Enforcement Proceedings: a distress, attachment, execution or other legal process with respect to any claim or liability the value of which is not less than N100,000,000 is levied, enforced or sued out on or against any substantial part of the property, assets or revenues of the Issuer and is not discharged or dismissed or stayed within one hundred and twenty (120) days thereof; or

(e) Insolvency: An Insolvency Event occurs in respect of the Issuer; or

(f) Cessation of Business: The Issuer ceases to conduct all or substantially all of its business as is now conducted or changes all or substantially all of the nature of such business or merges or consolidates with any other entity without the prior written consent of the Bond Trustees pursuant to Clause 12.2 of the Programme Trust Deed; or

(g) Material Adverse Effect: a Material Adverse Effect has occurred; or

(h) Obligations Unenforceable: any of the Bonds, or the Trust Deeds is or becomes wholly or partly void, voidable or unenforceable.

PROVIDED that the Bond shall not be declared immediately payable unless: (i) upon the occurrence of any event specified in sub-clauses 14 (a) (b) (c) and (d), the Bond Trustees shall have first served on the Issuer a preliminary notice requiring the Issuer as the case may be to pay the principal or interest in arrears or to remove, discharge or pay out to the satisfaction of the Bond Trustees such distress, execution or process or to perform and observe the covenant or provisions the breach whereof has been committed or threatened and the Issuer shall have failed or neglected for a period of ten (10) Business Days to comply with such notice; (ii) in the case of any event specified in subclause 14(g), the Bond Trustees have notified the Issuer to give further particulars as to circumstances causing the Material Adverse Effect, and if ten (10) Business Days after such notification and following the receipt by the Bond Trustees of the explanatory representations from the Issuer regarding the circumstances constituting the Material Adverse Effect, the Bond Trustees, acting reasonably, remain of the view that the Event of Default is, in their reasonable opinion, materially prejudicial to the interests of the Bondholders notwithstanding the receipt by the Bond Trustees of the explanatory representations from the Issuer regarding the circumstances constituting the Material Adverse Effect; and (iii) in the case of any event specified in sub-clauses 14(e) and (h), the Bond Trustees shall have certified in writing to the Issuer that the Event of Default is, in their opinion, materially prejudicial to the interests of the Bondholders.

15. Enforcement

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

16. Meetings of Bondholders, Modification and Waiver of Breach

16.1 Convening Meeting of Bondholders: The rights and duties of the Bondholders in respect of attendance at meetings of Bondholders are set out in Schedule 4 to this Programme Trust Deed (Provisions for Meetings of Bondholders). Decisions taken at Bondholders meetings may only be exercised by the Bond Trustees in accordance with this Programme Trust Deed or under these Conditions. For the avoidance of doubt, the Conditions of the Bond can only be amended with the consent of the parties as that term is defined in clause 1.2(g) of the Programme Trust Deed.

16.2 Modifications and Waiver: The Bond Trustees may agree: (i) upon the giving of prior written notification by the Issuer to the Rating Agency which has assigned a credit rating to the relevant Series or any Bonds comprised therein; and (ii) without the consent of the Bondholders of any Series, to:

(a) any modification of any of the provisions of the Trust Deed or the Conditions that is of a formal, minor or technical nature or is made to correct a manifest error; and

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

Provided that:

(i) the Issuer has notified the Rating Agency and the Rating Agency has confirmed that such modification will not affect the current ratings of the Bonds; and

(ii) prior notification of the SEC has been given; or

(c) any modification to this Programme Trust Deed which is required or necessary to bring this Programme Trust Deed in compliance with Applicable Law.

Any such modification shall be binding on the Bondholders and shall be notified by the Issuer to the Bondholders as soon as practicable, and the Issuer and the Bond Trustees shall seek the approval of the Commission for any proposed modification to this Deed by service of notice on the Commission. Such proposed change shall not be given effect to, until the proposed change has been approved by the Commission.

17. Replacement of Bond Certificates

If any Bond Certificate issued pursuant to these Conditions be defaced, lost or destroyed, it may be replaced on payment of all stamp duty (if any) payable on a new Bond Certificate, and upon such terms as to evidence and indemnity as the Registrar may deem adequate and, in the case of defacement, on delivery of the old Bond Certificate to the Registrar. An entry as to the issue of the new Bond Certificate and indemnity (if any) shall be made in the Register.

18. Rights Against Predecessors-in-Title

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

19. Further Issues

Subject to Condition 4 (Negative Pledge), the Issuer may from time to time create and issue further Bonds either having the same terms and conditions as the Bonds in all respects (or in all respects except for the first payment of interest on them) and so that such further issue shall be consolidated and form a single Series with the outstanding Bonds of any series (including the Bonds) or upon such terms as the Issuer may determine at the time of their issue. References in these Conditions to the Bonds include (unless the context requires otherwise) any other Bonds issued pursuant to this Condition and forming a single series with the Bonds.

20. Notices

20.1 Any notice or other document may be given to or served on any Bondholder either personally or by sending it by post in a prepaid envelope or delivering it addressed to him at his registered address or (if he desires that notices shall be sent to some other persons or address) to the person at the address supplied by him to the Issuer for the giving of notice to him.

20.2 In the case of joint registered holders of any Bonds a notice given to the Bondholders whose name stands first in the Register in respect of such Bonds shall be sufficient notice to all the joint holders.

20.3 Any notice or other document duly served on or delivered to any Bondholder under these Conditions shall (notwithstanding that such Bondholder is then dead or bankrupt or that any other event has occurred and whether or not the Issuer has notice of the death or the bankruptcy or other event) be deemed to have been duly served or delivered in respect of any Bond registered in the name of such Bondholder as sole or joint holder unless before the day of posting (or if it is not sent by post before the day of service or delivery) of the notice or document his name has been removed from the Register as the holder of the Bond and such service or delivery shall for all purposes be deemed a sufficient service or delivery of such notice or document on all persons interested (whether jointly with or claiming through or under him) in the Bond.

20.4 Any notice, or other communication may be given to the Bond Trustees hereunder by sending the same through the post in a prepaid letter addressed to:

(a) If to ARM TRUSTEES LIMITED, to it at: 1 Mekunwen Road,

Off Oyinkan Abayomi Drive, Ikoyi, Lagos

Tel: + 234 (1) 2692097, 2695508-10 ext 121

For the Attention of: Michael Abiodun Thomas Email: armtrustees-CT@arm.com.ng

(b) If to QUANTUM ZENITH TRUSTEES & INVESTMENTS LIMITED, to it at:

Plot 2, Ajose Adeogun Street Victoria Island, Lagos

Tel: 01 278 3216

For the Attention of: Onyeche Emefiele

Email:project-trustees@quantumzenith.com.ng
onyeche.emefiele@quantumzenith.com.ng

(c) If to FBNQUEST TRUSTEES LIMITED, to it at:

16 Keffi Street, South West Ikoyi, Lagos

Tel: +234-1-4622673 Ext - 2804

For the Attention of: Babatunde Adewolu; The Head, Corporate Trust

Email: corpratetrust@fbnquest.com

(d) If to CORONATION TRUSTEES LIMITED, to it at:

Coronation House

10, Amodu Ojikutu Street Off Saka Tinubu Street Victoria Island

Lagos State

Tel: +234 81 627 627 68

For the Attention of: Yemi Sadik, Managing Director

Email: Trustee@coronationnt.com; ysadik@coronationnt.com

20.5 Any notice, or other communication may be given to the Issuer by sending the same by hand or courier and addressed to:

Dangote Cement Plc 1 Alfred Rewane Road Ikoyi

Lagos, Nigeria

Tel: +234 1 2012712236

For the Attention of: The Acting Group Chief Financial Officer Email: gbenga.fapohunda@dangote.com

20.6 Any notice shall be deemed to have been served on the day following that on which the letter containing the notice is posted and in proving such service it shall be sufficient to prove that the envelope containing the notice or the notice itself was properly addressed, stamped and posted. Any notice given by delivery otherwise than by post shall be deemed given at the time it is delivered to the address specified.

(a) Any accidental error, omission or failure in giving or delivering or mailing such notice or the non-receipt of any such notice by a Bondholder shall not invalidate or otherwise prejudicially affect any act, action or proceeding.

Provided that in each case, any notice given to any Bondholder, the Bond Trustees or the Issuer by way of publication in two Nigerian national dailies will suffice as sufficient notice.

21. Governing Law and Jurisdiction

21.1 Governing Law: The Bonds and all rights and obligations arising from or connected with the Bonds are governed by, and shall be construed in accordance with, Nigerian law.

22. Jurisdiction: The provisions of clause 25 (Governing Law and Jurisdiction) of the Programme Trust Deed shall apply mutatis mutandis to these Conditions.

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

Schedule 2 Terms and Conditions of the Sukuk

The provisions of the terms and conditions set out below (the "Sukuk Conditions") are applicable to the Sukuk issued pursuant to the Declaration of Trust (defined below). All provisions of these Conditions which are inapplicable to the Sukuk shall be deemed to be deleted from these Conditions, as required to give effect to the terms of the relevant Final Terms.

Each of the Sukuk due [●] is issued by [Name of Issuer Trustee] (in its capacity as issuer (the Issuer Trustee) and on behalf of Dangote Cement PLC (as Originator) and represents an undivided ownership interest in the Trust Assets (defined below) held in trust by the Issuer Trustee (in its capacity as trustee) for the benefit of the Sukukholders pursuant to a declaration of trust (the "Declaration of Trust" or "Series Trust Deed") dated on or around the date of the Final Terms made by and between [NAME OF Issuer Trustee] (in its capacity as the Sukuk Issuer), Dangote Cement PLC (In its capacity as the Originator) and the Delegate Trustees.

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

The Sukukholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Programme Trust Deed, the Declaration of Trust and the Sukuk Documents applicable to them. Copies of the Programme Trust Deed, Declaration of Trust and the Sukuk Documents are available for inspection between the hours of 10:00am and 3:00pm on any Business Day at the principal offices of the Bond Trustees at No. 1 Mekunwen Road, Off Oyinkan Abayomi Drive, Ikoyi, Lagos; Plot 232A, Muri Okunola Street, Victoria Island, Lagos, 10 Keffi Street, Ikoyi, Lagos and at the specified offices of the Registrar, Coronation Trustees Limited at 10, Amodu Tijani Street, Victoria Island, Lagos.

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

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

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

1. Form, Denomination, Title and Series

1.1. Form of Sukuk: Unless otherwise specified in any Final Terms, the Sukuk shall be issued in registered form. The Sukuk shall be issued in uncertificated (dematerialised or book entry) form, which shall be registered with a separate securities identification code with the Depositary. The Sukuk may, also be issued in certificated form whereupon a Sukuk Certificate will be issued to Sukukholders in respect of their registered holding of Sukuk. Each Sukuk Certificate will be numbered serially with an identifying number which will be recorded on the applicable Sukuk Certificate and in the Register.

1.2. Issue of the Sukuk. Issue of the Sukuk will be effected and evidenced by the particulars of the Sukuk being entered in the Register of Sukukholders of the applicable Series which the Issuer Trustee will procure to be kept by the Registrar, and the Sukuk being electronically registered in the Securities Account of the Sukukholder. Where the Sukuk are represented by Sukuk Certificates, the Sukuk Certificate(s) will be authenticated by the Registrar and may be dematerialised and held in electronic book entry form at the Depositary.

1.3. Denomination: The Sukuk will be denominated in Naira (or such denominations as may be agreed between the Issuer and the Issuing Houses and specified in the relevant Final Terms, subject to compliance with all applicable legal and regulatory requirements), with provision for Periodic Distribution Amounts to be paid at intervals specified in the Final Terms. Sukuk may be issued from time to time, in accordance with the Shelf Prospectus and the Final Terms and constituted under the Declaration of Trust. The Sukuk shall be issued as fully paid and unless otherwise specified in the relevant Final Terms, the Dissolution Amounts for Sukuk shall be paid on maturity.

1.4. Shari'ah Advice: Each Series of Sukuk shall have issued in relation to it, a statement of certification from the Financial Regulation Advisory Council of Experts (FRACE) of the Central Bank of Nigeria or any other Shari'ah advisors approved by the SEC in respect of the Declaration of Trust and Sukuk Documents to the Sukuk transaction parties confirming that they are satisfied that the Sukuk and underlying transaction complies with the Shari'ah.

1.5. Title:

(a). Title to Sukuk which will be issued in uncertificated form shall be effected in accordance with the rules governing transfer of title in securities by the Depositary in which it is held and/or any Exchange where it is listed.

(b). Title to certificated Sukuk will pass upon registration of the name of the Sukukholder in the Register maintained by the Registrar for this purpose.

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

1.6. Series: Sukuk may be issued in Series. A Series of Sukuk may be listed on an Exchange, subject to any Applicable Law. The Tranches in each Series will be subject to identical terms, whether as to currency or maturity or otherwise, except that the Issue Date, the Periodic Distribution Amount and/or the issue price thereof may be different. Each Series may comprise one or more Tranches) issued on different Issue Dates. A Series may only be comprised of Sukuk in registered form. The applicable Series number shall be recorded in the Register, and stated on the relevant Sukuk Certificate (if any). The Register and/or the applicable Final Terms shall be conclusive as to the series of a Sukuk.

2. Registration and Transfer of Sukuk

2.1. Register: A Register of the Sukuk shall be kept by the Registrar at its office, a copy thereof shall be made available for inspection at the registered office of the Issuer Trustee, and there shall be entered in such Register:-

(a). The names and addresses of the holders for the time being of the Sukuk;

(b). The amount of the units of Sukuk held by every registered holder;

(c). The Securities Account number of the Sukukholder;

(d). The date on which the name of each registered holder is entered in respect of the Sukuk standing in his name;

(e). All transfers of the Sukuk;

(f). The serial number of each Sukuk Certificate and date of issue thereof; and

(g). Such other information, considered necessary by the Registrar.

(h). The entries in the Register shall in the absence of manifest error, be conclusive evidence of the facts, matters and transactions contained therein.

2.2. Transfers:

(a). Transfers of Sukuk shall be by instrument in writing in the usual common form of transfer or in any form approved by the SPV Trustee and the Delegate Trustees;

(b). Transfer of dematerialised Sukuk shall be by way of a book entry in Securities Accounts held by the transferor and transferee in the Depositary in accordance with the procedures of the Depositary or such alternative clearing system approved by the Issuer Trustee and the Delegate Trustees, and registration of the name of the transferee in the Register in respect of the Sukuk then held by him. The transferor shall be deemed to be the holder of the Sukuk until the transferee's name is entered in the Register in respect thereof.

(c). If the Sukuk are listed, the Sukuk shall be transferred on the Exchange in accordance with the rules and regulations of the Exchange.

2.3. Change of address: Any change of name or address on a part of the Sukukholder shall forthwith be notified to the Registrar and thereupon the Register shall be altered accordingly. The Delegate Trustees and the Sukukholders and any Person authorised by any of them shall be entitled at all reasonable times during office hours to inspect the Register and to make copies of or take extracts from the same.

2.4. Amount of transfer: The Sukuk are transferable in whole or in part in such denominations set out in the applicable Final Terms and the relevant Declaration of Trust.

2.5. Restriction on Transfer: There are no restrictions on the transferability of the Sukuk, unless otherwise provided in the applicable Final Terms.

2.6. Instrument of transfer:

(a). Every instrument of transfer of the Sukuk must be signed by both the transferor and the transferee, or where the transferor is a corporation, properly executed according of its constitutional documents and title to the Sukuk will pass upon registration of the instrument of transfer in accordance with the provisions of the Programme Trust Deed.

(b). Every instrument of transfer of the Sukuk must be left for registration at the office of the Registrars for the time being accompanied by the Sukuk Certificate or such other evidence as the Issuer Trustee may require to prove the title of the transferor or his right to transfer the Sukuk, and if the instrument of transfer is executed by some other Person on his behalf the authority of that Person so to do.

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

2.8. Record Date: No Sukukholder may require the transfer of a Sukuk to be registered during a period of 15 (fifteen) days immediately preceding each Payment Date during which the Register will be closed ("Record Date").

3. Status

3.1. Each Sukuk represents an undivided ownership interest in the Trust Asset and will rank pari passu, without any preference, with other Sukuks.

3.2. The status of the Sukuk shall be set out in the relevant Series Trust Deed. The status of the Sukuk may be direct, unconditional, unsubordinated unsecured obligations of the Originator or subordinated obligations of the Originator, as indicated in the applicable Final Terms.

4. Limited Recourse

4.1. Proceeds of the Trust Assets are the sole source of payments on the Sukuk. The Sukuk do not represent an interest in or obligation of any other asset of the Issuer Trustee, the Delegate Trustees, the Originator or their respective affiliates. Accordingly, the Sukukholders, by subscribing for or acquiring the Sukuk, acknowledge that they will have no recourse to any other assets of the Issuer Trustee, the Delegate Trustees or the Originator (other than the Trust Assets).

4.2. The Originator in its respective capacity as an obligor under the Sukuk Documents may be obliged to make certain payments under the Sukuk Documents to the Issuer Trustee. The Delegate Trustees as agents of the Issuer Trustee will have direct recourse against the Originator in its capacity as an obligor under the Sukuk Documents to recover such payments.

4.3. Where the net proceeds of realization of, or enforcement of, the Trust Assets are not sufficient to make all payments due in respect of the Sukuk, and if following the distribution of such proceeds, there remains a shortfall in payments due under the Sukuk, subject to Condition 17 of the Sukuk Conditions, no Sukukholder will have any claim against the Issuer Trustee (to the extent that the Trust Assets have been exhausted); the Originator or the Delegate Trustees (to the extent that each fulfils all of its obligations under the Sukuk Documents to which it is a party) or against any assets (other than the Trust Assets to the extent not exhausted) in respect of such shortfall, and any unsatisfied claims of the Sukukholders shall be extinguished.

4.4. The Issuer Trustee, the Delegate Trustees and the Sukukholders shall only be entitled to deal with the Trust Assets as expressly permitted by the Sukuk Documents and the sole right of the Delegate Trustees subject to Condition 17 of the Conditions and the Sukukholders against the Originator shall be to enforce their obligations in their respective capacities under the Sukuk Documents.

5. Agreement of Sukukholders

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

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

5.1.2 all payments due under the Conditions shall be made by the Originator as a direct obligation of the Originator and SPV Trustee, from the proceeds of the Trust Assets, in accordance with paragraph 11 of the Conditions;

5.1.3 it will not institute, or join any other person in instituting, against the Issuer Trustee or the Delegate Trustees, any bankruptcy, reorganization, arrangement or liquidation proceedings or other similar proceedings under any bankruptcy or similar law.

6. The Trust Assets

6.1. Pursuant to the Declaration of Trust (and subject to the provisions thereof), the Delegate Trustees hold the Trust Assets in trust absolutely for and on behalf of the Sukukholders pro-rata according to the face amount of each Sukuk held by each holder. The term ''Trust Assets'' means:

(a). any assets acquired by the Issuer Trustee using the Sukuk issue proceeds (Trust Property), together with all interest, rights, title, benefits and entitlements, present and future, of the Issuer Trustee in, to and in respect of the Trust Property and the proceeds therefrom;

(b). the interest, rights, benefits and entitlements, present and future, of the Issuer Trustee in, to and under the Sukuk Documents;

(c). all moneys standing to the credit of the Sukuk Transaction Accounts from time to time; and

(d). all proceeds of the foregoing.

7. Rights of Sukukholders

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

7.3. The Sukukholders shall not have any right against the Delegate Trustees in respect of their investments except such rights as are expressly conferred upon them by the Programme Trust Deed, the Declaration of Trust, these Conditions or by any law, subsidiary legislation, regulation or any order of court.

7.4. A Sukukholder shall have the right to share in the benefits from the Trust Assets proportionate to the number of his ownership interest in the Trust Assets.

7.5. Only persons who have been duly registered in the Register maintained by the Registrar as Sukukholders shall have the right to be recognized as such.

7.6. A Sukukholder shall have the right to pledge, charge, mortgage, or otherwise offer his Sukuk as security for a debt, a loan or an obligation and in any such case the Sukukholder shall notify the Delegate Trustees, the Registrar and the Depositary, in writing, of the pledge, charge, mortgage or obligation.

8. Negative Pledge

So long as any Sukuk remain outstanding the Obligors shall not directly or indirectly secure any other Indebtedness other than Permitted Indebtedness, over its undertaking, asset or revenues, present or future, which may be represented by bonds, notes or any other publicly issued debt securities which are, or are capable of being, traded or listed on any stock exchange or over-the-counter or similar securities market: (a) without the consent of the Delegate Trustees; (b) without securing equally and rateably therewith its obligations under the Issue Documents or Transaction Documents to which it is party (in whatever capacity), unless otherwise stated in a Final Terms applicable to a Series.

9. Redemption, Purchase and Cancellation

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

9.2. Redemption by Instalments: Sukuk may be partially redeemed in instalments on each Payment Date at the scheduled dissolution Amount specified in the applicable Final Terms whereupon the Dissolution Amount of such Sukuk shall be reduced by the Instalment Amount on each Payment Date until fully redeemed at the Maturity Date.

9.3. Redemption at the option of the Issuer Trustee: If the Call Option is specified in the relevant Final Terms as being applicable, the Sukuk may be redeemed at the option of the Issuer Trustee in whole on any Optional Redemption Date (Call) at the relevant Optional Redemption Amount (Call) on the Issuer Trustee giving not less than 20 nor more than 60 days' notice to the Sukukholders (which notice shall be irrevocable and shall oblige the Issuer Trustee to redeem the Sukuk on the relevant Optional Dissolution Date (Call) at the Optional Redemption Amount (Call) plus accrued Periodic Distribution Amount to such date).

9.4. Redemption for tax reasons: If the Issuer Trustee satisfies the Delegate 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 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 Trustee taking reasonable measures available to it, the Issuer Trustee may at its option, having given not less than twenty (20) nor more than sixty (60) days' notice to the Sukukholders (which notice shall be irrevocable and shall oblige the Issuer Trustee to redeem the Sukuk on the relevant Optional Redemption Date at the Optional Redemption Amount plus accrued and unpaid Periodic Distribution Amount (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 Trustee would be obliged to pay such additional amounts, were a payment in respect of the Sukuk then due. Prior to the publication of any notice of redemption pursuant to this Condition 9.4, the Issuer Trustee shall deliver to the Delegate Trustees a certificate signed by two directors of the Issuer Trustee stating that the requirement referred to in subparagraph (i) above will apply on the next Periodic Distribution Date and cannot be avoided by the Issuer Trustee taking reasonable measures available to it, and the Delegate Trustees shall be entitled to accept the certificate as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Sukukholders.

9.5. Redemption at the option of Sukukholders: If the Put Option is specified in the relevant Final Terms as being applicable, the Issuer Trustee shall, at the option of the holder of any Sukuk redeem such Sukuk on the Optional Redemption Date (Put) specified in the relevant Put Option Notice at the relevant Optional Redemption Amount (Put) together any Periodic Distribution Amount (if any) accrued to such date and yet unpaid. In order to exercise the option contained in this Condition 9.5, the holder of a Sukuk must, not less than 30 nor more than 60 days before the relevant Optional Redemption Date (Put), deposit with the Delegate Trustees or Registrar (i) such Sukuk (in the case of certificated Sukuk); or (ii) the Depositary statement of stockholding in the case of dematerialised Sukuk; and (iii) a duly completed Put Option Notice in the form obtainable from the Registrar. The Delegate Trustees or Registrar with which a Sukuk or Depositary Statement of stockholding is so deposited shall deliver a duly completed Put Option Receipt to the depositing Sukukholder. No Sukuk, once deposited with a duly completed Put Option Notice in accordance with this Condition 9.5 may be withdrawn, provided, however, that if, prior to the relevant Optional Redemption Date (Put), an Event of Default shall have occurred and be continuing in which event such Sukukholder, at its option, may elect by notice to the Issuer Trustee or Delegate Trustees to withdraw the notice given pursuant to this paragraph and instead to declare such Sukuk forthwith due and payable pursuant to Condition 17 (Events of Default). For so long as any outstanding Sukuk is held by the Delegate Trustees or Registrar in accordance with this Condition 9.5, the depositor of such Sukuk and not the Delegate Trustees or Registrar shall be deemed to be the holder of such Sukuk for all purposes.

9.6. Purchase: The Originator or the Issuer Trustee may at any time and from time to time purchase at any price Sukuk through the market or by tender (available to all Sukukholders alike) but not otherwise. Any Sukuk so purchased will be cancelled and will not be available for re-issue.

9.7. Cancellation: All the Sukuk which are redeemed in accordance with the provisions of this Programme Trust Deed will be cancelled and may not be reissued or resold. Where the Issuer Trustee decides to make an early redemption or exercise a call option to redeem any outstanding Sukuk prior to the Maturity Date of the Sukuk, the Delegate Trustees must inform the Sukukholders and the SEC of the proposed redemption, giving relevant details of such redemption (including the broad details of the proposed Sukukholders' resolution where appropriate). For so long as the Sukuk is admitted to listing and/or trading on an Exchange and the rules of such exchange so require, the Registrar shall promptly inform the Exchange of the cancellation of any Sukuk under this Condition 9.7 (Cancellation).

10. Returns and Calculation

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

10.2. Returns on Fixed Rate Sukuk:

(a). The Fixed Rate Sukuk (being those Sukuk that specify the return is payable at a fixed rate) shall earn income on the Principal Amount at the rate of returns specified in the applicable Final Terms from (and including) the Distribution Commencement Date specified in the applicable Final Terms to (but excluding) the Maturity Date. Periodic Distribution Amounts shall be payable in arrears on the Periodic Distribution Dates in each year. The first payment of the return on investment by Sukukholders will be made on the Periodic Distribution Date following the Distribution Commencement Date (specified in the applicable Final Terms) and, if the first anniversary of that Distribution Commencement Date is not a Periodic Distribution Date, the first payment of income shall be as specified in the applicable Final Terms.

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

10.3. Returns on Floating Rate Sukuk:

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

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

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

10.4. Zero Distribution Sukuk:

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

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

10.5. Calculation of Returns:

(a). The Periodic Distribution Amounts payable in respect of each Sukuk (save for Zero Distribution Sukuk) for a Distribution Period shall be specified in (an amortisation/payment schedule appended to), or determined in accordance with, the applicable Final Terms. The amount of earnings or income payable to Sukukholders in respect of any Sukuk for any period shall be calculated by multiplying the product of the Return rate and the Principal Amount of such Sukuk by the Day Count Fraction and rounding the resulting figure to the nearest sub unit of the relevant currency as specified in the Final Terms.

(b). For the Purposes of Condition 10.6(a): “Day Count Fraction” means in respect of the calculation of an amount for any period of time (the "Calculation Period"), such day count fraction as may be specified in these conditions or the relevant Final Terms and:

(i). if "Actual/365" or "Actual/Actual" is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

(ii). if "Actual/365 (Fixed)" is so specified, means the actual number of days in the Calculation Period divided by 365; and

(iii). if "Actual/360" is so specified, means the actual number of days in the Calculation Period divided by 360.

(c). Business Day Convention: If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day convention would otherwise fall on a day that is not a Business Day, then, if the Business Day convention specified is (a) the Floating Rate Business Day convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (i) such date shall be brought forward to the immediately preceding Business Day and (ii) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment, (b) the following Business Day convention, such date shall be postponed to the next day that is a Business Day, (c) the modified following Business Day convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day or (d) the preceding Business Day convention, such date shall be brought forward to the immediately preceding Business Day.

11. Payments

11.1. The Originator hereby undertakes to pay directly, all payments due to the Sukukholders under the Trust Deeds.

11.2. Subject to Condition 16(Taxation), any Periodic Distribution Amount or the Dissolution Amount payable on or in respect of any Sukuk may be paid by the Delegate Trustees through the Registrar by electronic payment transfer.

11.3. Payments will be made to the Person shown in the Register at the close of business on the Record Date as defined in Condition 2.8. Where the day on which a payment is due to be made is not a Business Day, that payment shall be effected on or by the next succeeding Business Day unless that succeeding business day falls in a different month in which case payment shall be made on or by the immediately preceding Business Day.

11.4. The Registrar shall give to the Sukukholders not less than thirty (30) days’ notice in writing of the time and mode for repayment of the Sukuk to be redeemed and each such notice shall state the amount of the Sukuk for redemption.

11.5. The Depositary rules and procedure will apply to exchange of the Depositary statement of stockholding in the case of payment of the relevant Dissolution Amount in respect of dematerialized Sukuk. Payments of the relevant Dissolution Amount in case of certificated Sukuk will be made only against presentation and surrender of the relevant Sukuk Certificates in accordance with the applicable Series Trust Deed. Whenever any part of the Sukuk is redeemed a proportionate part of each holding of the Sukuk shall be repaid to the Sukukholders.

11.6. Payments of Periodic Distribution Amounts shall me made on each Periodic Distribution Date at the Return rate from the distributions made by the Originator to the Issuer Trustee under the Sukuk Documents. Each Sukuk will cease to be eligible to earn Periodic Distribution Amounts from the Dissolution Date.

11.7. The Obligor shall repurchase the Trust Property from the Issuer Trustee in accordance with the terms of the Sukuk Documents. The Dissolution Amount shall be paid to Sukukholders from the proceeds of the purchase price of the Trust Property pro rata to their respective holdings.

11.8. The Sukuk shall be deemed redeemed and the obligations of the Issuer Trustee and the Originator discharged on payment to the Delegate Trustees, on behalf of the Sukukholders, of the Principal Amount on the Sukuk to the Sukukholders whose names appear on the Sukuk Register on the Record Date. Payment by the Originator to the Delegate Trustees shall be a legal discharge of the liability of the Issuer Trustee towards the Sukukholders from all obligations in connection with the Sukuk.

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

12. Dissolution of the Trust

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

13. Priority of Payments

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

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

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

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

(d). to pay the balance (if any) to the Issuer Trustee/Originator.

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

14. Receipts for Money Paid

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

15. Freedom from Equities

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

16. Taxation

All payments of principal and income due in respect of the Sukuk 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 that event, no additional amounts shall be paid to the Sukukholders as a result thereof. Provided However that the Sukuk shall enjoy the benefits of the provisions of the Tax Exemptions, and such extension, amendments and modifications thereof.

17. Events of Default

17.1. If any of the following events ("Events of Default") occurs and is continuing, the Delegate Trustees may at their discretion and shall, upon the request in writing of the registered holders of at least one-fifth of the nominal amount of the Sukuk for the time being outstanding or upon being so directed by an Extraordinary Resolution by notice in writing to the Issuer Trustee declare the Sukuk to have become immediately repayable:

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

(b). Breach of other Obligations: The Obligors do not comply with their other obligations under or in respect of the Sukuk of the relevant Series and, if the non-compliance can be remedied, does not remedy the non-compliance within thirty (30) days after written notice requiring such default to be remedied has been delivered to the Obligors by a Sukukholder; or

(c). Cross Default: Any Indebtedness in excess of N10,000,000,000.00 (or its equivalent in any other currency) of the Originator in respect of money borrowed or raised is not paid within 10 Business Days of: (i) its due date; or (ii) the end of any applicable period of grace, whichever is the later; or the Indebtedness of the Originator of a value exceeding N10,000,000,000.00 (or its equivalent in any other currency) in aggregate is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described) and such event shall be certified in writing by the Delegate Trustees to be in their opinion materially prejudicial to the interest of the Sukukholders.

(d). Enforcement Proceedings: a distress, attachment, execution or other legal process is levied, enforced or sued out on or against any substantial part of the property, assets or revenues of the Originator and is not discharged or dismissed or stayed within one hundred and twenty (120) days thereof; or

(e). Insolvency: An Insolvency Event occurs in respect of the Originator; or

(f). Cessation of Business: The Originator ceases to conduct all or substantially all of its business as is now conducted or changes all or substantially all of the nature of such business or merges or consolidates with any other entity without the prior written consent of the Delegate Trustees pursuant to Clause 11.22 of the Programme Trust Deed; or

(g). Material Adverse Effect: a Material Adverse Effect has occurred; or

(h). Obligations Unenforceable: any of the Sukuk, the Trust Deeds is or becomes wholly or partly void, voidable or unenforceable.

PROVIDED that the Sukuk shall not be declared immediately payable unless: (x) on the occurrence of any event specified in sub-clauses 12(a) 12(b) 12(c) and 12(d), the Delegate Trustees shall have first served on the Obligors a preliminary notice requiring the Originator as the case may be to pay the Dissolution Amount or Periodic Distribution in arrears or to remove, discharge or pay out to the satisfaction of the Delegate Trustees such distress, execution or process or to perform and observe the covenant or provisions the breach whereof has been committed or threatened and the Originator shall have failed or neglected for a period of ten (10) days to comply with such notice; (y) in the case of any event specified in sub-clause 12(g), the Delegate Trustees have notified the Obligors to give further particulars as to circumstances causing the Material Adverse Effect, and if ten (10) days after such notification and following the receipt by the Delegate Trustees of the explanatory representations from any Obligor regarding the circumstances constituting the Material Adverse Effect, the Delegate Trustees, acting reasonably, remain of the view that the Event of Default is, in their opinion, materially prejudicial to the interests of the Sukukholders notwithstanding the receipt by the Delegate Trustees of the explanatory representations from the Obligor regarding the circumstances constituting the Material Adverse Effect; and (z) in the case of any event specified in sub-clauses 12(e) and 12(h), the Delegate Trustees shall have certified in writing to the Obligors that the Event of Default is, in their opinion, materially prejudicial to the interests of the Sukukholders.

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

18. Enforcement

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

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

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

19. Waiver of Interest

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

20. Meetings of Sukukholders, Modification and Waiver of Breach

20.1. Convening Meeting of Sukukholders: The rights and duties of the Sukukholders in respect of attendance at meetings of Sukukholders are set out in Schedule 4 to this Programme Trust Deed (Provisions for Meetings of Instrumentholders). Decisions taken at Sukukholders meetings may only be exercised by the Delegate Trustees in accordance with this Programme Trust Deed or under these Conditions. For the avoidance of doubt, the Conditions of the Sukuk can only be amended with the consent of the Parties.

20.2. Modifications and Waiver: The Delegate Trustees may agree: (i) upon the giving of prior written notification by the Issuer Trustee to the Rating Agency which has assigned a credit rating to the relevant Series or any Sukuk comprised therein; and (ii) without the consent of the Sukukholders of any Series, to:

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

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

Provided that:

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

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

(c). any modification to this Programme Trust Deed which is required or necessary bring this Programme Trust Deed in compliance with Applicable Law.

(d). Any such modification shall be binding on the Sukukholders and shall be notified by the Issuer Trustee to the Sukukholders as soon as practicable, and the Issuer Trustee and the Delegate Trustees shall seek the approval of the Commission and the Sharia'ah Adviser for any proposed modification to this Deed by service of notice on the Commission. Such proposed change shall not be given effect to, until the proposed change has been approved by the Commission.

21. Replacement of Sukuk Certificates

If any Sukuk Certificate issued pursuant to these Conditions be defaced, lost or destroyed, it may be replaced on payment of all stamp duty (if any) payable on a new Sukuk Certificate, and upon such terms as to evidence and indemnity as the Registrar may deem adequate and, in the case of defacement, on delivery of the old Sukuk Certificate to the Registrar. An entry as to the issue of the new Sukuk Certificate and indemnity (if any) shall be made in the Register.

22. Rights Against Predecessors-in-Title

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

23. Further Issues

Subject to Condition 8 (Negative Pledge), the Issuer Trustee may from time to time create and issue further Sukuk either having the same terms and conditions as the Sukuk in all respects (or in all respects except for the first payment of Periodic Distribution Amount on them) and so that such further issue shall be consolidated and form a single Series with the outstanding Sukuk of any series (including the Sukuk) or upon such terms as the Issuer Trustee may determine at the time of their issue. References in these Conditions to the Sukuk include (unless the context requires otherwise) any other Sukuk issued pursuant to this Condition and forming a single series with the Sukuk.

24. Notice

24.1. Any notice or other document may be given to or served on any Sukukholder either personally or by sending it by post in a prepaid envelope or delivering it addressed to him at his registered address or (if he desires that notices shall be sent to some other persons or address) to the person at the address supplied by him to the Issuer Trustee for the giving of notice to him.

24.2. In the case of joint registered holders of any Sukuk a notice given to the Sukukholders whose name stands first in the Register in respect of such Sukuk shall be sufficient notice to all the joint holders.

24.3. Any notice or other document duly served on or delivered to any Sukukholder under these Conditions shall (notwithstanding that such Sukukholder is then dead or bankrupt or that any other event has occurred and whether or not the Issuer Trustee has notice of the death or the bankruptcy or other event) be deemed to have been duly served or delivered in respect of any Sukuk registered in the name of such Sukukholder as sole or joint holder unless before the day of posting (or if it is not sent by post before the day of service or delivery) of the notice or document his name has been removed from the Register as the holder of the Sukuk and such service or delivery shall for all purposes be deemed a sufficient service or delivery of such notice or document on all persons interested (whether jointly with or claiming through or under him) in the Sukuk.

24.4. Any notice, or other communication may be given to the Delegate Trustees hereunder by sending the same by hand or courier and addressed to:

(a). If to ARM TRUSTEES LIMITED, to it at:

1 Mekunwen Road,

Off Oyinkan Abayomi Drive,

Ikoyi, Lagos

Tel: + 234 (1) 2692097, 2695508-10 ext 121

For the Attention of: Michael Abiodun Thomas

Email: armtrustees-ct@arm.com.ng

(b). If to QUANTUM ZENITH TRUSTEES & INVESTMENTS LIMITED, to it at:

Plot 232A, Muri Okunola Street

Victoria Island, Lagos

Tel: 01 278 3220

For the Attention of: Omolola Iyinolakan

Email: zenith.Trustees@zenith-trustees.com

(c). If to FBNQUEST TRUSTEES LIMITED, to it at:

16 Keffi Street,

South West Ikoyi,

Lagos

Tel: +234-1-4622673 Ext - 2804

For the Attention of: Babatunde Adewolu; The Head, Corporate Trust

Email: corpratetrust@fbnquest.com

(d). If to CORONATION TRUSTEES LIMITED, to it at:

10, Amodu Ojikutu Street

Victoria Island

Lagos State

Tel: +234 81 627 627 68

For the Attention of: Yemi Sadik, Managing Director

Email: Trustee@coronationnt.com; ysadik@coronationnt.com

24.5. Any notice, or other communication may be given to the Originator by sending the same by hand or courier and addressed to:

Dangote Cement Plc

1 Alfred Rewane Road

Ikoyi

Lagos, Nigeria

Tel: +234 2012712236

For the Attention of: The Group Chief Financial Officer

Email: gbenga.fapohunda@dangote.com

24.6. Any notice, or other communication may be given to the Issuer Trustee by sending the same by hand or courier to the address provided by it in the Declaration of Trust.

24.7. Any notice shall be deemed to have been served on the day following that on which the letter containing the notice is posted and in proving such service it shall be sufficient to prove that the envelope containing the notice or the notice itself was properly addressed, stamped and posted. Any notice given by delivery otherwise than by post shall be deemed given at the time it is delivered to the address specified.

24.8. Any accidental error, omission or failure in giving or delivering or mailing such notice or the non-receipt of any such notice by a Sukukholder shall not invalidate or otherwise prejudicially affect any act, action or proceeding.

Provided that in each case, any notice given to any Sukukholder, the Delegate Trustees, the Originator or the Issuer Trustee by way of publication in two Nigerian national dailies will suffice as sufficient notice.

25. Governing Law and Jurisdiction

25.1. Governing Law: The Sukuk and all rights and obligations arising from or connected with the Sukuk are governed by, and shall be construed in accordance with, Nigerian law.

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

DANGOTE CEMENT

MACRO-ECONOMIC OUTLOOK

The information stated herein accentuates the prospects of the Nigerian economy as well as its future economic activities across key sectors and industries. Information included under this section was sourced from publicly available records including websites of third party and international organisations as well as government agencies such as the NBS, the CBN, the Budget Office of the Federation, the Nigeria National Petroleum Commission ("NNPC"), the Nigerian Federal Ministry of Finance, the DMO, the World Bank, the African Development Bank ("AfDB") and the IMF amongst others. There is not necessarily any uniformity of views amongst such sources as to such information provided. The Issuer has accurately summarized such information and so far as the Issuer is aware and is able to ascertain, no facts have been omitted that would render the reproduced information inaccurate or misleading. In preparing this section, data and information reported herein have not been independently verified.

1. INTRODUCTION

The Federal Republic of Nigeria ("**Nigeria**") is located in the West African sub region of Africa, bordered by the Republic of Niger to the North, Republic of Chad to the Northeast, Republic of Cameroon to the East, Republic of Benin to the West and the Atlantic Ocean to the South, and occupies a land area of approximately 923,773km^2. Nigeria is comprised of 36 States and a Federal Capital Territory,Abuja – which is located in the North central region of Nigeria. The States and the Federal Capital Territory are grouped into six geopolitical zones with 774 constitutionally recognized Local Government Areas and Area Councils. Nigeria has 3 major ethnic groups (Yoruba, Igbo & Hausa), and more than 250 other ethnic groups, with English as its official language.

The World Bank in 2023 estimated that Nigeria has a population of over 206 million people, placing the country as the 7th most populous country in the world. Nigeria is endowed with several minerals including gold, iron ore, coal and limestone, and has 37.1 billion barrels of proven crude oil reserves and 206.5 trillion cubic feet of proven natural gas as of 2023, according to the United States Energy Information Administration (US EIA).

Agriculture is a major source of livelihood, employing roughly 70% of the labor force. The US EIA also ranked the country as the largest oil producer in Africa and the world's sixth–largest exporter of Liquefied Natural Gas (LNG) in 2021. According to the United Nations Population Fund (UNFPA) and the National Bureau of Statistics (NBS), the country has an estimated labour force of 89.51 million; with an average life expectancy of 55 years. The country's population is projected to grow at an average of 2.58% annually, to reach 233 million by 2025.

In 2023, the Nigerian economy grew by 2.74% y/y, representing a decline from the preceding year's 3.10%. Nonetheless, the recorded growth was marked by activities in oil production, banking, and the telecommunications industry. According to PwC 2024 Economic Outlook, the country's GDP may experience a 3.1% marginal rise.

2. ECONOMY

Nigeria is a significant exporter of cocoa, rubber and cassava, in addition to other significant natural resources, however, the Nigerian economy has, for a long time, been highly dependent on the oil and gas sector. This makes the economy vulnerable to oil price fluctuations. According to Bloomberg, Nigeria's government raised over $500 million in 2023 to support food production. The funds came from sources such as international financial institutions and multilateral development banks. This had a positive impact on the performance of the non-oil sector, which was the major driver of growth in 2023, contributing 94.6% to GDP.

In real terms, GDP grew by 3.52% (year-on-year) in the fourth quarter of 2022, following a growth of 2.25% in the third quarter of 2022 and 3.98% in the fourth quarter of 2021. In Q4 2023, Nigeria's GDP grew by 3.46%, slightly below the 3.52% growth in Q4 2022, yet higher than the 2.54% growth in Q3 2023.

According to the NBS, the 3.46% growth in the fourth quarter of 2023 was driven primarily by the Services sector which grew by 3.98% and contributed 56.55% to the total GDP. Despite this growth being slightly lower than the 3.52% recorded in Q4 2022, it was higher than the 2.54% growth observed in Q3 2023. The industry sector also showed positive momentum with a growth rate of 3.86%, rebounding from a contraction of -0.94% in Q4 2022. The agricultural sector growth was more modest at 2.10% in real terms, with crop production being a significant contributor. Nominal GDP in Q4 2023 stood at N65,908,258.59 million, reflecting a strong nominal year-on-year growth of 16.12% from Q4 2022's GDP of N56,757,889.95 million. Overall, the GDP growth for 2023 was recorded at 2.74%, showing a slight slowdown compared to the 3.10% growth in 2022.

NIGERIA GDP

The following table provides information regarding Nigeria's GDP for the periods indicated:

	2019	2020	2021	2022	2023[1]
Real GDP (constant prices) (billions of ₦)	71,388	70,014	72,394	74,640	76,685
Nominal GDP (current prices) (billions of ₦)	144,210	152,324	173,528	199,336	229,913
Naira/US$ (period average)[2]	306.5	379.5	399.4	423.4	648.0
GDP (current prices, billions of US$)	321.81	401.38	434.47	470.80	354.80

Source: National Bureau of Statistics, Central Bank of Nigeria, IMF, FMDQ Securities Exchange

In 2023, Nigeria's nominal GDP in Naira grew from ₦199,336 billion to ₦229,913 billion. However, in US dollar terms, the nominal GDP experienced a decline. In 2023, Nigeria's nominal GDP was US$355billion, a decrease of 24.6% compared to US$471 billion in 2022. This decline was primarily due to an increase in the FX rate. In contrast, 2022 saw an increase of 8.36% compared to US$437 billion in 2021. The following table provides information regarding key macroeconomic indicators for the periods indicated:

Economic Indicators	2019	2020	2021	2022	2023
Nominal GDP at market exchange rates (US$ billions)	321.8	401.4	434.5	470.8	354.8
Real GDP growth (%)	2.27	-1.92	3.47	3.10	2.74
GDP per capita (US$ market exchange rates)	2,340	2,080	2,090	2,200	1,690
Average Consumer Price Index (CPI) (%)	11.4	13.2	17.0	18.8	24.5
Monetary policy rate (%)	13.5	11.5	11.5	16.5	18.75
Current account/GDP (%)	-3.6	-3.7	-0.7	0.2	-0.3
Population (million)	200.9	206	211[3]	218	223
Total external debt stocks (US$ bn)	27.7	33.3	38.4	41.7	42.5
Total external debt stocks (% of GDP)	8.6	8.3	8.8	8.9	12.0

Source: National Bureau of Statistics, IMF, World Bank, Debt Management Office, CBN

3. FISCAL DEFICIT

Deficits exist where a government's expenditures exceed its revenues. The Fiscal Responsibility Act provides that the federal budget deficit should not exceed 3% of estimated GDP or any sustainable percentage as may be determined by the National Assembly for each financial year. From a review of the

[1] FY
[2] CBN Rates
[3] United Nations 2021 World Population Prospects

2024 budget, the budget deficit reflected therein was N9.18 trillion (3.83% of GDP); more than the 3% allowed by the Fiscal Responsibility Act.

President Bola Ahmed Tinubu signed the 2024 Appropriation Bill into law on 1 January 2024, following the passage of same by the National Assembly. The said budget includes an aggregate revenue and planned expenditure of ₦18.32 trillion and ₦27.8 trillion, respectively. The budget reflects a fiscal deficit of ₦11.34 trillion. This deficit will be financed majorly by borrowings, broken down as follows: ₦6 trillion from domestic sources, ₦1.7 trillion from foreign sources and ₦941.1 billion from multilateral/bilateral loan drawdowns.

Under the 2024 – 2026 Medium Term Expenditure Framework and Fiscal Strategy Paper, the fiscal strategies 2024 – 2026 include fiscal measures to enhance government revenue and reduce fiscal pressures. The medium-term target is to increase the Public Revenue-to-GDP ratio to 15 percent. The goal of the fiscal policy also includes ensuring sustainable deficit and debt levels by exploring cheaper and more flexible borrowing options to finance fiscal deficits. The MTEF&FSP further lays out measures to promote domestic manufacturing and lessen import dependency.

4. CAPITAL MARKETS

The Nigerian Capital Market ("**Market**") consists of debt and equity markets. Equities consist of shares and stocks of publicly-listed Nigerian companies as well as a few non-Nigerian companies. The debt market, on the other hand, consists of government and corporate bonds, supranational bonds, notes, debentures and their derivatives, Nigerian treasury bills and other debt securities and instruments. The Market is primarily regulated by the SEC while the NGX, a registered company that offers listing, trading, licensing and similar services for both equities and debt acts as the largest securities exchange in Nigeria.

In addition to the NGX, FMDQ Exchange, also a self-regulatory organisation, has primary responsibility for the listing, trading and regulating of the OTC markets—fixed income (money, repos, commercial papers, treasury bills, and bonds), currencies and derivatives. FMDQ Exchange is registered as a private limited liability company.

Another self-regulatory organisation in the market is the National Association of Securities Dealers, otherwise known as the NASD, a public company operating in the NASDAQ market in Nigeria, regulated by the SEC. The NASD promotes a trading network that eases secondary market trading of all securities of unquoted public companies primarily in Nigeria but with a focus on the West African region.

