

THIS DOCUMENT IS IMPORTANT AND SHOULD BE READ CAREFULLY. IF YOU ARE IN ANY DOUBT AS TO ITS CONTENTS OR THE ACTION TO BE TAKEN, PLEASE CONSULT YOUR BANKER, STOCKBROKER, ACCOUNTANT, SOLICITOR OR ANY OTHER PROFESSIONAL ADVISER FOR GUIDANCE IMMEDIATELY. THIS SHELF PROSPECTUS HAS BEEN REVIEWED AND APPROVED BY THE MEMBERS OF THE BOARD OF DIRECTORS CHAMPION BREWERIES PLC AND THEY ACCEPT FULL RESPONSIBILITY FOR THE ACCURACY OF ALL INFORMATION GIVEN AND CONFIRM THAT, 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 THE SECURITIES OFFERED UNDER THIS PROGRAMME INVOLVES RISKS. FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, SEE "RISK FACTORS" COMMENCING ON PAGE 46 HEREOF.



CHAMPION BREWERIES PLC RC 13388

**₦45,000,000,000 (FORTY-FIVE BILLION NAIRA) BOND ISSUANCE PROGRAMME
SHELF PROSPECTUS**

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 BONDS, 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, 2025 ("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, THE APPLICABLE LAWS AND THE LISTING REQUIREMENTS OF THE RELEVANT SECURITIES EXCHANGE FOR THE PURPOSE OF GIVING INFORMATION WITH REGARDS TO CHAMPION BREWERIES PLC'S ₦45,000,000,000 (FORTY-FIVE BILLION NAIRA) BOND ISSUANCE PROGRAMME (THE "PROGRAMME"). BONDS ISSUED UNDER THE PROGRAMME MAY BE ISSUED IN SERIES OR TRANCHES. 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.

A COPY OF THIS SHELF PROSPECTUS HAS BEEN DELIVERED TO THE COMMISSION FOR REGISTRATION. THIS SHELF PROSPECTUS AND THE SECURITIES THAT IT OFFERS HAVE BEEN APPROVED AND REGISTERED BY THE COMMISSION. 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 BONDS OFFERED OR ASSUMES RESPONSIBILITY FOR THE CORRECTNESS OF ANY STATEMENT MADE OR OPINION OR REPORT EXPRESSED THEREIN. NO BOND 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 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 113 AND 114 OF THE ISA.

INVESTORS MAY CONFIRM THE CLEARANCE OF THIS SHELF PROSPECTUS AND REGISTRATION OF THE BONDS 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/Bookrunner	Joint Issuing Houses/Bookrunners	
 RMB RAND MERCHANT BANK NIGERIA LIMITED RC:1031371	 FBNQuest Merchant Bank FBNQUEST MERCHANT BANK LIMITED RC:264978	
Joint Issuing Houses/Bookrunners		
 CARDINALSTONE CARDINALSTONE PARTNERS LIMITED RC:739441	 FCMB CAPITAL MARKETS FCMB CAPITAL MARKETS LIMITED RC:446561	 GREENWICH MERCHANT BANK GREENWICH MERCHANT BANK LIMITED RC:189502

This Shelf Prospectus is dated 23 December 2025

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

www.championbreweries.com; www.sec.gov.ng

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IMPORTANT NOTICES

This Shelf Prospectus has been prepared on behalf of Champion Breweries Plc ("Issuer") in connection with the Programme, pursuant to which the Issuer proposes to issue Bonds in such Series or Tranches, (with varying maturity dates, terms and conditions), and is issued for the purpose of giving information to prospective investors in respect of the Bonds described herein. The Commission has cleared and registered this Shelf Prospectus and will register the Bonds as they are issued under each Series.

The Board of Directors of the Issuer accepts full responsibility for the accuracy of all information contained in this Shelf Prospectus. The Board of Directors confirms (having taken all reasonable care to ensure that is the case) that the information contained in this Shelf Prospectus is correct and does not omit anything likely to affect the import of such information and is in accordance with facts and the relevant SEC Rules.

No person has been authorised to give any information or to make any representation not contained in or not consistent with this Shelf Prospectus or any other information supplied 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 Issuer or any of the Professional Parties.

Neither this Shelf Prospectus nor any other information supplied in connection with the Bonds: (i) is intended to provide the basis of any credit or other evaluation; or (ii) should be considered as a recommendation by the Issuer or any of the Professional Parties that any recipient of this Shelf Prospectus or any other information supplied in connection with the Bonds should purchase the Bonds.

The receipt of this Shelf Prospectus or any information contained in it or supplied with it or subsequently communicated to any person does not constitute investment advice from any of the Professional Parties to any prospective investor. Each prospective investor contemplating purchasing the Bonds should make its own independent investigation of the financial condition and affairs and its own appraisal of the creditworthiness of the Issuer. Neither this Shelf Prospectus nor any other information supplied in connection with the Bonds constitutes an offer or invitation by or on behalf of the Issuer or any of the Professional Parties to any person to subscribe for or to purchase the Bonds.