According to data from the FMDQ Group tracked by Nairametrics, Nigerian companies raised ₦1.504 trillion through commercial papers in 2023 (a 499% increase from N251 billion in 2022), while ₦110.39 billion was raised through corporate bonds. The value of outstanding corporate bonds listed on the FMDQ Securities Exchange (FMDQ) rose to ₦1.498 trillion in February 2023, a 50.9 percent increase from ₦993.57 billion in the corresponding period of 2022. However, despite the YoY increase in outstanding corporate bonds, the value raised through corporate bonds in 2023 (₦110.39 billion) significantly declined by 83.8% compared to ₦679.61 billion raised in the FMDQ in 2022. From a price perspective, total returns on Nigerian bonds using the S&P/FMDQ bond index came in at 8.1% with most of the price gains concentrated in December.

The NGX reached an all-time high index since 2008 at 105,722 points on 16 February 2024. As at May, 2024, the NGX All Share Index ("ASI") was up 32.8%, driven by increased investor sentiments following pro-market policy reforms by the new government.

5. INFLATION

The Consumer Price Index ("**CPI**"), issued by the NBS, measures the average change in prices, over a period of time, of goods and services consumed by persons for day-to day living. This index is used to calculate the inflation rate for any given period.

According to the NBS, the CPI increased by 21.34% (year-on-year) in December 2022. This is 7.58 lesser than the rate recorded in December 2023 (28.92%). The CPI increased by 33.69 (year-on-year) in April 2024. This is 11.47 percent point higher than the rate recorded in April 2023 (22.22). The percentage change in the average composite CPI for the twelve months period ending April 2024 over the average of the CPI for the previous twelve months period was 27.9 percent, showing 7.1 percent higher than 20.80 percent recorded in April 2023.

The CPI and Inflation Report by the NBS reflects that the composite food index rose by 40.53% in April 2024, compared to 24.61% in April 2023 while the "All items less farm produce" or Core inflation, which excludes the prices of volatile agricultural produce stood at 26.84% in April 2024. This increase is attributed to the persistence of insecurity across the country as well as lingering structural deficiencies impacting the logistics of moving food items to urban areas. Other factors include the impact of FX rates, the removal of fuel subsidy and hikes in the price of energy products (PMS and electricity), amongst others.

Another major factor is the predominance of imported (household and everyday) goods, including food. Due to the fact that most goods sold at the commercial market are imported, the prices of these goods are subject to and significantly affected by currency movements. In recent times, the Nigerian agricultural sector has witnessed substantial growth. In Nigeria, four sub-activities make up the agricultural sector, namely: crop production, livestock, forestry and fishing. The agricultural sector grew by 14.94% year-on-year in nominal terms in Q4 2023; and by 18.67% year-on-year in nominal terms in Q4 2022, showing a decrease of 3.73% points. Nigeria continues to rely heavily on food imports and imported goods generally, which in conjunction with other factors, has led to a depreciation in the value of the Naira against the Dollar.

6. FOREIGN RESERVES

According to the CBN, as at 22 May 2024, Nigeria's foreign reserves stood at approximately US$32.74 billion, evidencing a decrease of over 0.53% and 11.7% compared with US$32.91 billion as at December 2023 and US$37.1 billion as at December 2022 respectively. CBN's dollar supply in the FX market has been impacted by the drying inflows of dollar into the Nigerian economy. The CBN annual statistical bulletin shows that the total foreign exchange supply by the CBN to the economy in 2023 was $9.8 billion. This is the lowest dollar supply recorded since 2017.

7. PUBLIC DEBT

The Federal Government recently started focusing on developing a robust domestic debt market, with a target of 70:30 domestic debt to external debt ratio. According to data from the DMO, outstanding public debt of the Federal Government was ₦87.33 trillion as of December 2023, an increase of 124.4% from the 2022 figure. It is the Federal Government's strategy to refinance domestic debt with external borrowing to reduce debt service cost and achieve a more sustainable debt portfolio mix. Domestic debt to external debt ratio was 61:39 in 2023 and 57:43 in 2022.

Nigeria's total external debt stock outstanding as at December 2021 was US$38,391.32 million, based on information provided by the DMO. This grew to US$41,694.91 in December of 2022 representing an increase of US$3,303.59 million or 8.6%. As of December 31, 2023, Nigeria's total external debt stock outstanding stood at US$ 42,495.16 million, representing an increase of 1.92% from 2022. The increase witnessed in 2023 from 2022, was largely due to the Federal Government's shift towards external financing as part of its debt management strategy of rebalancing the public debt portfolio. Specifically, the growth of external debt was mainly on account of additional disbursements of multilateral and bilateral loans. More recently, the DMO reported that Nigeria's total external debt reached US$42,115.54 million as of March 31, 2024, reflecting a 9.70% increase since December 2021. Total domestic debt stands at

US$49,348.25. Together, these figures bring Nigeria's total public debt to US$91,463.79 (external + domestic).

The current strategy with respect to the Nigerian domestic debt portfolio is to lengthen the debt maturity structure, to broaden and deepen the domestic bond market through the introduction of a variety of government securities, to use technology to aid the effective and efficient issuance and trading of domestic bonds and to improve the regulatory framework for effective operation of the bonds market. Accordingly, and in line with efforts to broaden the Federal Government's securities basket, the DMO issued a number of securities from January 2021 to December 2023 including the FGN Savings Bonds, the FGN Eurobond (under the category of external debt), the FGN Sukuk programme, and the FGN Green Bond.

8. INTEREST RATES

At the CBN's Monetary Policy Committee (the "**Committee**") Meeting in May 2024, the Committee resolved to raise the Monetary Policy Rate ("**MPR**") from 24.75% to 26.25% whilst the Cash Reserve Ratio (CRR) was retained at 45%. The considerations of the Committee at this meeting focused on the current inflationary pressures and the need to anchor inflation expectations as well as ensure sustained exchange rate stability. The decisions of the Committee in May 2024 reflect the CBN proposed expansionary monetary policy expected to complement the CBN's commitment to the price stability mandate and the need to urgently bring inflation under control to ensure that the purchasing power of ordinary Nigerians is restored in the short to medium term.

9. OIL AND GAS SECTOR

The Oil and Gas sector plays a crucial role in Nigeria's economy, primarily due to its foreign exchange impacts and revenue generation for the Federal Government. However, despite its key role to the economy, the sector continues to witness a decline in oil demand and production, which is traceable to inadequate infrastructure, vandalism, and theft. The country's economy also relies heavily on oil and gas, making the economy vulnerable to incessant price fluctuations. In recent years, a landmark impact on oil prices is traceable to the Covid-19 pandemic.

Following the pandemic, the sector experienced a sharp decline in oil demand, leading to a further crash in crude oil prices. According to the NBS, the sector contributed 8.73% to total real GDP in Q3 2020, down from 9.77% and 8.93% in the corresponding period of the preceding year and quarter, Q2 2020, respectively. More recently, the oil sector's contribution to total real GDP in Q1 2024 rose to 6.38%, according to the NBS. This is an increase from both the corresponding period of 2023 (6.21%) and the preceding quarter (4.70%).

In Q1 2024, average daily oil production reached 1.57 million barrels per day (mbpd). This represents a slight increase from both Q1 2023 (1.51 mbpd) and Q4 2023 (1.55 mbpd). The NBS reported a year-on-year growth rate of 70% for the oil sector in Q1 2024. This translates to a 9.91% point increase compared to Q1 2023 (-4.21%). However, compared to Q4 2023's growth rate of 12.11%, there was a decrease of 6.41% points. Notably, Q1 2024 also saw a 13.77% growth rate on a quarter-on-quarter basis.

Nonetheless, the prices of the Nigerian crude oil have been on the rise. According to the CBN, in December 2020, the average crude oil price (Bonny Light) was $50.37; the price was at to $74.81 by December 2021; moved further upward to $79.8 in December 2022; dropped slightly to $79.12 by December2023. As of March, 2024, the average price of Nigerian crude oil was US$88.80 per barrel.

In recent years, the Federal Government has pursued new policies aimed at restructuring and regulating the upstream sector, as well as deregulating the downstream oil and gas sectors. In this regard, the Petroleum Industry Act **("PIA"** or **"the Act")** was signed into law on August 16, 2021. The Act introduced landmark improvements to the existing legal and governance structure in the energy sector, devoting more attention to regulatory, fiscal, and host community measures. The Act aims to strengthen the governing institutions, establish a strong regulatory framework, ensure transparency and accountability, promote exploration & exploitation of oil resources and foster sustainable development in Nigeria's oil and gas industry.

- The PIA 2021 made the following notable changes, among others:
- Establishes the Nigerian Upstream Petroleum Regulatory Commission ("NUPRC" or "the Commission") and Nigerian Midstream and Downstream Petroleum Regulatory Authority ("NMDPRA" or "the Authority"), as two separate and independent regulators.
- Provides a clear distinction between the midstream and downstream petroleum industry operations.
- Introduction of a new licensing regime, i.e., petroleum exploration license, petroleum prospecting license and petroleum mining lease.
- Provides for the specific permits and licenses that an operator will require to operate in the midstream and downstream sector of the Nigerian petroleum industry.
- Provides for the establishment of Frontier Exploration Fund ("FEF").
- Provides for the payment of hydrocarbon tax of 15% - 30% on profits from crude oil production.
- Replaces NNPC with NNPC Limited to enable it to operate in a more commercially expedient manner.
- Makes gas flaring penalties non-tax deductible and not subject to cost recovery to dis-incentivise gas flaring and encourage support for the environment.
- Pursuant to the powers of the Minister of Petroleum Resources under the PIA, the President of the Federal Republic of Nigeria signed the Oil and Gas Companies (Tax Incentive, Exemption, Remission, etc.) Order 2024 to encourage and improve the investment climate in Nigeria.
- Reduce the royalty rate from 10% to 7.5% for offshore fields producing not more than 15,000 barrels per day.
- Establishing the regulatory framework for domestic gas supply in Nigeria to increase the natural gas required to support energy transition drive and the utilization of gas in the Nigerian petroleum industry.
- Provides that any person that intends to engage in petroleum operations in the upstream, midstream and downstream sectors of the Nigerian petroleum industry shall use and register separate entities;
- Stipulates that prior to issuing any regulation, the regulators must have a public consultation with the relevant stakeholders.
- Provides that the consent of the NUPRC will be required to create a security over the interest in a license or lease by the holder of the license or lease.

10. FOREIGN EXCHANGE

Prior to mid-2023, there existed in Nigeria the following foreign exchange **(FX)** windows: (i) the interbank exchange rate which is determined by a two-way quote system of banks trading among themselves and the CBN; and (ii) the Bureau De Change (**"BDC"**) exchange rate. The BDC exchange rate is the rate at which FX is sold to small scale users for personal purposes such as business and personal travel, medical service fees and overseas educational tuition payments. Authorised FX dealers are entitled to sell a maximum of US$30,000 per week to BDCs at the prevailing interbank rate. In addition to the interbank exchange rate and the BDC exchange rate, the CBN also created other exchange rate windows including the CBN FX Window Secondary Market for personal, business, travel and medical allowances, the Investors and Exporters Foreign Exchange window and special window for small and medium scale enterprises and the Nigerian Autonomous Foreign Exchange Fixing ("**NAFEX**") quoted on FMDQ Exchange.

However, on the 14 June 2023, the CBN announced the unification of all FX windows into one, via a circular titled "Operational Changes to the Foreign Exchange Market". Following the release, all transactions are to be conducted via the Investors and Exporters **(I&E)** window, which is regulated by market forces. The aim of the FX window restructuring, among others, was to reintroduce the "willing buyer, willing seller" model which is regulated by the extant circular establishing the I&E window, towards facilitating stability and liquidity in the Nigerian FX market. As of June 1, 2023, the CBN exchange-rate was ₦ 461.42to US$1 compared to ₦1474.277 to US$1 as of 1 June 2024 (CBN).

The other notable changes from the circular are as follows:

- It establishes the calculation mechanism for daily transactions at the I&E window, which is based on the weighted average of the preceding day's executed transactions.
- It reintroduced the order-based two-way notes, setting the bid-ask spread at N1.
- It abolished the RT200 Rebate Scheme and the Naira4Dollar Remittance Scheme, which previously were set up to bolster forex supply and remittances.
- The circular also reintroduces the Order Book to keep detailed note of executed transactions and ensure transparency.

In the first two months of floating the Naira, the CBN reported an influx of $2.55 billion in FX. Noteworthy, however, although the policy was announced to achieve stability of the currency, the Naira has continued to struggle against the dollar. Nonetheless, the CBN continues to devise strategic policies to ensure FX inflows and the preservation of the currency.

11. REFORMS AND ECONOMIC REFORM INITIATIVES

In light of the fall in crude oil prices and in a bid to diversify the Nigerian economy, the Federal Government has focused its objectives and introduced specific reforms towards creating an enabling environment for doing business. In this regard, the Federal Government, in July 2016, created the Presidential Enabling Business Environment Council ("**PEBEC**") and charged it with the responsibility to spearhead the establishment of such necessary reforms while the Enabling Business Environment Secretariat ("**EBES**"), which was set up in October of the same year, is to implement the reform agenda of PEBEC.

This agenda centers on the removal of bottlenecks to doing business in Nigeria, moving the country twenty steps up on the World Bank Ease of Doing Business Index and steering the country to becoming a globally competitive economy and the business hub of Africa. In February 2020, PEBEC approved the 5th 60-Day National Action Plan on Ease of Doing Business in Nigeria (the "**National Action Plan**") which is an inter-ministerial, inter-governmental plan driven by EBES for implementation by various Ministries, Departments and Agencies of government ("**MDAs**").

PEBEC's report in 2022 noted growth in some MDAs regarding efficiency and transparency measures. Concerning these two major metrics, the 2021/2022 EO1 Compliance Report established that the top performing MDAs achieved high scores by ensuring a balance in transparency, default approval and one government. In this regard, the top 5 MDAs are Nigerian Content Development and Monitoring Board (NCDMB) with a score of 81.48%, Standards Organisation of Nigeria (SON) at 77.38%, Oil & Gas Free Zones Authority (OGFZA) at 75.80%, Nigerian Export Promotion Council (NEPC) at 69.04%, Federal Competition and Consumer Protection Commission (FCCPC) at 68.37%.

However, in the 2023 Half Year E01 Compliance Report, while the two top performers in the corresponding 2022 period maintained the same spot, the top 3 – 5 positions changed. In the third place was the Nigeria Agricultural Quarantine Service (NAQS), the Nigerian Electricity Regulatory Commission (NERC) ranked fourth, while the Nigerian Electricity Management Services Agency (NEMSA) placed fifth.

Other major initiatives which the FGN has undertaken include:

- The introduction of the Business Facilitation Act 2023 ("**BFA 2023"**) by the erstwhile government, to further accelerate the ease of doing business and provide corporate entities with a more business-favourable environment.

- The Electricity Act 2023 was also signed into law to revamp the legal, regulatory, and institutional framework of the NESI, while promoting a holistic framework for the generation, transmission, and distribution of electricity.
- The Government ended the fuel subsidy regime, gearing the fuel sector towards a more market-reflective FX rate.
- The CBN announced the official unification of the FX windows in its bid to float the naira and adopt a willing-buyer willing-seller market approach.

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12. POWER SECTOR

The lack of a steady and reliable power supply continues to fundamentally hamper the Nigerian economy and prevent sustainable economic development. These power cuts have an overall impact on the economy which adversely affects commercial activity, productivity, running costs of businesses, and standard of living. This sector of the economy is also plagued by theft of transformers and sabotage of infrastructure by vandals which result in frequent power outages as well as poor voltage output.

The Nigerian Electricity Regulatory Commission ("**NERC**") has taken various steps to address the technical and operational challenges in the sector. Such steps include the introduction of service-based cost-reflective tariffs. On March 31, 2020, NERC issued the NERC Order No: NERC/198/2020 – Order on the Transition to Cost Reflective Tariffs in the Nigerian Electricity Supply Industry (the "**Order**") to provide a framework for the transition to cost-reflective tariffs within the Nigerian Electricity Supply Industry ("**NESI**"). The Order introduced new service expectations and new tariff classes determined by quality of service. Additionally, to bridge the metering gap in the country, the NERC in 2018 issued the Meter Asset Provider (MAP) Regulations, which creates a new class of operators responsible for installing and maintaining meters. This initiative is now being complemented by the FGN through its National Mass Metering Program ("**NMMP**") launched in November 2020. Subsequently, on August 9, 2021, NERC released the Meter Asset Provider and National Mass Metering Regulations which amended the MAP Regulations and provided standard rules for the implementation of a metering programme under the NMMP and MAP framework. Under the NMMP, the FGN is seeking to provide up to N497.13 Billion to electricity distribution companies for the rollout of meters at no cost to electricity consumers. Under the first phase of the NMMP, it was announced that the FGN rolled out 1 million meters to power distribution companies to be installed in the premises of customers The second phase of the project set out to deliver 4 million meters. However, the project encountered a funding issue with the CBN under this phase. Nonetheless, the FGN announced in October 2023 the opening of bids for a new phase of US$500m World Bank-funded Mass Metering Programme. The programme is targeted at procuring 1.25 million meters by the first quarter of 2025.[4]

The Nigerian electricity sector has recorded some growth in recent years. According to the NBS report for 2021, growth in the non-oil sector was majorly driven by numerous areas including electricity. KPMG confirms that the electricity sector recorded a year-on-year GDP growth of 78.16% in the Q2 of 2021, marking an increase from the preceding year. The report notes that the growth recorded is traceable to the increase in the country's electricity tariff. In 2023, the sector also witnessed a 5.56% growth rate, representing a rebound from a 2.21% decline in 2022.

In power generation, the country has continued to achieve an upward increase in electricity generation. The 2022 NERC report for Q4 puts the total quarterly generation at 9,365,650MWh, which marked an over 825.20GWh (+9%) increase from Q3's 8,540,440 electricity generation. However, in 2023, the country recorded 8,664,280 MWh of electricity generation in the year's third quarter, representing a notable decrease from Q2's 8,867,050MWh. Nevertheless, the fourth quarter came with an upward increase in electricity generation, as the country recorded 9,789,870MWh, marking a 12.98% increase from the previous quarter's 8,664,820MWh.

[4] ThisDay Live, FG Opens Bids for New Phase of $500m World Bank-funded Mass Metering Programme, accessible at < FG Opens Bids for New Phase of $500m World Bank-funded Mass Metering Programme – THISDAYLIVE>

Summing this up across all quarters, the total electricity generated in 2020 increased to 35,242,547MWh, while the average capacity utilisation rate stood at 66.69%. In 2022, the total electricity generation fell to 34,520,790 MWh but it rose to 36,671,440MWh in 2023, according to the compared NERC reports for 2021, 2022, 2023. Further, the 2023 NERC Q3 Report indicated that there are now twenty-seven (27) grid-connected power plants, comprising nineteen (19) gas, four (4) hydro, two (2) steam, and two (2) gas/steam-powered plants. While the NERC has now, published the reports for the first quarter of 2024, the average available generation capacity, per 2023 Q3 report, was 4,922.26MW, representing a 16.88% increase from the previous quarter.

In relation to Nigeria's gas reserves, according to the defunct Department of Petroleum Resources (DPR), as of January 1, 2021, the gas reserves stood at 206.53 Trillion Cubic Feet (TCF), representing a marginal increase of 3.37TCF (1.66%) from the 203.16TCF recorded in 2020. Following the announcement, the FGN set a target to attain a Reserve Position of 2020TCF by 2030. However, despite the large reserve and promising outlook, the country is faced with insufficient gas production and supply, causing a reduction in overall operating capacity. According to data from the BP Statistical Review of World Energy 2023, Nigeria produced approximately 40.4 billion cubic metre gas (excluding gas flared or recycled but including natural gas produced for gas-to-liquids transformation) as at 2022, which indicates a decrease from 2021's 45.2 billion cubic metre gas, and even further decline from 2020's 49.4 billion cubic metre gas.

A notable initiative of the FGN in relation to addressing the gas-to-power challenge is the conceptualization and development of the Ajaokuta-Kaduna-Kano ("**AKK**") pipeline project with an estimated cost of approximately $2.8 billion, which entails the construction of a 614km pipeline that will create a link between the eastern, western, and northern regions of Nigeria for the purpose of establishing a guaranteed gas supply network across the country. The project is expected to boost Nigeria's electricity generation capacity and strengthen the industrial sector within all regions of the country. Although the initial completion date was set to 2023, the latest report indicates that the project is at 70% completion. Following its completion, the project boasts a strong support for gas transportation in Nigeria, as the pipeline is expected to transport up to two (2) billion standard cubic feet of natural gas daily to three proposed independent power plants.[5] Furthermore, the FGN through the DPR launched a Nigerian Gas Transportation Network Code to provide open and competitive access to gas transportation infrastructure.

In addition to investment in the gas sector, the FGN has also made concerted efforts to invest in renewable energy across the country as the FGN through the Rural Electrification Agency ("**REA**") is presently supervising the implementation of the Energizing Economies Initiative, a policy initiative of the FGN through which it supports the deployment of off-grid electricity solutions to small and medium scale enterprises in identified economic clusters (such as markets and agricultural or industrial centres) across the country, through private sector developers. The REA is similarly implementing the FGN's Nigeria Electrification Project ("**NEP**"), which is co-financed by the FGN, World Bank Group and AfDB. The NEP seeks to provide electricity to households, small-to-medium-sized enterprises, and public institutions in a least-cost and timely manner through off-grid and mini-grid solutions. More significantly, on March 17, 2023, the erstwhile President of the Federal Republic of Nigeria assented to the amendment of the Constitution of the Federal Republic of Nigeria. The thrust of the amendment was to empower States within the Federation to legislate on the generation, transmission and distribution of electricity within their States. Further to the Constitutional Amendment, the Electricity Act, 2023, was signed into law on June 9, 2023. The Act revamped the legal, regulatory, and institutional framework of the NESI and included the framework by which States could legislate and issue licences to undertakings interested in the generation, transmission and distribution of electricity within their respective States. A core objective of the Electricity Act is to provide a holistic integrated policy plan that recognizes all sources for the generation, transmission, and distribution of electricity, including the integration of renewable energy into Nigeria's energy mix.

[5] Premium Times, AKK Gas Pipeline Project Nears 70% Completion – NNPCL, accessible at < AKK Gas pipeline project nears 70% completion – NNPCL | Premium Times Nigeria (premiumtimesng.com)>

To ensure that customers are compensated for service failure and enable the power distribution companies ("**DisCos**") to charge service-based tariffs, the NERC issued an Order on Migration of Customers and Compensation for Service Failure under Service-Based Tariff ("Order No: NERC/2023/003) dated May 26, 2023, and effective June 1, 2023. The Order provides the framework to be adopted by DisCos for migrating customers across bands as provided for in the December 2022 Minor Tariff Review Order of MYTO-2022; and outlines a simplified mechanism for customer compensation for events of service failure on committed service obligations by DisCos.

One major initiative of NERC under the Electricity Act is the Mini Grid Regulations, 2023. The Regulations specifically target mini grids with generating capacity of up to 1MW per site and isolated mini grid systems with distribution capacity not exceeding 100KW. The Regulations seek to promote investment in renewable energy infrastructure.

In addition to the new Mini Grid Regulations, the NERC also released the Multi-Year Tariff Order (MYTO) 2024. Pursuant to the MYTO, DisCos can now purchase electricity directly from GenCos, marking a shift from the previous practice where the Nigerian Bulk Electricity Trading Plc (NBET) acted as an intermediary between the GenCos and DisCos. Furthermore, the NERC, recently issued the Eligible Customer Regulations, 2024, with objective to bring to effect the provisions of the Electricity Act 2023 (as amended) relating to eligible customer transactions, pursuant to the declarations of the NERC and to provide standard rules for achieving (i) facilitation of competition in the supply of electricity, promote the rapid expansion of generation capacity, and opportunities for improvement in the quality of supply; (ii) encourage third-party access to transmission and distribution infrastructure as a precursor to full retail competition in the electricity market; (iii) allow licensed generation companies with uncontracted capacity to access unserved and underserved customers thus improving the financial liquidity of the electricity industry; (iv) enhance the stability and operational efficiency of generation companies arising from the flatter load profiles of eligible customers and possibly lower technical losses, depending on the required network interconnection; and (v) guide distribution licensees in filing applications to the NERC for the approval of Competition Transition Charge ("CTC"), pursuant to the provisions of Electricity Act, 2023.

Further, other notable changes flowing from the Act in respect to the legal and institutional framework for the electricity industry, include: aiming to provide opportunities to develop the sector. The following are some of the key changes:

- Provision for an integrated national electricity policy and strategic implementation to be completed by the Minister of Power within a year of the Act's commencement.
- The Act provides for the unbundling of the Transmission Company of Nigeria to cease market and system operations in respect of the electricity sector, at a time to be determined by the NERC.
- Donation of regulatory authority over mini-grid operations, Independent Electricity Transmission Network Operations and Independent Electricity Distribution Network Operations, to the states as opposed to NERC as it previously existed.
- Provision of a new licensing regime which shall see the Nigerian Bulk Electricity Trader Plc (NBET) cease undertaking trading activities in the NESI.

Despite the notable and attractive provisions of the new Act, it is crucial to establish the importance of implementation mechanisms and respect for timelines in executing the provisions of the Act. In the absence of such implementation structures, the Act may struggle to achieve its objective of revamping the power sector.

13. OUTLOOK: NIGERIA

In recent years, the Nigerian economy has been severely affected by the fall in oil prices and oil production and this has resulted in significantly reduced fiscal revenue and export earnings. Security concerns across the country have also posed a threat to economic development. In recent months, the focus of the economy has been on reforms and initiatives in the non-oil sectors and the implementation of policies to ensure the ease of doing business. These reforms are expected to improve the country's economic performance and also promote foreign investment.

The Federal Government has taken steps to address the effects of the economic downturn including repealing the Companies and Allied Matters Act, Chapter C20 LFN 2004 and replacing same with the Companies and Allied Matters Act No. 3 of 2020 (as amended) (CAMA), in a bid to improve the investment climate in Nigeria. In addition, the Nigerian government has since then passed into law a series of Finance Acts, with the most recent being the Finance Act (FA) 2023, in its bid to continue tuning the tax regulatory framework for economic growth. The FA 2023 introduced the following:

(i) The Act increased the tertiary education tax from 2.5% to 3%.
(ii) Chargeable gains are now subject to capital losses deduction.
(iii) The Act also removed the investment allowance on the purchase of plant and machinery.
(iv) The Act also fosters structures to recognise the digital economy. For instance, the Act amends the Capital Gains Tax Act (CGTA) to include the disposal of digital assets.

Furthermore, the Federal Government signed into law the Business Facilitation Act, 2023. The Act seeks to foster ease of doing business in Nigeria in a bid to catalyse economic development and bring the country's corporate practices in line with global standards. Some notable provisions of the Act include:

(i) A company's board may now increase share capital if provided for in the company's Articles.
(ii) Reduction in the number of days to make returns on allotment of shares.
(iii) Limitation of pre-emptive rights only to private companies.
(iv) The insolvency threshold of N200,000 has now been amended, with the new amount to be set by the Corporate Affairs Commission.
(v) Electronic share certificates are now statutorily recognized.
(vi) The Act also introduced virtual meetings and electronic voting for public companies, subject to the company's Articles of Association.
(vii) More exemptions on circumstances when foreign companies may carry on business without registering in Nigeria.
(viii) Other efforts include the deregulation of fuel prices, fuel subsidy removal, floatation of the Naira, strengthening banking supervision as well as interventions in the foreign exchange market by the CBN to meet the foreign exchange demand by relevant end-users.

Based on her economic performance, Nigeria has experienced different movements in its credit rating assessment. On 11 November 2022, Fitch lowered its long-term credit rating on Nigeria to B- from B (with a stable outlook), also citing stagnant oil production and foreign currency liquidity pressures. On 3 November 2023, Fitch reaffirmed its long-term credit rating on Nigeria of B- (with a stable outlook). On 8 December 2023, Moody's upgraded its outlook on Nigeria from stable to positive, citing the new government's reform efforts and affirmed it Caa1 long-term foreign currency and local currency issuer ratings. S&P has also followed a similar route by affirming, on 2 February 2024, its B-/B long- and short-term foreign and local currency sovereign credit ratings in Nigeria citing the reforms implemented by the new government of Nigeria and the reliance of the Nigerian economy on the oil sector.

14. OUTLOOK: AFRICA

Africa has experienced turbulent years since the widespread 2020 pandemic, which affected the growth rate and projections for many countries on the continent. Following the implementation of numerous economic measures, the outlook for African economies is gradually improving. The IMF estimates that the growth rate will move by 3.4% from 2023 to 2024, with a promising 4% growth projection by 2025. Several countries have also initiated efforts in reducing their debt profiling and combatting inflation by issuing Eurobonds in the international markets, among other debt reduction measures.

Nonetheless, despite the efforts leveraged by many African economies, several countries still grapple with financing needs and balancing their growth rate with the economic requirements. These shortfalls continue to widen the borrowing costs, imposing debt repayment burdens on several economies. Consequently, the IMF reports that the cost of both domestic and external borrowing has continued the upward trend. In 2023, sub-Saharan African governments expended up to 12% of their revenues (excluding grants) to fulfill interest payment obligations, which is doubling the rate typically incurred a decade ago. This is coupled with volatile policies that continue to impede economic growth. The combined effect of these is that the economies are still vulnerable to global shocks in the international markets. A country such as Nigeria, with overreliance on crude oil, is significantly affected by international disruptions in oil prices. In addition, the inability to resolve major economic gaps each year leads to a carryover of losses, further making the economic recovery impacts almost ineffective on the economy.

On the other hand, some notable improvements have occurred in recent times. Inflation has geared down from 10% in November 2022 to about 6% in February 2024, according to the IMF. African countries have also continued to adopt various fiscal policies, as the median fiscal deficit narrowed to 4% of GDP in 2023, marking the lowest number since the turbulent pandemic year. The effect of this is a moderate stabilisation in the public debt ratios to about 60% of the GDP, representing further recovery post-pandemic.

The International Energy Agency ("IEA") in its 2023 World Energy Outlook establishes that Africa's energy problems are still largely connected to the impact of the Covid-19 pandemic, debt problems, energy crisis, and political instability. Accordingly, the number of people with access to clean energy or any form of electricity continues to decrease on the continent. Addressing the rising energy demand and energy investment goals will require investment of over US$200 billion per year from 2026 to 2030, marking the importance of concessional support in the African energy market.

Many economies in Africa are vulnerable largely due to the following reasons:

Firstly, the dependence of many of these countries on a single commodity for their exports and revenues renders them extremely vulnerable to market volatility. Although the largest share of commodity-dependent countries globally is in sub-Saharan Africa, oil and gas make up the majority share (over 60%) of total merchandise exports in a range of developing countries, including Cameroon, Chad, Congo, and Nigeria;

Secondly, many of these countries were in vulnerable positions already before the pandemic, and the pre-existing fragilities have made economic recovery more arduous, especially for lower middle-income countries, dependent on oil and gas for their revenues.

Dangote Cement Plc, being a Pan-African company with operations in Nigeria, Cameroon, Congo, Ethiopia, Ghana, Senegal, Sierra Leone, South Africa, Tanzania and Zambia, has witnessed growth across its business base in the continent despite the recent fall in commodity prices. Although Africa has long suffered from sluggish productivity growth and export diversification, countries such as Senegal have broadened their range of industries and products.

According to the World Bank, Cameroon's economy grew by 4.0 percent in 2023, up from 3.6 percent in 2022. However, poverty reduction remains slow, with 23.0 percent living below the international poverty line of $2.15 PPP per person per day.

According to the AfDB African Economic Outlook 2020, in the Republic of Congo, the country recorded a negative growth rate of – 6.27%, representing a sharp decline from the previous year. However, this grew to 1.02% in 2021, leaving the negative margin, and further expanding by 8.5% in 2022 on the strength of its mining sector, according to IMF. The country is expected to further record a notable growth rate in 2024, as AFDB estimates a 4.2% real GDP projection.

In Ethiopia, the economy grew by 6.1% in the 2019/2020 fiscal year, being the weakest expansion in the country since a contraction in 2002. This was mainly due to the adverse impact of the COVID-19 pandemic. The country has maintained a growth rate on an upward trend since the pandemic. Following the implementation of key fiscal measures, the country grew its economy by 7.2% in 2023 according to UNDP,and is estimated to maintain a decent growth rate.

For Ghana, according to Ghana's Statistical Service Rebased Quarterly GDP Bulletin (December 2020), Ghana's real GDP was estimated to have contracted by 1.1% in Q3 of 2020, compared to the preceding year, but when seasonally adjusted, real GDP increased to -0.3% in Q3 of 2020 from -0.8% recorded in Q2 of 2020. By the first quarter of 2023, the country's provisional real GDP was estimated to have increased by 4.2% in comparison to the same quarter in 2022, according to Ghana's Statistical Service Quarterly Gross Domestic Product Bulletin. A seasonal adjustment of the growth rate for the Q1 in 2023 puts the increase at 1.1%. Growth prospects remain positive, with increased output and stable global prices for Ghana's main export commodities.

According to the AfDB Africa Economic Outlook, 2020, in South Africa, due to the COVID-19 pandemic, growth contracted by nearly 8.0% in 2020, driven mainly by the impact of containment measures and a decline in investment, exports, and private consumption. Although this was partially offset by reduced imports, the output recovered modestly during 2021, as the country recorded a 4.7% GDP growth rate, representing a 10% increase from 2020. This, however, was met with a decline in the following year. According to South Africa's Statistical Release for 2022, the year's Q3 witnessed a 1.8% GDP growth, followed by a 1.3% decrease in Q4. The Country's GDP followed a similar pattern in 2023, as the real GDP contracted by 0.2% in the third quarter and rose only by 0.1% in the fourth quarter. Notwithstanding the foregoing, the country anticipates moderate GDP growth for 2024.

Tanzania has a markedly diversified economy, characterized by robust private consumption, substantial public spending, strong investment growth, and an upturn in exports underpinned the positive outlook. Tourism, mining, services, construction, agriculture, and manufacturing are notable sectors. The government in 2016 launched a five-year development programme to achieve full industrialization of the country by 2025. Nevertheless, in 2020, Tanzania's GDP growth rate was 1.99%, indicating a 3.81% decline from the previous year. This was largely due to the significant drop in the number of tourists visiting the country. However, the country recovered in 2021, as it recorded a 4.3% GDP growth by its fourth quarter. The economy has maintained a similar trajectory and is estimated to record a growth rate of over 5% in 2024 subject to favorable weather, prudent fiscal management, mitigation of financial sector vulnerabilities, and implementation of reforms to improve the business environment.

According to the World Bank, the COVID-19 pandemic exacerbated Zambia's macroeconomic vulnerabilities as the country, being Africa's second-largest copper producer, was adversely affected by the pandemic's effect on commodity markets (which saw copper prices fall by about 14% through May 2020). This negatively affected Zambia's economy and production in this sector. The supply chain breakdown in major trading partners such as China and South Africa also negatively affected domestic production and consumption. The Zambian Kwacha depreciated by 30% due to the pandemic, according to the World Bank, and increasing external debt servicing costs as well as domestic inflationary pressures further affected the economy of the copper-rich nation. Real GDP recovered to 4.6% growth in 2021 and 3.0% in 2022 after contracting 2.8% in 2020. The recovery was driven mainly by wholesale and retail trade, agriculture, and mining and quarrying. According to the Zambia Statistics Agency, GDP estimates for the third quarter of 2023 show that the economy grew by 5.1 percent from 7.5 percent in the third quarter of 2022. The AFDB has projected a 4.2% growth rate in 2024, underpinned by the continued recovery in mining, services, and manufacturing; higher global copper prices; and the market confidence associated with ongoing fiscal consolidation measures.

Non-resource-rich countries such as Cote d'Ivoire, Ethiopia and Senegal are expected to continue to grow at more than 6%, reflecting the price trends in agricultural produce and exports. Furthermore, conflicts and civil unrest in various African countries have stunted economic growth and adversely affected economic confidence. Conflicts and tensions in various African countries arising from acts by Boko Haram and Fulani Herdsmen clashes, amongst others, have from time to time resulted in political and social instability in these regions. Aside from violent clashes, over 200 non-violent demonstrations were recorded as of January 2023 in Africa, reflecting the rate at which social and economic issues persist on the continent.

Growth in the region is largely influenced by the performance of Angola, Nigeria and South Africa's economies. Progress and economic growth in the region require substantial and well-tailored reforms to improve institutions for private sector growth. Also, various reforms to be executed across the region must prioritize infrastructural development and capacity building to strengthen domestic resource mobilization. It is expected that privatization, if implemented, will spur capital injection which will help develop the region.

While the COVID-19 pandemic dealt a huge blow to many economies in Africa, governments have since implemented strategies to facilitate economic development. Although progress has been recorded across countries, the continent still faces numerous shortfalls. South Africa's GDP is estimated over $400 billion, with mining contributing 60% to the country's total exports in 2023's first half. Despite the country's growth in the mining sector, the gold industry is faced with sustainability challenges.

Despite Nigeria's implementation of different measures since after the pandemic, the economy continues to struggle for stabilisation. In 2024, the country currently witnesses a decline in oil production, its major economic driver. Coupled with this are FX challenges, which have widened the country's economic crisis. The resultant effect of these issues is inflation, which is expected to peak by mid-2024.

Concerning inflation, Egypt also faces a crisis in this regard, particularly heightened by the Russia-Ukraine conflict. Given that Egypt relies significantly on food imports from the battling nations, its economy has experienced some decline, as the country hit a 36.5% inflation record in 2023.

Regardless of the continent-wide challenges, the African Development Bank Group (AFDB) estimates an average GDP growth of 3.8% and 4.2% in 2024 and 2025 respectively, with the continent remaining second to Asia as a fast-growing region. According to AFDB, the countries estimated to witness impressive economic performance are Uganda (6%), Togo (6%), Tanzania (6.1%), Djibouti (6.2%), Benin Republic (6.4%), Ethiopia (6.7%), Cote d'Ivoire (6.8%), Rwanda (7.2%), Libya (7.9%), Senegal (8.2%), and Niger (11.2%).

Nonetheless, in further strengthening the continent's economy, more attention is required on inter-continental trade, particularly in respect to utilising opportunities abound in the African Continental Free Trade Area. Despite the continent-wide ratification of the instrument, it is yet to achieve its objective of fostering deep economic reforms and long-term trade liberalisation.

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INDUSTRY OVERVIEW

1. INTRODUCTION

Cement forms the foundation of modern infrastructure and plays a crucial role in the urbanisation of communities, hence, shaping civilisation. It can be regarded as a binding agent that holds together materials, such as sand and aggregates, which are mixed with water to form concrete.

The cement manufacturing process is an interaction of several interrelated activities involving the extraction, grinding, proportioning, and blending of raw materials, which are subsequently heated in a kiln and the final product, ground into fine powder.

Cement comes in varieties, each suited for specific (strength) use-cases. In construction, three key strength classes are defined based on the compressive strength they reach after 28 days under controlled conditions. These classes, designated 32.5, 42.5, and 52.5, represent the material's strength in megapascals ("Mpa") or newtons per square millimetre ("N/mm^2").

The 42.5 and 52.5-strength classes of cement have more clinker and less of the extenders, making them suitable for load-bearing structures, such as large buildings and bridges. The 32.5 strength class has less clinker and more extenders, making it suitable for application in low-rise buildings and mortar.

In a retail setting, the strength class will be clearly identified on a bag of cement, as illustrated in the image below:

In respect of delivery, suppliers adapt to project requirements and volume. Customers can choose from standard 50kg bags for smaller jobs, jumbo bags, offering 1.0 tonne for medium-sized projects, and bulk carriers exceeding 30 tonnes for large-scale projects.

2. GLOBAL CEMENT INDUSTRY

Cement is critical to development. From the transition to urban structures (from rural ones) to the advancement of civilisation, cement has been instrumental in catalysing the needed level of development, reinforcing its status as the revolutionary of the construction industry. The necessity of cement is demonstrated through the persistence of its global production, demand, and consumption.

TOP-10 CEMENT-PRODUCTION NATIONS, 2022

Rank	Country	2022 (Metric Tons 000')
1	China	2,100
2	India	370
3	Vietnam	120
4	United States	95

5	Turkey	85
6	Brazil	65
7	Indonesia	64
8	Russia	62
9	Iran	62
10	Saudi Arabia	54

Source: World Population Review

Currently, China produces the most cement globally. The country produced ~2,100,000 MT in 2022, a slight decline from 2021, where it produced ~2,400,000 metric tons (attributable to the Zero-Covid policy by the Chinese Government). India is next in line to China, producing ~370,000 MT of cement, higher than their 2021 production of ~350,000 metric tons. Vietnam is next on the list with 120,000 metric tons produced in 2022 compared to 110,000 MT produced in 2021.

In relation to consumption, countries experiencing rapid economic growth and significant infrastructure development typically have higher per capita cement consumption, reflecting the increased demand for building materials as new houses, roads, and other structures are constructed. Conversely, low per capita cement consumption suggests a nation in an earlier stage of development, where infrastructure and housing needs are not yet extensive.

According to J.P. Morgan's Global Cement Insights, 2023, global cement demand is expected to increase by 1% in 2024, driven by emerging markets. More specifically, North America is expected to see a flat growth whilst a consumption decline of c.2% and c.1% is anticipated for Western Europe and Eastern Europe respectively.

Demand within the Emerging Markets segment is expected to expand by 2% in 2024, with Latin America expected to witness a 2% growth, and with Africa, Middle East, and Asia (excluding China) to collectively embody the 2% expansion.

3. THE CEMENT MARKET IN SUB-SAHARAN AFRICA

The Sub-Saharan Africa's cement market reality has been dominated by population and economic growth (above world average) in the last decade, and this reality is expected to persist for the near to long term despite the post-pandemic economic slowdown witnessed in the region in recent times.

Cement is a crucial binding material used in construction and is, by implication, essential to the substantial infrastructure and housing investment needs of Sub-Saharan Africa. As of 2022, according to data published by Statista (2024), the population of Sub-Saharan Africa was estimated at over 1.2 billion people while the total population of the continent, according to the latest UN estimates (2024) is c.1.5 billion people. This is expected to grow to over 2.4 billion people by 2050.

Beyond significant population growth and economic expansion, the region has been characterised with an increasing urbanisation trend which has contributed to the uptrend in the demand for housing, commercial buildings, and infrastructure development. This surge subsequently translates to an increase in the demand for—and consumption of—cement. With favourable policies being crucial to the growth of the market, many governments within the region have prioritised housing schemes, rural-urban reconstruction projects, and other relevant infrastructural projects, which require substantial cement supplies.

According to the International Cement Review, GCR 14 (2022), the total average per capita cement consumption for Africa was 164kg compared to the world average of 549kg. Taking into account the estimates for population and economic growth as well as the regions infrastructure needs, it is evident that there is significant room for growth in the regional cement market, creating immense opportunities for growth and profitability for the industry player.

According to Expert Market Research (EMR, 2023), the Sub-Saharan Africa cement market size is projected to grow at a CAGR of 3.10% between 2024 and 2032. The market growth is driven by increasing urbanisation and infrastructural development and various favourable government policies. EMR, 2023 further highlighted the key trends driving this growth:

- Rising demand driven by urbanisation and infrastructure needs
- Supportive government policies, fueling growth
- Foreign investment boosts infrastructure and consumption

As population expansion, expanding urbanisation, infrastructure drive, and rising GDP continue to drive demand upward, it is anticipated that major players will continue to add capacity and replace aging and inefficient capacity on the supply side.

The Sub-Saharan Africa cement market is positioned to witness exponential growth with the growing rate of urbanisation and infrastructure development projects in the region, as well as the enactment of favourable government policies, promoting the construction industry and facilitating an environment for expansion. Being the regional and continental market leader, Dangote Cement (the "Company") is poised to exploit these growth opportunities, consolidating its position in the industry.

Dangote Cement stands atop Africa's cement manufacturing industry with a proven production capacity of circa 52 million metric tonnes per annum ("Mt/a"), with its operations in ten countries spread across the continent, including Nigeria, Tanzania, South Africa, Ethiopia, Cameroon, Congo, Senegal, Zambia, Ghana and Sierra Leone. The Company is headquartered in Nigeria which houses 67.8% of its total capacity.

4. KEY MARKETS IN SUB-SAHARAN AFRICA

4.1 NIGERIA

Nigeria's Cement Industry is the Sub-Saharan regional powerhouse. Nigeria remains the dominant market for cement in Sub-Saharan Africa, with a population exceeding 218 million (Worldometer, 2024), fueling demand. Its abundant limestone deposits near key consumption centers further solidify its position as a major producer.

Historically, Nigeria relied heavily on cement imports. However, significant investments in production capacity, particularly by Dangote Cement, has continued to transform the landscape, taking the Country from dependence to self-sufficiency. By 2017, Nigeria became a net exporter, marking a crucial shift in its cement industry.

Nigeria's cement industry has undergone a remarkable transformation, transitioning from an import-dependent market to a regional exporter. This shift is fueled by a large domestic market, abundant resources, and strategic investments by major market players. As Nigeria continues to develop, its cement industry is likely to play a crucial role in infrastructure development and regional trade.

4.1.1 CEMENT MANUFACTURING IN NIGERIA

Nigeria's cement industry has undergone a dramatic capacity surge in recent decades. Prior to 1981, the industry relied on just eight plants with a limited total capacity of 3.7Mt/a. However, this changed significantly in the early 2000s following the Backward Integration Policy by the government.

In 2002, the government developed and implemented the Backward Integration Policy (BIP) which proved to be a game-changer. The BIP aimed to stimulate domestic production by restricting bulk cement imports and was a follow-up policy to an earlier ban on bagged cement imports in 2001. These strategic initiatives incentivized significant investment in new capacity. Producers (existing and new entrants) constructed and/or expanded existing plants, leading to a surge in installed capacity.

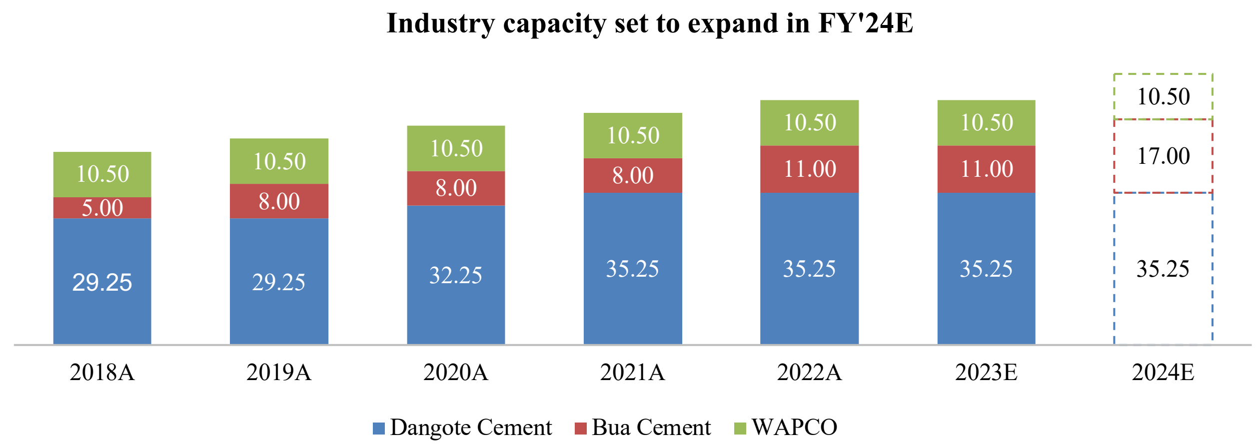
From a base of 3.67Mt/a in 2002, Nigeria's installed capacity reached an estimated 58.75Mt/a in 2024 (CardinalStone Research, 2024). This growth is attributed to major players like Dangote Cement, BUA Cement, and Lafarge Africa, who currently hold significant market shares:

- Dangote Cement: Maintains its leading position with an estimated capacity of 35.3Mt/a (around 60% of total capacity)
- BUA Cement: second largest share with an estimated capacity of 11Mt/a
- Lafarge Africa: Holds the third-largest share with an estimated capacity of 10.5Mt/a (around 18% of total capacity)

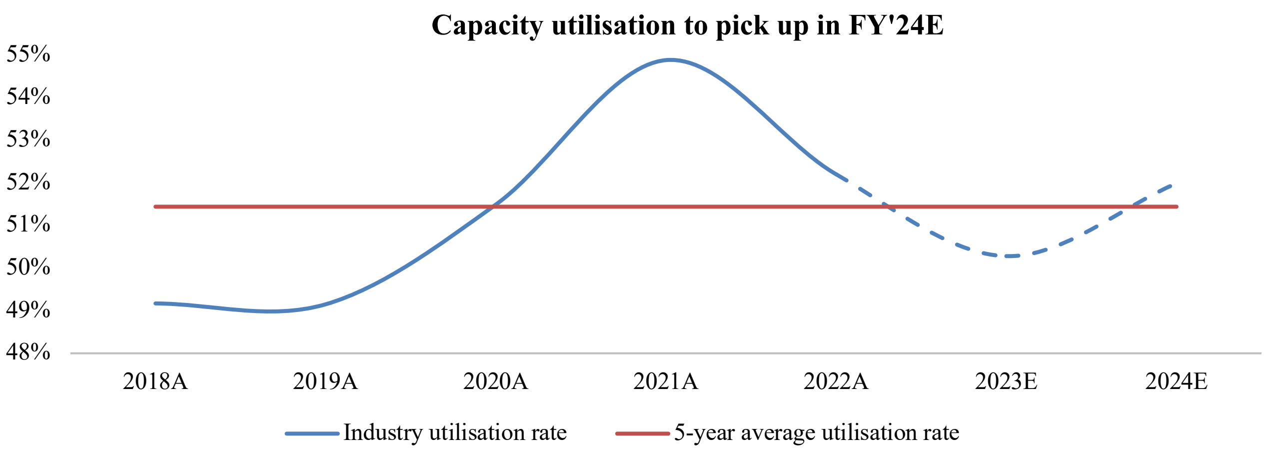
While the 2018 data suggests a capacity utilization rate of around 43%, industry reports indicate a potential rise in recent years due to increased infrastructure projects (CardinalStone Research, 2024). Additionally, BUA Cement, another major player, commissioned new plants in Q1 2024, further boosting the total installed capacity (BUA Cement, 2024).

The Nigerian cement market exhibits characteristics of an oligopoly, with Dangote Cement, Lafarge Africa and BUA Cement collectively holding ~99.9% of the market (Asoko Insight, 2024). The industry is however expecting a new player (Mangal Cement) in 2024, which is expected to add 3 million MTPA capacity.

NIGERIAN CEMENT INDUSTRY PRODUCTION CAPACITY (2018A – 2024E) (MT/A)



Source: Company Financials, CardinalStone Research, 2024



Source: Company Financials, CardinalStone Research, 2024

4.1.2 MARKET ATTRACTIVENESS

Nigeria's cement industry market attractiveness is emphasised, below:

- **Large and Growing Population**: With a population exceeding 218 million, and a burgeoning urbanisation rate (projected to reach 54.5% by 2025 – World Bank), Nigeria presents a substantial and growing demand for housing and infrastructure projects, requiring significant cement consumption.
- **Low Per Capita Consumption with Growth Potential**: While per capita cement consumption remains relatively low at around 130kg in 2023 (World Bank estimate), this figure is significantly below the global average (around 500kg) and presents significant room for future growth as development and construction activity increase.
- **Abundant Local Resources**: Nigeria boasts readily available limestone deposits situated close to major demand centres, minimising transportation costs and facilitating efficient production. Additionally, access to gas resources near production sites provides a crucial fuel source for the energy-intensive cement manufacturing process.
- **Government Infrastructure Focus**: The Nigerian government's continued commitment to infrastructure development through initiatives like the National Economic Sustainability Plan (NESP) bodes well for the cement industry. Increased infrastructure spending translates to higher demand for cement.
- **Strategic Location and Trade Benefits**: The ban on bulk cement imports, coupled with the absence of significant limestone resources in neighbouring West African countries, positions Nigeria as a potential regional exporter. Free movement of cement within the Economic Community of West African States (ECOWAS) and tax incentives for exports further enhance this advantage.

4.1.3 ABUNDANT RAW MATERIALS

Nigeria possesses a significant advantage when it comes to raw materials for cement production. Limestone, the primary ingredient, is found abundantly across various states, with major deposits in Ogun, Sokoto, Gombe, Benue, Kogi, Edo, Oyo, and Cross River. These deposits support the country's cement plants, with Ogun State being a notable production hub due to its limestone resources and proximity of major factories like Dangote Cement, Lafarge Africa, and PureCem. Reports indicate a substantial resource base (around 2.3 trillion Mt/a) with significant proven reserves (approximately 568 million Mt/a).

Nigeria also possesses a significant deposit of other essential raw materials used in cement production. Aiming to achieve self-sufficiency, cement plants are typically situated in these resource rich areas. However, despite the resource rich environment, Nigeria's Gypsum mining sector remains largely underdeveloped. Hence, the reliance on imported Gypsum for production activities.

4.1.4 NIGERIA CEMENT MARKET DRIVERS

Nigeria's cement industry benefits from a confluence of factors that fuel demand and support its ongoing development. Here's a breakdown of some key drivers:

- **Government Programs**: The government's Mass Housing Programme aims to deliver a significant number of homes annually. This program prioritizes using locally sourced materials like cement, potentially increasing demand.
- **Focus on Individual Builders**: Beyond large-scale projects, a substantial portion of Nigeria's cement consumption stems from small-scale construction and individual housebuilders. This trend is likely to continue.
- **Limited Clay Brick Industry**: The widespread use of cement for block making, due to the lack of a large-scale clay brick industry, further contributes to demand.
- **National Economic Sustainability Plan (NESP)**: The NESP prioritizes public works and road construction, representing a significant infrastructure investment. This translates to increased demand for cement in construction projects across the country.
- **Focus on Concrete Roads**: A growing recognition of concrete roads' advantages in terms of durability and lower maintenance over asphalt roads is emerging. This shift, if supported by the government, could lead to a significant increase in cement consumption for road projects. Industry players like Dangote Cement are actively promoting the use of concrete for roads.

4.1.5 OUTLOOK FOR NIGERIAN CEMENT CONSUMPTION

In light of the recent policies of the government aimed at promoting the construction sector of the economy by influencing the market prices of cement, demand for cement and other building materials, particularly by retail/individual housebuilders, is expected to expand in 2024.

Another critical demand and consumption driving factor for the Nigerian cement market is the need for infrastructure development within the Country. The Nigerian government has acknowledged the gross infrastructure deficit in the country and is committed to ensuring that the identified infrastructure needs of the country are met.

Increased execution of infrastructure development projects will ultimately translate to an increase in cement consumption over a sustained period (near to medium to long term, depending on the time frame and cement needs of the project)

4.2 SOUTH AFRICA

South Africa is Sub-Saharan Africa's largest and most advanced economy—underpinned by a wealth of natural resources and a diversified industrial base—but faces persistent structural constraints, such as high unemployment, skill deficits and power shortages. The entire South African cement and concrete industry is threatened by multiple challenges of economic decline, the crisis in the construction industry, cheap imports, and environment-related issues.

There have however been signs of a gradual recovery as the World Bank recently (in April 2024) reported that the South African economy rebounded in 2021 (although remaining below pre-pandemic levels), driven by a combination of factors, including the global commodity price boom, relaxation of COVID-19 restrictions, and government stimulus measures

4.2.1 MANUFACTURING

Local cement production capacity is estimated to be ~20 million tons, with production estimated at 12 million tons. The industry continues to face challenges with several aging production facilities, impacting efficiency and potentially requiring modernization or replacement.

4.2.2 OUTLOOK FOR CEMENT CONSUMPTION IN SOUTH-AFRICA

The projected economic slowdown in 2023 and 2024 (World Bank) could potentially dampen activities in the South African cement market, with the likelihood of demand dips in the short term, especially if construction activity weakens.

The South African cement industry faces plant closures and job losses due to an influx of ‘cheap’ cement imports. According to Chronux Research, cement imports to South Africa rose by nearly 20% in 2023, despite logistical challenges at ports. The firm's cement import monitor shows imported cement volumes increased 18% in 2023 to 979,000t, with a notable 43% y-o-y growth in the second half of the year.

Regardless of the slowdown, long-term factors like urbanization and government infrastructure plans could lead to a gradual increase in cement consumption:

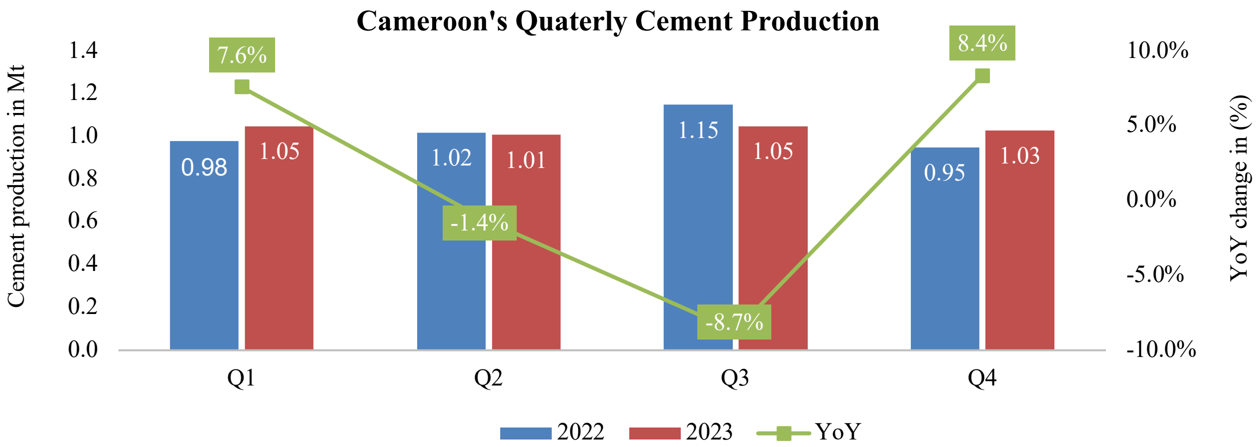
- Continued urbanisation trends create a sustained demand for housing and related infrastructure projects, requiring cement.
- Successful implementation of government infrastructure investment plans could also boost cement consumption by a significant margin in the medium to long term.

4.3 CAMEROON

Over the past three years, Cameroon's economy has exhibited resilient growth, projected to continue in 2024 with an expansion of c.4.3%, according to African Economic Outlook (“AEO”, 2023). This resilience can be attributed to factors like the gradual improvement in the international economic context, higher national gas production, and global commodity prices. A key driver of this growth has been the government's efforts to restart key economic initiatives such as infrastructure development/construction projects. These initiatives, in turn, have spurred activity in the cement market, with expectations of driving demand in the near term, likely due to increased developmental initiatives across various regions.

4.3.1 CEMENT INDUSTRY IN CAMEROON

Prior to 2016, Cameroon's cement industry relied heavily on imports, particularly bulk cement, due to perceived limitations in domestic limestone reserves. In an effort to stimulate local production and protect jobs, the government implemented a ban on bulk and bagged cement imports in 2016. This policy shift spurred significant growth in the domestic cement industry, leading producers like Cimenteries du Cameroon (Lafarge Holcim), Dangote Cement, and Mira Cement have expanded capacity, reaching 2.0Mt/a, 1.5Mt/a, and 2.0Mt/a respectively. Furthermore, it is estimated that the country's cement capacity totalled 7.20Mt/a in 2023 (Global Cement Report, 15th Edition, 2023), while the country's cement market reached ~ 4.0Mt/a (Macroeconomic Outlook – DCP AFS, 2023)



Market Dynamics:
Dangote Cement remains a dominant player, but recent news suggests potential changes. Media reports from April 2024 indicate the Atlantic Group, a subsidiary of the Société Internationale du Ciment (SIM), is nearing completion of a new 1Mt/a integrated cement plant in Kribi. This development, if confirmed, could alter market dynamics in the coming years.

The import ban has led to a focus on clinker grinding within Cameroon. Clinker, the key raw material for cement, is now imported from countries like Spain, Taiwan, and Nigeria to feed the local grinding plants. According to OEC (2023), in 2022, Cameroon exported $5.47M in Cement, making it the 98th largest exporter of Cement in the world. At the same year, Cement was the 25th most exported product in Cameroon. The main destination of Cement exports from Cameroon are: Central African Republic, France, and Turkey, and the fastest growing export markets for Cement of Cameroon between 2021 and 2022 were France and Turkey.

4.3.2 OUTLOOK FOR CEMENT CONSUMPTION IN CAMEROON

Cameroon's significant infrastructure needs, and ongoing government investment projects are expected to drive cement demand in the long term. The government's National Development Strategy (NDS 30) emphasizes infrastructure development, which could benefit the cement industry. Though there were difficulties with the government's previous social housing programs, fresh initiatives are now being undertaken. The Ministry of Housing and Urban Development recently announced intentions to build 10,000 social housing units nationwide in May 2024. If this project is successful, the demand for cement could rise dramatically.

Cameroon's cement industry has undergone a remarkable transformation, shifting from import dependence to domestic production. The industry is poised for further expansion, fuelled by infrastructure development, and renewed focus on social housing. The potential entry of a new major player and the import landscape for clinker are aspects to monitor for future developments. The ban on imported bulk cement will move the balance toward clinker grinding, with clinker coming from nations such as Spain, Taiwan, and Nigeria.

4.4 REPUBLIC OF CONGO

The Republic of Congo boasts abundant natural resources and recently discovered oilfields that hold promise for economic growth. However, diversification beyond resource dependence remains crucial to long-term economic stability, and the non-oil sector's expansion is an encouraging sign in this regard. Congo's projected economic expansion for 2024 is c.4.4%.

The cement market of the Republic of Congo is on the rise. Fuelled by economic growth and rising 86rbanization, the Country has witnessed a construction boom encompassing residential buildings, infrastructure projects, and public structures. This has significantly driven demand for cement in the country.

4.4.1 CEMENT INDUSTRY IN THE REPUBLIC OF CONGO

The Democratic Republic of Congo is the largest country in Sub-Saharan Africa. The Republic's cement industry, while historically small, has experienced significant growth in recent years. In 2017, and once again in 2023, the government of DRC banned new imports of cement into the country to support local cement production and to move the country away from its dependence on imports

Congo's cement market is expanding, boosted by a rebound in government-led infrastructure projects (Macroeconomic Outlook – DCP AFS, 2023). These include a new oil refinery, two general hospitals, ongoing hotel building, and road repairs in Pointe Noire and Brazzaville. Furthermore, an increase in demand from the local consumer sector is driving this expansion. Congo's overall cement market reached roughly 706Kt in 2023 and this growth trajectory is expected to be sustained in 2024.

Dangote Cement's 1.5Mt/a integrated plant in Mfila sold 807.7Kt (including exports) in 2023, a 42.7% increase from the 566.2Kt sold in the prior year. This growth is bolstered by robust demand for export sales of cement to the Democratic Republic of Congo (DRC) and Cameroon (Macroeconomic Outlook – DCP AFS, 2023).

4.5 ETHIOPIA

Ethiopia, boasting Sub-Saharan Africa's fastest-growing economy (World Bank, April 2024) and second-largest population, has witnessed a remarkable economic trajectory. Its economy expanded by 6.1% in 2023 and a growth of c.6.2% is projected for 2024 (Macroeconomic Outlook – DCP AFS, 2023). While initial double-digit growth slowed, the country has rebounded with steady expansion, fuelled by the government's ambitious "Growth and Transformation Plan II" (GTP II).

Central to the GTP II is large-scale public investment in infrastructure, particularly the power sector. The goal is to increase capacity tenfold to 20GW by 2022, including the completion of the colossal 6GW Grand Ethiopian Renaissance Dam. Additionally, the plan aims to significantly expand the national road network and improve rail links.

4.5.1 CEMENT INDUSTRY IN ETHIOPIA

Ethiopia's cement industry has grown rapidly to meet the country's construction boom. Zion Market Research (February 2024) forecasts the Ethiopian cement market to reach 14.5Mt/a by 2028, indicating sustained growth, and with the current surplus capacity, Ethiopia has the potential to become a major cement exporter in the region, supplying countries like South Sudan, Kenya, Uganda, Somalia, and Djibouti.

According to estimates by Dangote Cement, Ethiopia's cement market was worth 6.9Mt/a in 2023. The Company's Mugher 2.5Mt/a plant saw about 2.5Mt/a in sales, a 6.5% increase over the previous year. The increase in volume was brought about by better clinker output as well as a rise in both public and private infrastructure projects, which increased demand for cement.

A number of companies have announced plans to build new plants or expand their existing capacity in recent years. Notable deals include USD2.5bn plant by National Cement in Amhara state, and plans by Ethiopian investor Worku Ayetenew to build a USD1bn cement plant, also in Amhara, both announced in 2022. In June 2023, Chinese cement services operator, Sinoma, announced it had won the contract to build a USD290m clinker plant for Derba Midroc in Oromia. The Ethiopian firm is also planning a 2.74 Mt/a cement plant with China National Building Material.

4.6 GHANA

Ghana's economy has exhibited consistent growth in recent years, with an expansion of 4.2% projected for 2024 (World Bank, April 2024). The notable drivers of this growth include a number of factors such as the focus on developing the industrial sector as well as the implementation of government-led economic initiatives.

A crucial aspect of Ghana's development strategy is investment in infrastructure. This includes projects aimed at improving transportation networks, expanding access to electricity, and bolstering water infrastructure. These initiatives require significant quantities of cement, fuelling demand within the Ghanaian market.

In addition, Ghana is experiencing rapid urbanisation, with a growing population shifting towards cities. This trend has led to a surge in residential construction activity. The government has also implemented affordable housing initiatives to address the housing shortage. Consequently, demand for cement in the residential construction sector has risen steadily.

4.6.1 CEMENT INDUSTRY IN GHANA

Ghana's cement industry boasts a well-established presence with domestic production meeting a significant portion of the national demand.

- **Leading Market Players**: Ghacem is the nation's oldest and largest producer. Other major players include Diamond Cement (with plants in Aflao and Buipe); Dangote Cement, which operates a grinding and import facility in Tema; CIMAF Ghana; CBI Ghana; Wan Heng Ghana; Xin Ann Safe Cement; and Pozzolana Ghana.

- **Shifting Landscape**: In 2023, the Ghana Standards Authority (GSA) revoked the licenses of several smaller cement producers due to the use of substandard materials. This action aims to ensure higher quality standards within the industry.

4.6.2 OUTLOOK FOR CEMENT CONSUMPTION IN GHANA

Cement consumption in Ghana is on the rise, mirroring the growth of the construction sector. Looking ahead, the outlook for Ghana's cement industry appears positive:

- **Market Growth**: A report by Zion Market Research (February 2024) forecasts the Ghanaian cement market to reach 7.2Mt/a by 2028. This projected growth aligns with the anticipated rise in construction activity.
- **Regional Influence**: Ghana has the potential to become a cement exporter within West Africa, particularly with neighbouring countries experiencing infrastructure development and urbanisation.

Ghana's cement industry is a vital contributor to the nation's ongoing development. With a strong domestic market, government infrastructure investments, and a growing construction sector, the industry is poised for further expansion. Additionally, Ghana's strategic location presents opportunities for regional exports, solidifying its position as a key player in West Africa's construction industry.

Sales increased as a result of concerted efforts by Dangote Cement Ghana to enhance product availability and store footprints. In 2023, the Company's sales volume climbed by 19.7% to 316.3Kt, and in June, operations started up at the 0.45Mt/a grinding factory in Takoradi.

4.7 SENEGAL

Senegal is one of the fastest growing economies in West Africa, supported by the start of offshore oil and gas production. Senegal's economy expanded by an estimated 4.1% in 2023, with projections of an even greater growth in 2024 (projected at 8.8%). The world bank, more conservatively, projects an expansion by 4.2% in 2024.

The cement industry contributed significantly to the growth of the economy in 2023, creating a mirror effect for the economy and the sector. The Senegalese government has also played a vital role in driving economic growth through various initiatives. By resuming key economic projects previously put on hold, focused on infrastructure development, the ripple effect has been positive, impacting various sectors like construction.

The renewed focus on infrastructure projects by the government has created a significant demand for cement:

- **Increased Public Works Projects**: Investments in transportation infrastructure (roads, bridges) and social infrastructure (schools, hospitals) require substantial cement usage.
- **Private Sector Activity**: A growing economy often stimulates private sector investment in real estate development, further bolstering cement demand.

4.7.1 CEMENT INDUSTRY IN SENEGAL

Senegal has abundant limestone making it a regional production centre, serving both domestic and export markets, notably Mali. The major players in the Senegalese cement market include Dangote Cement, Ciments du Cameroun (Lafarge Holcim), and SOCIM Industries.

Dangote Cement, with a production capacity of 1.5Mt/a, holds a significant market share (Dangote Cement Senegal). Despite its abundance of limestone and its domestic production growth, Senegal still imports some cement, primarily from neighbouring countries like Algeria and Egypt. However, with the increasing capacity and potential for further domestic production growth, Senegal's export potential is expected to expand in the coming years.

4.7.2 OUTLOOK FOR CEMENT CONSUMPTION IN SENEGAL

As Senegal continues to experience a stable and growing economy, demand for infrastructure and construction activities is likely to grow. This, in turn, translates to a sustained demand for cement and a possibility of the expansion of the market.

The Senegalese economy and cement market exhibit a strong correlation. Government initiatives focused on infrastructure development have spurred economic growth and driven demand for cement. As Senegal's economy continues its upward trajectory, the cement market is well-positioned for further expansion, potentially evolving from an import-reliant market to a regional exporter.

4.8 SIERRA LEONE

Despite an history marked with adversity, Sierra Leone has demonstrated remarkable resilience and is on a path towards economic recovery. The World Bank projects a 4.7% GDP growth rate for 2024 (April 2024), signifying a positive economic outlook.

A key driver of Sierra Leone's economic revival is the focus on infrastructure development. The government is prioritising projects aimed at improving transportation networks, energy generation, and access to clean water. These initiatives require significant quantities of construction materials (Cement, etc.).

4.8.1 CEMENT INDUSTRY IN SIERRA LEONE

The cement industry in Sierra Leone is highly competitive, with several players competing for market share. The industry is characterized by a high level of competition, with no single firm having a significant market share. The industry is largely dominated by international players, with local players only accounting for a small share of the total market

Sierra Leone's cement market has been characterised by exponential growth, resulting from the surge in infrastructure development projects. The current demand for cement in Sierra Leone is estimated to be around 863.3Kt (Dangote Cement FY 2023 Results Statement). However, domestic production capacity hasn't yet caught up, necessitating cement imports. This clearly indicates room for growth for the key players in the Country's production industry.

The Country's cement market embodies a promising future. Some of the drivers of the forecasted growth are:

- **Continued Infrastructure Investment**: The government's focus on infrastructure development is likely to remain a key driver of cement demand for the foreseeable future.
- **Potential for Increased Domestic Production**: The entry of new players and capacity expansion by existing producers could reduce reliance on imports and potentially position Sierra Leone as a future exporter in the region.
- **Recovery in the Mining Sector**: A robust mining sector can further stimulate economic growth and indirectly benefit the cement market as mining operations require construction materials.

Sierra Leone's cement market plays a crucial role in the nation's reconstruction and economic growth. With ongoing infrastructure development, potential for increased domestic production, and a reviving mining sector, the future of Sierra Leone's cement industry appears promising. The industry is well-positioned to transition from import dependence to a more self-sufficient and potentially export-oriented market.

4.9 TANZANIA

With an average real GDP growth rate of 5.5% over 2012 - 2021, Tanzania is among the fastest-growing economies in Africa and the world. The Tanzanian economy is expected to grow by 6.1% in 2024 (Macroeconomic Outlook – DCP AFS 2023), building on an estimated economic expansion of 5.2% in 2023.

The main sectors of the Tanzanian economy in terms of their contribution to the GDP are construction which accounts for 16%, crops 14%, manufacturing 9%, wholesale and retail trade; repairs 9%, Transport 8%, Livestock 8%, and Mining and Quarrying 5%.

4.9.1 CEMENT INDUSTRY IN TANZANIA

The leading producers of cement in the Tanzanian market are Dangote Cement (3.0Mt/a), Tanzania Portland Cement Company (Twiga) (2.0Mt/a), and Tanga Cement (Simba) (1.5Mt/a). As of 2024, Tanzania's combined cement production capacity is estimated to be around 6.5Mt/a (Tanzania Investment Centre, 2024). The country's cement consumption is on an increasing trajectory, growing 6.2% between 2022 and 2023, met by cement supply which increased almost 20% between 2022 and 2023.

4.9.2 OUTLOOK FOR CEMENT CONSUMPTION IN TANZANIA

According to Dangote Cement Tanzania, sales volume from its Tanzania operation was 2.5% higher at 2.0Mt/a on the back of improvement in sales to Southern Highlands, Zanzibar and improved exports.

Furthermore, ongoing projects such as the Rufiji Dam; Mtwara Airport and roads rehabilitation; Dodoma roads construction; Tabora – Katavi power transmission project amongst others, are expected to drive cement demand in the near-medium term.

4.10 ZAMBIA

Zambia boasts abundant natural resources like copper, but economic diversification remains crucial for long-term stability. Despite prior slowdowns, the International Monetary Fund (IMF) forecasts a modest growth of 2.1% for 2024 (October 2023). Infrastructure development is a key area of focus, aiming to improve transportation networks and energy generation. This focus on infrastructure creates a significant demand for construction materials like cement.

Led by economic growth and government investment plans, Zambia has witnessed a surge in construction activity. This includes residential building projects, public infrastructure development, and commercial ventures. The rise in construction activity has significantly driven demand for cement in the country.

4.10.1 Cement Industry In Zambia

Zambia's cement industry has traditionally been dominated by a few major players, with recent developments altering the landscape. Chilanga, the largest domestic producer, operates plants in Chilanga and Ndola with a combined capacity exceeding 2.5Mt/a (Lafarge Zambia Plc website). Other established producers include Dangote Cement, with an installed capacity of 1.5Mt/a (located at Ndola) and the Chinese-owned Chambishi Cement.

4.10.2 Outlook For Cement Consumption In Zambia

Cement consumption in Zambia has risen in recent years, in relation to the following trends:

- **Infrastructure Projects**: Continued government investment in infrastructure development is expected to remain a key driver of cement demand.
- **Regional Exports**: Zambia's surplus capacity positions it well to become a regional cement exporter, especially if neighbouring countries experience infrastructure growth.

Zambia's cement industry is evolving alongside the nation's economic landscape. Increased demand due to construction activity and infrastructure projects is a positive sign for the industry. Policy changes regarding cement imports and the potential for regional exports are aspects to consider when evaluating the future of Zambia's cement market. While challenges exist, the industry holds promise for continued growth and regional influence.

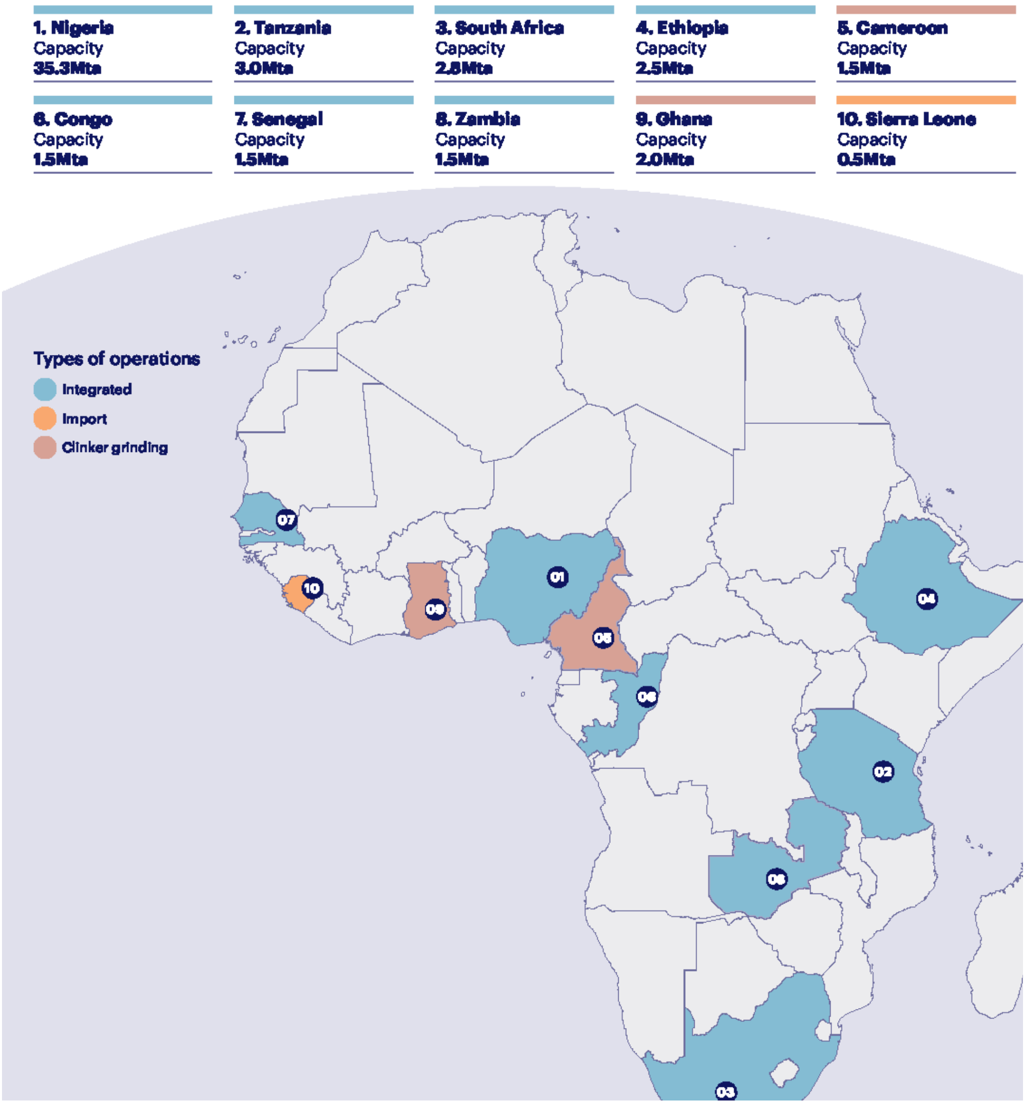
1. BUSINESS DESCRIPTION

Dangote Cement PLC was incorporated as a public limited liability company on 4th November 1992 as Obajana Cement PLC. The Company changed its name from Obajana Cement PLC to Dangote Cement PLC on 14th July 2010. The Company commenced operations in January 2007. The Company's shares were listed on the NGX on 26th October, 2010 following the merger with Benue Cement Company Plc, and in August 2015, it became one of the first three companies to be listed on the Premium Board of the NGX.

The Company operates a fully integrated "quarry-to-customer" business with capacity of approximately 52Mt/a across ten countries in the Sub-Saharan Africa as of 31 December 2023. The Company's business activities comprise manufacturing, sale and distribution of cement. The production activities of the Company in Nigeria are undertaken at plants at Obajana in Kogi State, Ibese in Ogun State, Gboko in Benue State and Okpella in Edo State. The Company has also expanded into nine (9) other African countries, with integrated factories, clinker grinding or import facilities in Cameroon, the Republic of Congo, Ethiopia, Ghana, Senegal, Sierra Leone, South Africa, Tanzania and Zambia.

2. OPERATING OVERVIEW

Dangote Cement has a production capacity of 52Mt/a across ten countries in Sub-Saharan Africa. The Company has integrated factories in seven countries, a clinker grinding plant in Cameroon and Ghana and import and distribution facilities for bulk cement in Sierra Leone. Together, these operations make Dangote Cement the largest cement producer in Sub-Saharan Africa. The Company's cement operations across Africa are detailed in the illustration below:



Source: DCP

3. PRODUCTS

The Company's primary business activity is the manufacturing and marketing of cement products. In Nigeria, Dangote Cement's main market, the Company mostly sells CEM II-al cement at 42.5R. This type of cement is stronger than 32.5-strength cements, which are suitable for low-rise buildings and other applications that do not require significant strength. The 42.5R cement is suitable for a wide range of applications including block-making, high-rise buildings, and some infrastructure. The Company also manufactures CEM I type cement at strength grade 52.5R for heavy load-bearing infrastructure such as bridges, dams and high-rise buildings. The Company's focus areas are higher efficiency in limestone, laterite and other minerals beneficiation, reducing emission levels (in terms of dust, noise and other forms of pollution) across its value chain, optimised limestone and other material mix, amongst others. The Company also makes CEM II 42.5N, which is general purpose cement that is used to produce all kinds of concrete products.

In 2018, the Company launched two new products into the Nigerian market: Falcon and BlocMaster. Falcon is a 32.5-grade cement that addresses needs at the lower end of the market, where strength is less of a requirement. As such, it is ideal for applications such as single-storey houses, walls, mortaring and driveways. BlocMaster is a premium 42.5R cement, setting rapidly to provide excellent early strength after one day, and superior strength after 28 days. It is ideal for block makers, enabling them to turn their moulds quicker than with other products.

In other African countries, Dangote Cement produces market-leading products suited to local needs and in strength classes as required. Dangote Cement has an increased range of product positioning it strongly to meet the growing and changing demand for building materials in Sub-Saharan Africa.

4. NIGERIAN OPERATIONS

Dangote Cement is the leading supplier of cement in Nigeria, operating a total of 35.3 Mt/a capacity as at 31 December 2023, at the following locations in Nigeria:

- **Obajana Plant**
  - 16.3Mt/a capacity.
  - Sited in Kogi state, south of and near to confluence of Niger and Benue.
  - Kilns can run on gas, coal, Petcoke and alternative fuels.
  - On-site gas turbine and diesel power plants supplying >150MW.
  - Own limestone quarries with more than 600Mt of limestone and other essential raw materials.

- **Ibese Plant**
  - 12Mt/a capacity across four 3.0Mt/a lines in Ogun State.
  - 2nd largest Dangote Cement plant in Africa.
  - Kilns can run on gas, coal, Petcoke and alternative fuels.
  - On-site gas turbine generators with diesel back-ups, >130MW.
  - Own quarries with more than 1,150Mt of limestone and other essential raw materials.

- **Gboko Plant**
  - 4Mt/a, Coal/LPFO-fueled plant in Benue State, with two production lines.
  - Located in Benue State.
  - Construction for the 30MW Coal power plant was completed beginning Q2 2024 and is currently being tested and in use.
  - Own quarries with 133Mt limestone and other essential raw materials.

- **Okpella Plant**
  - 3Mt/a plant.
  - Located in Edo State.
  - On-site power plant.

These locations, as well as key distribution depots, ensure that Dangote Cement is able to reach anywhere in Nigeria with its well-placed factories and depots, which are supported by its fleet of trucks. The Company also introduced "Depot Distribution Trucks" to aid distribution around depots and to customers.

5. DANGOTE CEMENT'S KEY LOCATIONS IN NIGERIA

In 2023, Dangote Cement sales in Nigeria was down by 8.1% to 16.4 Mt compared to the 17.8Mt in 2022. Market demand was down by about 6% from 28.8million tons in 2022 to 27.2million tons. The Nigerian market was also impacted negatively by the disruptions related to the 2023 election cycles and the increased cost of operations due to the removal of subsidies on petroleum products and the devaluation of the naira. Revenues for the Nigerian operations increased by 7.7% to ₦1,297.7 billion in 2023, due to the increase in the price of cement. For the period ended 30th March 2024, Dangote Cement achieved cement sales of 4.6Mt.

Commercial activity generally in the first and second quarters of 2023 were adversely affected by the build up to the general elections and followed by the removal of fuel subsidy and the devaluation of the naira, while tighter monetary policy, elevated inflation, amongst others, led to slows down in growth in the Nigerian cement market in the third quarter of 2023. Dangote Cement's business was impacted by increased cost of operation, which saw the Company record lower sales volumes in 2023 compared to the same period in the previous year. Notwithstanding the turbulent year and the impact of adverse market conditions on various jurisdictions, Dangote Cement's revenue for the first quarter through March 2024 increased by 101% to ₦817.35 billion.

The Company's marketing approach strategically ensures it meets the needs of its customers whilst ensuring it makes a positive impact on them and the entire society. The technical department implements after-sales services to educate consumers on using the different brands of the Company's products. This marketing effort enabled the Company to increase its profitability in 2023 despite the impact of naira depreciation and increased cost of operations.

6. PAN-AFRICAN OPERATIONS

Dangote Cement's Pan-African operations include integrated factories, clinker-grinding plants or import facilities in Cameroon, Congo, Ethiopia, Ghana, Senegal, Sierra Leone, South Africa, Tanzania and Zambia.

In 2021, 2022 and 2023, Dangote Cement's Pan-African operations achieved cement sales of 10.9Mt, 10.0Mt and 11.3Mt respectively. The increase in pan-African volumes were up by 12.7% to 11.3Mt from around 10Mt in 2022, on the back of improved sales, especially coming from Senegal, Congo, Zambia and Ghana. The total Pan-African volume represents over 41.2% of Group volumes. Pan-African revenues of ₦925.9 billion for 2023 more than doubled the ₦414.8 billion revenue generated in 2022.

In 2023, the Company's Pan-African operations increased following capacity maximisation in Ethiopia and Senegal and introduction of innovative strategies to drive revenue, manage costs, and protect margins, amidst elevated inflationary environment and currency depreciation. Furthermore, the Company's commitment to sustainability remained steadfast, with substantial investments in CSR projects, Alternative Fuel initiatives, the conversion of diesel trucks to dual-fuel CNG trucks, and reductions in $CO2$ emissions. Alternative fuel thermal substitution rate reached 9.7% in 2023, up from 4.3% in 2022, with over 455,000 tonnes of waste co-processed, representing a 184% increase. As at 31st December 2023, sales volume of cement and clinker from Pan-African operation increased by 12.7% compared to the same period as at 31st December 2022, whilst revenue for the same period increased by 123.2%.

From a macro-economic perspective, Sub-Saharan African region was hit by the twin shock of the rising cost of operations and currency depreciation in 2023. In 2023 all currencies in the Company's countries of operation, except the CFA franc depreciated. The Nigerian Naira depreciated– 51.6% against the Dollar, while the Zambian Kwacha depreciated – 29.7% against the Dollar.

6.1 CAMEROON

The cement sector in Cameroon has displayed remarkable resilience, due to the re-commencement of government initiatives. This has bolstered the economy's overall growth, with the industrial segment playing a pivotal role in GDP expansion. The resurgence of government construction projects has fuelled a thriving market. Sales volume at the Company's 1.5Mt/a clinker grinding facility in Douala was at 1.3Mt for 2023. The Company is close to full capacity in Cameroon.

6.2 REPUBLIC OF CONGO

Dangote Cement's 1.5Mt plant in Mfila, Congo, became the largest and most modern production facility in the country following its commissioning in September 2017. Given the ability to produce and distribute high-quality cement across the country, as well as to the neighbouring Democratic Republic of Congo, the Company expects a high potential for export sales from this plant. The plant uses coal for cement production and takes its power from the national grid.

Dangote Cement sold 807.7Kt of cement as at the 12 months period ended 31st December 2023, a 42.7% increase compared to the same period in 2022.

Key drivers for cement consumption include construction activities across the residential, commercial and infrastructure sectors and key cement demand centers in and around the capital, Brazzaville. Prior to

Dangote Cement's entry, the country had limited production capacity from sub-scale plants and demand for cement was mostly satisfied through importation.

6.3 ETHIOPIA

Dangote Cement's 2.5Mt cement plant in Mugher opened in May 2015 and has achieved a strong presence in the market, being just 90km from the capital, Addis Ababa, and linked by good road networks. The plant uses imported coal to fire its kilns and takes electrical power from Ethiopia's well-developed grid, thereby avoiding the need to import additional fuel for power generation.

As of December 31, 2023, the plant remained Ethiopia's largest and most modern cement plant, giving it significant advantages in a country where many producers are sub-scale and use outdated vertical kilns than cannot produce high-quality cement at low cost. In addition, Dangote has nearly 400 trucks for distribution of cement into key markets such as Addis Ababa.

Cement sales of 2.5Mt in 2023 were ahead of the 2.3Mt sold in 2022 representing 6.5% increase.

6.4 GHANA

The Company was the first foreign entrant into the Ghana cement market through its subsidiary, Greenview International Limited, and it consolidated the operations of Greenview International Limited into the Group's account for the first time in 2012. Dangote Cement has an import and distribution facility in Tema, Ghana, which can handle up to 1.5Mt of cement per year. In June 2023, the Company commissioned 0.45Mt grinding plant in Takoradi, further increasing capacity to 2.0Mt/a.

In 2023, Dangote Cement Ghana sold 316.3Kt of cement, an increase of 19.7% on sales volumes in 2022.

6.5 SENEGAL

Dangote Cement's 1.5Mt/a integrated factory in Pout, Senegal opened in December 2014 and immediately established itself as a major new entrant into a market dominated by two well-entrenched incumbents. This rapid success was achieved by selling superior 42.5-grade cement at a competitive price, which the construction industry urgently needed, as against the manufacturers' 32.5-grade cement.

By the end of 2021, Dangote Cement had achieved full capacity in Senegal, selling everything the Company produces in Senegal. The Company has an estimated market share of 12% of Senegal's cement market in 2022.

With rich and abundant limestone reserves of 300 million tonnes, Senegal is a long-term strategic resource, given the general lack of limestone along the coast of West Africa.

With a population of 16 million, Senegal has good prospects for economic growth. The country has all the raw materials to produce enough cement and export to other countries in the ECOWAS trading zone. Dangote Cement's investment is one of the biggest foreign direct investments by an African company in Senegal which is an indication of its strong belief in the future growth of its economy.

As of December 31, 2023, Dangote Cement achieved a total of 1.6Mt of cement sale (reflecting an increase by 54.3% as of the same date in the preceding year). The cement market in Senegal has benefitted from a relatively stable environment and the availability of limestone. The Company expects to increase export sales to markets in Mali following the gradual normalisation of the diplomatic relationship between Mali and its neighbours, and other neighbouring countries.

6.6 SIERRA LEONE

Dangote Cement's 0.7Mt/a import and distribution facility in Freetown, Sierra Leone, received its first shipment of bulk cement and began selling to customers in January 2017. In the first half of 2017, the operation made a steady start, selling 53,000 tonnes of cement, and sales are expected to increase as the year progresses and Dangote Cement increases market awareness and share.

Dangote Cement's sales volume for 2023 was 44.2Kt down from 126.2KT recorded in 2022. Sierra Leone is a small importer of cement at present, although the country has been experiencing good growth due to its developing mining industry and is investing in infrastructure to support resource extraction. With a population of 6.1million, per-capita consumption is low at 56kg, suggesting there is room for growth now following the country's recovery from the Ebola crisis.

6.7 SOUTH AFRICA

Dangote Cement's South African operation is locally known as Sephaku Cement. It is a joint venture in which Dangote Cement holds 64% and JSE-listed Sephaku Holdings holds the remainder.

The operation of the company is split between two facilities as follows: (i) near Lichtenburg, to the west of Johannesburg, is the Aganang integrated cement factory, complete with its own mines; (ii) to the west of Johannesburg, at Delmas, is a clinker-grinding station that is supplied with clinker from Aganang. Between them the two facilities have the capacity to produce 2.8Mt of cement a year. The Delmas grinding facility uses fly ash as an extender, rather than limestone, and the fly ash is supplied by the nearby Kendall power station. Both facilities opened in 2014 and quickly gained market share in a country where product and service levels were perceived by customers to have declined.

Dangote Cement South Africa increased revenues by 58.8% during the year 2023, as the Company's sales volume experience a year-on-year increase. This is as the Company continues to show resilience in an economy burdened with an energy crisis and power cuts that have pushed up operating cost and resulted in high inflation. The retail sector remains difficult due to high inflation exerting pressure on disposable income.

The Company increased thermal substitution of conventional coals with alternative fuel to hedge against rising energy cost. South Africa has the highest thermal substitution rate across the group of 41.8% for 2023.

6.8 TANZANIA

Cement sales in Tanzania have primarily been driven by growth in the housing sector and government spending on infrastructure, especially road projects, new railways and airports.

In February 2016, Tanzania's cement market was transformed by the entry of Dangote Cement's 3.0Mt/a factory in Mtwara, on the south coast of Tanzania.

As of December 31, 2023, the DCP had achieved 2.0Mt total market sales up by 2.5% compared to the same date in 2022, on the back of improvement in sales to Southern Highlands, Zanzibar and improved exports.

Ongoing projects such as the Rufiji Dam; Mtwara Airport and roads rehabilitation; Dodoma roads construction; Tabora – Katavi power transmission project amongst others, are expected to drive cement demand in the near-medium term.

6.9 ZAMBIA

Dangote Cement's 1.5Mt/a plant at Ndola is the country's largest factory, based in the Copperbelt region near the border with the Democratic Republic of Congo. The plant, which opened in 2015, has the advantage of being the country's most modern and efficient. The Company recorded approximately 788.9Kt total market sales for the period ended December 31, 2023, up by 20.6% compared to the same date in 2022.

7. GROWTH OPPORTUNITIES

The Company strengthened its market leadership in 2023 and strongly believes that its strategy will enable it to continue to grow and consolidate its strong position in Sub-Saharan Africa. According to the United Nations, the region's population will grow to more than two billion five hundred million people by 2050, with the urbanised population growing by 950 million over the same period. Providing housing, infrastructure and workplaces for them will be like building Europe and America afresh within Africa. The Company believes that it is adequately positioned to leverage such growth opportunities, through its existing operations and ongoing expansion projects. The Company's 6M/ta integrated plant in Itori, Ogun State, Nigeria is expected to be completed in 2026.

The Company employs an 'export-to-import' strategy which affords it to serve West and Central Africa from its Nigerian factories, exporting by sea; making the region cement-independent. Nigeria can serve a potential market of about 15 countries (approximately more than 350 million people). Nigeria also has a relative abundance of quality limestone, especially in key southern regions within proximity to demand centers and export facilities. The absence of limestone in numerous parts of West Africa, especially coastal states, causes countries in the regions to import bulk cement or its intermediate product, clinker, usually from Asia and Europe. The foregoing presents an economic advantage that the Company leverages on.

With the Commissioning of the Company's 0.45Mt/a plant in Ghana in 2023, the planned commissioning of the Company's 1.5Mt/a plant in Cote d'Ivoire in 2024, and the ongoing expansion of the Company's Itori Plant in Ogun State, Nigeria, the Company is poised to increase its clinker exports from both its Nigerian and Pan African operations, to above the 400% increase that was recorded from Nigeria in 2023. In addition, clinker export from Tanzania to neighboring countries and Indian Ocean customers is being explored actively. Some of the benefits of the strategy include:

a) Higher Capacity Utilisation in Nigerian operation: Increased production due to exports will increase capacity utilisation in the Nigerian operation and in turn reduce fixed costs per tonnes. This will ultimately translate into higher efficiency and additional earnings for the Nigerian operation.

b) ECOWAS and African Continental Free Trade Area benefits: This strategy will contribute to the improvement of intra-regional trade within the ECOWAS region. There is also the advantage of duty-free exports within ECOWAS. By the African Continental Free Trade Agreement (AfCFTA), governments commit to removing tariffs on 90% of goods produced within Africa. Thus, companies will be able to manufacture goods locally and transport them outside Nigeria, without having to pay any duty. By eliminating the erstwhile tariffs, the Company can reduce its cost price for production of cement and other goods in Nigeria, thereby making them even more competitive across markets.

c) Foreign Exchange: Foreign exchange revenue for the Nigerian operation will assist to offset foreign exchange risks.

d) Lower Clinker Cost for Pan-African Operation: Due to the proximity to Nigeria, as against Asia and Europe, clinker landing cost will be cheaper.

8. COMPETITIVE ADVANTAGES

Dangote Cement believes it has a number of competitive advantages when producing cement in Sub-Saharan Africa, which enables it to produce higher-quality products at lower costs, thereby generating superior returns. These include, but are not limited to:

- Its financial strength and size enable it to procure several plants at attractive prices and on attractive payment terms. The Company can also procure other goods, such as trucks, fuel, etc., on the same basis.

- Its plants are based on standard designs using the same equipment, and innovative construction and pre-fabrication techniques to reduce building costs. This improves the overall return on each plant.

- Its plants are larger than the global average size, which is about 1Mt/a, thereby generating significant economies of scale, particularly in the kilns, which require heat to create clinker from limestone.

- Many cement factories in Sub-Saharan Africa are old and use technologies such as vertical kilns or wet production processes, which are expensive, high maintenance and do not allow the creation of high-quality cement. Dangote Cement's plants use the most modern equipment, drawn from Europe and China, enabling them to produce the highest-quality cement at lower cost, given their superior efficiency and lower energy use per tonne of cement.

- Dangote Cement selects markets with attractive conditions including access to raw materials and low-cost fuel, potential for economic and population growth, favourable investment incentives, and fragmented and outdated competition.

- New factories are supplied by new quarries on the same site, meaning limestone extraction is optimised and less expensive, when compared to quarries operating for 10 to 30 years, as is typical of many competitors in the region.

- Recently completed projects such as the 0.45Mt/a grinding plant in Ghana, the 3Mt/a Okpella plant in Edo State as well as ongoing expansion projects such as the 3Mt/a grinding plant in Cote d'Ivoire and 6Mt/a integrated plant in Itori, Ogun State, will support the Company's long-term ambitious plan of making the African continent self-sufficient in cement and clinker production. The Company's overarching goal remains to be the partner of choice for those transforming Africa, while creating sustainable value for its stakeholders.

- Modern, energy-efficient plants reduce costs and improve product quality.

- Large size of plants enables significant economies of scale; at 16.3Mt/a, the Company's Obajana plant alone has more capacity than many African countries.

- High degree of automation

- Dangote Cement's cost optimisation initiative continues to focus on energy costs for the Company's plants and transport operations, as the Company's exposure to this cost head continued to rise largely driven by elevated inflation and FX cost globally. The Company has also initiated ambitious alternative fuel deployment programmes in Nigeria and across its Pan-African operations. This is evident in the Company's sustained investment drive on pneumatic/ mechanical feeder systems for alternative fuel materials. The Company co-processed 445.75 Ktonnes of alternative materials indicating incremental growth of 184% compared to the previous year. It also achieved 9.7% of thermal substitution for the year indicative of progress when benchmarked against a target of 25% by 2025 for the Company's plants Group-wide. Thermal substitution rate remains a critical key risk indicator for the business. Whilst the Company could not make the desired investment in Compressed

Natural Gas (CNG) in 2023 for its transport operations, it will be making these investments in 2024 and has gone far with engagements as it relates to technical and commercial reviews. The Company anticipates significant savings in cost following its decision to buy 100% CNG trucks for its inbound and outbound transport operations in 2024 and Commissioning of a CNG station in Tanzania and other alternative fuel projects across the Company's operations.

- The Company continues to operate a higher degree of business integration, which is suited to the challenges of doing business in Africa where power supply may be unreliable or non-existent, fuel supply may be disrupted, and third-party logistics may be unreliable or undeveloped.

- Dangote Cement has a strong focus on product quality and uses advanced quality control systems to ensure consistency and excellence in the quality of its products, which are of global standards. Its ability to make 42.5R and 42.5N cement is a significant advantage in markets where other producers can only produce 32.5-grade cement at a similar or even higher cost.

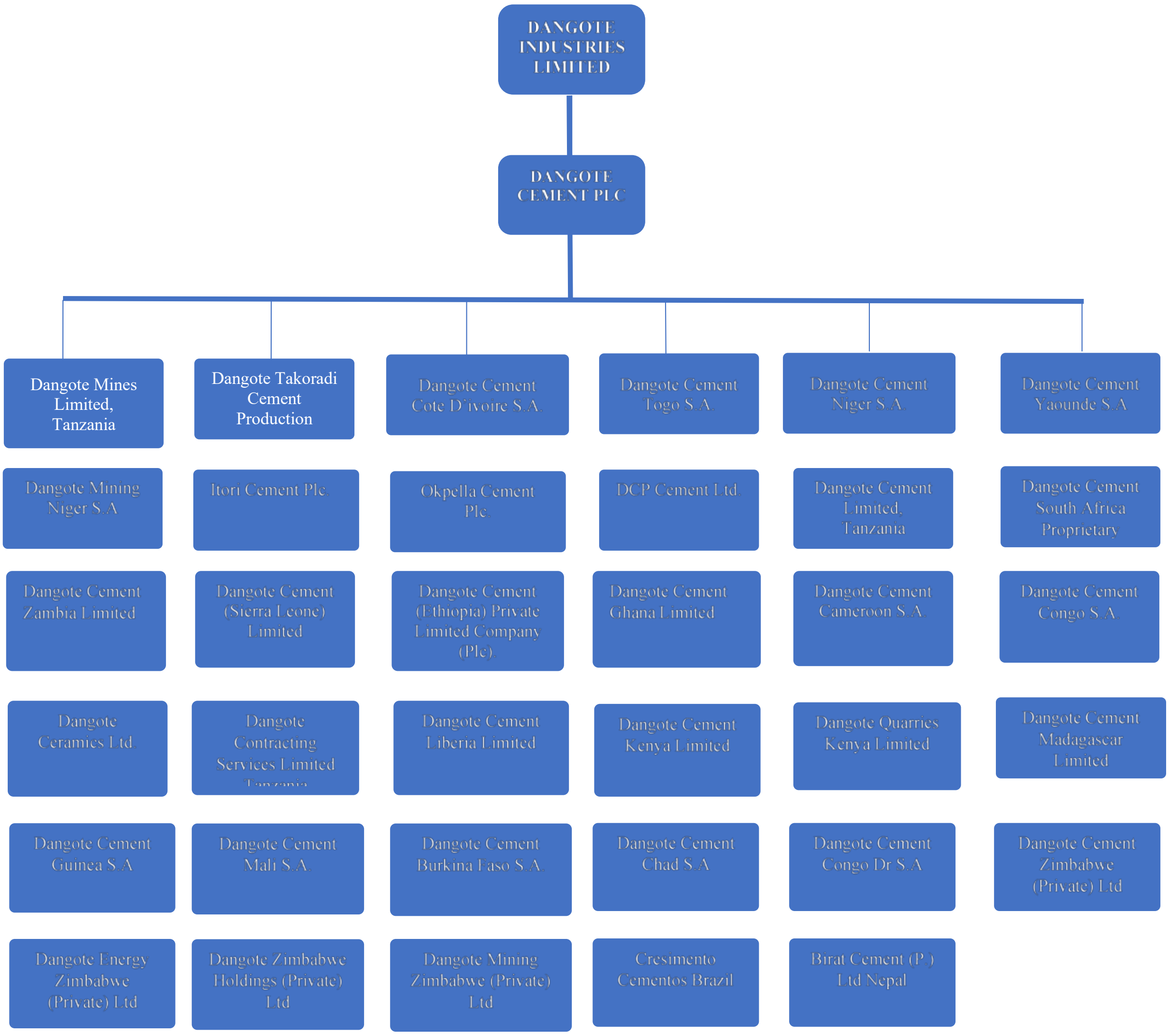
- Dangote Cement's large size enables it to significantly impact the pricing of cement in Nigeria, Sub-Saharan Africa's largest market for cement.

- Dangote Cement has distribution capabilities across Africa that are superior to many competitors, including a fully integrated quarry-to-customer distribution capabilities.

9. GROUP STRUCTURE

Dangote Cement PLC is a subsidiary of Dangote Industries Limited, one of the most-diversified business conglomerates in Africa. The Company has 4 (four) subsidiaries in Nigeria and more than thirty other subsidiaries in Africa and Asia.

DANGOTE CEMENT PLC – GROUP STRUCTURE



10. SUBSIDIARIES

The following are the Company's Nigerian subsidiaries:

10.1 NIGERIAN SUBSIDIARIES

Dangote Ceramics Limited

Dangote Ceramics Limited ("DCR") is a subsidiary of Dangote Cement and was incorporated in Nigeria on February 2011 with the objective of manufacturing ceramic products.

DCP Cement Limited

DCP Cement Limited ("DCL") is a subsidiary of Dangote Cement and was incorporated in Nigeria with the objective of undertaking cement production and manufacturing of other related materials.

Itori Cement Limited

Itori Cement Limited ("Itori") is a subsidiary of Dangote Cement. Itori was incorporated on 4th April 2016 with the objective of building and operating cement plants and related facilities/equipment.

Okpella Cement Limited

Okpella Cement Limited ("Okpella") is a subsidiary of Dangote Cement and was incorporated on 4th April 2016 with the objective of building and operating cement plants and related facilities/equipment.

10.2 OTHER SUBSIDIARIES

As of December 31, 2023, the following are the Company's other subsidiaries through which the Company currently undertakes its pan-African operations:

Direct subsidiaries	Principal activity	Place of incorporation and operation
Dangote Cement South Africa (Pty) Limited	Cement production	South Africa
Dangote Cement (Ethiopia) Plc	Cement production	Ethiopia
Dangote Cement Zambia Limited	Cement production	Zambia
Dangote Cement Senegal S.A	Cement production	Senegal
Dangote Cement Cameroon S.A	Cement Grinding	Cameroon
Dangote Cement Limited, Tanzania	Cement production	Tanzania
Dangote Cement Congo S.A	Cement production	Congo
Dangote Cement (Sierra Leone) Limited	Bagging and distribution of cement	Sierra Leone
Dangote Cement Cote d'Ivoire S.A	Cement Grinding	Cote d'Ivoire
Dangote Industries Gabon S.A	Cement Grinding	Gabon
Dangote Cement Ghana Limited	Bagging and distribution of cement	Ghana
Dangote Cement - Liberia Ltd.	Bagging and distribution of cement	Liberia
Dangote Cement Burkina Faso S.A	Selling and distribution of cement	Burkina Faso
Dangote Cement Chad S.A	Selling and distribution of cement	Chad
Dangote Cement Mali S.A	Selling and distribution of cement	Mali
Dangote Cement Niger SARL	Selling and distribution of cement	Niger
Dangote Industries Benin S.A	Selling and distribution of cement	Benin
Dangote Cement Togo S.A	Selling and distribution of cement	Togo
Dangote Cement Kenya Limited	Cement production	Kenya
Dangote Quarries Kenya Limited	Limestone mining	Kenya
Dangote Cement Madagascar Limited	Cement production	Madagascar
Dangote Quarries Mozambique Limitada	Cement production	Mozambique
Dangote Cement Nepal Pvt. Limited	Cement production	Nepal
Dangote Zimbabwe Holdings (Private) Limited	Investment holding	Zimbabwe
Dangote Cement Zimbabwe (Private) Limited	Cement production	Zimbabwe
Dangote Energy Zimbabwe (Private) Limited	Power production	Zimbabwe
Dangote Mining Zimbabwe (Private) Limited	Coal production	Zimbabwe
Dangote Cement Guinea SA	Cement production	Guinea
Cimenterie Obajana Sprl -D.R. Congo	Cement production	D.R. Congo
Dangote Takoradi Cement Production Limited	Cement Grinding	Ghana
Dangote Cement Yaounde	Cement Grinding	Cameroon
Dangote Cement CongoD.R. S.A	Cement production	D.R. Congo
Dangote Mines Limited, Tanzania	Cement production	Tanzania

Dangote Contracting Services Limited, Tanzania	Contracting Services	Tanzania
Dangote Mining Niger S.A	Limestone mining	Niger
Indirect subsidiaries		
Dangote Cement South Africa (Pty) Limited subsidiaries		
Sephaku Development (Pty) Ltd	Mining right holder	South Africa
Sephaku Delmas Properties (Pty) Ltd	Investment property	South Africa
Blue Waves Properties 198 (Pty) Ltd	Exploration	South Africa
Sephaku Enterprise Development (Pty) Ltd	Cement production	South Africa
Dangote Dwaalboom mining (Pty) Ltd	Investment property	South Africa
Benificial Ingenuity (Pty) Limited	Investment holding	South Africa
Benificial Ingenuity (Pty) Limited Subsidiary		
Sephaku Limestone and Exploration (Pty) Ltd	Exploration	South Africa
Dangote Cement Zambia Limited		
Dangote Quarries (Zambia) Limited	Limestone mining	Zambia
Dangote Fuels Zambia Limited	Selling and distribution of fuels	Zambia
Dangote Cement Nepal Pvt. Limited subsidiary		
Birat Cement Pvt. Limited	Cement production and distribution	Nepal

11. DIRECTORS PROFILES

Alhaji Aliko Dangote, GCON – Chairman
Appointed 4th November, 2002

Alhaji Aliko Dangote is the founder of the Dangote Group of Companies, over which he presides as President and Chief Executive. He has been the Chairman of Dangote Cement since its formation and is also the Chairman of other listed companies owned by Dangote Industries Limited.

He studied Business Studies at and graduated from the Al-Azhar University, Cairo. He also obtained Honorary Doctorate degrees from Coventry University in the United Kingdom and the University of Ibadan in Nigeria in 2016. He started business in 1978 by trading in commodities, before entering into full-scale manufacturing. He is well known for his philanthropic involvement in local and international initiatives to improve healthcare.

Mr. Arvind Pathak – Group Managing Director/Chief Executive Officer
Appointed 1st March, 2023

Arvind Pathak is an experienced business leader who worked as MD and CEO of Birla Corporation Ltd before his appointment to Dangote Cement Plc. Prior to this appointment, he was the Chief Operating Officer and Deputy Group Managing Director of Dangote Cement Plc until 2021. With over 37 years of experience in the cement industry, he has worked most of his tenure in turning around businesses, operations and maintenance of plants, as well as leading important greenfield projects. Mr. Arvind Pathak also worked at Reliance Cement as CEO from 2008 to 2015. He was previously the Regional CEO of Associated Cement Company Limited. He obtained a degree in Electrical Engineering in 1980 and a postgraduate degree in Industrial Engineering and Management in 1982. He has also been trained in several international management colleges and was a Fulbright scholar.

Mr. Abdu Dantata – Non-Executive Director
Appointed 22nd July, 2005

Mr. Abdu Dantata is the Executive Director in charge of Logistics and Distribution for Dangote Industries Limited. He is also the Chairman of Agad Nigeria Limited, a trading and transportation company operating throughout Nigeria. He is a fellow of the Nigerian Institute of Shipping. He obtained an Executive

Programme Certificate in Sales and Marketing from the Kellogg Senior Management School at Northwestern University, Chicago.

Mr. Devakumar V.G. Edwin – Non-Executive Director
Appointed 22nd July, 2005

Mr. Devakumar Edwin was previously the Chief Executive Officer of Dangote Cement, until he resigned as Group CEO on 31st January 2015. Following 14 years spent in industrial management in India, he joined Dangote Industries Limited in 1992 and has since held several managerial positions within the Group. He is a Chartered Engineer, holding Graduate and Master's degrees in Engineering from the Madras University, India and holds a Post-Graduate Diploma in Management from IITM, Holland, all obtained in 1978, 1980 and 1986 respectively.

Mr. Olakunle Alake – Non-Executive Director
Appointed 22nd July, 2005

Olakunle Alake was appointed to the Board of Dangote Cement Plc on 22nd July 2005. He is also the Vice President of Dangote Industries Limited. He was appointed to the Board of Dangote Industries Limited as Executive Director in 2001. He holds a bachelor's degree in Civil Engineering from Obafemi Awolowo University, lle-Ife and is a Fellow of the Institute of Chartered Accountants of Nigeria. He joined Dangote Industries Limited in 1990, after six years at PricewaterhouseCoopers. He has held several management positions in Dangote Industries Limited, including Financial Controller and Head of Strategic Services.

Mr. Emmanuel Ikazoboh – Independent Non-Executive Director
Appointed 30th January, 2014

Mr. Emmanuel Ikazoboh has more than 25 years' experience in senior management roles in Nigeria, Côte d'Ivoire, Cameroon and South Africa. He was the Managing Partner for Francophone offices in Cote d'Ivoire and Cameroon and later became the Managing Partner/ CEO of Deloitte West and Central Africa, until 2009. He obtained an MBA in Financial Management and Marketing from Manchester University Business School in 1979. He is a Certified Accountant in the United Kingdom and a fellow of the Chartered Association of Certified Accountants, Institute of Chartered Accountants of Nigeria.

He was appointed by the SEC as an interim Administrator, to carry out capital market reforms of The NGX and the CSCS. He serves on several Boards as Chairman or Non-Executive Director.

Mr. Ernest Ebi, MFR – Independent Non-Executive Director
Appointed 30th January, 2014

Mr. Ernest Ebi has over 40 years of banking experience from various leadership positions in Nigeria, including Chairman, UNIC Insurance PLC, Executive Director, Corporate Banking of African Continental Bank PLC and Deputy Managing Director and Chief Operating Officer of Diamond Bank Limited (prior to its re-registration as a public limited liability company). From June 1999 to October 2009, he was the Deputy Governor at the CBN, responsible for overseeing Nigeria's international economic relations, trade and exchange activities and the formulation of policies to manage Nigeria's external reserves. He holds a Bachelor's degree in Business Administration (BBA) in Marketing and an MBA both of which he obtained at Howard University, Washington DC in 1978 and 1979 respectively. In November 2016 he was appointed Chairman of Fidelity Bank PLC.

Mr. Douraid Zaghouani – Non-Executive Director
Appointed 29th April, 2015

Mr. Douraid Zaghouani is the Chief Operating Officer of the Investment Corporation of Dubai (ICD). In this role, he supports the Chief Executive Officer's Office in corporate strategy development and is responsible for the efficient operational management of the organisation with the aim of optimising business performance. Prior to joining ICD, he was with Xerox for more than twenty-five years. During his long and distinguished international business career he held a number of senior general management, sales and marketing roles in both Europe and North America. He has served as the Chairman of the Board of several Xerox companies and also sits on the Board of International Hotel Investments. He holds a Degree in Civil Engineering from Ecole Nationale des Travaux Publics de l'Etat in France in 1983 and obtained a certification as a Graduate in Business Administration from Ecole Superieure des Sciences Economiques et Commerciales Business School, Paris in 1985.

Mrs. Dorothy Udeme Ufot, SAN – Independent Non- Executive Director
Appointed 19th April, 2016

Mrs. Dorothy Ufot has more than 26 years' experience in commercial litigation at trial and appellate levels, having been admitted to the Nigerian Bar in 1989 and then admitted to the Inner Bar as a Senior Advocate of Nigeria (SAN) in April 2009. She also qualified as a Chartered Arbitrator at the Chartered Institute of Arbitrators, London, in 2003. She obtained Bachelor's Degrees in Political Science in 1983 and Law in 1988 from the University of Calabar, Nigeria and the University of Lagos respectively. She also obtained a Master's Degree in Law in 1996 and an Advanced Diploma in Commercial Law Practice from the University of Lagos in 1998.

She is an internationally recognised expert in commercial dispute arbitration, and was appointed member of the International Chamber of Commerce ("**ICC**")'s International Court of Arbitration, Paris, in 2006. She became one of eight Global Vice-Presidents of the ICC Commission on Arbitration, in 2014.

Mr. Viswanathan Shankar – Non-Executive Director
Appointed 10th December, 2017

Mr. Shankar is the Co-founder and Chief Executive Officer of Gateway Partners, a private equity firm focused on investing in the dynamic growth markets of Africa, the Middle East and Asia. He previously served as CEO – Europe, Middle East, Africa and Americas, and member of the global board of Standard Chartered Plc and prior to that, he served as Head of Investment Banking for Asia Pacific at Bank of America. His past appointments in non-executive roles include the boards of the Inland Revenue Authority Singapore; Enterprise Singapore; Majid Al Futtaim Holdings and Vice Chair of the Future of Banking Global Agenda Council of the World Economic Forum. Shankar is also currently a non-executive director of Gateway Delta Development Holdings, Mauritius and Fund for Export Development in Africa, Egypt. He was awarded the Public Service Medal by the government of Singapore in 2014.

Mr. Shankar obtained a bachelor's degree in physics from Loyola College, Madras in 1977 and a Masters' degree in Business Administration in 1979 from the Indian Institute of Management, Bangalore.

Mrs. Cherie Blair CBE, KC – Independent Non-Executive Director
Appointed 20th April, 2018

Mrs. Cherie Blair CBE, KC, is a leading international lawyer, arbitrator and mediator, a former judge and a committed campaigner for women's rights. She is the Founder of the Cherie Blair Foundation for Women, and the Founder and Chair of Omnia Strategy LLP, an international law firm. She is Chancellor of the Asian University for Women, Chancellor Emeritus of the Liverpool John Moores University and has served in this capacity since 2011. She is also the President of the Loomba Foundation, Honorary Vice President of Barnardo's and Patron of Scope, as well as a number of other charities. She was appointed as an Independent Director on the Board of Groupe Renault from 2015 to 2019. She was awarded a CBE in 2013 for services to women's issues and to charity in the UK and overseas.

She studied law at the London School of Economics and graduated with first class honours in 1975. She was called to the Bar of England and Wales in 1976; and was appointed Queen's Counsel in 1995.

Ms. Berlina Moroole – Non-Executive Director
Appointed 23rd July, 2020

Ms. Moroole is currently the Chief Risk Officer for Rand Mutual Assurance. Prior to joining Rand Mutual Assurance, she held several senior management roles at different companies, including Chief Internal Audit, Risk and Sustainability Officer of Motus Holding Limited, Group Chief Risk Officer, Group Executive for Group Internal Audit Services, Acting Group Executive for Human Capital at Liberty Holding Limited and a trustee member for Liberty Community Trust. She served as a Partner at Deloitte up till 2009.

She is an independent non-executive board member and member of the audit and risk committee for Emira Property Fund Limited, was previously an independent non-executive board member, chairperson for both the audit committee and social ethics committee and a member of the risk committee at Assupol Holding and Life; Advisory Audit Committee member for the United Nations Population Fund (UNFPA) and the Board member for the Legal Audit South Africa. Berlina obtained a Bachelor of Commerce Degree from University of North West in South Africa (previously known as University of Bophuthatswana) in 1994, Honours Bachelor of Accounting Science from University of South Africa in 2000 and Berlina Qualified as a Chartered Accountant (SA) in 2007. She is a member of the South African Institute of Chartered Accountants (SAICA) and The Institute of Directors in South Africa (IoDSA).

Ms. Halima Aliko-Dangote – Non-Executive Director
Appointed 26th February, 2022

Ms. Halima Aliko-Dangote served as Executive Director of Dangote Flour Mills, where she led the successful turnaround and recent sale of the business. Prior to then, she served as Executive Director of NASCON and continues to serve as a Non-Executive Director of NASCON. She is currently the Board President of The Africa Center (TAC) in New York, a Board member of Endeavour Nigeria and a member of the Women Corporate Directors (WCD). Ms. Dangote started off her career as an Analyst at KPMG and has over 13 years of professional experience, holds a bachelor's degree in Marketing from American Intercontinental University, London, and a Master of Business Administration from Webster Business School. She is a Trustee of the Aliko Dangote Foundation and is happily married with children.

Mr. Alvaro Poncioni Merian – Independent Non-Executive Director
Appointed 1st August, 2023

Mr. Alvaro Poncioni Mérian is the Founder & Managing Partner of EDNAM Capital. He was the Global Head of Building Materials at Morgan Stanley Investment Banking. During his nearly 20-year career, he was involved in most of the cement sector's reshaping M&A transactions. Alvaro has acted as trusted adviser to senior decision makers around the globe and has advised on completed M&A and capital markets transactions totalling more than US$110 billion. Alvaro attended "Classes Preparatoires" at Lycee Chateaubriand, holds an MSc. In Management & Finance from HEC Paris and M.A. in Public Affairs & International Relations from Sciences-Po Paris. He is a "Concours General des Lycées" laureate. A Brazilian born French citizen, Alvaro was educated in Brazil, Argentina, France and Portugal. He is passionate about mountaineering, history and literature. He is a member of the Royal Philatelic Society. He speaks French, Spanish, Portuguese and English.

12. EXECUTIVE MANAGEMENT

Mr. Arvind Pathak – Group Managing Director/Chief Executive Officer

Please see profile above.

Dr. Gbenga Fapohunda – Acting Group Chief Financial Officer

Dr Gbenga Fapohunda was appointed Acting Group Chief Finance Officer of DCP on 1 July 2022. He is a multiskilled finance professional with over 22 years experience in Financial Advisory; Risk Management; Treasury Management; Investment Management, Strategy Development, and Implementation; Corporate Governance; Corporate Finance, Internal Audit & Controls; Accounting; Auditing; and Financial Control. He joined DCP as the Regional Chief Finance Officer (CFO) in Nigeria, effective March 1, 2021. Before this, he was the Executive Finance Director (for West Africa) at Japan Tobacco International (JTI), where he was on the Board. He joined JTI from United Parcel Service (UPS), where he was the Chief Finance Officer (CFO). Prior to UPS, he was the CFO and a board member at British American Tobacco (BAT) Ghana, where he oversaw 12 countries in Africa. Earlier in his career, he was a Manager within the Financial advisory team at PricewaterhouseCoopers (PwC) and worked at KPMG Professional Services within the Assurance Team. He holds an MBA in Finance from London Business School – UK (Full merit-based scholarship) and a Doctorate from Rome Business School (Europe). Gbenga is a Fellow Member of the Institute of Chartered Accountants of Nigeria; An Associate Member of the Chartered Institute of Taxation.

Dr. Adenike Fajemirokun – Group Chief Risk Officer

Dr Adenike Fajemirokun is the Group's Chief Risk Officer, leading the Risk Management functions for the Group and overseeing the Company's governance model and Enterprise Risk Programme. She is a renowned Risk Management & Insurance specialist with over 21 years of diverse experience in developing and implementing Risk Management strategies in Financial, Engineering, Manufacturing and other Industries. She served in top management roles at Deutsche Bank AG, UK and was Director of the Management Group for leverage finance at the Corporate and Investment Bank. Dr. Fajemirokun holds a B.Eng. in Civil, Structural and Fire Engineering and a PhD in Risk Informed Engineering, both from the University of Manchester. A Fellow of the Engineering and Physical Sciences Research Council (EPSRC), and Specialist member (SIRM) of the Global Institute of Risk Management.

Mr. Edward Irekpita Imoedemhe – General Counsel & Acting Company Secretary

Edward Imoedemhe is the Acting Company Secretary/ General Counsel of Dangote Cement Plc. He was the Deputy Company Secretary/Legal Adviser of Dangote Cement Plc (DCP), a position he held from June 29, 2018, until his appointment on November 21, 2022. He has a master's degree in Maritime and Commercial Law. He is a Chartered Secretary, Chartered Arbitrator, and member of the Society of Corporate Governance. His over 25 years of experience spans the manufacturing, telecommunications, oil & gas and shipping industries, covering company secretarial practice, governance and corporate affairs administration, dispute resolutions, international commercial transactions and legal advisory to company management and the boards.

Gloria Byamugisha – Group Chief Human Resource Officer

Gloria Byamugisha is the Group Chief Human Resource Officer with over 20 years' experience in Human Resources, of which 15 were in C-suit roles. She has held several Director roles in leading organisations and her experience spans across different sectors: Public, Telecommunications, Banking and Manufacturing in different geographies. She holds an undergraduate degree in Business Administration & Management from Uganda Martyrs University. She has a Post Graduate Diploma in Human Resources from the University of Bedfordshire and an MBA in Finance & Management from the University of Westminster with Strategic Business Analysis at the London Business School. She is a certified trainer of the Extraordinary Leader Program by Louis Allen.

Dr. Igazeuma Okoroba – Head of Sustainability

Igazeuma Okoroba is the Head of Sustainability at Dangote Cement Plc. She is a sociologist and experienced sustainability leader with experience which spans diverse sectors, including manufacturing, energy, telecommunications, media, and civil society. She has a master's degree in sustainable development from the University of Exeter, UK, and a PhD in development sociology from the University of Port Harcourt, Nigeria. Driving business ethics and compliance is central to her role as a corporate governance leader. She manages the integration of environmental, social and governance (ESG) factors in Dangote Cement's operational locations in Nigeria and pan-Africa. Igazeuma represents the African region on the Global Sustainability Standards Board (GSSB) of the Global Reporting Initiative (GRI) as a sustainability thought leader. She serves as a member of Nigeria's Awareness Readiness Working Group of the International Sustainability Standards Board (ISSB) of the IFRS and supports other multi-stakeholder African initiatives for advancing sustainable business practices. Igazeuma is also a published author and researcher. She sits on the board of non-governmental organisations where she advocates for active citizenship, diversity and inclusion for development.

Mr. Jonathan Ogiku – Group Chief Internal Auditor

Jonathan Ogiku is the Group Chief Internal Auditor for Dangote Cement. He holds a master's degree (Executive MBA) from Lagos Business School, Pan Atlantic University and is a Fellow of the Institute of Chartered Accountants of Nigeria. Mr. Ogiku started his career with the British American Tobacco (BAT) Company Plc, as a management trainee in 1989 and held various senior roles as Operations Finance Manager, Treasurer and Head of Audit. During these years he had extensive international trainings in the UK in diverse areas in finance, internal audit, investigations, corporate security management and risk management. Jonathan's professional experience combines a deep understanding of manufacturing operations, cultural sensitivity and a commercial approach to business. He is a regular paper presenter at the ICAN MCPE & CPE programmes and a member of the Board of Directors of the Institute of Internal Auditors, Nigeria. Jonathan joined Dangote Cement Group from BAT as General Manager, Internal Audit responsible for Nigerian Operations. He was promoted to Senior General Manager, Group Head Internal Audit and Group Chief Internal Auditor over the years. He is currently leading various business improvement and transformation projects to transform Dangote Cement internal audit department to a world class internal audit function.

Mr. Kashinath Bhairappa – Director of Projects

Mr. Kashinath Bhairappa joined Dangote Cement in February 2001 as a General Manager and was subsequently elevated to Deputy Director of Projects, responsible for looking after Dangote Cement's projects. He previously worked with different cement manufacturers in India, including BK Birla Group (Cement), Ambuja Cements and Grasim Industries Limited at different levels in project management and execution. He obtained a Bachelor's Degree in Mechanical Engineering from Karnataka University, Karnataka State in 1973.

Mr. Knut Ulvmoen, MFR – Supply Chain Director

Mr. Knut Ulvmoen joined Dangote Industries Limited in 1996 as Finance Director. He previously had extensive finance experience in companies including Revisor-Centret, Norcem, Bulkcem and Scancem. As Group Managing Director of Dangote Group, from 2002 to 2007, he was instrumental in Dangote Cement's transition from importing cement to becoming Nigeria's leading manufacturer. As part of this expansion, he was a key figure in the acquisition of Benue Cement Company and in the development of plans to build the Obajana Cement factory in Kogi State. In addition to his work in cement, he was also involved in the development of Dangote Industries Limited's flour and sugar operations. He holds a Master's in Business Administration from the Norwegian School of Economics, Oslo, which he obtained in 1970.

Mr. Onyekachukwu Oliver Obu – Group Financial Controller

Mr. Oliver Obu joined Dangote Industries Limited as a management trainee in January 2012, specialising in finance. After substantial in-house training he was subsequently assigned to Dangote Cement in January 2015 as the Head of Internal Reporting & Planning. He is a key member of the Company's finance team, shaping its internal reporting & planning framework and working on the development of financial models for numerous projects embarked upon by the Group. In addition, he plays a key role in corporate finance activities in Dangote Cement. Oliver holds a Bachelor's Degree in Economics and Statistics from the University of Benin and an MBA from the Lagos Business School, Nigeria. He is member of the Association of Chartered Certified Accountants (ACCA), United Kingdom.

Mr. Rajesh Kumar Kothari – Director of Operations, Pan-Africa

Rajesh joined Dangote Cements as the Director Operations (Pan Africa) in October 2019. He is a competent technical professional with 39 years of wide and varied experience in cement manufacturing process right from "quarry" to "lorry" specially, green and brownfield projects as well as plant maintenance. Rajesh has played a significant role in technical, production and maintenance while working in companies like Shree Digvijay Cement Co. Ltd for 20 years, Saurashtra Chemicals Limited for two years and Ambuja Cements Limited – a flag ship company of Lafarge Holcim for 18 years. He is a qualified Mechanical Engineer B.E. (Mechanical) from Sardar Patel University, W Nagar, Gujarat, India in 1978.

Mr. Rabiu Umar – Group Sales and Marketing Director

Rabiu Abdullahi Umar joined DCP as Group Sales and Marketing Director, with over 20 years' experience in senior and executive functions within the downstream Petroleum and Cement manufacturing sectors, with a focus on transformational leadership. Rabiu started his career in Oando PLC, and rapidly rose to hold different management roles within the marketing business and led the Sales and Marketing Transformation plan successfully. In 2014, he moved to Lafarge Africa as the Energy and Power Director, and subsequently managed Strategy and Business Development portfolios for West Africa, where he also led the development and execution of critical projects within Nigeria, Ghana and Cameroon. In 2016, he became the Managing Director/ Chief Executive Officer of Ashaka Cement PLC and spearheaded the turnaround of the business, until his departure in 2019 to join Dangote Industries Ltd., as Group Chief Commercial Officer. A graduate of accounting from Bayero University Kano and an alumnus of Harvard Business School, he is also a member of the Institute of Directors.

Alhaji Sada Ladan-Baki – Head, International Trade/Export

Alhaji Sada Ladan-Baki is a graduate of Economics from Ahmadu Bello University, Zaria, Nigeria. He holds a master's degree in Business Administration. He has about 30 years of experience in public service and fund administration. In 1991, Alhaji Ladan-Baki was appointed the General Manager of NASCON and in 1994 he rose to the position of Managing Director. He joined the Dangote Group as Executive Director in charge of Logistics and Distribution in 1998. He then took over the responsibility for the Foods Division with the factories producing sugar, flour, semolina, spaghetti, and salt. In 2002, he became the Executive Director, Sales, and Marketing, Salt and Pasta. He sits on the board of several companies and belongs to many professional associations including the Institute of Logistics and Distribution (Chartered Fellow), Institute of Directors (Chartered Fellow) and the Nigerian Institute of Marketing (Chartered Member.

Mr. Satya Prakash – Group Head, Health, Safety and Environment

Satya joined Dangote Cement in 2016 as Group Head, Health, Safety & Environment. He is a qualified mining engineer with first class honours. He has over 30 years' experience in HSE and quarrying operations. He was the Health & Safety Operation Head at ACC Ltd, Holcim and LH Group. Satya brings rich operational experience in cement with excellent knowledge on Safety. He has undergone international training on safety leadership and played an important role in setting OH&S in Dangote Cement. He has certifications in IOSH, NEBOSH IGC & OTHM Level. He is currently the Group Head OHS&E (CGM) Nigeria and PAN Africa.

Temilade Aduroja – Head of Investor Relations

Temilade is an experienced debt and equity capital market professional with expertise in SSA Oil & Gas and Infrastructure sectors. She has 15 years of finance experience with a demonstrated history of working in the investment banking industry.

Temilade was appointed Head of Investor Relations in February 2020. Temilade is skilled in Capital Markets, Portfolio Management, Corporate Finance, Investments and Investor Roadshows. She has vast proficiencies in raising and structuring equity and debt capital across Africa. She has worked at Standard Chartered Bank, Price Waterhouse Coopers, and Renaissance Capital. She joined DCP from Standard Bank Group, where she was the Senior Africa Infrastructure and Oil & Gas Equity analyst. She has a first degree in Physics and Computer Science and holds an MBA in Finance from London Business School.

Mr. Wakeel Olayiwola – Head of Social Performance

Wakeel Olayiwola joined DCP as Group Head, Social Performance in November 2022. He is a professional social performance practitioner with varied experience managing stakeholder engagement, social investment and social impact management in the oil and gas sector. During his extensive career, Wakeel worked with the Shell Petroleum Development Company where he held various management positions including, Social Performance Lead for Major Projects, Community Interface Co-Ordinator, Head Community Relations Planning and Strategy and was appointed as the External Relations Manager, Western Operations. With almost 3 decades of experience, Wakeel holds a master's degree in Public Administration from the University of Benin and a degree in Agriculture from the Obafemi Awolowo University. He is a Fellow of Institute of Agricultural Management of Nigeria (FIAMN) and a member of the Nigerian Institute of Public Relations (NIPR) among others.

13. MEMBERS OF THE STATUTORY AND BOARD AUDIT COMMITTEES

Statutory Audit Committee Members	**Mr. Robert Ade Odiachi (Chairman)** Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos **Mr. Nicholas Nyamali** Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos **Mr. Sheriff M. Yussuf** Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos **Mr. Olakunle Alake** Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos **Mr. Ernest Ebi, MFR** Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos
Board Audit, Compliance and Risk Management Committee Members	**Ernest Ebi, MFR (Chairman)** Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos **Dorothy Udeme-Ufot, SAN (Member)** Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos

Emmanuel Ikazoboh (Member)
Address: Union Marble House, 1, Alfred Rewane Road,
Falomo, Ikoyi, Lagos

Cherie Blair CBE, KC (Member)
Address: Union Marble House, 1, Alfred Rewane Road, Falomo, Ikoyi, Lagos

1. Overview

As the highest capitalized company in Nigeria and one of only eight companies to be listed on the premium board of the NGX, the Company is committed to implementing a high standard of corporate governance through structures, policies and processes that are consistent with global best practices and which ensure that the Company complies with all relevant laws and regulations in Nigeria and the other countries in which the Company operates. This practice is in consonance with our belief that good corporate governance is directly aligned to the achievement of business objectives, maintaining the confidence of investors and a means of sustaining viability of the business in the long term.

BOARD COMPOSITION

The Board serves as the ultimate decision-making body of the Company, except for those matters reserved to or shared with the Shareholders. The role and responsibilities of the Board of the Company are contained in the Board's charter. The Board's charter also sets out guidelines on Board composition, meeting procedures and management of the Board's affairs. The Company has also put in place the following policies:

(i) Anti-Bribery and Corruption Policy;
(ii) Board Appointment Policy;
(iii) Board Development Policy;
(iv) Board Evaluation Policy;
(v) Board Remuneration Policy;
(vi) Board Tenure Policy;
(vii) Communication Governance Policy;
(viii) Complaints Management Policy;
(ix) Conflict of Interest and Related Party Transaction Policy;
(x) Executive Management Remuneration Framework;
(xi) Dangote Safety Golden Rules;
(xii) Directors' Code of Conduct Policy
(xiii) Group HSSE Standards: Incident Reporting and Investigation, Performance Reporting and Risk Management;
(xiv) Insider Trading Policy;
(xv) Succession Planning Policy;
(xvi) Whistleblowing Policy;
(xvii) Sustainability Policy;
(xviii) Climate Change Policy;
(xix) Diversity, Equality & Inclusion Policy;
(xx) Human Right Policy
(xxi) Group Executive Committee Charter;
(xxii) Subsidiary Governance Framework;
(xxiii) Board Reporting Framework; and
(xxiv) Annual Agenda Cycle.

2. THE BOARD AND ITS COMMITTEES

2.1 ROLE OF THE BOARD

The Board is responsible for efficiently executing the corporate strategy based on sound principles of corporate governance and ensuring the business overall success. The Board ensures leadership through effective oversight and review. The Board comprises of fourteen[6] people with skills in manufacturing, finance, engineering, business and law. These include the Chairman, five Independent Non-Executive

[6] Deputy Group Managing Director (DGMD), Mr. Mathew Philip, retired from the Board of Directors effective April 30, 2024.

Directors, seven Non-Executive Directors and one Executive Directors. The position of the Chairman and the Group Chief Executive Officer are held by separate persons in accordance with the requirements of the Code of Corporate governance.

The Board periodically assesses the independence of its Independent Directors in line with the criteria set out in the SEC Corporate Governance Guideline and the Nigerian Code of Corporate Governance 2018 (the "**Corporate Governance Codes**") and CAMA and has concluded that they are all independent in character and judgement. The Non-Executive Directors' diverse backgrounds and extensive experience across various industries, law, finance, and public life bring valuable global expertise to the Board.

The Company is committed to upholding the highest standards of corporate governance, fostering a culture of transparency and accountability. Regular evaluations are conducted in accordance with the Corporate Governance Codes and the Company's Board Evaluation Policy. These evaluations assess the performance of the Board, individual Directors, and the Company Secretary function. This comprehensive process ensures the Board operates at its full potential, remains compliant with regulations, and demonstrates DCP's commitment to all stakeholders.

The Board meets regularly to set broad policies for the Company's business and operations and it ensures that a professional relationship is maintained with the Company's Auditors in order to promote transparency in financial and non-financial reporting.

Specific role and responsibilities of the Board include to:

- Account for the Company's activities, strategy, risk management and financial performance as well as the Company's system of corporate governance.

- Set the strategic objectives for the Company, determine investment policies, agree on performance criteria and delegate to management the detailed planning and implementation of those objectives in accordance with the appropriate risk parameters.

- Monitor compliance with policies and achievement against objectives by holding management accountable for its activities through monthly and quarterly performance reporting and forecast updates.

- Receive regular presentations enabling the Board to explore specific issues and developments in greater detail.

The Board governs the Company through the operation of numerous board committees accompanied by monitoring and reporting systems. Each board committee has specific terms of reference issued by the Board.

2.2 BOARD COMMITTEES

The Board presently has four committees as follows:

2.2.1 AUDIT, COMPLIANCE AND RISK MANAGEMENT COMMITTEE

The Audit, Compliance and Risk Management Committee is charged with the oversight of internal control, compliance and risk management and working with the respective internal functions. The main responsibilities of the Audit, Compliance and Risk Management Committee include:

- Oversight of the activities of the Group internal audit function, including the appointment and evaluation of the Group Head of Internal Audit, approval of the internal audit plan, review of internal audit reports and safeguarding the independence of the Internal Audit system.

- Review the scope, nature and effectiveness of the internal audit system and recommend proposed changes to the Board.

- Ensuring that proper liaison and co-operation exists between the statutory auditors and the Group internal audit function.
- Recommend to the Board for approval, the Company's risk appetite and risk framework and policies.
- Oversee the execution of risk management including identification, analysis and risk mitigation, within the risk appetite's scope (approved by the Board).
- Review, with the Company's Legal Counsel, any legal matter that could significantly impact the Company's operations and financial statements.
- Oversee the Company's compliance program and adherence to the code of business ethics.
- Establish a whistle blowing mechanism and monitor implementation.

2.2.2 FINANCE AND INVESTMENT COMMITTEE

The Finance and Investment Committee has oversight of all matters relating to financial reporting and disclosure, financial policies and financial strategy, potential corporate actions such as fund raising or mergers and acquisition, as well as resourcing and staffing. The Committee is mainly charged with the following responsibilities:

- To advise the Board on matters pertaining to the Company's capital structure and the corporate finance strategy of the Company, including the issuance of equity and debt securities, general financing plans, debt ratings, share repurchase philosophy and strategy, share redemption and purchasing activities, and the Company's dividend policy.
- To review, in consultation with the independent auditors, all financial statement presentations and the integrity of the Company's financial reporting processes and controls.
- To review and recommend to the Board on matters pertaining to Group treasury operations, investment strategies, banking and cash management arrangements and financial risk management.
- To review thoroughly and make recommendations to the Board on matters pertaining to major investments, mergers, acquisitions, divestitures, joint ventures or similar transactions and the policies and processes of the Company related thereto.
- To review critical accounting policies and practices to be used by the Company and any major issues arising thereof.

2.2.3 SUSTAINABILITY AND TECHNICAL COMMITTEE

The Sustainability and Technical Committee assumes oversight of the technical aspects of the Company's operations, including production, health, safety and environmental matters, as well as sustainability matters. The Committee assists the Board in fulfilling its oversight responsibilities regarding the following:

- Review project feasibility to determine and consider viability of planned expansion projects in Nigeria and elsewhere.
- Review the technical scope of plant projects including risk assessment and the quality of management plan and make recommendations to the Board as to needs or issues arising.

- Review the status of projects according to agreed scope, schedule, project milestones and key performance indicators, and where there are delays or variations, probe management to understand root causes and mitigate against such in the future.

- Review safety, health and environmental performance and improvement plans.

- Review operational, staffing and commissioning readiness plans.

- Monitor the production budget, standards, raw material supplies, energy and key performance indicators per plant.

- Review asset/plant care policy and performance (preventative/breakdown, unit and plant reliability/availability and costs).

- Ensure effective technical, research and development programmes to enable continuing innovation and improvement across the Group.

- Oversee the development and implementation of Corporate Social Responsibility and community programs in plant and business locations where the Company operates in Nigeria and throughout the rest of Africa.

- Review sustainability reports, set achievable targets, monitor progress and offer advice on integrating sustainability into business operations.

2.2.4 REMUNERATION, GOVERNANCE AND NOMINATION COMMITTEE

The Committee assists and advises the Board on matters relating to the remuneration of the Directors and Senior Management, such that the Company can attract and retain the best talent. The Committee conducts an extensive search for prospective candidates with appropriate skills and qualifications for specified directorship. The responsibilities of the Committee include:

- Establish the criteria for Board and Board Committee memberships, review candidates' qualifications and any potential conflicts of interest, assess the contribution of current directors in connection with their re-nomination and make recommendations to the Board.

- Prepare a job specification for the Chairman's position, including an assessment of time commitment required of the candidate.

- Evaluate the skills, knowledge and experience required of the Board.

- Make recommendations on experience required by Board committee members, committee appointments and removal, operating structure, reporting and other committee operational matters.

- Make recommendations on the amount and structure of the remuneration of the Chairman and Non-Executive Directors of the Board to ensure that remuneration is fair and competitive.
- Ensure that the Group's Remuneration Policy and structure is fair and enough to attract and retain high-caliber staff to the Group.
- Review and agree, at the beginning of the year, the Key Performance Indicators (KPIs) for the Group CEO and senior executives.
- Assess the performance of the Group CEO against the agreed KPIs and provide feedback thereon
- Ensure that succession policies and plans exist for the positions of Chairman, Chief Executive Officer, Executive Directors and the Managing Directors of subsidiary companies.
- Periodically recommend the preparation and adoption of the Board governance policies in line with regulatory compliance and best practice.
- Periodically review existing policies in line with changes in the regulatory and governance environment and make recommendations to the Board for amendments thereto

Statutory Audit Committee

In addition to the Board Committees discussed above, the Company in compliance with the requirements of CAMA also have a Statutory Audit Committee. The Committee is made up of two (2) non-executive directors and three (3) shareholders' representatives, in compliance with the requirements of CAMA.

2.3 RESEARCH AND INNOVATION

Dangote Cement is solely responsible for its research and development and intends to continuously research into ways to expand its product portfolio, improve efficiency in operations and market opportunities on an economically sustainable basis, to enhance its profitability and maximize returns and value for its shareholders, investors and stakeholders.

With rapid urbanisation and population growth in Africa, the Company understands that meeting housing and infrastructure needs will be a challenge and is constantly looking for new product solutions that will resolve these construction challenges.

2.4 APPROACH TO SUSTAINABILITY

The Company's approach to sustainability is built on the premise that sustainability must be owned and practiced at every level of organization, most especially at the highest levels of institutional governance. The company believes that measuring and reporting its activity transparently and consistently is a crucial component to constantly improving its role and impact in transforming its ecosystem. To achieve this, Dangote Cement continually invests in extensive stakeholder consultations, also internally, and has developed its own customized framework towards sustainability.

Dangote Cement's 7 Sustainability Pillars: cultural, economic, institutional, financial, environmental, operational and social called "The Dangote Way" provide the appropriate framework in which the company has embedded its corporate values and strategic objectives. DCP prioritizes its environmental, social, economic and governance responsibilities and understands that these ultimately translate to business sustainability.

The Company's 2023 Sustainability Report is written in accordance with the Global Reporting Initiative (GRI) Standards, which is the standard adopted by over 78% of the world's businesses in their sustainability reporting, according to a KPMG Report on Sustainability Reporting tools in 2022. In line with GRI requirements, Dangote Cement carried out extensive stakeholder engagements and materiality assessments in 2023, to determine issues of major concern and interest for its key stakeholders, including host communities, employees and investors.

The Company also carried out a comprehensive Business Impact Analysis and Risk Assessment for the Company's business continuity strategy department during Global Business Continuity Awareness Week to reflect on the Company's preparedness for unexpected events personally and professionally and to raise awareness and embed business continuity to build resilience so professionals and the organization can thrive in the face of adversity.

To validate the integrity of data and information disclosed, KPMG conducted an External Assurance on its 2023 Sustainability Report in line with non-financial reporting assurance principles. In addition, the Global Reporting Initiative (GRI) reviewed the Company's compliance with its standards and issued a certification stamp that was published as part of DCP's 2023 Report.

2.5 Sustainability Pillars and Scorecard for 2023

The Company's approach to Sustainability operationalisation is defined by its 7 Dangote Sustainability Pillars, which are, Institutional, Financial, Operational, Cultural, Economic, Social and Environmental Pillars. These Pillars are aligned with the United Nations Sustainable Development Goals. The Company is also a signatory to the UN Global Compact.

a. ***Institutional Pillar:*** This focuses on the Company's strategies for driving corporate governance best practices, regulatory compliance and effective internal controls, risk management and sustainable leadership. The Company's strong 2023 performance in the Institutional Pillar reflects its dedication to upholding global sustainability standards and the UN Global Compact (UNGC) principles. By adhering to the highest standards, the Company can stay competitive and strengthen its corporate existence.

b. ***Financial Pillar***: This defines the Company's principles for driving sustainable profit, excellent customer service, growth and attractive return on investment for the Company's investors and shareholders. The Company promoted household income generation through salaries, wages and benefits which amounted to ₦137,139 million in 2023. The Company's shareholders also received a total dividend payment of ₦337,471 million. In addition, profit after tax increased by 19.2% to ₦455,583 million in 2023 from ₦382,311 million in 2022

c. ***Operational Pillar***: It defines the Company's focus on operational and resource efficiency and commitment to promoting local content and patronizing local suppliers and vendors for sustainable economic growth. In 2023, local procurement spending grew by 60% from ₦496,349 million in 2022 to ₦793,620 million. This accounted for 72% of total procurements, up from % in 2022. DCP's 2023 review of vendor management system shows that 80% of purchase orders were issued to local vendors, which amounted to ₦586,916 million compared to 64% in 2022 at ₦282,814.

d. ***Cultural Pillar***: It defines the Company's strategy for building a workplace of sustainability champions, and stimulating active employee involvement in its sustainability journey, while also empowering and motivating its workforce for sustainable productivity. In 2023, the Company held its Annual Sustainability Week, designed to mobilize staff to create value for host communities using their personal skills and competences. The 2023 Sustainability Week recorded significant impact, with 1,517 employees volunteering 5,984 hours on 43 initiatives across 12 locations in ten African countries.

e. ***Economic Pillar***: This defines the Company's principles for driving self-sufficiency and sustainable economic growth in the countries where it operate. DCP supports socioeconomic wellbeing in Africa by creating job opportunities, which in turn drives income generation for households. In 2023, the Company provided 59 direct jobs and 417,700 indirect job opportunities for both skilled and unskilled workers in the Alternative Fuel value chain in Zambia, Senegal, Tanzania, Ethiopia, Congo and all plants in Nigeria. The Company also employed 81 graduates through the Graduate Trainee Scheme and saw a 5.2% increase in female workforce.

f. ***Social Pillar***: This pillar focuses on effective engagement of internal and external stakeholders; support for the health & safety and wellbeing of employees, host communities and the larger society.. In 2023, the Company spent ₦2,356 million on various impactful social investments in host communities, recording 587 education beneficiaries from Nigerian operations alone.

g. ***Environmental Pillar***: This Pillar outlines the Company's principles and standards for managing ecological footprints and contributing towards the global fight against climate change. It also defines how the Company leverages the circular economy business model in mitigating the risks and optimizing the opportunities in climate change. In 2023, there was an increase of 184% in total waste co-processed from 157Ktonnes in 2022 to 446Ktonnes in 2023. DCP also embark on the Alternative Fuel Project and the DangCircular Initiative, which promotes nature-based solutions to climate change. In the DangCircular Initiative, 1.89 tonnes of waste was recycled, water consumption reduced by 4.8%, and scope 1 emissions reduced by up to 13kgCO_2/tonne cem

GCR RATINGS

CREDIT RATING ANNOUNCEMENT

GCR affirms Dangote Cement Plc's national scale long-term Issuer rating of AA+(NG).

Rating action

Lagos, Nigeria, 23 July 2024 – GCR Ratings (GCR) has affirmed the national scale long-term and short-term issuer ratings of AA+(NG) and A1+(NG), respectively, accorded to Dangote Cement Plc (DCP or the company). Concurrently, GCR has affirmed the national scale long-term issue rating of AA+(NG) accorded to each of Dangote Cement Plc's existing Senior Unsecured Bonds. The NGN3.6Bn Series 1 Tranche A Senior Unsecured Bond was fully redeemed in May 2024, and the rating has been withdrawn. The outlook on the ratings is stable.

Rated entity / issue	Rating class	Rating scale	Rating	Outlook
Dangote Cement Plc	Long-term issuer	National	AA+(NG)	Stable
	Short-term issuer	National	A1+(NG)	-
NGN100Bn Series 1 Senior Unsecured Bond	Long-term issue	National	AA+(NG)	Stable
NGN3.64Bn Series 1 Tranche A Senior Unsecured Bond	Long-term issue	National	WD(NG)	-
NGN10.45Bn Series 1 Tranche B Senior Unsecured Bond	Long-term issue	National	AA+(NG)	Stable
NGN35.91Bn Series 1 Tranche C Senior Unsecured Bond	Long-term issue	National	AA+(NG)	Stable
NGN4.269Bn Series 2 Tranche A Senior Unsecured Bond	Long-term issue	National	AA+(NG)	Stable
NGN23.335Bn Series 2 Tranche B Senior Unsecured Bond	Long-term issue	National	AA+(NG)	Stable
NGN88.396Bn Series 2 Tranche C Senior Unsecured Bond	Long-term issue	National	AA+(NG)	Stable

Rating rationale

The affirmed ratings reflect DCP's sustained competitive advantages and market leadership which have translated to strong earnings and cash generation. These strengths are however balanced against the elevated short-term debt, and the consequent increase in finance cost, which, combined with high dividend payouts creates further liquidity pressures. The ratings also remain constrained by the relatively weaker credit profile of DCP's parent company, Dangote Industries Limited (DIL or the group).

The competitive strengths of DCP are anchored by its substantial operational scale, higher production capacity and greater geographical diversification relative to peers. The company's current total installed capacity is 52 million tonnes, across ten African countries, in contrast to its closest peers who operate solely in Nigeria and have a combined 21.5 million tonnes capacity. Despite pan African revenue doubling in recent years, Nigeria still accounts for over 70% of the company's EBITDA. Looking ahead, the focus is to facilitate export operations from Nigeria to other West African markets, which would diversify operations and could create better competitive advantages over the long term.

Earnings assessment remains a key rating strength, notwithstanding the weaker market demand in Nigeria. Revenue increased by 36% to NGN2.2 trillion (USD3.4 billion) for the financial year ended 2023, with a further annualised top line growth of 48% in Q1 2024. Growth was largely driven by higher pricing and the effect of translation gains from Pan African earnings given the weaker Naira. Despite these price adjustments, EBITDA margin contracted to 35% in March 2024 from 39% in 2023 (2022: 43%) as costs could not be fully transferred to consumers. We expect steady increase in volumes driven by a robust public construction pipeline over the next two years, while margin should be supported at around 37% over the next 18 months on the back of further price increases and cost optimisation plans.

Despite the consistent rise in debt, the strong earnings and cashflows continue to support a positive leverage assessment. Gross debt spiked to NGN1.3 trillion as of 31 March 2024 (2023: NGN736 billion; 2022: NGN588 billion), following the issuance of commercial papers in 2023 to fund DCP's share buyback scheme, as well as the impact of devaluation on the USD-denominated debt. Nevertheless, net debt to EBITDA was maintained below 1x (2023: 0.7x; 2022: 0.6x). DCP's debt metrics are moderated by its very strong cash flows, underpinned by favourable credit terms with suppliers from an average of 38 days in 2022 to 67 days in 2023. Thus, operating cash flows (OCF) covered an improved 91% of debt in Q1 2024 compared to 56% in 2023 and 48% in 2022. We expect these metrics to be sustained at strong levels over the review period on the back of robust earnings and cashflows.

Conversely, we have negatively considered the elevated short-term debt (60% of total) and the consequent rise in finance cost which narrowed interest coverage to 5.9x in March 2024 from 7.2x in 2023 and a high of 18.6x in 2022. DCP plans to raise debt to refinance some existing loans, but the new debt would be costlier given the prevailing higher lending rates. This notwithstanding, we expect a modest improvement in interest coverage to around 7x-9x over the outlook period, on the back of better earnings.

Liquidity assessment remains a negative rating factor due to the low liquidity sources versus uses coverage of 1.2x over the next 12 months. This is predicated on the sustained high short-term debt redemption of NGN638 billion, as well as our expectation that dividend payouts will remain high until DIL's large projects are fully operational. We expect capital spending to be modest over the rating horizon largely related to replacement cost and some capacity expansion programmes across the company. Against these, we have considered the strong cash holding of NGN626 billion as at March 2024 and the projected robust operating cash flows, which would be complemented by substantial unutilised committed credit facilities of about NGN500 billion and the company's access to a very diverse funding base. Liquidity pressures could however be worsened by a persistent rise in short term debt or material underperformance of operating cashflows.

A negative adjustment has been applied to DCP's ratings to reflect the relatively weaker creditworthiness of DIL. This is because GCR considers DCP a core part of the group, accounting for over 70% of group revenue in 2023. DIL's credit profile assessment is constrained by the high debt incurred to fund the fertilizer and refinery projects. These projects are yet to meaningfully contribute to group revenue, but this should change within the next 18 months as operations attain a greater scale, with robust earnings and cash flows allowing DIL to gradually reduce debt.

DCP's NGN100Bn in Series 1 bonds, NGN46.4Bn Series 1 (Tranche B & C) bonds, and NGN116Bn Series 2 (Tranches A-C) bonds, are direct, unconditional, senior, unsubordinated, and unsecured obligations of DCP. Hence, they rank *pari passu* with all other senior unsecured creditors of company and the bonds therefore bear the same national scale long-term rating accorded to DCP. Accordingly, any change in DCP's long term corporate rating would impact the ratings of the bonds. We have reviewed the trustees bond performance report dated July 9, 2024, and no breaches were identified.

Outlook statement

The stable outlook reflects GCR's view that DCP's strong market position will continue to support robust earnings and cash flows, notwithstanding financial disruptions to the Nigerian economy. While we also expect the liquidity pressures from the high short-term debt and huge dividend payouts, these should ease as DIL's large projects becoming fully operational.

Rating triggers

Given that DCP's ratings are currently capped to the group's ratings, a rating upgrade could follow an improvement in DIL's ratings as significant earnings growth emanates from the refinery business and facilitates deleveraging.

Conversely, negative rating action could result from an escalation in debt to support its parent if DIL's earnings targets are not achieved. A downward rating movement could result from sustained high short-term debt amid the rising interest rates, which weakens interest coverage below 4x and further exerts pressure on liquidity between the aggressive dividend payouts.

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Related criteria and research

Criteria for the GCR Ratings Framework, May 2024
Criteria for Rating Corporate Entities, May 2024
GCR Rating Scales, Symbols & Definitions, May 2023
GCR Country Risk Scores, July 2024
GCR Nigeria Corporate Sector Risk Scores, June 2024

Ratings history

Dangote Cement Plc					
Rating class	Review	Rating	Rating	Outlook	Date
Long-term issuer	Initial	National	AA+(NG)	Stable	September 2016
Short-term issuer	Initial	National	A1+(NG)		September 2016
NGN100Bn Series 1 Senior Unsecured Bond	Initial	National	AA+(NG)	Stable	May 2020
NGN3.64Bn Series 1 Tranche A Senior Unsecured Bond	Initial	National	AAA(NG)	Stable	July 2021
NGN10.45Bn Series 1 Tranche B Senior Unsecured Bond	Initial	National	AAA(NG)	Stable	July 2021
NGN35.91Bn Series 1 Tranche C Senior Unsecured Bond	Initial	National	AAA(NG)	Stable	July 2021
NGN4.269Bn Series 2 Tranche A Senior Unsecured Bond	Initial	National	AA+(NG)	Stable	April 2022
NGN23.335Bn Series 2 Tranche B Senior Unsecured Bond	Initial	National	AA+(NG)	Stable	April 2022
NGN88.396Bn Series 2 Tranche C Senior Unsecured Bond	Initial	National	AA+(NG)	Stable	April 2022
Long-term issuer	Last	National	AA+(NG)	Stable	July 2023
Short-term issuer	Last	National	A1+(NG)	-	July 2023
NGN100Bn Series 1 Senior Unsecured Bond	Last	National	AA+(NG)	Stable	July 2023
NGN3.64Bn Series 1 Tranche A Senior Unsecured Bond	Last	National	AA+(NG)	Stable	July 2023
NGN10.45Bn Series 1 Tranche B Senior Unsecured Bond	Last	National	AA+(NG)	Stable	July 2023
NGN35.91Bn Series 1 Tranche C Senior Unsecured Bond	Last	National	AA+(NG)	Stable	July 2023
NGN4.269Bn Series 2 Tranche A Senior Unsecured Bond	Last	National	AA+(NG)	Stable	July 2023
NGN23.335Bn Series 2 Tranche B Senior Unsecured Bond	Last	National	AA+(NG)	Stable	July 2023
NGN88.396Bn Series 2 Tranche C Senior Unsecured Bond	Last	National	AA+(NG)	Stable	July 2023

Risk score summary

Rating Components & Factors	Score
Operating environment	**5.25**
Country risk score	3.50
Sector risk score	1.75
Business profile	**2.50**
Competitive position	2.50
Sustainability	0.00
Financial profile	**2.50**
Earnings	2.00
Leverage & cash flow	1.50
Liquidity	(1.00)
Comparative profile	**(0.75)**
Group support	(0.75)
Peer comparison	0.00
Total Risk Score	**9.50**

USE OF PROCEEDS

The net proceeds from each issue of the Instruments shall be in compliance with the rules and regulation applicable to such Instruments, and specified in the relevant Pricing Supplement. The proceeds from the Green Bonds will be used to fund green projects as approved by the SEC whilst the proceeds from the Sukuk will be used to fund Shari'ah compliant projects in accordance with Shari'ah principles and concepts approved by the SEC.

The applicable Pricing Supplement for each Series and/or Tranche under the Programme will specify the details of the use of proceeds of the particular Series. The costs and expenses of or relating to the issue are payable by the Company and will be deducted from the gross issue proceeds.

RISK FACTORS

Investors should consider all of the information in this Shelf Prospectus including the following risk factors before deciding to invest in the Instruments. Investors may also consider seeking professional advice before investing. If the risks described below materialize, the Company's business, results of operations, financial condition and/or prospects could be materially affected. Furthermore, the risks described below are not exhaustive.

The risks outlined in this section may change from time to time; the Company disclaims any responsibility for advising prospective investors of such risks as they exist at the date of this Shelf Prospectus. Additional risks not currently known may also have a material adverse effect on the business, financial condition and results of operations of the Company. Neither the Company nor any of the Issuing Houses or any of the advisers involved with the issuance of any of the Instruments are in a position to express a view on the likelihood of any risk occurring and investors are advised to consider the following risk factors and any that may be set out in any applicable Pricing Supplement carefully, prior to purchasing the Instruments.

The factors listed under a single heading may not provide a comprehensive view of all risks relevant to the subject to which the heading relates. In addition, the risk factors described below are not ordered by reference to materiality or importance to the Company's business, financial condition, results of operations and prospects.

COUNTRY RISK

There are risks related to political instability, security, religious differences, ethnicity and regionalism in Nigeria and across Africa

Although Nigeria has recorded significant improvements in the fight against insecurity and insurgency, it continues to experience considerable unrest, security challenges, attacks and kidnappings, particularly in the northern and south-southern states. Nigeria's history reflects the vulnerability of its political and socio-economic stability to factors like religious and political conflicts, terrorism, and social tensions. Though such activities decreased in 2023, kidnappings, violence and attacks remain threats. In May 2024 for example, gunmen abducted some employees of the Company working at the Okpella Plant in Edo State.

The political landscape has undergone significant changes since the February 2023 elections. President Bola Tinubu's administration, inaugurated in May 2023, has implemented policy shifts including fuel subsidy removal and adjustments to foreign exchange regulations, aimed at currency stabilization and GDP. Despite ongoing economic challenges and these reforms, the political environment has remained stable.

Additionally, sectarian conflicts across the different parts of the country continue to pose risks. Escalating sectarian conflicts in Nigeria pose a continuing threat to national stability. Political instability, at either state or national level, could significantly impact Nigeria's economy and the issuer's operations.

Continued criminal activity, unrest and political and religious conflicts in the country may lead to lower oil revenues and production, deter investments in parts of the country and lead to increased political instability. The occurrence of any of these events may have material adverse effects on public safety, the regional and national economy; and impact the Company and Group's operations and profitability.

In Cameroon, the 'Anglophone' crisis has been ongoing for several years. According to the Bertelsmann Stiftung's Transformation Index (BTI) 2024 Country Report, adding to the regional instability, violence in northwest Nigeria has spilled over into northern Benin and southern Niger, highlighting the need for stronger cooperation between these neighbors. Meanwhile, in the southeast, Nigeria's border with Cameroon's secessionist Anglophone region adds another layer of complexity. Numerous refugee camps have been established, and Nigeria, facing its own potential secessionist threats in the region, has agreed to collaborate militarily with Cameroon to quell the insurgency. If these conflicts are not addressed, they could destabilize the political and economic situation in the affected countries. This instability could then have a negative impact on the Company's business, financial results, and overall financial health.

Recession of domestic economy may result in a decline in projections and projected growth

Since the third quarter of 2023, the Nigerian economy has grappled with several challenges. The removal of fuel subsidies (PMS) and the consolidation of foreign exchange windows by the CBN squeezed consumer spending and caused initial hardship for households and businesses. Nigeria's economy is heavily reliant on oil exports and foreign exchange earnings from oil. According to the NBS, oil contributed 4.70% to the total real GDP in Q4 2023. This represents a slight increase from 2022 (4.34%) but a decrease from the previous quarter (5.48%).

The global oil price drop in 2020 due to the pandemic serves as a stark reminder of Nigeria's vulnerability to external factors. In response to the COVID-19 pandemic, governments implemented various containment measures, including travel restrictions and limitations on international trade. These measures, while necessary for public health, resulted in a global economic slowdown that disproportionately impacted countries heavily reliant on a single source of revenue, such as oil production in Nigeria. The lack of diversification in Nigeria's revenue and export base further exacerbated this vulnerability. The combined effect of oil price fluctuations and policy changes resulted in a decline in GDP growth from 3.10% in 2022 to 2.74% in 2023. Notably, the decision to end gasoline subsidies led to a contraction in the transport sector's contribution to GDP. The trade sector also experienced a slight decline due to this reform. Furthermore, the global push for renewable energy sources presents a long-term challenge for Nigeria. As countries transition away from fossil fuels, Nigeria's oil revenue could face significant decline in the coming years, necessitating economic diversification.

While Nigerian economy is emerging from the pandemic recession, its subsequent growth has been fragile. Nigeria's business environment continues to face significant challenges beyond economic factors. Bureaucracy, bribery, and corruption act as persistent bottlenecks, hindering economic growth and hindering social development. While there has been some progress – a 14-place improvement to 131st out of 190 in the World Bank's 2020 Doing Business Index – these issues remain a major concern. These bottlenecks manifest in difficulties with tax collection, contract enforcement, and cross-border trade. This translates into lower tax income, reduced investor confidence, and hampered mobility of goods for trade. These issues have a detrimental impact on the overall health of the Nigerian economy. A further decline in the value of the Naira or a sharp increase in interest rates could exacerbate the economic situation. These external factors, coupled with internal challenges, could have a material negative impact on the Federal Government's financial health. Despite these obstacles, the current administration remains committed to economic reforms. These reforms aim to diversify the economy, improve macroeconomic stability, and create a more market-driven private sector. Addressing the issues of bureaucracy and corruption will be crucial for the success of these reforms and the long-term health of the Nigerian economy.

The current challenges facing the Nigerian economy cast a shadow over the country's projected growth trajectory. If these issues, including the reliance on a volatile oil market, persistent bureaucratic hurdles, and potential currency depreciation, are not effectively addressed, a domestic recession could become a real possibility. This scenario would lead to a significant decline in both current projections and future growth expectations of the Company.

Slowdown in economic growth in several African countries may result in a decline in projections and projected growth

While Sub-Saharan Africa (SSA) is expected to see accelerated growth of 4.0% in 2024, compared to an estimated 3.3% in 2023, there are potential hurdles on the horizon. These challenges include increasing inflation, weakening currencies, and higher borrowing costs, all of which could threaten the projected growth trajectory. Despite the pan-African business segment's impressive 123.2% revenue growth driven by improved sales and the fact that currently accounts for roughly 42% of the Group's total revenue for

FY2023, an economic deceleration across the region could potentially hinder the Company's performance. The growth projections are provided below.

- Nigeria: As highlighted above data from the NBS evidenced a decline in GDP growth from 3.10% in 2022 to 2.74% in 2023, mirroring the impact of the twin policies of fuel subsidy removal and exchange rate reforms, whose combined impact reverberated across various sectors of the economy. Marking the second consecutive year of growth deceleration since the impressive growth rebound recorded after the economy was significantly stimulated in response to the pandemic-induced downturn in 2020, the International Monetary Fund has maintained a growth forecast of 3.3% for Nigeria's economy for 2024, up from 2.9% last year, citing a pick up in services and trade sectors.

- South Africa: *Statistics South Africa* reported South Africa's Q4 2023 economy showed mixed growth. The economy expanded by a modest 0.1%, following a 0.2% decline in Q3 2023. This fell short of the anticipated 0.3% growth. While six out of ten industries contributed positively, agriculture and trade sectors saw significant declines. (Previous year-on-year growth was 1.2%, exceeding estimates, but overall 2023 growth fell to 0.6% compared to 1.9% in 2022.)

- Sierra Leone: According to World Bank, Sierra Leone's economic growth projections for 2024 show cautious optimism. While official estimates suggest a rise to 3.1%, external shocks like inflation, currency. Currency depreciation and the worsened food security situation pose risk.

- Tanzania: After experiencing strong growth of 6.96% and 6.97% in 2018 and 2019, respectively, Tanzania's economy faced a decline in 2022. However, it has demonstrated resilience, bouncing back to a growth rate of 5.2% in 2023 compared to 4.6% in 2022 (World Bank). This positive trend is expected to continue, with the IMF projecting a real GDP growth of 5.5% in 2024. The African Development Bank Group attributes this rise to the ongoing recovery of the tourism sector and the gradual stabilisation of supply chains. Inflation is expected to see a slight increase to 4.7% in 2023 due to higher food and energy prices. However, improvements in agricultural performance are predicted to moderate inflation to 4.0% in 2024.

- Zambia: Despite ongoing debt restructuring, Zambia's economy is showing signs of recovery. Real GDP has grown at a steady rate of 5.7% between 2021 and 2023, driven by sectors like transportation, communication, finance, and a rebound in tourism and education. However, a decline in copper production for three years has resulted in a current account deficit, reducing foreign currency earnings. This, combined with delays in finalising debt restructuring, weakened the Zambian Kwacha by 41.8% in 2023. The depreciation, in turn, pushed inflation beyond the central bank's target range despite efforts to control spending and money supply.

Unforeseen national emergencies

The emergence of the COVID-19 pandemic in December 2019 put a strain on the global economy. Sub-Saharan Africa continues to endure the impact of the pandemic, as containment measures constrain economic activity. Governments across the region were forced to restrict movement and enforced lockdown measures at the peak of the COVID-19 pandemic. The worst hit countries were the oil exporting and tourist focused markets, though the impact has been severe on all economies. There remain significant uncertainties about the long-term impact of the Pandemic.

The IMF's forecast of economic growth for the countries in which Dangote Cement operates are as follows:

Country	FY2024E (%)	FY2025E (%)	FY2026E (%)
Cameroon	4.3	4.5	4.5
Congo	4.4	3.2	3.7
Ethiopia	6.2	6.5	6.7
Ghana	2.8	4.4	4.9
Nigeria	3.3	3.0	3.0
South Africa	0.9	1.2	1.4
Senegal	8.3	10.2	5.2
Sierra Leone	4.0	4.5	4.5
Tanzania	5.5	6.0	6.3
Zambia	4.7	4.8	4.8

Source: IMF's World Economic Outlook (April 2024)

Exchange rate risk

There may be a need to procure foreign currency for the purpose of facilitating some of the Company's projects in terms of manpower and equipment or other cost required for the execution of such projects. In addition, foreign currency may be required to fund the Group's import requirements for its day to day operations.

The exchange rate and access to foreign exchange has been volatile. This could hamper the Issuer's ability to import equipment and vendor services, especially if they rely heavily on foreign currency. Fluctuations in a country's external reserves, dependence on one foreign currency revenue streams (like oil exports), and high levels of foreign currency imports can leave local currencies vulnerable to external shocks. For instance, a decline in global oil prices could impact Nigeria's reserves, leading to further Naira devaluation. This would exacerbate challenges related to rising input costs and foreign currency access for the Issuer, potentially affecting project completion within budget and timeline, and ultimately impacting revenue generation. In 2023, all currencies in DCP's operating countries (except the CFA franc) depreciated. Fluctuations in the Naira and other African currencies can make cost of operations more expensive than planned, impacting the Company's ability to execute projects within budget and timeframe. Unavailability of foreign exchange could impact the Group's ability to fund its import requirements thereby resulting in a reduction in production volumes.

All of these could consequently affect the anticipated revenue from these projects. In addition, the devaluation and depreciation of currency could affect the Group's EBITDA as a result.

Nigeria's Shifting Monetary Policy Landscape:

CBN has undergone a significant transformation in its monetary policy approach over the past four years. Initially, the CBN focused on stimulating economic activity through an expansionary strategy. This involved setting a minimum Loan-to-Deposit Ratio (LDR) for banks, which successfully increased lending to businesses and lowered interest rates. The LDR started at 60%, rose to 65% in October 2019, but was then reduced to 50% in April 2024.

However, rising inflation forced a change in course by 2022. The CBN's Monetary Policy Committee (MPC) began raising the benchmark interest rate (MPR) to combat these inflationary pressures, further fueled by global factors like the Ukraine war and supply chain disruptions. The first hike was a 150-basis-point increase to 13.0% in May 2022, followed by further increases of 100 basis points in July 2022 (to 14%) and November 2022 (to 16.50%).

Throughout 2023, the CBN continued its tightening measures by adjusting interest rates and aligning market rates with the benchmark. Additionally, they focused on reducing their involvement in non-core activities and promoting a market-driven foreign exchange system.

2024 has witnessed a significant escalation in tightening measures. The CBN implemented a substantial 400-basis-point increase in the MPR, alongside a rise in the cash reserve ratio (CRR) to 45% and a reduction in the liquidity ratio to 30%. Additionally, a new asymmetric interest rate corridor of +100 and -700 basis points around the MPR was established. The MPC, led by Governor Cardoso, further tightened policy in their second meeting of the year, raising the MPR by an additional 200 basis points to 24.75% and adjusting the asymmetric corridor to +100/-300 basis points. During the subsequent MPC meeting held on May 20th and 21st, 2024, the committee maintained the asymmetric corridor at +100/-300 basis points. However, the MPC once again raised the MPR, this time by 150 basis points to 26.25% from its previous level of 24.75%.

In addition to interest rate adjustments, the CBN and government took steps to address foreign exchange challenges. This included unifying the official and parallel market exchange rates, leading to a devaluation of the official rate. While this move aimed to improve foreign exchange reserves, it also contributed to inflationary pressures.

Nigeria's monetary policy has undergone a dramatic shift, transitioning from stimulating the economy to fighting inflation. Recent measures aim to improve policy effectiveness and address foreign exchange challenges. However, the country still faces hurdles like the impact of devaluation and potential fuel subsidy removal, which will continue to put pressure on prices. The CBN's ability to navigate these challenges and achieve a balance between controlling inflation and fostering economic growth will be crucial in the coming years. Higher interest rates increase the Company's borrowing costs, squeezing profits and potentially hindering expansion plans. Reduced liquidity in the banking system can also make it harder for the Company to access credit. Lastly, slower economic growth could further dampen demand for goods and services.

Actual and perceived risks of corruption may adversely affect Nigeria's economy and its political stability

Corruption remains a significant issue in Nigeria, with Nigeria ranked 145 out of 180 in Transparency International's 2023 Corruption Perceptions Index and 131 out of 190 in the World Bank's Doing Business 2020 report. Corruption has many implications for a country, including increasing the risk of political instability, distorting decision-making processes and adversely affecting its international reputation. Failure to address these issues, could have an adverse effect on the political stability of Nigeria and on the economy, including levels of foreign investment. This in turn may have a material adverse effect on the Company's business, financial condition, results of operations and prospects.

Electricity shortages and power outages

In spite of the abundant energy resources in Nigeria and significant government reform efforts and investments in the power sector in recent years, lack of sufficient and reliable electricity supply remains a serious impediment to Nigeria's economic growth and development. Frequent blackouts are common with 68% of customers receiving only 1-9 hours of power daily (Stears). Although Nigeria has witnessed incremental improvements in the sector, failure to adequately address the significant lingering deficiencies in power generation, transmission and distribution infrastructure and related concerns within the power sector could lead to lower GDP and hamper the development of the economy. Slow growth in the economy may lessen consumer propensity to spend, which could materially adversely affect the Company's business, financial condition, results of operations and prospects.

Similarly, South Africa's state-owned power utility company, Eskom has been under significant pressure due to an array of financial and operational issues including servicing its outstanding debt of c.R464 billion due to declining sales, energy availability factors and huge receivables on the company's balance sheet. Eskom's rolling blackouts reached record levels in 2023 and continued into 2024. However, recent reports indicate no load-shedding as of May 2024 (Reuters). Despite this temporary reprieve, South Africa still suffers from unreliable power, with Stears reporting only 33 days of uninterrupted electricity supply in

2023. These power shortages in key African markets could negatively affect the Company's business. Slow economic growth due to unreliable electricity may decrease consumer spending, impacting its financial performance.

RISKS RELATED TO THE CEMENT INDUSTRY

There are risks relating to the factors of supply and demand

The cement industry, like other sectors, is vulnerable to the dynamics of demand and supply, propelled primarily by factors such as sector production, aggressive competition, surplus capacity and supply chain interferences. These factors are capable of adversely affecting the prices that the Company can set for its products and ultimately impact the Company's profit margins. Additionally, a competitive landscape with overcapacity and new entrants can lead to price wars, squeezing profit margins, forcing the Company to diversify markets or products.

There are risks relating to environmental regulations

The operations of the Company are governed by environmental laws and regulations of the respective countries in which it operates, and it may be subject to fines and penalties in the event of any violations of the relevant environmental laws and regulations or the occurrence of any adverse environmental effect arising from the Company's operations. In Nigeria, the Company is obligated to obtain certification from the Federal Ministry of Environment upon successful completion of an environmental assessment. The Company is also subject to the regulatory oversight of the Standards Organization of Nigeria as well as the National Environmental Standards and Regulation Enforcement Agency with respect to compliance with environmental standards. The Federal Ministry of Environment and relevant State Government agencies are the authority responsible for the enforcement of environmental laws and have the authority in certain circumstances to halt the Company's activities on a permanent or temporary basis where the Company fails to comply with instruction for rectification or suspension of operations that are causing damage to the environment.

There is no guarantee that the Company will always be in compliance with all relevant environmental laws and regulations of the respective countries in which it operates, especially in the light of potential and unpredictable changes to environmental requirements, varying interpretation of environmental laws and regulations by the courts and legislators, or upon discovery of environmental conditions that were previously unknown. Additional environmental requirements relating to the location of the Company's operations may be imposed by relevant governments, especially if stricter environmental standards are adopted.

There is a risk of increased exposure in terms of additional costs to the Company on the occurrence of any of these events. The consequent increase in environmental liabilities may entail significant capital expenses and may potentially lead to the imposition of restrictions on the Company's operations, adversely impacting the Company's business, operating results and financial performance.

Impact of Climate Change

Cement is the source of about 8% of the world's carbon dioxide (CO_2) emissions, according to think tank Chatham House. In the near future it might become necessary to also purchase CO_2 allowances to cover the emissions related to the production process. If allocations from the respective emission trading jurisdictions are not sufficiently in the Group's ownership, additional allowances may need to be purchased from the market. Allowance prices are subject to market volatility and can increase significantly, which would result in higher costs.

The aforementioned effects, as well as a significant increase in energy or CO_2 allowance prices not mitigated by long-term supply or hedging agreements could have material adverse effects on the Group's business, financial condition and results of operations.

Another industry-specific risk is the weather-related impact on sales for building materials. Incessant rains impact construction activity and have a negative effect on the demand for building materials. Thus, adverse weather conditions can materially and adversely affect the business, financial condition and results of operations of the Group if they occur with unusual intensity, during abnormal periods, or last longer than usual in the Group's major markets, especially during the normal peak construction periods.

It is a concentrated market place with only three major players

The Nigerian cement industry is a fiercely competitive landscape, with only three major players vying for a significant share of the market. This limited competition creates a "seller's market" where these players aggressively market their products and leverage cost leadership strategies to win over consumers. The Company's market share is not guaranteed. Competing companies may launch targeted marketing campaigns aimed at swaying customers away from the Company, highlighting their own unique selling points or exploiting any perceived weaknesses of DCP. In an effort to capture market share, competitors could engage in price wars, forcing the Company to lower its prices and potentially squeeze its profit margins. In addition, competitors may introduce new, innovative cement products or production processes that could make the Company's offerings seem outdated. Other players might focus on superior customer service, offering faster delivery times, more responsive support, or loyalty programs, which could entice customers to switch brands.

Government-funded building activities could hinder infrastructure development

Investments in infrastructure such as roads, railways, airways and other amenities fall under public construction. The cement industry depends largely on national budgets and the implementation of special infrastructure programmes. Relevant risks relating to fluctuating income in the countries where the Company operates or budgetary consolidation, can lead to cuts in infrastructure investments. The World Bank estimates that countries in Sub-Saharan Africa need to invest 7.1% of their GDP annually in SDG-related infrastructure but have actually only been investing around half of this level, 3.5% of GDP. It is envisaged that the capacity of governments in the region to finance infrastructure in the next decade will shrink and there will be reliance on private sector financing. A decline in government investment in infrastructure development without sufficient private sector financing to bridge the gap, may have material adverse effects on the Group's business, financial condition and results of operations.

BUSINESS RISKS

There are risks relating to the Company's distribution network

The Company operates one of the largest fleets in Sub-Saharan Africa and controls much of its own distribution. It procures a large number of trucks and manages them with GPS-based systems that ensure higher standards of fleet management. While this enables it to achieve significant cost savings and avert delays, the Company is exposed to the risk of possible disruption which may adversely affect the Company's production and delivery capabilities on a temporary basis. These include accidents, strike action and political instability.

The occurrence of any disruption to its distribution network may impact the Company's business, results of operation and financial position.

There are risks relating to supply rates and consistency of supply of the Company's Raw Materials

The profitability of the Company's operations depends in large part on its ability to procure raw materials at favourable prices. The prices of these raw materials may increase from time to time. In the event of such increases, the failure of the Company to transmit such additional costs to its customers or entirely offset same may affect the profitability of the business.

In addition, there is a risk of business losses arising from disruptions to the supply of raw materials. This may be due to disruption in production or delays in the supply of raw materials; shortages or operational problems caused by contracted suppliers; or if suppliers are otherwise unable or unwilling to supply required raw materials or fuels. The delay that would occur in the interim, before the Company sources alternate suppliers, may result in significant interruption of the Company's operations.

There are risks relating to the vulnerability of the Company's Information Technology system and application to Ransomware/cyber-attacks

The increasing convergence of information technology and operational technology opens up the risk of security breaches due to the integration of areas that were previously kept separate. The Company's reliance on its IT systems and applications makes it vulnerable to cyber-attacks, particularly ransomware attacks. Ransomware encrypts critical data, rendering it inaccessible until a ransom is paid. These attacks can lead to significant disruption of the Company's operations. Mission critical functions, such as production, logistics, and customer service, may be severely impacted due to the unavailability of essential software such as the Company's ERP system and other business applications. This could lead to delays in production, order fulfillment and customer service responses, potentially affecting the Company's customer relationships and reputation. Cyber-attacks can result in the loss or corruption of sensitive data, including financial records, customer information, and intellectual property. This can lead to significant costs associated with data recovery and potential regulatory fines for compromised personal data.

Supply and price risks in the energy markets

Finally, fuel (gas, coal and Low pour fuel oil ("LPFO")) is a significant component of cement production and represents a major production cost. The Group is a significant purchaser of power and fuels for the production and distribution of cement. The kilns, used for the production of the intermediate product clinker, consume fuels such as coal, petroleum coke, natural gas, heating oil, or alternative fuels. Other production equipment like grinding mills, crusher or transport and storage facilities also consume large amounts of electrical energy. The diesel-powered mining machinery that the Group uses as well as the on-road transportation of the final product are affected by diesel price movements. With the removal of subsidies from a heavily PMS-reliant consumer economy in Nigeria, higher fuel prices have infiltrated all consumption baskets. The removal of subsidies and unification of FX rate has led to a weaker official exchange rate and higher PMS prices and as such, consumer price inflation has continued to trend upwards and remained elevated. According to the NBS in the Automotive Price Watch for April 2024, the average price paid by consumers for diesel increased by 68.01% on a year-on-year basis from a lower cost of N842.23 per liter in April 2023 to a higher cost of N1415.06 in April 2024.

The Supply and pricing of these resources are subject to market forces or regulatory changes beyond the Group's control and can influence production cost or fuel availability and ultimately the Group's business and operations.

There is the risk of declining sales volume and market share due to inflation

High inflation rates, such as the current 33.69% inflation rate (CBN: April 2024), significantly impact household income by eroding purchasing power. Consumers have less disposable income to spend on discretionary items, leading to potential risks for the Company such as sales volume loss. Consumers may prioritise essential goods over the Company's core retail products, resulting in a decline in sales volume. This could lead to reduced revenue and profitability for the Company. The decline in sales volume also impacts inventory management. Changes in consumer buying behavior caused by inflation might create difficulties in accurately forecasting demand. The Company could face excess inventory or stockouts depending on how well they adapt to changing consumer preferences. Lastly, inflationary pressures can lead to increased competition within the retail sector and in turn a loss of market share. As consumers become more price-sensitive, the Company's ability to maintain margins while keeping prices competitive might be challenged. This could lead to customers switching to more affordable alternatives, causing the Company to lose market share to competitors.

There are risks relating to production volume constraints and market share loss due to foreign exchange scarcity

The Company's ability to import essential raw materials and equipment could be hampered by a scarcity of foreign currency (FX). Without access to the necessary imported materials, the Company may not be able to produce goods at desired levels. This can lead to production slowdowns, order fulfillment delays, and a shortage of products in the market. Limited FX availability might force the Company to source materials at higher prices or from alternative suppliers. This could increase production costs and potentially squeeze profit margins. Where the Company cannot meet market demand due to production limitations, competitors can seize this opportunity and capture market share. This could lead to a long-term decline in the Company's sales and brand presence. Lastly, failing to meet customer expectations due to product shortages can damage the Company's brand image and reputation for reliability. Regaining customer trust after experiencing stockouts or delays can be an uphill battle.

There are risks relating to power supply

Although the Company has been able to convert its large Nigerian lines to run on coal as well as gas, the subsisting dependence on gas is likely to expose it to certain risks in the event of disruption in gas supply. Steady supply of energy is required to run cement plants and minimize production downtimes. Vandalism of pipelines in Nigeria, if not decisively managed may decrease the supply of gas to the Company's cement plants, leading to some pressure on cement production. The Company is faced with the risks pertaining to the breakdown or malfunction of alternative power supply channels. There are no assurances that the Company will be able to adequately protect against risks resulting from disruption of power supply.

There are risks relating to operational hazards

The Company operates large-scale cement plants that are subject to significant operational risks generally associated with industrial companies, including human resource mismanagement, information technology issues, litigation against the Company or the Group, compliance risk, fines, penalties or expenses incurred as a result of settlement delays and regulatory infractions reporting risk, health & safety malpractices, quality control risk, technical failures, theft and fraud, industrial accidents, unusual or unexpected climatic conditions and environmental hazards. The Company and its operations may also suffer as a result of other general unforeseeable events outside its control, such as natural disasters which adversely affect the Company.

Such hazards or events could cause significant damage to the Company's facilities or occasion harm to its workforce, major disruption to the production process, and the Company's ability to deliver its products, and/or result in significant losses or liabilities being incurred by the Company, any of which may have a material adverse effect on the Company's business, prospects, results of operations, and financial position.

There are risks relating to the Company's licenses and permits

The Company requires various permits, licenses and approvals in relation to its business. Some of such licenses, permits and approvals are valid for limited periods, and have to be periodically renewed. Furthermore, the official permits, licenses and approvals contain conditions and requirements that the Company is required to fulfill. If the Company fails to renew such permits, licenses or approvals, or if any of them is suspended or terminated, or if their conditions and requirements are adversely amended, this could result in the Company suspending some of its operations. This may cause disruption to production or the incurring of additional costs, which may consequently have an adverse impact on the Company's business, future prospects and financial position.

Risk of production disruptions and market share loss due to plant and mine reliability issues equipment downtime and production shortfalls:

The Company's reliance on reliable plant and mine operations is crucial for maintaining consistent production output. However, various factors can impact this reliability. Unexpected equipment breakdowns can lead to production disruptions and delays. These breakdowns can occur due to aging infrastructure, inadequate maintenance, or unforeseen operational issues. Obtaining spare parts and essential supplies for plant and mine operations can be hampered by global supply chain disruptions. This can lead to extended equipment downtime and production delays.

The Group's inability to recruit and retain qualified personnel could have an adverse effect on its business.

Qualified and motivated personnel is one of the key factors for the further development of the Group's business, in particular its further technological development, production and geographic expansion.
The Group's success will depend, in part, on its ability to retain, motivate and attract, qualified and experienced personnel. If the Group continues to grow at its current pace, it may need to increase the number of its employees and may face challenges in recruiting qualified personnel to run its business as it grows.

Whilst the Group believes that it has effective staff recruitment, training and incentive programmes in place there can be no assurance that these will be sufficient to allow the Group to recruit, train and retain sufficient numbers of qualified personnel. The Group's failure to recruit, train and/or retain necessary personnel could have a material adverse effect on its business, reputation, financial condition, results of operations and/or prospects. In addition, the departure of key personnel may negatively affect production quality. Shortages of qualified personnel can hinder smooth operations and increase the risk if equipment malfunction or production delays which in turn may adversely affect the results and prospects of the Group. Competition for such personnel has increased in recent years as a number of Sub-Saharan African countries continue to deal with large emigration of skilled employees to developed countries.

There are risks relating to growth and expansion

The potential business growth, expansion and development projections of the Company are made on the basis of indices consisting primarily of forecasts, patterns and estimates. There is no assurance that such indices are correct or would follow the exact pattern of forecasts. In the event that any of the forecasts or estimates turn out to be inaccurate, then it may adversely affect the Company’s business, financial position, operating results and future prospects.

Furthermore, the future of the Company will depend in part on its ability to manage its growth in a sustainable manner. The Company’s management will need to expand operations to achieve the necessary growth, while retaining and supporting its existing customers, attracting new ones, recruiting, training, retaining personnel, managing their affairs in an effective manner and maintaining financial controls. Failure to achieve forecasted growth in a sustainable manner may affect the Company’s business, financial position and market share.

RISKS RELATED TO THE INSTRUMENTS

Risks relating to possible fluctuations in market price of the Instruments

A number of factors may cause significant volatility in the market prices of the Instruments. These may include adverse business developments, changes in the regulatory landscape in which the Company operates, actual or expected variations in the Company’s operating results, changes in financial estimates by securities analysts and the actual or expected sale or purchase of a large number of Instruments.

Credit Risk

Instruments issued under the Programme may be issued without any external credit enhancement. In such cases, investors, in undertaking the investment, would be relying solely on the creditworthiness of the

Company for the repayment of their investment. As such, any subsequent change(s) in the actual or perceived creditworthiness of the Company may adversely affect the value of the Instruments and the likelihood of repayment.

Credit ratings may not reflect all risks

The Instruments may be assigned ratings by two rating agencies. The ratings may not reflect all the risks to which the prospective investor may be exposed in purchasing the Instruments. The credit ratings are not therefore a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agencies at any time.

The Instruments may be subject to optional redemption by the Company

An optional redemption feature in the Instruments may negatively affect their market value. During any period when the Company may elect to redeem the Instruments, the market value of those Instruments generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period. The Company may be expected to redeem Instruments when its cost of borrowing is lower than the interest rate on the Instruments. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Instruments being redeemed and may only be able to do so at a lower rate.

The Instruments may be redeemed prior to maturity following a change in the tax laws of Nigeria

If (i) as a result of any change in, or amendment to, the laws or regulations of Nigeria, or any change in the application or official interpretation of the laws or regulations of Nigeria, which change or amendment becomes effective on or after the Issue Date, the Company would be required to pay additional amounts on account of any taxes of such jurisdiction in respect of subsequent payments under such Instruments and (ii) the requirement to pay such taxes cannot be avoided by the Company taking reasonable measures available to it, the Company may redeem all outstanding Instruments in accordance with the Conditions.

Modification and waivers

The relevant Trust Deed contain provisions for convening meetings of the Holders to consider any matters relating to the Instruments including the sanctioning by Extraordinary Resolution (as defined in the relevant Trust Deed) of a modification of the Instruments or any of the provisions of the relevant Trust Deed. These provisions permit defined majorities to bind all Holders, including Holders who did not attend and vote at the relevant meeting or sign a relevant resolution in writing.

The conditions of the Instruments also provide that the Trustees may, without the consent of Holders: (i) agree to any modification of the relevant Trust Deed or the Instruments which in the opinion of the Trustees are not materially prejudicial to the interest of the Holders; (ii) determine without the consent of the Holders that any Event of Default or Potential Event of Default (each as defined in the relevant Trust Deed) shall not be treated as such (subject to the relevant conditions set out in the relevant Trust Deed being complied with).

Referencing to an index may subject the Instruments to additional risks

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

- they may receive no interest (as applicable);
- they may lose all or a substantial portion of their Principal;

- a Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates or other indices; and
- timing of changes in a Relevant Factor may affect the actual yield to investors, even if the actual level is consistent with their expectations i.e. in general, the earlier the change in the Relevant Factor, the greater the effect on yield.

Legal Considerations may restrict certain investments

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its independent legal advisers to determine whether and to what extent (i) the Instruments are a legally permissible investment for it, (ii) the Instruments can be used as collateral for various types of borrowing and (iii) other restrictions apply to its purchase or pledge of any Instruments. Financial institutions should consult their independent legal advisers or the appropriate regulators to determine the appropriate treatment of Instruments under any applicable risk-based capital or similar rules.

Liquidity risk for the Instruments

Although the listing of the Instruments on The NGX and/or FMDQ Exchange (as applicable) increases the possibility of trading activity, there may not be very active two-way quote trading in the Instruments once issued. The liquidity of the Instruments may be limited, and investors may not be able to trade the Instruments actively or realise a yield comparable to that of similar instruments, if any, in developed secondary markets. Although there are a number of initiatives aimed at developing and deepening the Nigerian debt capital market and promoting a liquid, vibrant and tradable bond market, the impact of these initiatives on the trading of the Instruments cannot be assessed immediately. The trading market for debt securities may be volatile and may be adversely impacted by many events. The market for debt instruments or securities is influenced by economic and market conditions, interest rates and currency exchange rates. Global events may also have an adverse effect on the price of the Instruments.

Tax risk

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

Inflation risk

According to the NBS, in May 2024, inflation increased to 33.95% year-on-year compared to 33.69% recorded in April 2024. Furthermore, for the 12-month period ending May 2024, the percentage change in the average Consumer Price Index (CPI) for the previous 12-month period was 36.5%. Although tighter monetary policies like the increased MPR may help to curb inflation, there can be no assurance that inflation will not continue to remain at current levels or that the inflation rate will not rise in the future.

The effects of inflation may reduce the purchasing power of an investor's cash flows and may lead to higher market rates, which in turn lead to lower bond prices. Where the Instruments are not inflation-indexed and there is no specific structure to remove the effects of inflation, investors may be exposed to the possibility of diminished purchasing power and contracted cash flow hinged on numerous other market forces.

Changes in interest rate may affect the price of the Instruments

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

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

Foreign exchange market liquidity risk for foreign investors in the Instruments

Availability of foreign exchange in the Nigerian foreign exchange market is affected by various factors including global oil prices, Nigeria's external reserves, foreign portfolio and direct investments into Nigeria, as well as the CBN's policies and regulations. Foreign investors who buy any of the Instruments may be adversely affected by changes in any of these factors at the time where they intend to sell the Instruments, and this could adversely impact their ability to repatriate their funds out of Nigeria.

Foreign exchange controls in Nigeria are largely codified in the Foreign Exchange (Monitoring and Miscellaneous Provisions) Act, (Chapter F34) LFN 2004 ("**FEMM Act**"), which requires an investor that brought foreign capital into Nigeria for investment in equities or debt instruments to obtain a document called the certificate of capital importation ("**CCI**"). A CCI will be issued to the investor by the Nigerian bank through which the foreign capital was brought into Nigeria, after the foreign capital has been converted into Naira. This conversion is required to take place within 24 hours of the foreign capital being brought into Nigeria, subject to the investor providing the appropriate documents to the Nigerian bank.

A CCI serves as evidence that the foreign capital was brought into Nigeria for the purpose of investment and enables the investor to access the Nigerian Autonomous Foreign Exchange Market ("NAFEM") to repatriate the return on the investment or capital upon divestment or redemption of securities. CCIs are issued in electronic form on the Electronic-CCI platform administered by the CBN.

Investors that wish to bring in foreign capital to Nigeria for investment in the Instrument are required to obtain CCIs from an authorised dealer (as designated by the CBN) in respect of the capital brought into Nigeria for investment and converted into Naira. Where an investor does not have a CCI, such an investor will be unable to access the I&E FX Window for the purpose of repatriation of capital or returns on capital out of Nigeria. There can be no assurance that foreign exchange control restrictions will not be introduced in the future or that foreign exchange will be readily available at the time of repatriation.

Further, an investment in the Instruments by an investor whose principal currency is not Naira exposes the investor to foreign currency exchange rate risk. Any depreciation of Naira in relation to such foreign currency will reduce the value of the investment in the Instruments or any returns in foreign currency terms.

Additional Risks relating to Sukuks

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

The Certificates are limited recourse obligations of the Issuer Trustee

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

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

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

While the Sukuk is to remain Shari'ah complaint at all times until maturity, there are however different views in Islamic commercial jurisprudence which could mean that the Sukuk may be considered Shari'ah compliant to some and not others. The Sukuk will be structured by Shariah advisers registered or recognised by the Commission with expertise in Islamic finance, under the guidance of their Shari'ah board in conformity with regulatory guidelines.

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

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

Changes in regulations may affect the Sukuk

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

It is equally possible that there would be future changes in Nigerian law, administrative practices or judicial decisions; the impact of which may not be quantifiable or predetermined at present. Nevertheless, Nigerian securities laws have been stable in the last decade and a material change that may affect the Sukuk appears unlikely.

Rate of Return Risk

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

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

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

Additional Risks relating to Green Bonds

Green Evaluation risk in the case of a Green Bond issuance

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

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

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

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

There is a risk of difficulty in benchmarking the Green Bonds

The limited issuance of Green Bonds by the Federal Government and other corporate entities in Nigeria may result in the Green Bonds not being properly priced in the market. This restricts the assessment of the Green Bonds on a peer performance basis, which may be factored into pricing and affect the value of the Green Bonds.

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

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

DANGOTE CEMENT

FINANCIAL SUMMARY

The financial information set out in this Shelf Prospectus has been extracted from the audited annual financial statements of the Company and is available at the specified office of the Company. This section should be read and construed in conjunction with the audited interim financial statement(s) published subsequently for the financial years prior to the issuance of Instruments under the relevant Pricing Supplement. The Financial Statements of the Company for the years ended December 31, 2021 to December 31, 2023 are hereby incorporated by reference and are available for inspection. Kindly refer to page 156 "Documents Available for Inspection" section of this Shelf Prospectus.

1. **Extract from Independent Report of the Reporting Accountants for the year ended December 31, 2023**:

pwc

18 July 2024

Independent assurance report to:

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

and

Stanbic IBTC Capital Limited **(the 'Lead Financial Adviser')**
I.B.T.C Place
Walter Carrington Crescent
Victoria Island
Lagos.

Dear Sirs

We have reviewed the accompanying consolidated statements of financial position for the year ended 31 December 2023, the consolidated statements of profit or loss and other comprehensive income, the consolidated statements of changes in equity, the consolidated statements of cash flows for the years then ended, the statement of significant accounting policies and other explanatory notes (together "the financial information"). The financial information is based on the audited financial statements of Dangote Cement Plc (the "Company") and its subsidiaries (together, the "Group).

Directors Responsibility

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

Our Responsibility

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

PricewaterhouseCoopers Chartered Accountants
Landmark Towers, 5B Water Corporation Road, Victoria Island, Lagos, Nigeria
T: +234 1 271 1700, www.pwc.com/ng LIRS payer ID: C-307409 *BN: 958268*

Partners: S Abu, O Adekoya, T Adelaike, G Adepetu, W Adetokunbo-Ajayi, S Adu, A Akingbade, O Alakhume, A Atitebi, C Azobu, E Erhie, K Erikume, H Jayeola, T Lebeodan, U Muogilim, C Obaro, C Ojechi, U Ojinmah, O Oladipo, W Olowofoyeku, P Omontuemhen, O Osinubi, T Oyeniran, O Ubah, Y Yusuf

A review of financial information in accordance with ISRE 2400(Revised) is a limited assurance engagement. The review primarily consists of making inquiries of management and others as appropriate, applying analytical procedures and evaluating the evidence obtained.

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

Conclusion

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

Basis of Accounting

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

Yours faithfully

INSTITUTE OF CHARTERED ACCOUNTANTS OF NIGERIA
ICAN
0389665

Adekoya

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

18 July 2024

Engagement Partner: Omobolanle Adekoya
FRC/2013/PRO/ICAN/004/00000002010

2. Financial Statements for the years ended December 31 2021 to 2023:

CONSOLIDATED STATEMENT OF PROFIT OR LOSS

Year ended 31 December	2023 (₦)'million	2022 (₦)'million	2021 (₦)'million
Revenue	2,208,090	1,618,323	1,383,637
Production cost of sales	(1,006,278)	(662,890)	(551,019)
Gross profit	**1,201,812**	**955,433**	**832,618**
Administrative expenses	(126,533)	(79,879)	(64,349)
Selling and distribution expenses	(365,105)	(295,234)	(191,658)
Other income	24,953	5,333	6,221
Impairment of financial assets	(860)	223	(341)
Profit from operating activities	**734,267**	**585,876**	**582,491**
Finance income	27,405	38,715	20,765
Finance costs	(310,962)	(130,370)	(65,707)
Gain on net monetary position	101,163	29,022	-
Share of profit from associate	1,231	759	817
Profit before tax	**553,104**	**524,002**	**538,366**
Income tax expense	(97,521)	(141,691)	(173,927)
Profit for the year	**455,583**	**382,311**	**364,439**
Profit for the year attributable to:			
Owners of the Company	445,214	375,988	361,008
Non-controlling Interests	10,369	6,323	3,431
	455,583	**382,311**	**364,439**
Earnings per share, basic and diluted Naira	**26.47**	**22.27**	**21.24**

CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME

	2023 (₦)'million	2022 (₦)'million	2021 (₦)'million
Profit for the year	**455,583**	**382,311**	**364,439**
Other comprehensive income, net of tax:			
Items that may be reclassified subsequently to profit or loss:			
Exchange differences on translating net investments in foreign operations	559,490	23,074	265
Other comprehensive income, net of tax	559,490	23,074	265
Total comprehensive income for the year	**1,015,073**	**405,385**	**364,704**
Total comprehensive income for the year attributable to:			
Owners of the Company	994,154	399,106	361,429
Non-controlling Interests	20,919	6,279	3,275
	1,015,073	**405,385**	**364,704**

STATEMENT OF FINANCIAL POSITION

	2023 (₦)'million	2022 (₦)'million	2021 (₦)'million
Assets			
Non-current assets			
Property, plant and equipment	2,383,528	1,527,293	1,472,859
Intangible assets	12,356	6,225	5,122
Right-of-use assets	51,319	23,551	18,566
Investments in subsidiaries	-	-	-
Investment in associate	2,607	2,580	6,528
Lease receivables	14,656	17,085	5,980
Deferred tax assets	25,933	14,193	5,163
Prepayments	39,312	1,267	4,759
Receivables from subsidiaries	-	-	-
Total non-current assets	**2,529,711**	**1,592,194**	**1,518,977**
Current assets			
Inventories	394,023	239,563	167,205
Trade and other receivables	73,215	45,490	47,469
Prepayments and other current assets	488,676	447,149	311,722
Lease receivables	4,059	5,981	3,752
Current tax assets	1,944	1,435	3,051
Cash and cash equivalents	447,097	283,843	339,843
Total current assets	**1,409,014**	**1,023,461**	**873,042**
Total assets	**3,938,725**	**2,615,655**	**2,392,019**
Liabilities			
Current liabilities			
Trade and other payables	619,901	334,899	371,224
Lease liabilities	4,099	1,713	2,187
Current tax liabilities	174,287	167,971	153,385
Financial liabilities	624,256	392,378	401,393
Other current liabilities	190,089	124,724	148,294
Total current liabilities	**1,612,632**	**1,021,685**	**1,076,483**
Non-current liabilities			
Deferred tax liabilities	161,483	154,026	135,003
Financial liabilities	388,364	333,498	176,562
Lease liabilities	16,505	8,057	8,019
Provisions	21,200	10,575	8,428
Deferred revenue	510	320	636
Employee benefit obligations	12,191	8,547	3,219
Total non-current liabilities	**600,253**	**515,023**	**331,867**
Total liabilities	**2,212,885**	**1,536,708**	**1,408,350**
Equity			
Share capital	8,520	8,520	8,520
Share premium	42,430	42,430	42,430
Treasury Shares	(86,579)	(45,156)	(9,833)
Capital contribution	2,877	2,877	2,877
Currency translation reserve	625,160	76,220	53,102
Retained earnings	1,098,626	969,478	868,274
Equity attributable to owners of the company	**1,691,034**	**1,054,369**	**965,370**
Non-controlling interest	34,806	24,578	18,299
Total equity	**1,725,840**	**1,078,947**	**983,669**
Total equity and liabilities	**3,938,725**	**2,615,655**	**2,392,019**

CONSOLIDATED STATEMENT OF CHANGES IN EQUITY

	Share capital (₦)'million	Share premium (₦)'million	Treasury Shares (₦)'million	Retained earnings (₦)'million	Currency translation reserve (₦)'million	capital contribution (₦)'million	Attributable to owners of company (₦)'million	Non-controlling interests (₦)'million	Total equity (₦)'million
Balance as at January 1 2021	**8,520**	**42,430**	**(9,833)**	**779,271**	**52,681**	**2,877**	**875,946**	**15,024**	**890,970**
Profit for the year	-	-	-	361,008	-	-	**361,008**	3,431	**364,439**
Other comprehensive income for the year, net of tax	-	-	-	-	421	-	**421**	(156)	**265**
Total comprehensive income for the year	**-**	**-**	**-**	**361,008**	**421**	**-**	**361,429**	**3,275**	**364,704**
Dividends	-	-	-	(272,005)	-	-	**(272,005)**	-	**(272,005)**
Balance as at 31 December 2021	**8,520**	**42,430**	**(9,833)**	**868,274**	**53,102**	**2,877**	**965,370**	**18,299**	**983,669**
Balance as at January 1 2022	**8,520**	**42,430**	**(9,833)**	**868,274**	**53,102**	**2,877**	**965,370**	**18,299**	**983,669**
Profit for the year	-	-	-	375,988	-	-	**375,988**	6,323	**382,311**
Other comprehensive income for the year, net of tax	-	-	-	-	23,118	-	**23,118**	(44)	**23,074**
Total comprehensive income for the year	**-**	**-**	**-**	**375,988**	**23,118**	**-**	**399,106**	**6,279**	**405,385**
Dividends	-	-	-	(337,471)	-	-	**(337,471)**	-	**(337,471)**
Effects of shares buy-back	-	-	(35,323)	-	-	-	**(35,323)**	-	**(35,323)**
Gain on net monetary position				62,687			**62,687**	-	**62,687**
Balance as at 31 December 2022	**8,520**	**42,430**	**(45,156)**	**969,478**	**76,220**	**2,877**	**1,054,369**	**24,578**	**1,078,947**
Balance as at 1 January 2023	**8,520**	**42,430**	**(45,156)**	**969,478**	**76,220**	**2,877**	**1,054,369**	**24,578**	**1,078,947**
Profit for the year	-	-	-	445,214	-	-	**445,214**	10,369	**455,583**
Other comprehensive income for the year, net of tax	-	-	-	-	548,940		**548,940**	10,550	**559,490**
Total comprehensive income for the year	**-**	**-**	**-**	**445,214**	**548,940**	**-**	**994,154**	**20,919**	**1,015,073**
Dividends	-	-	-	(337,471)	-	-	**(337,471)**	(10,799)	**(348,270)**
Effects of shares buy-back	-	-	(41,423)	-	-	-	**(41,423)**	-	**(41,423)**
Gain on net monetary position	-	-	-	21,405	-	-	**21,405**	108	**21,513**
Balance as at 31 December 2023	**8,520**	**42,430**	**(86,579)**	**1,098,626**	**625,160**	**2,877**	**1,691,034**	**34,806**	**1,725,840**

DANGOTE CEMENT

CONSOLIDATED STATEMENT OF CASHFLOWS

	2023 (₦)'million	2022 (₦)'million	2021 (₦)'million
Profit before tax	553,104	524,002	538,366
Adjustments for:			
Depreciation & amortisation	151,160	120,390	100,766
Write off & impairment of property, plant, equipment and intangible assets	702	1,972	1,338
Interest expenses	144,530	75,242	56,326
Interest & dividend income	(27,405)	(38,715)	(20,765)
Net exchange loss/(gain) on borrowings and non-operating assets	82,707	25,958	7,924
Gain on net monetary position	(101,163)	(29,022)	0
impairment of non-operating assets	-	-	(104)
Share of income from associate	(1,231)	(759)	(817)
Change in deferred revenue	(44)	(332)	227
Provisions	10,625	2,147	379
Provision for employee benefits obligations	3,644	5,328	(362)
Gain on disposal of property, plant and equipment & right-of-use assets	(2,447)	(21)	(378)
	814,182	**686,190**	**682,900**
Changes in:			
Inventories	(155,892)	(70,345)	(60,526)
Trade and other receivables	(37,304)	457	(11,173)
Trade and other payables	286,410	(22,429)	26,846
Prepayments and other current assets	(123,952)	(42,316)	(79,404)
Other current liabilities	54,626	(23,570)	63,404
	838,070	**527,987**	**622,047**
Change in lease receivables	6,848	10,614	8,070
Income tax paid	(166,129)	(150,766)	(33,408)
Net cash generated from operating activities	**678,789**	**387,835**	**596,709**
Cashflow from investing activities			
Interest received	23,774	37,097	11,249
Dividend income received	1,204	4,707	-
Acquisition of intangible assets	(118)	(307)	(848)
Additional receivables from subsidiaries	-	-	-
Repayment by subsidiaries	-	-	-
Net loan (obtained)/repaid by parent company	83,802	(93,812)	20,000
Proceeds from disposal of property, plant and equipment	5,640	106	1,238
Acquisition of property, plant and equipment	(140,221)	(74,613)	(158,508)
Additions to property, plant and equipment	*(102,176)*	*(65,945)*	*(185,814)*
Change in non-current prepayments	*(38,045)*	*3,492*	*17,849*
Net suppliers' credit repaid	*-*	*(12,160)*	*9,457*
Net cash used in investing activities	**(25,919)**	**(126,822)**	**(126,869)**
Cashflows from Financing activities			
Interest paid	(118,984)	(68,840)	(52,558)
Lease payment	(4,838)	(3,421)	(2,110)
Shares buy-back	(41,423)	(35,323)	(9,833)
Dividends paid	(337,471)	(337,471)	(272,005)
Loans obtained	491,685	338,454	329,115
Loans repaid	(340,985)	(267,178)	(324,831)
Net cash used in financing activities	**(352,016)**	**(373,779)**	**(332,222)**
Increase/(Decrease) in cash and cash equivalents	**300,854**	**(112,766)**	**137,618**
Cash and cash equivalents at beginning of year	150,854	263,368	141,039
Effects of exchange rate changes	(19,557)	252	(15,289)
Cash and cash equivalents at end of year	**432,151**	**150,854**	**263,368**

The accompanying notes form an integral part of the consolidated financial statements

3. H1 2024 Management Accounts

Dangote Cement Plc
Condensed consolidated and separate statements of profit or loss
For the three months and six months ended 30 June 2024

		Group					Company				
	Notes	3 months ended 30/06/2024 ₦'million	6 months ended 30/06/2024 ₦'million	3 months ended 30/06/2023 ₦'million	6 months ended 30/06/2023 ₦'million	Year ended 31/12/2023 ₦'million	3 months ended 30/06/2024 ₦'million	6 months ended 30/06/2024 ₦'million	3 months ended 30/06/2023 ₦'million	6 months ended 30/06/2023 ₦'million	Year ended 31/12/2023 ₦'million
Revenue	3	942,705	1,760,055	544,110	950,832	2,208,090	538,452	991,376	338,230	618,545	1,297,639
Production cost of sales	5	(435,111)	(833,273)	(219,417)	(383,088)	(1,006,278)	(250,379)	(475,784)	(144,035)	(244,664)	(623,159)
Gross profit		**507,594**	**926,782**	**324,693**	**567,744**	**1,201,812**	**288,073**	**515,592**	**194,195**	**373,881**	**674,480**
Administrative expenses	6	(53,221)	(98,754)	(26,807)	(45,482)	(126,533)	(19,440)	(36,909)	(12,689)	(23,286)	(57,761)
Selling and distribution expenses	7	(159,209)	(304,470)	(84,508)	(153,225)	(365,105)	(95,615)	(175,335)	(56,974)	(106,910)	(239,015)
Other income	8	1,408	28,957	9,580	11,057	24,953	647	22,348	8,862	9,381	19,454
Impairment of financial assets		(267)	(915)	211	(58)	(860)	(62)	(432)	324	42	(486)
Profit from operating activities		**296,305**	**551,600**	**223,169**	**380,036**	**734,267**	**173,603**	**325,264**	**133,718**	**253,108**	**396,672**
Finance income	9	13,403	24,798	5,741	16,207	27,405	227,034	557,658	487,879	505,127	981,600
Finance costs	9	(209,297)	(332,522)	(130,538)	(163,050)	(310,962)	(50,980)	(92,636)	(23,396)	(42,460)	(815,472)
Gain on net monetary positions	32	26,141	49,080	(5,333)	6,670	101,163	-	-	-	-	-
Share of profit from associate		-	-	-	-	1,231	-	-	-	-	-
Profit before tax		**126,552**	**292,956**	**93,039**	**239,863**	**553,104**	**349,657**	**790,286**	**598,201**	**715,775**	**562,800**
Income tax expense	11.1	(49,322)	(103,052)	(23,937)	(61,260)	(97,521)	(10,706)	(48,100)	(12,576)	(47,848)	(72,477)
Profit for the period/year		**77,230**	**189,904**	**69,102**	**178,603**	**455,583**	**338,951**	**742,186**	**585,625**	**667,927**	**490,323**
Profit for the period/year attributable to:											
Owners of the Company	10	76,571	188,552	66,590	175,251	445,214	338,951	742,186	585,625	667,927	490,323
Non-controlling interests		659	1,352	2,512	3,352	10,369	-	-	-	-	-
		77,230	**189,904**	**69,102**	**178,603**	**455,583**	**338,951**	**742,186**	**585,625**	**667,927**	**490,323**
Earnings per share, basic and diluted (Naira)	10	**4.57**	**11.26**	**3.95**	**10.39**	**26.47**	**20.23**	**44.30**	**34.71**	**39.58**	**29.15**

Dangote Cement Plc
Condensed consolidated and separate statements of comprehensive Income
For the three months and six months ended 30 June 2024

	Group					Company				
	3 months ended 30/06/2024 ₦'million	6 months ended 30/06/2024 ₦'million	3 months ended 30/06/2023 ₦'million	6 months ended 30/06/2023 ₦'million	Year ended 31/12/2023 ₦'million	3 months ended 30/06/2024 ₦'million	6 months ended 30/06/2024 ₦'million	3 months ended 30/06/2023 ₦'million	6 months ended 30/06/2023 ₦'million	Year ended 31/12/2023 ₦'million
Profit for the period/year	77,230	189,904	69,102	178,603	455,583	338,951	742,186	585,625	667,927	490,323
Other comprehensive income, net of income tax: ***Items that may be reclassified subsequently to profit or loss:***										
Exchange differences on translating net investments in foreign operations	334,865	745,224	400,983	394,848	23,074	-	-	-	-	-
Other comprehensive income for the period/year, net of income tax	334,865	745,224	400,983	394,848	23,074	-	-	-	-	-
Total comprehensive income for the period/year	**412,095**	**935,128**	**470,085**	**573,451**	**478,657**	**338,951**	**742,186**	**585,625**	**667,927**	**490,323**
Total comprehensive income for the period/year attributable to:										
Owners of the Company	403,742	917,455	459,658	562,809	472,378	338,951	742,186	585,625	667,927	490,323
Non-controlling interests	8,353	17,673	10,427	10,642	6,279	-	-	-	-	-
	412,095	**935,128**	**470,085**	**573,451**	**478,657**	**338,951**	**742,186**	**585,625**	**667,927**	**490,323**

Dangote Cement Plc
Condensed consolidated and separate statements of financial position
As at 30 June 2024

	Notes	Group		Company	
		30/06/2024 ₦'million	31/12/2023 ₦'million	30/06/2024 ₦'million	31/12/2023 ₦'million
ASSETS					
Non-current assets					
Property, plant and equipment	12	3,274,512	2,383,528	470,474	476,148
Intangible assets	13	19,266	12,356	109	111
Right-of-use assets	14	76,803	51,319	1,925	1,870
Investments in subsidiaries	15.2	-	-	249,262	249,262
Investment in associate	15.3	2,607	2,607	1,582	1,582
Prepayments	16	57,134	39,312	211	211
Deferred tax assets	11.4	34,212	25,933	-	-
Lease receivables	17	8,844	14,656	8,844	14,656
Receivables from subsidiaries	18	-	-	1,785,967	1,110,750
Total non-current assets		**3,473,378**	**2,529,711**	**2,518,374**	**1,854,590**
Current assets					
Inventories	19	585,666	394,023	256,896	187,799
Trade and other receivables	20	88,050	73,215	35,104	33,076
Prepayments and other current assets	21	624,676	488,676	755,749	757,406
Lease receivables	17	6,240	4,059	6,240	4,059
Current tax assets	11.2	6,670	1,944	924	924
Cash and cash equivalents	22	590,481	447,097	181,331	232,614
Total current assets		**1,901,783**	**1,409,014**	**1,236,244**	**1,215,878**
TOTAL ASSETS		**5,375,161**	**3,938,725**	**3,754,618**	**3,070,468**
LIABILITIES					
Current liabilities					
Trade and other payables	23	928,760	619,901	325,202	217,387
Lease liabilities	29	5,788	4,099	82	82
Current tax liabilities	11.3	194,626	174,287	115,421	118,070
Financial liabilities	24	1,278,045	624,256	1,025,706	470,923
Other current liabilities	26	194,200	190,089	201,217	320,774
Total current liabilities		**2,601,419**	**1,612,632**	**1,667,628**	**1,127,236**
Non current liabilities					
Deferred tax liabilities	11.5	225,435	161,483	63,009	63,009
Financial liabilities	24	311,989	388,364	160,251	259,954
Lease liabilities	29	24,363	16,505	161	146
Deferred revenue	25	862	510	-	-
Provisions	27	34,020	21,200	7,865	5,844
Employee benefit obligations	31	13,494	12,191	13,119	11,315
Total non-current liabilities		**610,163**	**600,253**	**244,405**	**340,268**
Total liabilities		**3,211,582**	**2,212,885**	**1,912,033**	**1,467,504**
Net assets		**2,163,579**	**1,725,840**	**1,842,585**	**1,602,964**
EQUITY					
Share capital	30	8,520	8,520	8,520	8,520
Share premium	30	42,430	42,430	42,430	42,430
Treasury shares		(86,579)	(86,579)	(86,579)	(86,579)
Capital contribution		2,877	2,877	2,828	2,828
Currency translation reserve		1,354,063	625,160	-	-
Retained earnings		789,803	1,098,626	1,875,386	1,635,765
Equity attributable to owners of the company		**2,111,114**	**1,691,034**	**1,842,585**	**1,602,964**
Non-controlling interest		52,465	34,806	-	-
Total equity		**2,163,579**	**1,725,840**	**1,842,585**	**1,602,964**
TOTAL EQUITY AND LIABILITIES		**5,375,161**	**3,938,725**	**3,754,618**	**3,070,468**

These financial statements were approved and authorised for issue by the Board of Directors on 25 July 2024 and were signed on its behalf by:

Aliko Dangote,GCON
Chairman, Board of Directors
FRC/2013/IODN/00000001766

Arvind Pathak
Group Chief Executive Officer/GMD
FRC/2023/PRO/DIR/003/236066

Gbenga Fapohunda
Acting Group Chief Finance Officer
FRC/2019/ICAN/00000019333

Dangote Cement Plc

Condensed consolidated statement of changes in equity
For the six months ended 30 June 2024

	Group								
	Share capital ₦'million	Share premium ₦'million	Treasury Shares ₦'million	Retained earnings ₦'million	Currency translation reserve ₦'million	Capital contribution ₦'million	Attributable to the owners of the parent ₦'million	Non - controlling interests ₦'million	Total equity ₦'million
Balance at 1 January 2023	**8,520**	**42,430**	**(45,156)**	**969,478**	**76,220**	**2,877**	**1,054,369**	**24,578**	**1,078,947**
Profit for the period	-	-	-	175,251	-	-	**175,251**	3,352	**178,603**
Other comprehensive loss for the period, net of tax	-	-	-	-	387,558	-	**387,558**	7,290	**394,848**
Total comprehensive income/(loss) for the period	-	-	-	175,251	387,558	-	**562,809**	10,642	**573,451**
Payment of dividends	-	-	-	(337,471)	-	-	**(337,471)**	-	**(337,471)**
Loss on net monetary positions (Note 32)	-	-	-	(2,549)	-	-	**(2,549)**	(1)	**(2,550)**
Balance at 30 June 2023	**8,520**	**42,430**	**(45,156)**	**804,709**	**463,778**	**2,877**	**1,277,158**	**35,219**	**1,312,377**
Balance at 1 January 2024	**8,520**	**42,430**	**(86,579)**	**1,098,626**	**625,160**	**2,877**	**1,691,034**	**34,806**	**1,725,840**
Profit for the period	-	-	-	188,552	-	-	**188,552**	1,352	**189,904**
Other comprehensive loss for the period, net of tax	-	-	-	-	728,903	-	**728,903**	16,321	**745,224**
Total comprehensive income/(loss) for the period	-	-	-	188,552	728,903	-	**917,455**	17,673	**935,128**
Payment of dividends	-	-	-	(502,565)	-	-	**(502,565)**	-	**(502,565)**
Gain on net monetary positions (Note 32)	-	-	-	5,190	-	-	**5,190**	(14)	**5,176**
Balance at 30 June 2024	**8,520**	**42,430**	**(86,579)**	**789,803**	**1,354,063**	**2,877**	**2,111,114**	**52,465**	**2,163,579**

Dangote Cement Plc

Condensed separate statement of changes in equity
For the six months ended 30 June 2024

	Company					
	Share capital ₦'million	Share premium ₦'million	Treasury Shares ₦'million	Capital contribution ₦'million	Retained earnings ₦'million	Total equity ₦'million
Balance at 1 January 2023	**8,520**	**42,430**	**(45,156)**	**2,828**	**1,482,913**	**1,491,535**
Profit for the period	-	-	-	-	667,927	667,927
Other comprehensive income for the period, net of tax	-	-	-	-	-	-
Total comprehensive income for the period	-	-	-	-	667,927	667,927
Payment of dividends	-	-	-	-	(337,471)	**(337,471)**
Balance at 30 June 2023	**8,520**	**42,430**	**(45,156)**	**2,828**	**1,813,369**	**1,821,991**
Balance at 1 January 2024	**8,520**	**42,430**	**(86,579)**	**2,828**	**1,635,765**	**1,602,964**
Profit for the period	-	-	-	-	742,186	**742,186**
Other comprehensive income for the period, net of tax	-	-	-	-	-	**-**
Total comprehensive income for the period	-	-	-	-	742,186	**742,186**
Payment of dividends	-	-	-	-	(502,565)	**(502,565)**
Balance at 30 June 2024	**8,520**	**42,430**	**(86,579)**	**2,828**	**1,875,386**	**1,842,585**

Dangote Cement Plc

Condensed consolidated and separate statements of cash flows
For the six months ended 30 June 2024

		Group			Company		
	Notes	6 months ended 30/06/2024 ₦'million	6 months ended 30/06/2023 ₦'million	Year ended 31/12/2023 ₦'million	6 months ended 30/06/2024 ₦'million	6 months ended 30/06/2023 ₦'million	Year ended 31/12/2023 ₦'million
Cash flows from operating activities							
Profit before tax		292,956	239,863	553,104	790,286	715,775	562,800
Adjustments for:							
Depreciation and amortisation	12, 13 & 14	113,581	63,219	151,160	25,579	26,351	53,811
Write off and impairment of property plant and equipment		1,040	-	702	176	-	-
Interest expenses	9	130,180	48,829	144,530	91,601	41,866	106,205
Interest & dividend income	9	(24,798)	(16,207)	(27,405)	(81,946)	(42,334)	(197,093)
Net exchange (gain)/loss on borrowings and non-operating assets		74,536	56,869	82,707	(549,060)	(494,764)	(129,543)
Gain on net monetary position	32	(49,080)	(6,670)	(101,163)	-	-	-
Share of income from associate		-	-	(1,231)	-	-	-
Change in deferred revenue	25	341	161	(44)	(2)	2	2
Provisions		12,820	5,235	10,625	2,021	537	(990)
Provision for employee benefits obligations		1,303	248	3,644	1,804	(47)	3,071
Loss/(gain) on disposal of property, plant and equipment		-	19	(2,447)	-	-	(2,238)
		552,879	391,566	814,182	280,459	247,386	396,025
Changes in:							
Inventories		(191,639)	(112,994)	(155,892)	(69,097)	(37,877)	(55,095)
Trade and other receivables		(17,692)	(28,596)	(37,304)	(4,885)	(7,662)	(20,811)
Trade and other payables		308,859	157,632	286,410	107,815	13,581	63,230
Prepayments and other current assets		(184,763)	(12,404)	(123,952)	(23,547)	93,838	136,241
Other current liabilities		4,122	10,647	54,626	(14,898)	28	36,773
		471,766	405,851	838,070	275,847	309,294	556,363
Change in lease receivables	17	3,616	5,159	6,848	3,616	5,159	6,848
Income tax paid	11.3	(63,563)	(55,731)	(166,129)	(47,892)	(41,621)	(156,452)
Net cash generated from operating activities		**411,819**	**355,279**	**678,789**	**231,571**	**272,832**	**406,759**
Cash flows from Investing activities							
Interest received		13,563	5,829	23,774	5,688	3,439	16,872
Dividend received	9	-	-	1,204	-	-	1,204
Acquisition of intangible assets	13	(53)	(97)	(118)	(28)	-	(51)
Additional receivables from subsidiaries		-	-	-	(91,019)	(33,607)	(121,098)
Repayment by subsidiaries		-	-	-	12,565	62,589	131,204
Net loans (obtained)/repaid by parent company	21	60,010	143,812	83,802	60,010	143,812	83,802
Proceeds from disposal of property, plant and equipment		-	-	5,640	-	-	5,171
Acquisition of property, plant and equipment		(80,913)	(33,443)	(140,221)	(19,588)	(9,952)	(33,322)
Additions to property, plant and equipment	12	(63,091)	(31,836)	(102,176)	(19,588)	(9,952)	(33,322)
Change in prepayments for property, plant and equipment		(17,822)	(1,607)	(38,045)	-	-	-
Net cash used in investing activities		**(7,393)**	**116,101**	**(25,919)**	**(32,372)**	**166,281**	**83,782**
Cashflows from Financing activities							
Interest paid		(90,306)	(37,822)	(118,984)	(72,149)	(32,502)	(94,224)
Lease payment		(1,265)	(619)	(4,838)	(513)	(384)	(1,090)
Shares buy-back	30	-	-	(41,423)	-	-	(41,423)
Dividends paid		(502,565)	(337,471)	(337,471)	(502,565)	(337,471)	(337,471)
Loans obtained		722,567	164,050	491,685	710,837	147,951	460,441
Loans repaid		(617,952)	(104,398)	(340,985)	(586,125)	(95,677)	(322,750)
Net cash used in financing activities		**(489,521)**	**(316,260)**	**(352,016)**	**(450,515)**	**(318,083)**	**(336,517)**
(Decrease)/increase in cash and cash equivalents		(85,095)	155,120	300,854	(251,316)	121,030	154,024
Cash and cash equivalents at beginning of period/year	22	432,151	150,854	150,854	222,952	68,928	68,928
Effects of exchange rate changes		24,606	(2,947)	(19,557)	-	-	-
Cash and cash equivalents at end of the period/year	**22**	**371,662**	**303,027**	**432,151**	**(28,364)**	**189,958**	**222,952**

TAX CONSIDERATIONS

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

Except as otherwise indicated, this summary only addresses Nigerian tax legislation in effect and in force at the date hereof, as interpreted and applied by the courts or tax authorities in Nigeria, without prejudice to any amendments introduced at a later date and implemented with or without retroactive effect.

The Federal Government in 2011 issued the Companies Income Tax (Exemption of Bonds and Short-Term Government Securities) Order (the "CIT Order") which exempted, among other things, bonds issued by corporate bodies and interest payments thereon from companies income tax for a period of 10 years from the commencement date of the CIT Order, being 2 January 2012. Given that the CIT Order expired on 02 January 2022 and has not been renewed or re-enacted, payments made to Bondholders that are corporate entities will be subject to tax at the rate of 10%. 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 corporate Bondholders as a result thereof.

Furthermore, by virtue of the Personal Income Tax (Amendment) Act 2011 ("PITA"), interest payment received by individual bondholders are generally exempt from personal income tax ("PIT"). Although PITA has not been amended, the Lagos State Internal Revenue Service, relying on a notice titled the Personal Income Tax Exemption of Holders of Bonds and Short-Term Government Securities Notice (dated 2 January 2012) issued by the Honorable Minister of Finance, has issued a notice titled "Payment of Personal Income Tax on Profit from Bonds and Short-Term Government Securities" (dated June 28, 2022),stating that PIT is now applicable on income derived and interest earned by individuals and non-limited liability entities resident in Lagos State from bonds and short-term securities with effect from January 2, 2022, except for bonds issued by the Federal Government of Nigeria. Notwithstanding the foregoing, the Bonds shall enjoy the benefits of the provisions of any re-enactment of the tax exemptions, and such extension, amendments and modifications thereof.

All investment in the Bonds is exempted from VAT pursuant to the Finance Act 2020 which specifically exempts "securities" from the definition of goods and services upon which VAT may be charged under the Value Added Tax Act, Chapter V1, LFN 2004 (as amended by the Value Added Tax (Amendment) Act No.12 2007, the Finance Act 2019, Finance Act 2020, and Finance Act 2021). On this basis, the proceeds from the disposals of the Bonds will be exempt from VAT even after the expiration of the VAT (Exemption of Proceeds of Disposal of Government and Corporate Securities) Order 2011. However, commissions payable to the SEC, the NGX and the CSCS and fees payable to professional parties will be liable to VAT. As a result, the Issuer will be required to pay VAT on commissions/fees payable to the SEC, the NGX and CSD for the registration and listing of the Bonds.

There is no capital gains tax payable upon the disposal of any Nigerian government securities, under the provisions of the Capital Gains Tax Act, Chapter C1 LFN 2004, as amended (the "CGT Act"), but capital gains tax is chargeable on the disposal of corporate bonds or other debt instruments which are not Nigerian Government securities (i.e. Federal, State and Local Government bonds). The CGT Act provides that any gain paid, used or enjoyed in or in any manner or form transmitted or brought to Nigeria shall be treated as being derived from Nigeria for the purposes of the CGT Act. In the case of an individual who is in Nigeria for a temporary purpose only and does not have any view or intent to establish his residence in Nigeria, such gain will be subject to tax if the period or sum of the periods for which he is present in Nigeria in that year of assessment exceeds 182 days.

Furthermore, section 22(4) of the Stamp Duties Act (Chapter S8) LFN 2004 (as amended by the Finance Acts of 2019, 2020 and 2021) requires stamp duty to be paid at the rates specified in the Stamp Duties Act on instruments executed in Nigeria "or relating, wheresoever executed, to any property situate or to any matter or thing done or to be done in Nigeria", failure of which such instrument will not be admissible in evidence in any civil proceedings in a Nigerian court or tribunal

In relation to Sukuks, pursuant to Regulation 12(1) of the Non-Interest Finance (Taxation) Regulations, 2022 (NIFT Regulations), the NIFT Regulations apply to Sukuk arrangements where (i) there is an arrangement between an originator or sponsor of financial securities and an investor; or (ii) a special purpose vehicle (SPV) is established solely to issue securities for the purpose of raising funds to finance a project, business venture, purchase an asset or other shariah compliant business activities; and (iii) the securities are structured based on the principles of non-interest finance that are approved by the Securities and Exchange Commission and other relevant authorities.

Consequently, for the purposes of taxation, the Sukuk arrangement above would be treated in the same manner as a conventional bond as provided under the CITA and CIT Order. Furthermore, Regulation 12(2)(b) also stipulates that an SPV established for the Sukuk issuance is subject to tax administrative procedures, including filing tax returns.

However, the tax implication is dependent on the structure of the Sukuk adopted for the relevant Series, which may include equity-based structures, and this implication will be specified in the Applicable Pricing Supplement. Consequently, Sukuk issuances may be covered by the exemptions and should therefore benefit from the existing exemptions if the benefits are still in force as at the date the Sukuks are issued under the Programme.

1. HISTORY AND KEY MILESTONES

The Company was incorporated as a public limited liability company on 4th November, 1992 as Obajana Cement PLC with registration number RC 208767. The Company changed its name from Obajana Cement PLC to Dangote Cement PLC on 14th July, 2010 and merged with Benue Cement PLC in the same year. The Company's shares were listed on the Nigerian Stock Exchange on 26th October, 2010.

In 2012, the Company increased its capacity by 5Mt/a in Obajana, thereby making it the largest cement plant in Sub-Saharan Africa. In the same year, the Company opened a 6 Mt/a plant in Ibese, Ogun State. In 2014, the Company opened Delmas and Aganang Plants in South Africa and also commenced installation of coal facilities at its Nigerian plants to mitigate costs and ensure fuel security.

In 2015, the Company expanded its operations and opened plants in Cameroon, Zambia, Senegal, Ethiopia and Tanzania. In the same year, the Company joined the Premium Board of The NGX. In 2017, the Company expanded its operations and opened plants in Sierra Leone and Congo and in the same year, the Company was assigned a first time Ba-3 local currency corporate family rating by Moody's Investors Service Inc., one-notch above the rating of the Federal Republic of Nigeria.

In 2020, the shareholders of the Company authorised the Company to undertake a share buy-back of up to 10% of its issued shares, on such terms and conditions and at such time as the Board deems fit, in accordance with the provisions of the CAMA and other relevant laws.

The Company's shareholders approved the continuation of the Share Buy-Back Programme at the Extraordinary General Meeting, which was held on 13 December 2022. This Programme, which involves the Company's buy-back of up to 10% of its issued shares, will be effected in tranches. In July 2023, the Company successfully completed Tranche I of its second share buy-back programme, repurchasing 0.71% of the outstanding shares. The execution of the Share Buy-Back Programme did not have any material impact on the Company's financial position

2. OWNERSHIP STRUCTURE

The current issued and fully paid share capital of the Company is ₦8,436,779,625.50 divided into 16,873,559,251 ordinary shares of 50 kobo each. Pursuant to the Company's share buyback programme, the Company acquired 288,352,867 ordinary shares of 50 kobo each from its shareholders. Of these shares, the Company has cancelled 166,948,153 ordinary shares, leaving 121,404,714 ordinary shares issued but not outstanding. This results in a total of 16,752,154,537 ordinary shares of 50 kobo each as issued and outstanding.

The table below sets out the outstanding issued and paid-up capital legally and/or beneficially held by shareholders holding more than 5% of the Company's ordinary shares as at 30 June 2024:

NAME OF SHAREHOLDER	NO. OF ORDINARY SHARES HELD	SHAREHOLDING (%)
Dangote Industries Limited	14,621,387,610	87.28
Stanbic IBTC Nominees Nigeria Ltd	936,082,938	5.59

The table below sets out a summary of the capital structure of the Company as at 31 December 2023:

Description ₦ (Millions)	12 months Ended 31 Dec 2023	12 months Ended 31 Dec 2022	12 months Ended 31 Dec 2021
Net Debt	477,695	385,326	225,097
Equity	1,602,964	1,491,353	983,669

The table below sets out a summary of the capital structure of the Group as at 31 December 2023:

Description ₦ (Millions)	12 months Ended 31 Dec 2023	12 months Ended 31 Dec 2022	12 months Ended 31 Dec 2021
Net Debt	521,287	422,891	225,097
Equity	1,725,840	1,078,947	983,669

3. SHARE CAPITAL HISTORY

The authorised share capital of the Company at incorporation was ₦500,000,000 (Five Hundred Million Naira) divided into 500,000,000 (Five Hundred Million) ordinary shares of ₦1 each.

The changes in the share capital of the Company since incorporation are as follows:

	ISSUED AND FULLY PAID-UP SHARE CAPITAL (₦)		CONSIDERATION
YEAR	INCREASE	CUMULATIVE	CASH / BONUS / OTHERS
1992	-	210,000,000	Cash
2001	290,000,000	500,000,000	Cash
2010	7,000,000,000	7,500,000,000	Bonus
2010	245,685,184	7,745,685,184	Share Exchange (Merger)
2011	-	7,745,685,184	No Change
2012	774,568,518	8,520,253,702	Bonus
2022	166,948,153	8, 436,779,625.50	Cancellation of Treasury Shares[7]
2022 – till date	-	8,436,779,625.50	No Change

Share buy-back

By a resolution passed on 22 January, 2020, the shareholders of the Company authorised the Company to undertake a share buy-back of up to 10% of its issued shares, on such terms and conditions and at such time as the Board deems fit, in accordance with the provisions of the CAMA and other relevant laws. Regulatory approval for the said share buy-back has been received. The Company launched the first tranche of the Programme on December 30, 2020 and same was completed on December 31, 2020. A total of 40,200,000 ordinary shares were bought back by the Company. In 2022, the Company launched tranche II and bought back 126,748,153 shares.

The Company's shareholders approved the execution of the Share Buy-Back Programme at the Extraordinary General Meeting, which was held on 13 December 2022. This Programme, which involves the Company's buy-back of up to 10% of its issued shares, will be effected in tranches. In July 2023, the Company successfully completed Tranche I of its second share buy-back programme, repurchasing 0.71% of the outstanding shares. The Company has bought back a total shares of 288,352,867, this represents 1.7% of issued shares.

4. DIRECTORS' INTERESTS

The Directors of Dangote Cement who hold shares in the Company and their respective shareholdings are as recorded in the register of members as at 30 June 2024, and confirmed by the Registrar as follows:

NAME OF DIRECTORS	NUMBER OF SHARES HELD	INDIRECT SHAREHOLDING

[7] The Shareholders authorized the cancellation of shares at the Annual General Meeting held in 2022. The Company is in the process of completing the cancellation of Treasury Shares in accordance with applicable laws.

Alhaji. Aliko Dangote, GCON	27,642,637	14,621,387,610
Mr. Olakunle Alake	10,000,000	0
Mr. Devakumar V.G. Edwin	9,000,000	0
Ms. Halima Aliko-Dangote	500,000	0
Mr. Emmanuel Ikazoboh	600,000	0
Mr. Ernest Ebi, MFR	100,000	0
Mr. Abdu Dantata	8,680	0
Mrs. Cherie Blair CBE, KC	0	0
Mr. Viswanathan Shankar	0	128,560,764
Mrs. Dorothy **Udeme** Ufot	0	0
Mr., Douraid Zaghouani	0	243,540,000
Mr. Arvind Pathak	0	0
Ms. Berlina Moroole	0	0
Mr. Alvaro Poncioni Merian	0	0

5. STATEMENT OF INDEBTEDNESS

Details of all indebtedness of the Issuer at the time of issuance of any Instruments under the Programme will be disclosed in the applicable Pricing Supplement relating to the Series or Tranche of Instruments to be issued.

6. CLAIMS AND LITIGATION

The Opinion of The Solicitor to the Issue on the Issuer's Claims And Litigation is as Follows:

For the purpose of issuing our opinion on claims and litigation against Dangote Cement Plc. (the Issuer), we requested for information in respect of matters (a) with a minimum monetary claim of NGN100,000,000.00 (One Hundred Million Naira); and (b) seeking declaration in relation to the mining leases of the Issuer (Material Litigation). Further to our request, we were provided with information and case files on 62 (Sixty-Two) litigation cases pending against the Issuer in the Nigerian courts and supplemental lists, detailing the status of the cases (the Litigation Schedule).

From our review, the Material Litigation, comprises 31 (Thirty-One) cases, in respect of which we note that (a) there are 4 (Four) cases challenging or seeking declarations in relation to the Issuer's mining leases; (b) 16 (Sixteen) cases relate to tortious claims against the Issuer for death, bodily harm and damage caused to persons and/or property, as a result of the alleged reckless driving of drivers employed by the Issuer (Tortious Matters); (c) 4 (Four) cases relate to alleged breach of fundamental human rights by the Issuer; and (d) 7 (Seven) cases relate to labour, breach of contract and breach of lease agreement by the Issuer. These cases are at various stages of hearing in various courts, and the Issuer is exploring settlement options in 2 (two) of the Material Litigation matters.

Based on our review, we note that the total amount claimed against the Issuer in relation to the Material Litigation is ₦313,354,978,839 (Three Hundred and Thirteen Billion, Three Hundred and Fifty-Four Million, Nine Hundred and Seventy-Eight Thousand, Eight Hundred and Thirty Nine Naira).); £41,930 (Forty-One Thousand Nine Hundred and Thirty Great Britain Pounds); $958,102.88 (Nine Hundred and Fifty Eight, One Hundred and Two Thousand and Eighty Eight Cents) (Material Contingent Liability Amount), excluding Tortious Matters with claims of daily accrual of damages.

In computing this amount, we have relied solely on the claims made by the Claimants in the Material Litigation matters, in order to provide an insight into the potential contingent liabilities of the Issuer from the and have not taken into consideration the potential amount of pre and post judgment interest that may be awarded in these matters.

Given the various stages at which the claims are, it is difficult to determine the likelihood of success or otherwise of the claims or the position that the courts may take on same. Nonetheless, in the opinion of the Solicitors to the Issue, any adverse decision in the Material Litigation is unlikely to have a material adverse effect on the Issuer or impair the Issuer's ability to perform its obligations in relation to the Transaction.

7. MATERIAL CONTRACTS

The following agreements have been entered into by the Issuer and are considered material to the Programme:

- A Programme Trust Deed dated 30 December 2024 between the Issuer; and ARM Trustees Limited, Quantum Zenith Trustees & Investments Limited, FBNQuest Trustees Limited and Coronation Trustees Limited (as Trustees) in connection with the establishment of the Programme.

8. DECLARATION

Except as otherwise disclosed herein:

- No share of the Issuer is under any option or agreed conditionally or unconditionally to be put under option;
- No commissions, discounts, brokerages or other special terms have been granted by the Issuer to any person in connection with the issue of Instruments under the Programme or sale of any shares of the Issuer;
- Save as disclosed herein, the Directors of the Issuer have not been informed of any shareholding representing 5% or more of the issued share capital of the Issuer;
- There are no founders, management or deferred shares or any options outstanding;
- There are no material service agreements between the Issuer and any of its Directors and employees other than in the ordinary course of business;
- There are no long-term service agreements between the Issuer and any of its Directors and employees;
- No prosecution has commenced against the Issuer or any of its subsidiaries in respect of any securities law or CAMA;
- No Director or key management personnel has been involved in any of the following (in or outside Nigeria):
    - A petition under any bankruptcy or insolvency laws filed (and not struck out) against such person or any partnership in which he was a partner or any company of which he was a director or key personnel;
    - A conviction in a criminal proceeding or is named subject of pending criminal proceedings relating to fraud or dishonesty; or

- The subject of any order, judgment or ruling of any court of competent jurisdiction or regulatory body relating to fraud or dishonesty, restraining him from acting as an investment adviser, dealer in securities, director or employee of a financial institution and engaging in any type of business practice or activity.

9. COSTS AND EXPENSES

The costs and expenses of and incidental to the establishment of the Multi-Instrument Issuance Programme including without limitation fees payable to the SEC, Professional Parties, filing fees and other expenses are estimated at ₦16,725,000.00 (Sixteen Million, Seven Hundred and Twenty-Five Thousand Naira).

Costs and expenses incurred in connection with the relevant Series will be determined at the time of each issuance. These costs are payable by the Issuer and deductible from the proceeds of the relevant Instruments issuance. This shall be specified in the relevant Vending Agreement to be issued in respect of the relevant Series under the Programme.

10. CONSENTS

The under listed 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 Shelf Prospectus:

The Directors of Dangote Cement PLC	Alhaji Aliko Dangote, GCON (Chairman) Mr. Arvind Pathak Mr. Abdu Dantata Mr. Devakumar V.G. Edwin Mr. Olakunle Alake Mr. Emmanuel Ikazoboh Mr. Ernest Ebi, MFR Mr. Douraid Zaghouani Mrs. Dorothy **Udeme** Ufot, SAN Mr. Viswanathan Shankar Mrs. Cherie Blair CBE, KC Ms. Berlina Moroole Ms. Halima Aliko-Dangote Mr. Alvaro Poncioni Merian
The Company Secretary of Dangote Cement PLC	Mr. Edward **Irekpita** Imoedemhe
Lead Issuing House	Stanbic IBTC Capital Limited
Joint Issuing Houses	Meristem Capital Limited Quantum Zenith Capital & Investment Limited United Capital Plc
Solicitors to the Issuer	Banwo & Ighodalo
Solicitors to the Transaction	Olaniwun Ajayi LP
Joint Trustees	ARM Trustees Limited Coronation Trustees Limited

	FBNQuest Trustees Limited Quantum Zenith Trustees & Investment Limited *Advised by:* *Alliance Law Firm*
Auditors	KPMG Professional Services
Reporting Accountant	PricewaterhouseCoopers
Registrar	Coronation Registrars Limited
Rating Agency	Global Credit Rating Company Limited

11. Documents Available For Inspection

This Shelf Prospectus as well as copies of the underlisted documents may be inspected at the registered office of the Issuer and at the respective offices of Issuing Houses as listed on page 21 during normal business hours (between 8:00a.m. and 5:00p.m.) on any Business Day from the date of this Shelf Prospectus throughout the Validity Period:

a) Certificate of Incorporation of the Company;

b) The Memorandum and Articles of Association of the Company;

c) Written Board Resolution dated May 27 , 2024 authorising the Programme;

d) The Audited Financial Statements of the Company for each of the 3 years up to the year ended 31st December, 2023;

e) The unaudited H1 management accounts of the Company for the period ended June 30, 2024;

f) The Reporting Accountants' Reports on Audited Accounts of the Company for 3 years up to the year ended 31st December, 2023;

g) The material contracts referred to in section 21.7 of this Shelf Prospectus;

h) The schedule of claims and litigation involving the Company together with the opinion of the Solicitors to the Transaction prepared in connection therewith;

i) The written consents of the Parties referred to in section 21.10 of this Shelf Prospectus;

j) Letter from the SEC confirming the registration of this Shelf Prospectus;

k) The Programme Trust Deed; and

l) The Rating Report issued by Global Credit Rating Company Limited in respect of the Issuer.

12. Relationship Between The Company And Its Advisers

Except as disclosed in this Shelf Prospectus, the Issuer is not related to any of its advisers (the Professional Parties) other than in the ordinary course of business.

13. Related Party Transactions

The details of related party transactions are contained in the Financial Statements and are incorporated by reference.

14. Extract of Articles of Association of the Company

Borrowing Powers

31. The Director shall have unlimited powers to borrow money on behalf of the company and may exercise all the powers of the company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the company or of any third party.

32. The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board of Directors and in the presence of at least one Director and the Secretary or such other person as the Director may appoint for the purpose, and the Director and Secretary or other person as aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.

15. PLEDGED ASSETS

The Company has an all-asset debenture over the fixed and floating assets of the Company.

16. DEBTORS AND CREDITORS

As of June 30, 2024, creditors constituting 5% and above of the Company's total debt (equivalent to circa ₦77,810,319,323.13 (Seventy-Seven Billion, Eight Hundred and Ten Million, Three Hundred and Nineteen Thousand, Three Hundred and Twenty-Three Naira, Thirteen Kobo)); and debtors constituting 5% and above of the Company's total credit (i.e. trade and other receivables, equivalent to circa ₦5,343,630,243.09 (Five Billion, Three Hundred and Forty-Three Million, Six Hundred and Thirty Thousand, Two Hundred and Forty Three Naira, Nine Kobo).

Vendors name	Amount	Percentage
NNPC GAS MARKETING L	53,166,987,375.47	33%
SINOMA INTERNATIONAL	13,871,933,054.04	9%
ANDAZ LIMITED	10,771,398,893.62	7%

Customer Name	Amount	Percentage
BG - CCECC NIGERIA LIMITED	2,606,262,582.73	20%
BG - Julius Berger Nigeria PLC	1,125,406,000.67	9%
CC - RANJY CONST. & FOUNDATION (RCF	910,692,660.70	7%
BG-KABIRU ISAH AHMED NIG. LTD.	701,268,998.99	5%

17. MERGERS AND ACQUISITIONS

In 2010, the Issuer concluded its merger with Benue Cement Company PLC, an entity that was the Issuer's affiliate at the time. The merger afforded the enlarged resultant entity (the Issuer) certain benefits including better access to financing, operational efficiencies, improved management efficiencies, economies of scale, value creation and an enlarged cement production platform. The listing of the shares of the enlarged entity, (valued at ₦2.13 trillion) on The NGX was the largest listing on The NGX at the time accounting for approximately one-third of the total capitalization of The NGX.

Except as disclosed herein, as at the date of this Shelf Prospectus, the Directors are not aware of the following during the preceding financial year or the current financial year:

- A merger or takeover by third parties in respect of the Company's securities; and
- A merger or takeover by the Company in respect of another Company's securities.

18. ISSUED AND OUTSTANDING DEBT SECURITIES OF THE ISSUER

The table below reflects the number, description and outstanding amount of any previous issuance of debt securities by the Company:

DESCRIPTION	AMOUNT ISSUED	AMOUNT OUTSTANDING	REDEMPTION BASIS	ISSUE DATE	TENOR (DAYS)	YIELD

Series 13 Commercial Paper	23,206,861,000.00	23,206,861,000.00	Bullet	17-Apr-24	182	9.00%
Series 14 Commercial Paper	42,085,365,000.00	42,085,365,000.00	Bullet	17-Apr-24	265	10.00%

DESCRIPTION	AMOUNT ISSUED	AMOUNT OUTSTANDING	REDEMPTION BASIS	ISSUE DATE	TENOR (YEARS)	COUPON RATE
Series 1 Bonds	100,000,000,000.00	100,000,000,000.00	Bullet	24-Apr-20	5	12.50%
Series 1 Tranche B Bonds	10,448,750,000.00	10,448,750,000.00	Bullet	26-May-21	5	12.50%
Series 2 Tranche A Bonds	4,269,000,000.00	4,269,000,000.00	Bullet	27-Apr-22	5	11.85%
Series 1 Tranche C Bonds	35,908,050,000.00	35,908,050,000.00	Bullet	26-May-21	7	13.50%
Series 2 Tranche B Bonds	23,335,000,000.00	23,335,000,000.00	Bullet	27-Apr-22	7	12.35%
Series 2 Tranche C Bonds	88,396,000,000.00	88,396,000,000.00	Bullet	27-Apr-22	10	13.00%

19. AUTHORISATION OF THE PROGRAMME

By a written resolution of the Board dated May 27, 2024, the Board authorized the establishment of a capital raising programme in an amount up to ₦300,000,000,00 (Three Hundred Billion Naira). The extract of the resolution of the Board is as follows:

1) That the Company be and is hereby authorized to establish a capital raising programme in an amount of up to ₦300,000,000,000 (Three Hundred Billion Naira) (the "**Programme**"), for the issuance whether directly and /or through a special purpose vehicle(s) of sukuks, investment certificates, bonds, green bonds, notes or other debt, equity, debt-linked, equity-linked, credit-linked, or other hybrid securities, whether convertible, redeemable, senior, secured, unsecured, preferred or other types of securities by way of 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), profit, rental or returns (where applicable) and within such maturity periods, at such dates and time and upon such other terms and conditions as may be determined by the Management of the Company (the "**Management**") and in compliance with applicable rules and regulations, subject to obtaining all requisite approvals from relevant regulatory authorities;
2) That, further to the establishment of the Programme by the Company, the Company be and is hereby authorised to raise capital of up to ₦100,000,000,000 (One Hundred Billion Naira) under the Programme (the "**Series 1 Bonds**") in such tranches and on such other terms and conditions as the Management may deem fit or determine, subject to obtaining the approvals of the relevant regulatory authorities;
3) 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;
4) That any 2 (two) Directors of the Company; a Director and the Company Secretary or other authorised officers of the Company be and are hereby authorized to enter into and/or sign/execute all agreements, deeds, notices and any other documents to be issued by the Board, appoint such professional parties and advisers, perform all such acts and do such other things as may be required for giving effect to the above resolutions, including without limitation, complying with the directives of any regulatory authority and making any statutory or regulatory filings necessary for or incidental to the Programme or the Series 1 Bonds;
5) That the Management be and is hereby authorized to take all steps and do all acts to give effect to the Programme and the Series 1 Bonds as necessary or incidental to, or required for effecting the resolutions set out above;
6) That all lawful acts undertaken by the Management or the Board prior to the date of this resolution in connection with the Programme be and are hereby approved and ratified; and
7) That this resolution may be executed in counterparts, each of which, when so executed, shall be deemed an original, and all of which, together, shall constitute one and the same resolution.

Selling Restrictions, Listing, Clearing, Settlement And Transfer Of Instruments

10.2.1 Selling Restrictions

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

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

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

10.2.2 Official Listing On A Stock Exchange

Instruments may be unlisted or listed on a recognized stock exchange such as FMDQ Exchange, NGX and/or relevant stock exchanges. Each Series or Tranche may be admitted to the Daily Official List / Daily Quotations List, and to daily trading by NGX / FMDQ Exchange separately as and when issued, subject to the approval of the SEC and the NGX / FMDQ Exchange as may be applicable. As set out herein, this Shelf Prospectus and any supplement thereto will only be valid for the admission of the Instruments to the Daily Official List / Daily Quotations List (and to trading on The Exchange/ FMDQ Exchange and/or any relevant stock exchange) in an aggregate nominal amount which when added to the aggregate nominal amount then outstanding of all Instruments previously or simultaneously issued under the Programme, does not exceed ₦300,000,000,000 (Three Hundred Billion Naira) or its equivalent.

10.2.3 Clearing System And Settlement

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

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

10.2.4 Cash Settlement

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

10.2.5 Transfer Of Instruments

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

10.2.6 Criteria For Determining The Price Of The Instruments

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

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

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

The following are extracts from the Programme Trust Deed:

2 APPOINTMENT OF TRUSTEES

2.1 The Issuer hereby appoints the Trustees to act as the representatives, and for the benefit, of the Instrumentholders to hold the benefit of the covenants, rights and other obligations on the part of the Issuer herein contained for the benefit of the Instrumentholders and themselves (according to their respective interests) in accordance with the terms of this Programme Trust Deed and the relevant Series Trust Deed.

2.2 Any sums received by the Trustees from the Issuer shall be received on trust in accordance with the provisions of this Deed.

2.3 By execution of this Deed, the Trustees accepts and agrees to enforce the powers and perform the duties and obligations of the Trustees specifically set out in this Deed and generally provided for in the Trustee Investments Act, and SEC Rules and Regulations.

2.4 For any Series of Sukuk to be issued pursuant to this Deed, the Issuer Trustee shall enter into a Declaration of Trust with the Delegate Trustee in respect of the relevant Trust Assets for that Series of Sukuk as provided in the Final Terms for such Sukuk issuance.

3 DECLARATION OF TRUST

3.1 The Trustees:

(a) Each of the Bond Trustees hereby accepts the appointment and agrees to hold the benefit of the covenants and other obligations on the part of the Issuer herein contained on trust for the Bondholders subject to the terms of this Programme Trust Deed and the relevant Series Trust Deed.

(b) The Issuer undertakes that no later than the Issue Date of any Series of Sukuk, it shall procure that, where applicable, the special purpose entity is stablished as the Issuer or the Issuer enters into a Declaration of Trust with the Delegate Trustee(s) in respect of the relevant Trust Assets for that Series of Sukuk.

(c) Each Delegate Trustee hereby agrees to accept any appointment made pursuant to paragraph (a) and to be bound by the powers, duties and obligations specifically set forth in the relevant Declaration of Trust.

3.2 Duration of Trust: For the avoidance of doubt, the parties to this Programme Trust Deed agree that the common law rule against perpetuities will apply to the trusts constituted under this Programme Trust Deed and any Series Trust Deed and that the Trust Deeds shall not endure beyond 21 years from their respective dates of its creation. The trusts created by this Programme Trust Deed and any Series Trust Deed shall remain in full force and effect until the date on which, following the redemption of all Instruments issued pursuant to the Programme, the Trustees unconditionally confirm in writing to the Issuer that there is no longer any outstanding Indebtedness owing by the Issuer under the Programme; or the date on which the Trustees receive unconditional confirmation in writing from the Registrar that the Instrumentholders have been paid all outstanding obligations.

Utilisation of Proceeds: The Issuer shall use the net proceeds from the issue of each Series (after deduction of the costs and expenses incurred in connection with the issuance of such Series) in accordance with the provisions of the applicable Final Terms, provided that the issue of Green Bonds shall be used strictly for financing or refinancing of Green Projects in accordance with the relevant SEC regulations.

4 AMOUNT AND ISSUE OF THE INSTRUMENTS

4.1 Amount of the Instruments: The Instruments will be issued in Series in an aggregate nominal amount from time to time outstanding not exceeding the Programme Limit and for the purpose of determining such aggregate nominal amount, the provisions of the Final Terms shall apply. Any Instruments issued under the Programme shall be constituted by the relevant Series Trust Deed without further formality, but shall have all the benefits of this Programme Trust Deed.

4.2 Prior to each Issue Date: By not later than 3.00 p.m. (Nigerian time) on the fifth Business Day preceding each proposed Issue Date of the Instrument for each Series, the Issuer shall:

(a) deliver or cause to be delivered to the Trustees a draft of the relevant Pricing Supplement or Supplementary Shelf Prospectus and, if applicable, notify the Trustees of any proposed changes to the draft Final Terms delivered to the Trustees;

(b) deliver or caused to be delivered to the Trustees, legal opinions (in form and substance satisfactory to the Trustees) or supporting authorizations or approvals of the issuance of that Series of Instrument, as may be required by the Trustees; and

(c) notify the Trustees in writing without delay of the Issue Date and the nominal amount of the Instrument of the relevant Tranche.

The Trustees shall not be required in any case to approve such Final Terms.

4.3 Issue of Instruments: The Bonds shall be issued by way of a public offer or private placement either through an auction, a pre-pricing process, underwriting process, book building process and / or any other such methods as shall be set out in more detail in the relevant Supplementary Shelf Prospectus or Pricing Supplement.

4.4 Senior and Subordinated Bonds: Any Series of the Bonds may be Senior Instruments, Subordinated Instruments, or guaranteed under terms to be provided in the applicable Final Terms.

4.5 Sukuk: Any Series of Sukuk may be Sukuk structures approved by the SEC as set out in the Final Terms.

5 CONSTITUTION OF THE INSTRUMENTS AND SEPARATE TRUSTS

5.1 Any Series of Instruments issued under the Programme shall be supplemented by a separate trust deed applicable to each Series of Instruments. The Issuer shall execute (and procure that the Issuer Trustee executes, in respect of a Series of Sukuk) and deliver such Series Trust Deed to the Trustees containing such provision (whether or not corresponding to any of the provisions contained in this Programme Trust Deed) as the Trustees may require. Each Series Trust Deed shall set out the form of the Series of Instruments to be so issued thereby and shall be accompanied by legal opinions (in form and substance satisfactory to the Trustees) or supporting authorisations or approvals as may be required by the Trustees.

5.2 The Bonds of each Series shall form a separate Series and cover a separate class of Bonds and accordingly, all the provisions of this Programme Trust Deed shall apply mutatis mutandis separately and independently to the Bonds of each Series and in such Clauses and Schedule the expressions "Bonds", and "Bondholders" shall be construed accordingly.

5.3 The Sukuk of each Series shall form a separate Series and cover a separate class of Sukuk and accordingly, all the provisions of this Programme Trust Deed shall apply mutatis mutandis separately and independently to the Sukuk of each Series and in such Clauses and Schedule the expressions "Sukuk", and "Sukukholders" shall be construed accordingly.

5.4 Each Series Trust Deed shall apply separately and independently to the Instruments of each respective Series.

5.5 The Trustees or Delegate Trustees (with respect to Sukuk) shall hold the benefit of the payment obligation of the Issuer/Issuer Trustee on trust for the Instrumentholders of the applicable Series of Instruments in accordance with the terms and conditions of each Series Trust Deed.

5.6 The name of each Series will commence with the word "Series" and will be followed by a number in consecutive order of issuance of the Series (for example the first Series will be known as the "Series 1 Bonds" or "Series 1 Sukuk" and the second Series will be known as the "Series 2 Bonds" or "Series 2 Sukuk".

5.7 If there is any conflict between the provisions of a Series Trust Deed relating to a particular Series and the provisions of this Programme Trust Deed, the provisions of the Series Trust Deed shall prevail over the provisions of this Programme Trust Deed in respect of the relevant Series.

6 COVENANT TO PAY

6.1 Covenant to pay on the Bonds: The Issuer covenants with the Bond Trustees that it shall, in accordance with the relevant Final Terms of any Series of Bonds, unconditionally pay or procure to be paid to or to the order of the Bond Trustees in immediately available freely transferable funds in Nigerian Naira (or such other currency specified in the relevant Final Terms), the Principal Amount Outstanding of the Bonds of such Series or any of them becoming due for payment on that due date and shall (subject to the Conditions and except in the case of Zero Coupon Bonds) until all such payments (after as well as before any judgment or other order of any court of competent jurisdiction) are duly made, unconditionally pay or procure to be paid to or to the order of the Bond Trustees as aforesaid on the dates provided for in the Conditions interest on the Principal Amount (or such other amount as may be specified in the relevant Final Terms) of the Bonds or any of them of such Series outstanding from time to time as set out in the Conditions (subject to Clause 6.5 (Interest on Floating Rate Bonds following Event of Default)) provided however that:

(a) every payment of principal or interest in respect of such Bonds or any of them made to the Bond Trustees or, as the case may be, the Registrar in the manner provided in the applicable Final Terms shall satisfy, to the extent of such payment, the relevant covenant by the Issuer contained in this Clause except to the extent that there is default in the subsequent payment thereof to the relevant Bondholders in accordance with the Conditions;

(b) if any payment of principal or interest in respect of such Bonds or any of them is made after the due date, payment shall be deemed not to have been made until either the full amount is paid to the relevant Bondholders or, if earlier, the fifth day after notice has been given to the relevant Bondholders in accordance with the Conditions that the full amount has been received by the Registrar or the Bond Trustees except, in the case of payment to the Registrar, to the extent that there is failure in the subsequent payment to the Bondholders under the Conditions; and

(c) in any case where payment of the whole or any part of the Principal Amount Outstanding in respect of any Bond is improperly withheld or refused on the Redemption Date (other than in circumstances contemplated by proviso (b) above) , interest shall continue to accrue on the whole or such part of such Principal Amount (except in the case of Zero Coupon Bonds, to which the provisions of Condition 6 shall apply), from the date of such withholding or refusal until the date either on which such Principal Amount Outstanding is paid to the relevant Bondholders or, if earlier, the fifth day after which notice is given to the relevant Bondholders in accordance with the Conditions that the full amount payable in respect of the said Principal Amount is available for collection by the relevant Bondholders, such payment is in fact made.

The Bond Trustees will hold the benefit of this covenant and the covenants in Clause 9 (Covenant to comply with the Programme Trust Deed) in trust for the Bondholders in accordance with their respective interests.

6.2 Covenant to pay on the Sukuk: The Issuer Trustee acknowledges that it is obliged, in its respective capacity to make certain payments under the Sukuk Documents. Accordingly, the Issuer Trustee acknowledges and agrees that the Delegate Trustees as agents of the Issuer Trustee shall have direct recourse against the Issuer in its capacity as Issuerto recover such payments. Where the net proceeds of realisation of, or enforcement of, the Trust Assets are not sufficient to make all payments due in respect of the Sukuk following the distribution of such proceeds, and there remains a shortfall in payments due under the Sukuk, subject to Condition 18 of the Sukuk Conditions, no Sukukholder will have any claim against the Issuer Trustee (to the extent that the Trust Assets have been exhausted); the Issueror the Delegate Trustees (to the extent that each fulfils all of its obligations under the Transaction Documents to which it is a party) or against any assets (other than the Trust Assets to the extent not exhausted) in respect of such shortfall, and any unsatisfied claims of the Sukukholders shall be extinguished. The Issuer Trustee, the Delegate Trustees and the Sukukholders shall only be entitled to deal with the Trust Assets as expressly permitted by the Sukuk Documents, and the Sukuk Condition, and the sole right of the Delegate Trustees and, subject to Condition 18 of the Sukuk Conditions, the Sukukholders against the Issuer Trustee (shall be to enforce their obligations in their respective capacities under the Sukuk Documents.

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

6.4 Events of Default:

At any time after any Event of Default or Potential Event of Default shall have occurred,

(a) the Bond Trustees may, in respect of the Bonds, by notice in writing to the Issuer and the Registrar, require the Registrar:

(i) to act thereafter as agent of the Trustees under the provisions of this Programme Trust Deed (with consequential amendments as necessary and save that the Trustees' liability under any provisions thereof for the indemnification, remuneration and payment of out-of-pocket expenses of the Registrar shall be limited to a sum equal to the amounts for the time being held by the Trustees on the trusts of this Programme Trust Deed in relation to the Bonds on the terms of this Programme Trust Deed and available to the Trustees for such purpose) and thereafter to hold all Bonds and all sums, documents and records held by it in respect of Bonds on behalf of the Trustees; and/or

(ii) to deliver up all Bonds and all sums, documents and records held by it in respect of Bonds to the Trustees or as the Trustees shall direct in such notice provided that such notice shall be deemed not to apply to any document or record which the Registrar is obliged not to release by any law or regulation.

(b) the Delegate Trustees, may exercise the powers and rights conferred on the Issuer Trustee in any capacity under the Sukuk Documents, and the Issuer Trustee shall procure that the Declaration of Trust authorises the Delegate Trustees to act in accordance with the foregoing.

6.5 Interest on Floating Rate Bonds following Event of Default: If Floating Rate Bonds become immediately due and repayable under Condition 10 (Events of Default) of the Bond Conditions the rate and/or amount of interest payable in respect of them will be calculated at the same intervals as if such Bonds had not become due and repayable, the first of which will commence on the expiry of the Interest Period (as defined in the Bond Conditions) during which the Bonds become so due and repayable in accordance with Condition 10 (Events of Default) of the Bond Conditions (with consequential amendments as necessary).

6.6 Currency of payments: All payments in respect of, under and in connection with this Programme Trust Deed and the Instruments to the relevant Instrumentholders shall be made in Nigerian Naira (or such other currency specified in the relevant Final Terms) as required by the relevant Conditions and subject to compliance with all applicable legal or regulatory requirements.

7 THE INSTRUMENTS

7.1 Form of the Instruments: The Instruments shall be in registered form, made eligible for admission to listing on an Exchange and issued in accordance with applicable legal and stock exchange listing authority and/or quotation system requirements and unless otherwise specified in any Final Terms, the Instruments shall be issued in uncertificated (dematerialised or book entry) form, which shall be registered with a separate securities identification code with the Depositary and evidenced by credit into the Instrumentholder's Securities Account.

7.2 Certificates: Where so specified in the Final Terms, the Instruments may also be issued in certificated form, with Certificates printed in accordance with applicable legal, stock exchange, listing authority and/or quotation system requirements substantially in the form set out in Schedule 3 (Form of Bond Certificate) for the bonds and Schedule 3 (Form of Sukuk Certificate) for the Sukuk. Certificated Bonds will be endorsed with the relevant Conditions and the form of transfer substantially in the form set out in Schedule 7 (Transfer Form).

7.3 Conditions applicable: All the terms and conditions contained in the relevant Conditions shall be applicable to each Instrument issued under the Trust Deeds, whether issued in dematerialised form or not.

7.4 Signature: The Bond Certificates will be signed manually by a duly authorised Person designated by the Issuer and will be authenticated manually by or on behalf of the Registrar. The Issuer Trustee shall procure that Sukuk Certificates will be signed manually by a duly authorised person designated by the Issuer Trustee and will be authenticated manually by or on behalf of the Registrar. Certificates so executed and duly authenticated will be binding and valid obligations of the Issuer or Issuer Trustee, as the case may be.

7.5 Ranking: The ranking of the Instruments as and when issued shall be as specified in the Final Terms.

7.6 E-allotment:

(a) Upon allotment, each Instrumentholder will receive an E-allotment statement issued by the Registrar or Depositary confirming the Instrumentholders' aggregate interests in the Instrument. In the case of joint Instrumentholders, the joint Bondholders shall be entitled to only one E-allotment statement for Instrument Certificates held jointly by them. Such statement shall be issued in the names of the joint Instrumentholders and the delivery of a statement to one of the joint Instrumentholders shall be sufficient delivery to all such Instrumentholders.

(b) Statements issued by the Registrar or Depositary as to the aggregate value of the Instrument standing to the credit of any Instrumentholder shall be conclusive and binding for all purposes save in the case of manifest error and such Person (or his legal representatives) shall be treated by the issuer of the Instrument, the Trustee(s), the Registrar, or Depositary as the legal owner of the Instrument for all purposes.

7.7 Title: The registered Holder of any Instrument will (except as otherwise required by law) be treated as the absolute owner of the Instrument registered in its name for all purposes (whether or not any payment thereon is overdue and regardless of any notice of ownership, trust or any interest or any writing on, or the theft or loss of, the Instrument) and no Person will be liable for so treating the holder of any Instrument. The registered holder of an Instrument will be recognised by the relevant Trustees as entitled to his Instrument free from any equity, set-off or counterclaim on the part of the Issuer against the original or any intermediate holder of such Instrument.

7.8 Notice of trust: The Instrumentholders shown in the records of the Registrar (or its legal representatives) 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 relevant Series Trust Deed.

7.9 Listing of Sukuk: Subject to the terms of the relevant Sukuk Documents, receipt of confirmation by the Delegate Trustees of drawdown of the Sukuk issue proceeds, upon election by the Issuer Trustee and the approval of the relevant Exchange, the Sukuk Certificates shall be admitted to listing, trading and/or quotation on the relevant Exchange as agreed by the Issuer Trustees and the Delegate Trustees.

7.10 Limited recourse in respect of the Sukuk: The proceeds of the Trust Assets are the sole source of payments of the Sukuk. The Sukuk do not represent an interest in or obligation of any other asset of the Issuer Trustee or Delegate Trustees, or their respective affiliates. Accordingly, the Sukukholders, by subscribing for or acquiring the Sukuk, acknowledge that they will have no recourse to any other assets of the Issuer Trustee or Delegate Trustees other than the Trust Assets and other than as provided in clause 6.2 of this Programme Trust Deed.

7.11 Status of the Instruments: The Instruments constitute direct, general, and irrevocable obligations of the Issuer, as may be specified in the relevant Final Terms.

7.12 Minimum Subscription of Instruments: The minimum subscription of the Instruments shall be as specified in the relevant Series Trust Deed.

7.13 Coupon Rate: The Coupon payable in respect of the Instruments shall be specified in the relevant Series Trust Deed.

7.14 Periodic Distribution: The basis for calculating any Distribution Period in respect of the Sukuk shall be as specified in the relevant Final Terms.

8 AGREEMENT AND RIGHTS OF SUKUKHOLDERS

Agreement of Sukukholders

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

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

b) all payments due under the Sukuk shall be made by the Delegate Trustees or the Registrar as a direct obligation of the Issuer, from the proceeds of the Trust Assets, in accordance with paragraph 13.1 of the Sukuk Conditions;

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

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

8.2 Rights of Sukukholders

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

b) The Sukukholders shall not have any right against the Delegate Trustees in respect of their investments except such rights as are expressly conferred upon them by the Declaration of Trust, the Sukuk Conditions or by any law, subsidiary legislation, regulation or any order of court.

c) A Sukukholder shall have the right to share in the benefits from the Trust Assets proportionate to the number of its beneficial ownership interests in the Trust Assets.

d) Only persons who have been duly registered in the Register maintained by the Registrar as Sukukholders shall have the right to be recognised as such.

e) A Sukukholder shall have the right to pledge, charge, mortgage, or otherwise offer its Sukuk as security for a debt, a loan or an obligation and in any such case the Sukukholder shall notify the Delegate Trustees, the Registrar and the Depositary, in writing, of the pledge, charge, mortgage or obligation.

9 COVENANT TO COMPLY WITH THE PROGRAMME TRUST DEED

9.1 Covenant to comply with the Programme Trust Deed: The Issuer/Issuer Trustee and the Trustees hereby covenant with each other that they will comply with all those provisions of this Programme Trust Deed and the Conditions which are expressed to be binding on them and to perform and observe the same. The Instruments are subject to the provisions contained in this Programme Trust Deed that are applicable to them, and the Instruments of each Series are subject to the provisions of the relevant Series Trust Deed, all of which shall be binding upon the Issuer and/or Issuer Trustee (as applicable), the Trustees, the Instrumentholders and all persons claiming through or under them respectively.

9.2 Trustee may enforce Conditions: The Trustees shall themselves be entitled to enforce the obligations of the Issuer and the Issuer Trustee under the Instruments and the respective Conditions as if the same were set out and contained in this Programme Trust Deed which shall be read and construed as one document with the relevant Instrument.

11 COVENANTS BY THE ISSUER

The Issuer hereby covenants with the Trustees that, so long as any Instruments remain outstanding, it shall:

11.1 Terms and Conditions: Comply with and perform all of its obligations under this Programme Trust Deed.

11.2 Books of account: At all times keep such books of account as may be necessary to comply with all Applicable Laws so as to enable its financial statements to be prepared, and upon an Event of Default or a Material Adverse Effect or if the Trustees reasonably believe that an Event of Default has or may have occurred or may be about to occur, allow the Trustees and any Person appointed by them free access to the same at all reasonable times during normal business hours and to discuss the same with responsible officers of the Issuer, provided further that the Trustees shall only use information so obtained in connection with the performance of their duties under this Deed or by operation of law and shall be subject to any limitations on disclosure and duties of confidentiality imposed by law or government authority, provided that the Issuer shall not be obliged to disclose confidential information in relation to any of its customers or suppliers;

11.3 Event of Default: Give notice in writing to the Trustees immediately upon becoming aware of any Event of Default or Potential Event of Default and without waiting for the Trustees to take any further action;

11.4 Certificate of Authorised Signatories: Provide to the Trustees within fourteen (14) days of any written request by the Trustees (or such longer period as the Trustees may determine), a certificate signed by two Authorised Signatories of the Issuer, certifying that having made all reasonable enquiries, to the best of the knowledge, information and belief of the Issuer up to a specified date not earlier than seven (7) days prior to the date of such certificate (the "Certified Date"):

(a) it has complied with its obligations under this Programme Trust Deed (or, if such is not the case, given details of the circumstances of such non-compliance);

(b) that as at such date there did not exist nor had there existed at any time prior thereto since the Certified Date in respect of the previous such certificate (or, in the case of the first such certificate, since the date of this Programme Trust Deed) any Event of Default or Potential Event of Default of which such Authorised Signatories are or should have been aware, or (if such is not the case) specifying the same;

and the Trustees may, without enquiry, rely on such certificate without any liability for so doing;

11.5 Consolidated Accounts: Procure that the Auditors prepare and deliver to the Trustees at the time of issue of every audited consolidated balance sheet of the Issuer;

11.6 Financial statements: Send to the Trustees, the Rating Agency and the Registrar, (i) as soon as they become available, but in any event within one hundred and twenty (120) days after the end of each financial year, two copies of its audited financial statements for that financial year; and (ii) (if the same are produced), two copies of every balance sheet, profit and loss account, report or other notice, statement or circular (other than its audited financial statements), issued to its shareholders and creditors or to holders of securities other than shareholders as soon as practicable after the issue or publication thereof, and procure that the same are made available for inspection by Instrumentholders at the head offices of the Registrars as soon as practicable thereafter;

11.7 Information:

(a) within ten (10) Business Days upon becoming aware of them, make available to the Trustees details of any litigation, arbitration or administrative proceedings or proceedings before, or action by, any Authority, which are current, threatened or pending and which might, if adversely determined, have a Material Adverse Effect;

(b) within ten (10) Business Days of filing executed documents with the SEC, make available to the Trustees copies of all documents filed with the SEC in respect of the Issue;

(c) within ten (10) Business Days of its receipt, make available to the Trustees copies of all material documents, other material communications and information or any event which relates to or might have a Material Adverse Effect, given or received by it from any Person;

(d) send to the Trustees two copies of every balance sheet, profit and loss account, report or other notice, statement or circular sent to the shareholders of the Issuer as soon as practicable after the issue or publication of such documents; and

(e) so far as permitted by Applicable Law, at all times give to the Trustees such information as the Trustees may reasonably request in writing in connection with the performance of its functions under this Deed;

11.8 Further Acts: So far as permitted by Applicable Law, do such further things as may be necessary in the opinion of the Trustees to give effect to this Programme Trust Deed and the applicable Series Trust Deed.

11.9 Bonds held by Issuer: Deliver to the Trustees within fourteen (14) days of being so requested in writing by the Trustees a certificate of the Issuer (signed on its behalf by two Authorised Signatories) setting out the total aggregate Principal Amount of Instruments of each Series which at the date of such certificate are held by or for the benefit of the Issuer, or any of its Subsidiaries and the Trustees may rely upon such certificate without any liability for so doing;

11.10 Execution of further Documents: So far as permitted by Applicable Law, at all times execute all such further documents and do all such further acts and things as may be necessary at any time or times in the opinion of the Trustees to give effect to the provisions of this Deed;

11.11 Notices to Instrumentholders: Send or procure to be sent to the Trustees not less than three (3) Business Days prior to the date of publication, for the Trustees' approval, one copy of each notice to be given to the Instrumentholders in accordance with the Conditions and, upon publication, send to the Trustees two (2) copies of such notice;

11.12 Notification of late payment: In the event of the unconditional payment to the Trustees of any sum due in respect of the Instruments or any of them being made after the due date for payment thereof, forthwith give notice to the Instrumentholders that such payment has been made (unless the Trustees deems the giving of such notice to be unnecessary);

11.13 Notification of redemption or payment: Not less than the number of days specified in the relevant Condition prior to the Redemption Date, Payment Date or Periodic Distribution Date (as applicable) in respect of any Instrument give to the Trustees notice in writing of the amount of such redemption or payment pursuant to the Conditions and duly proceed to redeem or pay such Instruments accordingly;

11.14 Obligations of Registrar: Observe and comply with its obligations, and use all reasonable endeavours, to procure that the Registrar observes and complies with all its obligations and maintains a Register and notifies the Trustees immediately it becomes aware of any material breach or failure by the Registrar in relation to the Instruments;

11.15 Change in Registrar: Give at least fourteen (14) days' prior notice to the Trustees of any change or any future appointment, resignation or removal of the Registrar and not make any such appointment or removal without the written approval of the Trustees.

11.16 Change of taxing jurisdiction: If before the Relevant Date for any Instrument the Issuer shall become subject generally to the taxing jurisdiction of any territory or any political sub-division thereof or any authority therein or thereof having power to tax other than or in addition to the Nigerian tax authorities, immediately upon becoming aware thereof it shall notify the Trustees of such event and (unless the Trustees otherwise agrees) enter (as soon as practicable thereafter) into a trust deed supplemental hereto, giving to the Trustees an undertaking or covenant in form and manner satisfactory to the Trustees in terms corresponding to the terms of Condition 13 (Taxation) and Condition 16 (Taxation) of the Bond and Sukuk Conditions with the substitution for the references therein to Nigeria or of references to that other or additional territory to whose taxing jurisdiction, or that of a political subdivision thereof or an authority therein or thereof, the Issuer shall have become subject as aforesaid, such trust deed also to modify Condition 13 (Taxation) and Condition 16 (Taxation) of the Bond and Sukuk Conditions so that such Condition shall make reference to that other or additional territory;

11.17 Listing: At all times use its reasonable endeavours to maintain the admission to listing, trading and/or quotation of the Instruments of each Series by the relevant Exchange on which they are admitted to listing, trading and/or quotation on issue, as indicated in the applicable Final Terms or, if it is unable to do so having used its reasonable endeavours or if the maintenance of such admission to listing, trading and/or quotation is agreed by the Trustees to be unduly burdensome or impractical, use all reasonable endeavours to obtain and maintain admission to listing, trading and/or quotation of the Instruments on such other competent authority, stock exchange and/or quotation system as the Issuer may (with the approval of the Trustees) decide and give notice of the identity of such other competent authority, stock exchange and/or quotation system to the Instrumentholders;

11.18 Authorised Signatories: Upon the execution hereof and thereafter forthwith upon any change of the same, deliver to the Trustees (with a copy to the Registrar) a list of the Authorised Signatories of the Issuer, together with certified specimen signatures of the same;

11.19 Payments: Pay moneys payable by it to the Trustees hereunder without set off, counterclaim, deduction or withholding, unless otherwise compelled by law;

11.20 Approvals, consents, etc.: Maintain, obtain and promptly renew from time to time when necessary all such authorisations, approvals, consents and licences and satisfy such (if any) other requirements as may be necessary or desirable under any Applicable Law, to enable the Issuer to carry on its business save for where non-renewal will not result in Material Adverse Effect and for the Issuer to perform its obligations under this Programme Trust Deed and any Series Trust Deed or for the continuing validity and enforceability of the Instruments, this Programme Trust Deed and any Series Trust Deed;

11.21 Corporate Existence: Preserve and keep in full force and effect its corporate existence and at all times comply in all material respects with all laws and regulations, non-compliance with which could (in the opinion of the Trustees) be materially prejudicial to the interest of Instrumentholders; and

11.22 Merger: Not enter into any amalgamation, demerger, merger or corporate reconstruction without the consent of the Trustees (such consent not to be unreasonably withheld), provided that:

(a) no consolidation, corporate reconstruction, merger or other change in status of the Issuer shall be interpreted to avoid the obligations herein imposed on the Issuer and in the event (if any) of any change in status of the Issuer, the successor-in- title of the Issuer shall be held and deemed responsible for the due performance of the obligations herein intended by this Programme Trust Deed and any Series Trust Deed. PROVIDED that if required by the Trustees, the Issuer shall expressly assume by a supplemental trust deed to the Programme Trust Deed and any Series Trust Deed, in form and substance satisfactory to the Trustees, all of the obligations of the Issuer under the Programme Trust Deed;

(b) immediately before and after giving effect to such consolidation or merger, no Event of Default shall have occurred and be continuing;

(c) the Issuer or such successor person, as the case may be, shall have delivered to the Trustees, a certificate signed by two of its directors stating the consolidation or merger complies with the provisions of paragraphs (a) and (b) above; and

(d) The provisions of this clause 11.22 shall not apply to any internal corporate restructuring, amalgamation, de-merger, merger, consolidation or other transaction with a similar effect, carried out within the Dangote Group and which does not result in a change in control of the Issuer or the ownership of its assets.

11.23 Rating: The Issuer shall procure that the rating of the Instruments be reviewed annually by a rating agency duly registered with the SEC as may be required under the ISA and SEC Rules and Regulations.

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

(a) do anything or carry out any activity not expressly permitted by its memorandum and articles of association;

(b) redeem or purchase any of its shares or pay any dividend or make any other distribution to its shareholders (subject to any exception as maybe provided under the Sukuk Documents and/or Sukuk Conditions;

(c) use the proceeds of the Sukuk issuance for any purpose other than as stated in the Sukuk Documents;

(d) put to its directors or shareholders any resolution to appoint any liquidator, for its winding-up or any resolution for the commencement of any other bankruptcy or insolvency proceeding with respect to it;

(e) enter into any contract, transaction, amendment, obligation or liability that may be detrimental to the interest of the Sukukholders;

(f) co-mingle the Trust Assets with its assets or any other assets which it holds in trust for any Person other than the Sukukholders;

(g) incur any indebtedness whatsoever, or give any guarantee in respect of any obligation of any person or issue any securities (or rights, warrants or options) except, in all cases, as contemplated in the Sukuk Documents;

(h) secure any of its present or future indebtedness for borrowed money by any lien, pledge, charge or other security interest with the Trust Assets; or

(i) sell, lease, transfer, assign, participate, exchange or otherwise dispose of, or pledge, mortgage, hypothecate or otherwise encumber (by security interest, lien (statutory or otherwise), preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever or otherwise) (or permit such to occur or suffer such to exist), any part of: (i) the Issuer Trustee's title to the Trust Assets or any interest therein except pursuant to the Sukuk Documents; or (ii) the Issuer Trustee's interests in any of the other Trust Assets except pursuant to the Sukuk Documents;

11.25 Trust Property: The Issuer hereby covenants that prior to the Issue Date of any Series of Sukuk, it shall:

a) Transfer title in the Trist Property as specified in the Final Terms to the Issuer Trustee and enter into any other document required to ensure that title in such Trust Property vests in the Issuer Trustee; and

b) Enter into the relevant Sukuk Documents to which it is required to be a party in accordance with the Final Terms.

11.26 Incorporation of Covenants: The Issuer shall procure that the covenants in this Clause 11 are applicable mutatis mutandis to the Issuer Trustee and are incorporated by reference in the Declaration of Trust as being applicable to the Issuer and/or the Issuer Trustee, as the context may permit.

14 ENFORCEMENT

14.1 Legal proceedings: At any time after the occurrence of an Event of Default, the Bond Trustees may, without further notice, institute such proceedings against the Issuer as they may think fit to enforce repayment of the Bonds together with accrued interest and to enforce the provisions of this Programme Trust Deed; and

The Delegate Trustees may, at their absolute discretion and without further notice, institute such proceedings against the Issuer and/or the Issuer Trustee as they may think fit to enforce repayment of the Sukuk and to enforce the provisions of the Sukuk Documents, subject however to the provisions of Clauses 6.2 (Covenant to pay on the Sukuk) and 7.10 (Limited recourse in respect of the Sukuk).

14.2 Instrumentholders Direction: The Trustees shall not be bound to take any such proceedings pursuant to clause 14.1 unless they shall have been so directed by an Extraordinary Resolution or so requested in writing by the holders of at least one-fifth of the nominal amount of the Principal Amount Outstanding of the relevant Instruments and they shall have been indemnified and/or secured to their satisfaction against all liabilities, proceedings, claims and demands to which they may thereby become liable and all fees, costs, charges and expenses which may be incurred by it in connection therewith. Only the Trustees may enforce the provisions of the Instruments or this Programme Trust Deed and no Instrumentholders shall be entitled to proceed directly against the Issuer unless the Trustees, having become bound so to proceed, fails to do so within fourteen (14) days and such failure is continuing. Notwithstanding the foregoing, an Instrumentholder who feels dissatisfied may personally initiate legal action to enforce its rights under the Issue Documents irrespective of the legal duty of the Trustees to take such legal action. The Trustees shall not be deemed responsible for the consequences having acted upon any such instruction as set out in this Clause 14.2.

14.3 Evidence of default: If the Trustees (or any Instrumentholders where entitled under this Programme Trust Deed so to do) make any claim, institutes any legal proceeding or lodges any proof in a winding up or insolvency of the Issuer under this Programme Trust Deed or under the Instruments, proof therein that as regards any specified Instrument the Issuer has defaulted in paying any amount due in respect of such Instrument in accordance with the terms of the Issue Documents shall (unless the contrary be proved) be sufficient evidence that the Issuer has defaulted in the same manner as regards all other instruments in respect of which a corresponding payment is then due; and for the purposes of this Clause 14.3 a payment shall be a "corresponding" payment notwithstanding that it is due in respect of an Instrument of a different denomination from that in respect of the above specified Instrument.

14.4 No Liability of Delegate Trustees: Following the distribution of the proceeds of the Trust Assets in respect of the Sukuk to the Sukukholders, in accordance with the Conditions and the Declaration of Trust, the Delegate Trustees shall not be liable for any further sums and, accordingly, the Sukukholders may not take any action against the Delegate Trustees (to the extent that they have fulfilled their obligations under the Sukuk Documents and/or the Sukuk Conditions) to recover any such sum in respect of the Sukuk or the Trust Assets.

14.5 No Winding up: Upon the payment of the proceeds of the Trust Assets by the Issuer under the Sukuk Documents, the obligations of the Issuer Trustee in respect of the Sukuk shall be satisfied and no holder of the Sukuk may take any further steps against the Issuer Trustee to recover any further sums in respect of the Sukuk and the right to receive any such sums unpaid shall be extinguished. In particular, no holder of the Sukuk shall be entitled in respect thereof to petition or to take any other steps for the winding-up of the Issuer Trustee.

15 APPLICATION OF MONEYS

15.1 Application of moneys: All moneys received by the Trustees in respect of the Instruments of any Series or amounts payable under the Issue Documents will despite any appropriation of all or part of them by the Issuer (including any moneys which represent principal or interest in respect of Instruments, or or Periodic Distribution Amounts or Dissolution Amounts in respect of Sukuk, which have become void under the Conditions) be held by the Trustees on trust to apply them (subject to Clause 15 (Investment of moneys) in the following order:

(a) in or towards payment or satisfaction of the fees of the Trustees and such reasonable costs, charges, expenses and liabilities incurred by the Trustees (including remuneration of the Trustees);

(b) in or towards payment pari passu and rateably of any amounts due but unpaid in respect of the Instruments of that Series;

(c) in or towards payment pari passu and rateably of any amounts due but unpaid in respect of the Instruments of other Series under the Programme; and

(d) to pay the balance (if any) to the Issuer.

15.2 Apportionment of expenses: The Trustees shall apportion the fees, costs, charges, expenses and liabilities incurred by the Trustees in the preparation and execution of the trusts of this Programme Trust Deed (including remuneration of the Trustees) between the several Series of Instruments in such manner and in such amounts as they shall, in their absolute discretion, consider appropriate.

16 INVESTMENT BY THE TRUSTEES

16.1 Power to invest: If the amount of the moneys at any time available for the payment of principal, income (if any), premium (if any) and interest (if any) on the Instruments shall be less than ten per cent, (10%) of the amount due and payable on the Bonds, the Trustees may, at their discretion and pending payment to the Instrumentholders, invest such moneys in any Authorised Investments as they may think fit in accordance with the Trustee Investments Act. The Trustees shall not be responsible for any loss occasioned by reason of any such investments or such deposit whether by depreciation in value, fluctuation in exchange rates or otherwise. If the bank or institution in which the investment is made is a subsidiary, holding or associated company of any of the Trustees, it need only account for an amount of interest at such rate as is the regular market rate in the circumstances on the date of the determination having regard to the amount and likely duration of the deposit by an independent customer.

16.2 Power to invest Sukuk funds: The Trustee shall only invest sukuk funds in Shari'ah-compliant instruments which shall include but not be limited to Shari'ah-compliant bank deposits, fixed deposits, fixed income funds, sukuk, treasury instruments and other Shari'ah-compliant investments, provided that such investments shall be subject to the Trustee Investments Act and shall not put the Trust Assets at undue risk.

16.3 Variation and accumulation: The Trustees may, at their discretion, vary any investments and may accumulate such investments and any resulting income until the accumulations, together with any other sums held by the Trustees for payments in respect of the Instruments under Clause 15, amount to at least 10% of the nominal amount of the Instruments then outstanding. Such accumulations and other sums shall then be applied as set out in Clause 15.

16.4 Payment to Instrumentholders:

(a) Upon receipt pf funds from the Issuer in accordance with the terms of the relevant Series Trust Deed, the Trustees shall make any payment to be made by the Issuer in respect of the Instruments of any Series in the manner provided in the Conditions and the Series Trust Deed for that Series. Any payment so made shall be a good discharge to the extent of such payment of the Issuer or the Trustees (as the case may be).

(b) Upon any payment under paragraph (a) above of principal or interest, or of Periodic Distribution Amount or Dissolution Amount (as applicable), the Trustees shall (i) in the case of part payment, require the Registrar to make a notation in the Register of the amount and date of payment or (ii) in the case of payment in full, cause the relevant Instrument to be cancelled and shall certify or procure the certification of such cancellation.

17 TERMS OF APPOINTMENT OF THE TRUSTEES

By way of supplement to the Relevant Laws, it is expressly declared as follows:

17.1 Reliance on Information

(a) Advice: The Trustees may in relation to each Issue Document act on the opinion or advice of or a certificate or any information obtained from any lawyer, banker, valuer, surveyor, broker, auctioneer, accountant or other expert (whether obtained by or addressed to the Trustees, the Issuer, or any other Person) and shall not be responsible for any loss occasioned by so acting or, if applicable, by choosing not to so act. Any such opinion, advice, certificate or information may be sent or obtained by letter, telegram, telex, cablegram or facsimile transmission and the Trustees shall not be liable for acting on any opinion, advice, certificate or information purporting to be so conveyed although the same shall contain some error (other than a manifest error) or shall not be authentic. The Trustees may rely, without liability to Instrumentholders, on any certificate or report prepared by any of the above experts, including specifically the Auditors, or any auditor, pursuant to the Conditions or each Issue Document, whether or not the expert or auditor's liability in respect thereof is limited by a monetary cap or otherwise.

PROVIDED THAT this clause 17.1(a) shall only apply to limit the liability of the Trustees to the Instrumentholders to the extent that the advice relied upon was issued by the relevant lawyer, banker, valuer, surveyor, broker, auctioneer, accountant, auditor or other purpose with the intention that it should be used and relied upon by the Trustees in the manner and for the purpose for which it was so used and relied upon.

(b) Certificate of Authorised Signatories: The Trustees may call for and shall be at liberty to accept a certificate signed by two Authorised Signatories or other Person duly authorised on their behalf as to any matter prima facie within the knowledge of the Issuer and/or Issuer Trustee (as applicable) as sufficient evidence thereof and a certificate to the effect that any particular dealing, transaction or step or thing is, in the opinion of the person so certifying, expedient as sufficient evidence that it is expedient and the Trustees shall not be bound in any such case to call for further evidence or be responsible for any loss that may be occasioned by its failing so to do.

(c) Resolution of Instrumentholders: The Trustees shall not be responsible for acting upon any resolution purporting to be a Written Resolution or to have been passed at any meeting of the Instrumentholders in respect whereof minutes have been made and signed even though it may subsequently be found that there was some defect in the constitution of the meeting or the passing of the resolution or that for any reason the resolution was not valid or binding upon the Instrumentholders.

(d) Reliance on certification of clearing system: The Trustees may call for and shall be at liberty to accept and place full reliance on as sufficient evidence thereof and shall not be liable to the Issuer, or any Instrumentholder by reason only of either having accepted as valid or not having rejected an original certificate or letter of confirmation purporting to be signed on behalf of the Depositary or any other relevant clearing system to the effect that at any particular time or throughout any particular period any particular Person is, was or will be shown in its records as having a particular nominal amount of Instruments of a particular Series credited to his Securities Account.

(e) Instrumentholders as a class: Whenever in this Programme Trust Deed or Series Trust Deed the Trustees are required in connection with any exercise of their powers, trusts, authorities or discretions to have regard to the interests of the Instrumentholders, they shall have regard to the interests of the Instrumentholders as a class and in particular, but without prejudice to the generality of the foregoing, shall not be obliged to have regard to the consequences of such exercise for any individual Instrumentholders resulting from his or its being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory.

(f) Trustee not responsible for investigations: The Trustees shall not be responsible for, or for investigating any matter which is the subject of, any recital, statement, representation, warranty or covenant of any Person contained in an Issue Document, the Instruments or any other agreement or document relating to the transactions herein or therein contemplated or for the execution, legality, effectiveness, adequacy, genuineness, validity, enforceability or admissibility in evidence thereof.

(g) Limitation of Trustee Liability: The Trustees shall not be liable for any action taken or omitted to be taken by it in good faith under or in connection with this Programme Trust Deed, except for its own negligence, willful misconduct or fraud. The Trustees shall not be responsible for the validity, sufficiency or enforceability of this programme Trust Deed or the legality, validity, sufficiency or enforceability of any document relating to or securing the Instruments.

(h) No obligation to monitor: The Trustees shall be under no obligation to monitor or supervise the functions of any other Person under the Instruments or any other agreement or document relating to the transactions herein or therein contemplated and shall be entitled, in the absence of actual knowledge of a breach of obligation, to assume that each such Person is properly performing and complying with its obligations; provided that nothing contained in this clause shall exempt the Trustees from or indemnify them against any liability for breach of trust where the Trustees fail to show the degree of care and diligence required of them, having regard to the provisions hereof conferring on them any powers, authorities or discretions.

(i) Instruments held by the Issuer: In the absence of knowledge or express notice to the contrary, the Trustees may assume without enquiry (other than requesting a certificate of the Issuer under Clause 10.9 (Bonds held by Issuer), that no Instruments are for the time being held by or for the benefit of the Issuer, or any of its Subsidiaries.

(j) Forged Instruments: Subject to exercising reasonable care and diligence, the Trustees shall not be liable to the Issuer or any Instrumentholders by reason of having accepted as valid or not having rejected any Instrument certificate as such and subsequently found to be forged or not authentic.

(k) Entry on the Register: The Trustees shall not be liable to the Issuer or any Instrumentholders by reason of having accepted as valid or not having rejected any entry on the Register later found to be forged or not authentic and can assume for all purposes in relation hereto that any entry on the Register is correct save for manifest error.

(l) Events of Default: The Trustees shall not be bound to give notice to any Person of the execution of any Issue Document or to take any steps to ascertain whether any Event of Default or Potential Event of Default has happened and shall not be obliged to take any action to certify material prejudice under Bond Condition 13 (Events of Default) or Sukuk Condition 17 (Events of Default) (as applicable) unless it is indemnified and/or secured to its satisfaction by the Instrumentholders against all liabilities, proceedings, claims and demands to which it may thereby become liable and all fees, costs, charges and expenses which may be incurred by it in connection therewith and, until it shall have actual knowledge or express notice to the contrary, the Trustees shall be entitled to assume that no such Event of Default or Potential Event of Default has happened and that the Obligors are observing and performing all the obligations on their part contained in the Instruments and under each Issue Document and no event has happened as a consequence of which any of the Instruments may become repayable.

(m) Legal Opinions: The Trustees shall not be responsible to any Person for failing to request, require or receive any legal opinion relating to any Instrument or for checking or commenting upon the content of any such legal opinion.

(n) Programme Limit: The Trustees shall not be concerned, and need not enquire, as to whether or not any Instruments are issued in breach of the Programme Limit.

(o) Trustee not Responsible: The Trustees shall not be responsible for the execution, delivery, legality, effectiveness, adequacy, genuineness, validity, enforceability or admissibility in evidence of any Issue Document or any other document relating thereto and shall not be liable for any failure to obtain any rating of the Instruments (where required), any licence, consent or other authority for the execution, delivery, legality, effectiveness, adequacy, genuineness, validity, performance, enforceability or admissibility in evidence of any Issue Document or any other document relating thereto. In addition, the Trustees shall not be responsible for the effect of the exercise of any of their powers, duties and discretions hereunder; provided that nothing contained in this clause shall exempt the Trustees from or indemnify them against any liability for breach of trust where the Trustees fail to show the degree of care and diligence required of them, having regard to the provisions hereof conferring on them any powers, authorities or discretions.

(p) Freedom to Refrain: Notwithstanding anything else herein contained, the Trustees may refrain from doing anything which would or might in their opinion be contrary to any law of any jurisdiction or any directive or regulation of any agency or any state of which would or might otherwise render them liable to any person and may do anything which is, in their opinion, necessary to comply with any such law, directive or regulation.

(q) Right to Deduct or Withhold: Notwithstanding anything contained in any Issue Document, to the extent required by any Applicable Law, if the Trustees are or will be required to make any deduction or withholding from any distribution or payment made by them thereunder or if the Trustees are or will be otherwise charged to, or are or may become liable to, tax as a consequence of performing their duties thereunder whether as principal, agent or otherwise, and whether by reason of any assessment, prospective assessment or other imposition of liability to taxation of whatsoever nature and whensoever made upon the Trustees, and whether in connection with or arising from any sums received or distributed by them or to which they may be entitled under any Issue Document (other than in connection with its remuneration as provided for therein) or any investments or deposits from time to time representing the same, including any income or gains arising therefrom or any action of the Trustees in connection with the trusts of any Issue Document (other than the remuneration therein specified) or otherwise, then the Trustees shall be entitled to make such deduction or withholding or, as the case may be, to retain out of sums received by them an amount sufficient to discharge any liability to tax which relates to sums so received or distributed or to discharge any such other liability of the Trustees to tax from the funds held by the Trustees upon the trusts of this Programme Trust Deed or Series Trust Deed.

(r) Information and Other Reports: Delivery of reports, information and documents to the Trustees under Clause 11.6 (Financial statement) is for informational purposes only and shall not impose any obligation on the Trustees to take any action in respect of them and the Trustees' receipt of the foregoing shall not constitute actual or constructive notice of any information contained therein or be determinable from information contained therein, including the Issuer's, any of its Subsidiary's compliance with any of their covenants hereunder (as to which the Trustees are entitled to rely on certificates signed by two Authorised Signatories of the Issuer and/or Issuer Trustee (as applicable)).

17.2 Trustees' powers and duties:

(a) Trustees' determination: The Trustees may determine whether or not an Event of Default or Potential Event of Default under the provisions of any Issue Document or contained in the Instruments is capable of remedy and/or materially prejudicial to the interests of the Instrumentholders and if the Trustees shall certify that any such default is, in their opinion, not capable of remedy and/or materially prejudicial to the interests of the Instrumentholders such certificate shall be conclusive and binding upon the Obligors and the Instrumentholders.

(b) Determination of questions: The Trustees as between themselves and the Instrumentholders and the Obligors shall have full power to determine all questions and doubts arising in relation to any of the provisions of any Issue Document and every such determination, whether made upon a question actually raised or implied in the acts or proceedings of the Trustees, shall be conclusive and shall bind the Trustees and the Instrumentholders;

(c) Trustees' discretion: The Trustees shall (save as expressly otherwise provided herein) as regards all the trusts, powers, authorities and discretions vested in them by any Issue Document or by operation of law have absolute discretion as to the exercise or non-exercise thereof and, provided that the Trustees have acted honestly and reasonably, the Trustees shall not be responsible for any loss, fees, costs, damages, expenses or inconveniences that may result from the exercise or non-exercise thereof but, whenever the Trustees are under the provisions of any Issue Document bound to act at the request or direction of the Instrumentholders, the Trustees shall nevertheless not be so bound unless first indemnified and/or provided with security to their satisfaction against all actions, proceedings, claims and demands to which they may render themselves liable and all fees, costs, charges, damages, expenses and liabilities which they may incur by so doing.

(d) Trustees' consent: Any consent given by the Trustees for the purposes of any Issue Document may be given on such terms and subject to such conditions (if any) as the Trustees may require.

(e) Conversion of currency: Where it is necessary or desirable for any purpose in connection with any Issue Document to convert any sum from one currency to another it shall (unless otherwise provided by such Issue Document, the Final Terms or required by law) be converted at such rate(s) of exchange, in accordance with such method and as at such date for the determination of such rate(s) of exchange as may be specified by the Trustees (in consultation with the Issuer), but having regard to current rates of exchange, if available, and any rate of exchange, method and date so specified shall be binding on the Issuer and the Instrumentholders.

(f) Application of proceeds: The Trustees shall not be responsible for the receipt or application by any Obligor of the proceeds of the issue of the Instruments.

(g) Error of judgment: The Trustees shall not be liable for any error of judgment made in good faith by any officer or employee of the Trustees assigned by the Trustees to administer its corporate trust matters, except where the error of judgement is as a result of negligence or fraud.

(h) Delegation: The Trustees may, in the execution and exercise of all or any of the trusts, powers, authorities and discretions vested in them by any Issue Document, act by responsible officers or a responsible officer for the time being of the Trustees and the Trustees may also whenever they think fit, whether by power of attorney or otherwise, delegate to any Person(s) (whether being a joint trustee of any trust deed or not) all or any of the trusts, powers, authorities and discretions vested in them by such trust deed and any such delegation may be made upon such terms and conditions and subject to such regulations as the Trustees may think fit in the interests of such delegate or sub-delegate and the Trustees shall not be bound to supervise the proceedings provided that the Trustees exercised due care and diligence in the selection of such agent(s); and where the Trustees have delegated their trust powers and functions to agent(s), the Trustees shall be liable for the acts and omission of such agent(s) to the same extent it would have been if the acts and omissions were its own.

(i) Custodians and nominees: The Trustees may appoint and pay any Person to act as a custodian or nominee on any terms in relation to such assets of the trust as the Trustees may determine, including for the purpose of depositing with a custodian any trust deed or any document relating to the trust created thereunder and the Trustees shall not be responsible for any loss, liability, expense, demand, cost, claim or proceedings incurred by reason of any misconduct, omission or default on the part of any person appointed by them thereunder or be bound to supervise the proceedings or acts of any such person provided that the Trustees exercised due care and diligence in the selection of such custodian and nominees. The Trustees are not obliged to appoint a custodian if the Trustees invest in securities payable to bearer.

(j) Confidential information: The Trustees shall not (unless required by law or ordered so to do by a court of competent jurisdiction) be required to disclose to any Instrumentholder confidential information or other information made available to the Trustees by the Issuer in connection with any Issue Document and no Instrumentholder shall be entitled to take any action to obtain from the Trustees any such information.

(k) Acts of Agents following Event of Default: The Trustees shall not be responsible for any misconduct or omission on the part of any agent of the Trustees under Clause 6.4(a)(i) or be bound to supervise the proceedings or acts of any such person.

(l) Actions of Trustees: The permissive rights of the Trustees to take actions permitted by any Issue Document shall not be construed as an obligation or duty to do so. The Trustees agree that any decision required to be made pursuant to any Issue Document shall be based on a simple majority of votes of the Trustees.

(m) Trustee as agent of the other Trustees: The Trustees also agree that any one or more of the Trustees can, with the consent of the other Trustees, act as their agent in connection with any matter arising under any Issue Document. Provided however that decisions with respect to such matters shall not be made solely by the Trustee or Trustees acting as an agent or agents, but shall be in the manner provided in Clause 17.2(l) above. Nothing in this clause shall preclude the Trustees from exercising or enforcing any rights arising from any contract entered into by one or more of the Trustees as an agent or agents for the other Trustee(s).

(n) Trustee as fiduciary of Bondholders: The Trustees shall comply with their fiduciary duties owed to the Instrumentholders in accordance with this Programme Trust Deed, each Series Trust Deed and the Relevant Laws, including:

(i) to manage the Trust Property in a responsible and productive manner;

(ii) to act for the benefit of the Instrumentholders in the management of the Trust Property and not to let their duties and that owed to the Instrumentholders conflict;

(iii) to ensure that the Trust Property is vested according to the terms of the trust therein established;

(iv) to act honestly, prudently and in good faith in the performance of their duties and to exercise all due care, skill, diligence and vigilance in carrying out their functions and duties as trustees and in safeguarding the rights and interests of the Instrumentholders;

(v) to clearly identify the Trust Property which are held on trust for the Instrumentholders;

(vi) not to commingle the trust assets with their funds with those of or any other assets;

(vii) to segregate their assets from the trust property and any other trust administered by them;

(viii) not to delegate their duties, except as permitted by the Relevant Trust Deed;

(ix) to act impartially and solely in the best interest of all Instrumentholders;

(x) not to secure any of their present or future indebtedness for borrowed money by any lien, pledge, charge or other security interest with the trust assets;

(xi) not to charge, pledge or deal with the trust assets except as authorized by the Relevant Trust Deed and the Relevant Laws;

(xii) to manage the trust assets in a prudent and business-like manner; and

(xiii) not to sell, lease, transfer, assign, participate, exchange or otherwise dispose of, or pledge, mortgage, hypothecate or otherwise encumber (by security interest, lien (statutory or otherwise), preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever or otherwise) (or permit such to occur or suffer such to exist), any part of (i) the Issuer Trustee's title to the Trust Assets or any interest therein except pursuant to the Issuer Trustee's interests in any of the other Trust Assets.

17.3 Financial matters:

(a) Professional charges: The Trustees shall be entitled to charge and be paid agreed professional and other pre-approved charges for business transacted and acts done by them on matters arising in connection with the trusts of the trust deeds and also their charges in addition to disbursements for all other work and business done and all time spent by them or their directors or officers on matters arising in connection with any Issue Document.

(b) Expenditure by the Trustees: Nothing contained in any Issue Document shall require any Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties or the exercise of any right, power, authority or discretion hereunder if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it.

(c) Trustees may enter into financial transactions with the Issuer: No Trustee and no director or officer of a Trustee hereof shall by reason of the fiduciary position of such Trustee be in any way precluded from making any contracts or entering into any transactions in the ordinary course of business with the Issuer or any of its Subsidiaries (and, in the case of any subscription for, purchase, holding or sale of Instruments, subject to compliance with any applicable selling restrictions), or any person or body corporate directly or indirectly associated with the Issuer or any of its Subsidiaries, or from accepting the trusteeship of any other debenture stock, debentures or securities of the Issuer or any of its Subsidiaries or any person or body corporate directly or indirectly associated with the Issuer or any of its Subsidiaries, and neither the Trustees nor any such director or officer shall be accountable to the Instrumentholders, the Issuer or any of its Subsidiaries, or any person or body corporate directly or indirectly associated with the Issuer or any of its Subsidiaries, for any profit, fees, commissions, interest, discounts or share of brokerage earned, arising or resulting from any such contracts or transactions and the Trustees and any such director or officer shall also be at liberty to retain the same for its or his own benefit, Provided that such contract or transaction contemplated in this clause 17.3(c) shall not conflict with the Trustee's obligations in connection with and under the Programme.

17.4 Trustees' Liability: Subject to the provisions of the Relevant Laws, and Section 213 of the CAMA and notwithstanding anything to the contrary in any Issue Document or the Instruments, the Trustees shall not be liable to any Person for any matter or thing done or omitted in any way in connection with or in relation to any Issue Document or the Instruments save in relation to their own negligence, willful default or fraud, provided that in no circumstances will the Trustees be liable to the Issuer, any Subsidiary of the Issuer or any other Person for any punitive or consequential damage or loss (including loss of business, goodwill, opportunity or profit of any kind). The Trustees will also be liable for the breach of their duties where they fail to carry out their responsibilities under any Issue Document or to report a breach of the terms of any Issue Document to the SEC.

20 APPOINTMENT AND RETIREMENT

20.1 Appointment of Trustees: The power of appointing new trustees under this Programme Trust Deed shall be vested in the Issuer but no Person shall be appointed who shall not previously have been approved by an Extraordinary Resolution of the Instrumentholders for the time being. A Trustee under this Programme Trust Deed shall at all times be a trust corporation and may be the sole trustee. Any appointment of a new trustee hereof shall as soon as practicable thereafter be notified by the Issuer to the Registrar and the Instrumentholders. The Instrumentholders shall together have the power, exercisable by an Extraordinary Resolution, to remove any trustee or trustees for the time being hereof. The removal of any trustee shall not become effective unless there remains a trustee hereof in office after such removal. No such appointment of a trustee shall be valid without the prior consent of the SEC.

20.2 Retirement of Trustees: Any Trustee for the time being of this Programme Trust Deed may retire at any time upon giving not less than three (3) calendar months' notice in writing to the Issuer and the Instrumentholders without assigning any reason therefore and without being responsible for any costs occasioned by such retirement save for costs associated with, and/or incidental to, delivering physical copies of any trust document(s) to a new trustee. A Trustee who retires under this Programme Trust Deed shall be deemed to have retired under any Series Trust Deed in respect of which it is a trustee. The retirement of any Trustee shall not become effective unless:

(a) there remains a trustee hereof in office after such retirement; and

(b) where a successor is required to be appointed, the successor trustee having accepted such appointment, delivers to the Issuer the duly executed Accession Agreement in or substantially in the form in Schedule 6 to this Programme Trust Deed, and thereupon such successor Trustee(s), without further action, shall become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor, and such predecessor shall execute and deliver an instrument transferring to such successor Trustee(s) all the rights, powers and trusts of such predecessor.

(c) The predecessor Trustee shall promptly account for, deliver up all the Trust Assets (subject to the approval of the SEC), deliver all reports, books, accounts, documents, and records including access to all required software and electronic records, relating to the trust and copies thereof and communicate all material information it may have obtained concerning the trust to the successor Trustee and shall provide the successor Trustee with a full and updated statement of affairs and account of the trusts in respect of the Instruments.

The Issuer hereby covenants that in the event a sole trustee gives notice under this Clause it shall use all reasonable endeavours to procure a new trustee, to be appointed and if the Issuer does not procure a new trustee within three (3) calendar months of such notice being given, the sole trustee may appoint a new trustee. The appointment of any trustee pursuant to this Clause 20.2 shall be with the prior notification to, and clearance by, the SEC.

20.3 Competence of a majority of Trustees: Whenever there shall be more than two trustees hereof, the majority of such trustees shall be competent to execute and exercise all the trusts, powers, authorities and discretions vested by this Programme Trust Deed in the Trustees generally.

20.4 Powers additional: The powers conferred by this Programme Trust Deed upon the Trustees shall be in addition to any powers which may from time to time be vested in them by general law or as the holder of the Instruments.

20.5 Merger: Any corporation into which a Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which a Trustee shall be a party, or any corporation succeeding to all or substantially all the corporate trust business of a Trustee, shall be the successor of the Trustee hereunder, provided such corporation shall be otherwise qualified and eligible under this Clause, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

21 INSTRUMENTS REGISTER

21.1 The Issuer shall at all times keep at the office of the Registrar in Lagos for the time being or at such other place in Nigeria as the Trustees may approve, an accurate Register showing the amount of the Instruments for the time being issued and fully paid and the date of registration and all subsequent transfers or changes of ownership thereof and the name and address and description of the Instrumentholders and any Person deriving title under it, such information to be obtained by the Registrar at least one (1) Business Day prior to each Record Date (as defined in Condition 2.8 of the Bond Conditions and Sukuk Conditions) while the Instruments are outstanding.

21.2 The Trustees and the Instrumentholders or any of them and any Person authorised in writing by any of them shall be at liberty at all reasonable times during office hours to inspect the said Register and to take copies of and extracts from the same or any part thereof. The said Register may be closed at such times and for such periods as the Registrar may from time to time determine provided that it shall not be closed for more than thirty (30) days in any year.

21.3 The Registrar shall maintain and update the Register until such time that all outstanding Instrument have been fully redeemed and the Issuer's liability under the Issue Documents has been discharged. The Registrar shall provide details of the Register to the Trustees during the period in which the Instruments are outstanding.

21.4 Without prejudice to the aforementioned provisions of this Programme Trust Deed, the Registrar shall, in the maintenance of the Register, obtain details (including bank account details and payment instructions) of the Instrumentholders and shall provide such details to the Trustees during the period which the Instruments are outstanding.

23 COMPLIANCE WITH THE ISA

23.1 The Trustees in exercise of the powers and discretions vested in them pursuant to these presents shall comply with the provisions of the Relevant Laws and shall file with the SEC all necessary statutory reports in relation to the repayment of principal and interest under the trust herein constituted and in any trust deed supplemental to this Programme Trust Deed.

23.2 The Trustees shall inform the SEC whenever it becomes necessary to enforce the terms of this Programme Trust Deed and any breach of the terms and conditions of the Programme Trust Deed or a Series Trust Deed not later than ten (10) Business Days after the breach.

24 NO CLAIMS DUE TO FORCE MAJEURE

No failure or omission to carry out or observe any of the terms, provisions or conditions of this Programme Trust Deed shall give rise to any claim between the Parties hereto or be deemed to be a breach of this Programme Trust Deed to the extent that such failure or omission shall be caused by or shall arise out of any event of Force Majeure.

25 LAW AND JURISDICTION

25.1 Governing Law: This Programme Trust Deed, the Instruments and all obligations arising out of or in connection with them shall be governed by and construed in accordance with Nigerian law.

25.2 Dispute Resolution: In the event of any dispute arising out of or under this Programme Trust Deed, the parties shall within five (5) Business Days from the date the dispute arose, notify the SEC of the existence of the dispute. The parties may within ten (10) Business Days from the date the SEC was notified, resolve the dispute by mutual negotiation.

25.3 Arbitration: Any dispute which cannot be mutually resolved by the Parties in accordance with Clause 25.2 shall be referred to Arbitration in accordance with the provisions of the Arbitration and Mediation Act, 2023. The arbitral tribunal shall consist of three arbitrators. The Issuer and the Trustees shall each appoint one arbitrator. The two arbitrators so appointed shall appoint the third arbitrator. PROVIDED THAT if the first two arbitrators are unable to agree on a third arbitrator within two (2) weeks of the appointment of the second arbitrator, the matter shall be referred to the Director General of the SEC who shall nominate the third arbitrator. The arbitrators shall also have a maximum period of ten (10) Business Days to resolve the dispute after the exchange of pleadings by the parties. In the event that the parties or the arbitrators are unable to settle the dispute, the matter shall be referred to the Investments and Securities Tribunal in accordance with the provisions of Section 284 of the ISA. The seat of arbitration shall be Lagos, and the language of arbitration shall be English.

25.4 Consent to enforcement etc.: The Issuer consents generally, in respect of any arbitral proceedings pursuant to Clause 25.3 (Arbitration) to the giving of any relief or the issue of any process in connection with such proceedings including (without limitation) the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any final order or judgment which may be made or given in such proceedings.

25.5 Waiver of immunity: To the extent that the Issuer may in any jurisdiction claims for itself or its assets or revenues immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that such immunity (whether or not claimed) may be attributed in any such jurisdiction to it or its assets or revenues, the Issuer agrees not to claim and irrevocably waives such immunity to the full extent permitted by the laws of such jurisdiction.

30 STATUS OF THE PROGRAMME TRUST DEED

The terms and conditions of this Programme Trust Deed shall be subject to the provisions of the Applicable Laws.

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PROFORMA PRICING SUPPLEMENT FOR BONDS AND SUKUKS

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

THIS DOCUMENT IS IMPORTANT AND YOU ARE ADVISED TO CAREFULLY READ AND UNDERSTAND ITS CONTENTS. IF YOU ARE IN DOUBT ABOUT ITS CONTENTS OR THE ACTION TO TAKE PLEASE CONSULT YOUR STOCKBROKER, SOLICITOR, ACCOUNTANT, BANKER OR AN INDEPENDENT INVESTMENT ADVISER FOR GUIDANCE IMMEDIATELY.

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 123 TO 148 OF THE SHELF PROSPECTUS ISSUED IN CONNECTION WITH THE PROGRAMME.

DANGOTE CEMENT PLC (RC 208767)

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

OFFER FOR SUBSCRIPTION

OF

₦[●] [●%] SERIES [●] [TRANCHE [.]] [GREEN BONDS/BONDS] DUE [●]

UNDER THE ₦300,000,000,000 MULTI-INSTRUMENT ISSUANCE PROGRAMME

ISSUE PRICE: ₦[●]

PAYABLE IN FULL ON APPLICATION

APPLICATION LIST OPENS: [●]

APPLICATION LIST CLOSES: [●]

This Pricing Supplement is prepared pursuant to Rules 279(3)6(b) and 321 of the Rules and Regulations of the SEC, 2013 (as amended), the listing requirements of FMDQ Securities Exchange Limited ("**FMDQ Exchange**") and the rules and regulations of The Nigerian Exchange Limited ("**NGX**") in connection with the issuance of **₦[.]** Bonds under the ₦300,000,000,000 Multi-Instrument Issuance Programme established by Dangote Cement PLC (the "**Issuer**" or "**Dangote Cement**"). This Pricing Supplement is supplemental to and should be read in conjunction with the Shelf Prospectus, dated the [DD] of [MM], 2024 as amended and/or supplemented from time to time. Any capitalised terms defined in the Shelf Prospectus have the same meaning when used in this Pricing Supplement except otherwise expressly stated. To the extent that there is any conflict or inconsistency between the contents of this Pricing Supplement and the Shelf Prospectus, the provisions of this Pricing Supplement shall prevail.

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

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 forms the subject matter hereof or assumes responsibility for the correctness of any statements made or opinions or reports expressed in the Shelf Prospectus or this Pricing Supplement. No securities will be allotted or issued on the basis of the Shelf Prospectus read together with this Pricing Supplement/Supplementary Prospectus later than three years after the date of the issue of the Shelf Prospectus.

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

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

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

LEAD ISSUING HOUSE

[·]

JOINT ISSUING HOUSES

[·]

THIS PRICING SUPPLEMENT IS DATED THE [·] DAY OF [·]

FORM OF PRICING SUPPLEMENT/SUPPLEMENTARY PROSPECTUS

SUMMARY OF THE OFFER

1.	Issuer	Dangote Cement PLC
2.	Description of the Bond	[.] year [.]% [fixed rate senior unsecured] bonds due [.]
3.	Series Number	[.]
4.	Tranche Number	[.]/[N/A]
5.	Specified Currency	[Nigerian Naira ("₦")]
6.	Aggregate Nominal	₦[.]
7.	Issue Price	[At par. ₦[.] per unit of the Bond]
8.	Net proceeds	₦[.]
9.	Denominations	[.]
10.	Minimum Participation Amount	Minimum of [₦10,000,000 (i.e. 10,000 units at ₦1,000 per unit) and multiples of ₦1,000] thereafter.
11.	Tenor	[.] years
12.	Allotment Date	[.]
13.	Issue Date	[.]
14.	Coupon Commencement Date	[Coupon shall accrue from the Issue date]
15.	Maturity Date	[.]
16.	Coupon Basis	[Semi-annual, fixed rate]
17.	Coupon Rate	[.]% p.a. payable [semi-annually in arrears].
18.	Principal Redemption Basis	[If not redeemed earlier in accordance with the redemption provisions in Condition [.] of the Series [.] Trust Deed, the Bonds shall be redeemed in full on the maturity date]
19.	Source of Repayment	[Issuer's general cash flow]
20.	Ranking	[The Bonds shall constitute direct, unconditional, senior, unsubordinated and unsecured obligations of the Issuer and shall at all times rank pari passu and without any preference among themselves].
21.	Payment Undertaking	[N/A]
22.	Use of Proceeds	See page [.] of this Pricing Supplement
23.	Listing(s)	[Application for listing of the Bonds has been made to The NGX and/or FMDQ Exchange]
24.	Method of Distribution	[.]
PROVISIONS RELATING TO COUPON PAYABLE		
25.	Fixed Rate Bond Provisions	
	(i) Coupon Rate	[.]
	(ii) Coupon Payment Date(s)/Payment Dates	Coupon on the Bonds will be payable [semi-annually, on [.] and [.] of each year commencing on [.] until the Maturity Date
	(iii) Coupon Amount(s)	As applicable for each Coupon period (Coupon accumulated between each Coupon payment) [using the actual / actual day count fraction]

	(iv) Day Count Fraction	[Actual/actual (actual number of days in a month/ actual number of days in the year)]
	(v) 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
	(vi) Business Day	Modified Business Day
	(vii) Other terms relating to method of calculating Coupon for Fixed Rate Bonds	[N/A]
26.	(viii) Floating Rate Bond Provisions	[N/A]
	(ix) Zero Coupon Note Provisions	[N/A]
	(x) Index Linked Coupon Note Provisions	[N/A]
	(xi) Dual Currency Note Provisions	[N/A]
	(xii) Automatic/ Optional Conversion from one Coupon Payment Basis to another	[N/A]
PROVISIONS RELATING TO REDEMPTION/REPAYMENT		
27.	Optional Early Redemption	
	(i) Call Option	[N/A]
	(ii) Call Price	[N/A]
	(iii) Put Option	[N/A]
28.	Scheduled Amortization	[N/A]
29.	Redemption	[The Bonds shall be redeemed [in full on the Maturity Date unless previously redeemed pursuant to Condition [.] of the Series [.] Trust Deed]
30.	Repayment Basis	[Bullet repayment on maturity or on call, at par]
31.	Final Redemption Amount	₦ [.]
32.	Scheduled Redemption Dates	[N/A]
33.	Early Redemption Amount(s) payable on redemption for tax	[Nominal Amount outstanding on the date of redemption]

	reasons pursuant to Condition [.] (Redemption for tax reasons) of the Series [.] Trust Deed	
GENERAL PROVISIONS APPLICABLE TO THE BONDS		
34.	Form of Bonds	[.]
35.	Registrar	[Coronation Registrars Limited]
36.	Trustees	ARM Trustees Limited, Coronation Trustees Limited, FBNQuest Trustees Limited, Coronation Trustees Limited and Quantum Zenith Trustees & Investments Limited
37.	Record Date	[.]
38.	Other terms or special conditions	See "Terms and Conditions of the Bonds" on pages [.] to [.] of this Pricing Supplement
39.	Payment Agent	[N/A]
DISTRIBUTION, CLEARING AND SETTLEMENT PROVISIONS		
40.	Method of Distribution	[.]
41.	Underwriting	[At the instance of the Issuer, this Offer will [not]/[be] underwritten]
42.	Delivery	Delivery after payment following clearance by the Securities and Exchange Commission
43.	Clearing	[FMDQ Clear Limited and/or CSCS]
44.	Depository	[CSCS (Address: Stock Exchange House 2/4 Customs Street, Lagos, Nigeria) or FMDQ Depository Limited (53, Idowu Taylor Street, Victoria Island, Lagos)]
45.	Transfer Restrictions	[There are no restrictions in Nigeria on free transferability of the Bonds other than Rule 321 of the SEC Rules which limits sale to Qualified Institutional Investors and High Net-worth Investors.]
46.	Transfer	[Transfer of the Bonds shall be by book entries in securities accounts held by the transferor and transferee in the Depository in accordance with the procedures of the Depository or such alternative clearing system approved by the Issuer and the Trustees, and registration of the name of the transferee in the Bond Register in respect of the Bonds then held].
47.	Offer Period	See page [.] of this Pricing Supplement
GENERAL		
48.	Ratings	Issuer: AA+ Issue: AA+
49.	Date of Issue of Credit Ratings and Date of Next Review	[.]
50.	Indebtedness	As at [.], the Issuer's total borrowings amounted to approximately ₦[.]).
51.	Taxation	Details of this and other tax considerations are set out on page 149 to 150(Taxation) of the Shelf Prospectus dated [●] [●] 2024. Also refer to Condition [●] of the Series 1 Trust Deed.
52.	Risk Factors	See pages 123 to 138 of the Shelf Prospectus.

53.	Governing Law	The Bonds will be governed by, and construed in accordance with the laws of the Federal Republic of Nigeria
54.	Material Changes	[Save as disclosed in the Shelf Prospectus as read together with this Pricing Supplement, the Board confirms that there has been no significant change in the financial or trading position of the Issuer since [insert date of last audited accounts or interim accounts (if later)] and no material adverse change in the financial position or prospects of the Issuer since [insert date of last published annual accounts]
55.	Declarations	Except as otherwise disclosed in the Shelf Prospectus and this Pricing Supplement (a) None of the Directors is under any bankruptcy or insolvency proceedings in any court of law; (b) None of the Directors has been convicted in any criminal proceedings; (c) None of the Directors is subject of any order, judgement or ruling of any court of competent jurisdiction or regulatory body relating to fraud or dishonesty; (d) Neither the issuer nor any of its subsidiaries has, 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.
56.	Summary of Financials (Full details in Appendix [.] hereof)	[•]
57.	Responsibility	The Issuer accepts responsibility for the information contained in this Pricing Supplement which, when read together with the Shelf Prospectus referred to above, contains all information that is material in the context of the issue of the Bonds.

APPENDIX A: INDICATIVE TRANSACTION TIMELINE
[•]

APPENDIX B: OTHER DISCLOSURES
[•]

APPENDIX C: USE OF PROCEEDS
[•]

S/N	PROJECT DESCRIPTION	TOTAL VALUE OF PROJECTS (₦)	AMOUNT TO BE FUNDED FROM PROCEEDS (₦)	DURATION (COMMENCING FROM THE ISSUE DATE)
1	[•]	[•]	[•]	[•]
	TOTAL	**[•]**	**[•]**	

APPENDIX D: EXTRACT OF SERIES [.] TRUST DEED
[•]

REPAYMENT SCHEDULE

[●]

APPENDIX E: PROCEDURE FOR APPLICATION AND ALLOTMENT

[●]

APPENDIX F: COMMITMENT FORM

[●]

2. *Set out below is the form of the Pricing Supplement which will be completed by the Issuer for each Series or Tranche of Sukuks issued under the Programme:*

THIS DOCUMENT IS IMPORTANT AND YOU ARE ADVISED TO CAREFULLY READ AND UNDERSTAND ITS CONTENTS. IF YOU ARE IN DOUBT ABOUT ITS CONTENTS OR THE ACTION TO TAKE PLEASE CONSULT YOUR STOCKBROKER, SOLICITOR, ACCOUNTANT, BANKER OR AN INDEPENDENT INVESTMENT ADVISER FOR GUIDANCE IMMEDIATELY.

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INVESTING IN THIS OFFER INVOLVES RISKS. FOR INFORMATION ABOUT CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, SEE RISK FACTORS ON PAGES 123 TO 138 OF THE SHELF PROSPECTUS ISSUED IN CONNECTION WITH THE PROGRAMME.

DANGOTE CEMENT PLC (RC 208767)

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

OFFER FOR SUBSCRIPTION
OF
₦[●] [●%] SERIES [●] [TRANCHE [.]] SUKUK DUE [●]
UNDER THE ₦300,000,000,000 MULTI-INSTRUMENT ISSUANCE PROGRAMME
ISSUE PRICE: ₦[●]
PAYABLE IN FULL ON APPLICATION
APPLICATION LIST OPENS: [●]
APPLICATION LIST CLOSES: [●]

This Pricing Supplement is prepared pursuant to Rules 279(3)6(b) and 321 of the Rules and Regulations of the SEC, 2013 (as amended), the listing requirements of FMDQ Securities Exchange Limited ("**FMDQ Exchange**") and the rules and regulations of The Nigerian Exchange Limited ("**NGX**") in connection with the issuance of ₦**[.]** Sukuk under the ₦300,000,000,000 Multi-Instrument Issuance Programme established by Dangote Cement PLC (the "**Issuer**" or "**Dangote Cement**"). This Pricing Supplement is supplemental to and should be read in conjunction with the Shelf Prospectus, dated the [DD] of [MM], 2024 as amended and/or supplemented from time to time. Any capitalised terms defined in the Shelf Prospectus have the same meaning when used in this Pricing Supplement except otherwise expressly stated. To the extent that there is any conflict or inconsistency between the contents of this Pricing Supplement and the Shelf Prospectus, the provisions of this Pricing Supplement shall prevail.

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

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

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

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

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

LEAD ISSUING HOUSE
[●]

JOINT ISSUING HOUSES
[●]

THIS PRICING SUPPLEMENT IS DATED THE [·] DAY OF [·]

FORM OF PRICING SUPPLEMENT/SUPPLEMENTARY PROSPECTUS FOR THE SUKUK

SUMMARY OF THE OFFER

Provisions relating to the description of the Sukuk		
1.	(a) Issuer Trustee (b) Originator/obligor	[Dangote Cement PLC/Name of the SPV] [Dangote Cement PLC]
2.	Specified Currency	[●]
3.	Aggregate Face Amount (a) Series (b) Tranche	[●] [●] [●]
4.	Issue Price	[●]% of the Aggregate Face Amount
5.	Governing Law	The Sukuk will be governed by and construed in accordance with the laws of the Federal Republic of Nigeria as well as relevant sections in the Islamic law of commercial transactions (Mu'amalat)
6.	Specified Denominations	[●]
7.	Transfer	[●]
8.	Clearing System	[FMDQ Clear Limited and/or CSCS]
9.	Depository	[CSCS (Address: Stock Exchange House 2/4 Customs Street, Lagos, Nigeria) or FMDQ Depository Limited (53, Idowu Taylor Street, Victoria Island, Lagos)]
10.	Calculation Amount	[●]
11.	Issue Date	[●]
12.	Profit Commencement Date	[●]
13.	Scheduled Dissolution Date	[●]
14.	Specified Currency	[●]
15.	Status	[●]
16.	Call Rights	[Not Applicable]/[Optional Dissolution Right]
17.	Ranking	[The Sukuk shall constitute direct, unconditional, senior, unsubordinated and unsecured obligations of the Issuer and shall at all times rank pari passu and without any preference among themselves].

18.	Dissolution Basis	Dissolution at par
19.	Change of Profit Basis	[[*Specify the date when any fixed to floating rate change*]/Not Applicable]
	Provisions relating to profit payable	
20.	Fixed Rate Periodic Distribution Provisions	[Applicable/Not Applicable]
	(a) Profit Rate(s)	[●] % *per annum,* payable [annually/semi-annually/quarterly/monthly/[●]] in arrears on each Periodic Distribution Date
	(b) Periodic Distribution Date(s)	[[●] in each year up to and including the Scheduled Dissolution Date, commencing on [●]/[●]]
	(c) Fixed Amount(s)	[●] per Calculation Amount
	(d) Broken Amount(s)	[[●] per Calculation Amount, payable on the Periodic Distribution Date falling [in/on] [●]/Not Applicable]
	(e) Day Count Fraction	[Actual/actual (actual number of days in a month/ actual number of days in the year)]
	(f) Determination Date(s)	[[●] in each year/Not Applicable]
21.	Floating Periodic Distribution Provisions	[Applicable]/Not Applicable]
	(a) Specified Periodic Distribution Dates	[●] in each year, commencing on [□][, subject to adjustment in accordance with the Business Day Convention set out in (d) below/, not subject to adjustment, as the Business Day Convention in (d) below is specified to be Not Applicable]
	(b) Periodic Distribution Period	[Not Applicable]/ [●]
	(c) Profit Period Date	[Not Applicable]/ [[●]]
	(d) Business Day Convention	[Floating Rate Business Day Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention] [Not Applicable]
	(e) Business Centre(s)	[●] [Not Applicable]
	(f) Manner in which the Profit Rate and the Periodic Distribution Amount are to be determined	[Screen Rate Determination/ISDA Determination]

	(g) Party responsible for calculating the Profit Rate and the Periodic Distribution Amount (if not the Paying Agent)	[[●]] (the "**Calculation Agent**")
	(a) Screen Rate Determination (b) Reference Rate (c) Profit Rate Determination Date(s) (d) Relevant Screen Page (e) Relevant Time (f) Relevant Financial Centre	[Applicable]/ [Not Applicable] [●] [per month] [●] [●] [●] [●]
	(g) ISDA Determination (i) Floating Rate Option (ii) Designated Maturity (iii) Reset Date (iv) ISDA Definitions	[Applicable]/ [Not Applicable] [●] [●] [●] [●]
	(a) Margin(s)	[+/-] [[●]]% per annum
	(b) Linear Interpolation	[Not Applicable/Applicable the Profit Rate for the [long/short] [first/last] Periodic Distribution Period shall be calculated using Linear Interpolation (*specify for each short or long periodic distribution period*)]
	(c) Maximum Profit Rate	[[●]] % per annum
	(d) Minimum Profit Rate	[[●]] % per annum
Provisions relating to dissolution		
22.	Optional Dissolution Right	[Applicable]/ [Not Applicable]
	(a) Dissolution Distribution Amount	[As per Condition 1]/ [[●]]
	(b) Optional Dissolution Date(s)	[[●]]
	(c) Notice period	Minimum period: [[●]] days Maximum period: [[●]] days
23.	Dissolution Distribution Amount following redemption on the Scheduled Dissolution Date or following the occurrence of a Dissolution Event	[As per Condition [●] / [●]
Provisions in respect of the Trust Assets		

24.	Trust Assets	Condition [●] applies
	(a) Details of Payment Account	[●]
	(b) Series Trust Deed	Series Trust Deed dated [●] between **the Issuer Trustee, the Originator/Obligor and the Delegate Trustee(s)**
	(c) Head Lease Agreement	Supplemental Head Lease Agreement dated [●] between the **Issuer Trustee, the Originator/Obligor and the Delegate Trustee/** / [Not Applicable]
	(d) Supplemental Sub-Lease Agreement	Supplemental Sub-Lease Agreement dated [●] / / [Not Applicable]
	(e) Master Purchase Agreement	Master Purchase Agreement dated [●] / / [Not Applicable]
	(f) Supplemental Purchase Agreement	[Not Applicable/Supplemental Purchase Agreement dated [●]]
	(g) Declaration of Commingling of Assets	[Declaration of Commingling of Assets dated [●] executed by the Issuer Trustee]/[Not Applicable]
	(h) Purchase Undertaking	Purchase Undertaking dated []
	(i) Beneficial Rights Transfer Agreement	[Applicable]/ [Not Applicable]
	(j) Application of Trust Assets (Prior to Dissolution)	[As specified in Condition [] (application of Trust Assets Prior to Dissolution) /other (specify)
	(k) Application of Trust Assets (Following a Dissolution)	[As specified in Condition [] (application of Trust Assets on the Maturity Date or following Dissolution) /other (specify)]
Responsibility		

25.	[Responsibility Statements]	[each of the Issuer, the Obligor/Originator certifies that to the best of its knowledge and belief, there are no material facts that have been omitted which would make any statement in the Shelf Prospectus, as read together with this applicable Pricing Supplement, false or misleading and that all reasonable enquiries to ascertain such facts have been made, as well as that the Shelf Prospectus as read together with this applicable Pricing Supplement contains all information required by law, the ISA and SEC Rules. Each of the Issuer, the Obligor/Originator accepts full responsibility for the accuracy of the information contained in the Shelf Prospectus as read together with this applicable Pricing Supplement, except as otherwise stated therein or herein. each of the Issuer, the Obligor/Originator confirms that the SEC takes no responsibility for the contents of the information contained in the Shelf Prospectus as read together with this applicable Pricing Supplement, makes no representation as to the accuracy or completeness of any of the foregoing documents and expressly disclaims any liability for any loss arising from or in reliance upon the whole or any part of the information contained in the Shelf Prospectus as read together with this applicable Pricing Supplement.]
26.	Other provisions	[Other covenants/provisions] / [Not Applicable]
27.	Ratings	Issue Rating: [●] Issuer Rating: [●] An issue 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.
28.	Taxation	Details of this and other tax considerations are set out on page 149 to 150 (Taxation) of the Shelf Prospectus dated [●] [●] 2024. Also refer to Condition [●] of the Series 1 Trust Deed.
29.	Material Adverse Change Statement	[Save as disclosed in the Shelf Prospectus as read together with this Pricing Supplement, the Board confirms that there

		has been no significant change in the financial or trading position of the Issuer since [insert date of last audited accounts or interim accounts (if later)] and no material adverse change in the financial position or prospects of the Issuer since [insert date of last published annual accounts]
30.	Summary of Financials (Full details in Appendix [.] hereof)	[•]

APPENDIX A: INDICATIVE TRANSACTION TIMELINE

[•]

APPENDIX B: OTHER DISCLOSURES

[•]

APPENDIX C: USE OF PROCEEDS

[•]

S/N	PROJECT DESCRIPTION	TOTAL VALUE OF PROJECTS (₦)	AMOUNT TO BE FUNDED FROM PROCEEDS (₦)	DURATION (COMMENCING FROM THE ISSUE DATE)
1	[•]	[•]	[•]	[•]
	TOTAL	**[•]**	**[•]**	

APPENDIX D: EXTRACT OF SERIES [.] TRUST DEED/DECLARATION OF TRUST

[•]

REPAYMENT SCHEDULE

[•]

APPENDIX E: PROCEDURE FOR APPLICATION AND ALLOTMENT

[•]

APPENDIX F: COMMITMENT FORM

[•]