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

The Professional Parties expressly do not undertake to review the financial condition or affairs of the Issuer throughout the life of the Bonds or to advise any investor in the Bonds 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 Bonds or their distribution. Each person receiving this Shelf Prospectus acknowledges that such person has not relied on the Professional Parties, 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 Bonds may be restricted by law in certain jurisdictions. Persons into whose possession this Shelf Prospectus or any Bonds come must inform themselves about and observe any such restrictions. In particular, there are restrictions on the distribution of this Prospectus and the offer or sale of Bonds in the United States of America, the United Kingdom, the European Economic Area, Canada, Japan, Australia, the Republic of South Africa and certain other jurisdictions. None of the Issuer, the Issuing Houses or the other Professional Parties, represent that this Prospectus may be lawfully distributed, or that any Bonds may be lawfully offered in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assumes any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, the Issuing Houses or the other Professional Parties, which would permit a public offering of any Bonds or distribution of this document in any jurisdiction where action for that purpose is required.

IMPORTANT NOTICES

The Issuer and the Issuing Houses do not represent that this Shelf Prospectus may be lawfully distributed, or that any Bonds may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available there under, nor does it assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer which would permit a public offering of any Bonds or distribution of this document in any jurisdiction where action for that purpose is required. Accordingly, no Bonds may be offered or sold, directly or indirectly, and neither this Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable law and regulations.

Certain figures included in this document 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 arithmetic aggregation of the figures, which precede them.

The Bonds have not been and will not be registered under the United States Securities Act of 1933 (the Securities Act). The Bonds may not be offered, sold or delivered within the United States of America or to U.S. persons except in accordance with Regulations under the Securities Act.

KEY TERMS AND ABBREVIATIONS

In this document, unless otherwise stated or clearly indicated by the context, the following words have the meanings stated opposite them.

“Allotment Date”	The date on which the Bonds are allotted to successful investors
“Applicable Pricing Supplement”, “Pricing Supplement” or “Supplement”	The document(s) to be issued pursuant to the Shelf Prospectus which shall provide final terms and conditions of a specific Series issued under the Programme and read in conjunction with this Shelf Prospectus
“Auditor”	Deloitte & Touche or any successor auditor which may be appointed in future from time to time by the Issuer
“Board” or “Directors” or “Board of Directors”	The members of the board of directors of the Issuer
“Bonds”	The registered bonds issued by the Issuer from time to time under the Programme with the aggregate value not exceeding ₦45,000,000,000, in accordance with the terms of this Shelf Prospectus and any Applicable Pricing Supplement
“Bondholder” or “Holder”	Any registered owner of the Bonds to be issued under any Series and Tranche under this Programme and shall include the legal and personal representatives or successors of the Bondholders
“Bond Issuance Programme” or the “Programme”	The ₦45,000,000,000 bond issuance programme being established by the Issuer as described in this Shelf Prospectus, pursuant to which the Issuer may issue Series or Tranches of Bonds from time to time, provided however that the aggregate value does not exceed ₦45,000,000,000
“Book”	The collation of all bids received from Qualified Institutional Investors and High Net Worth Investors in respect of Bonds 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 SEC Rules, a process of price and demand discovery through which a Bookrunner seeks to determine the price at which securities should be issued, based on the demand from Qualified Institutional Investors and High Net Worth Investors
“Bookrunner(s)”	The Issuing House(s) duly appointed by the Issuer to manage the Book in respect of the Bonds being sold by way of Book Building
“Business Day”	Any day except Saturdays, Sundays and public holidays declared by the Federal Government of Nigeria on which banks are open for general banking business in Lagos, Nigeria
“CAC”	Corporate Affairs Commission
“CAMA”	Companies and Allied Matters Act No.3 of 2020 (as amended from time to time)
“CBN”	Central Bank of Nigeria
“CGT Act”	Capital Gains Tax Act, Chapter C1, LFN 2004 (as amended by the Finance Acts)
“CIT”	Companies Income Tax
“CITA”	Companies Income Tax Act Chapter, C21, LFN, 2004 (as amended by the Companies Income Tax (Amendment Act No. 11 of 2007) and the Finance Acts of 2019, 2020, 2021 and 2023)
“Conditions” or “Terms and Conditions”	Terms and conditions in accordance with which the Bonds will be issued, set out in the section headed “Terms and Conditions of the Bonds” in this Prospectus, in the Pricing Supplement and Trust Deeds
“Coupon”	The interest payable on any Bond (other than a Zero-Coupon Bond) periodically to Bondholders as specified in the Applicable Pricing Supplement

KEY TERMS AND ABBREVIATIONS

“Coupon Commencement Date”	In relation to the Bonds of any Series or Tranche, the date specified in the applicable Pricing Supplement from (and including) which such Bond starts to bear Coupon or, if no such date is specified therein, the Issue Date (other than in relation to Zero Coupon Bonds)
“Coupon Payment Date”	The date on which Coupon is to be paid to Bondholders as specified in the applicable Pricing Supplement
“Coupon Period”	Coupon Period as defined in the Programme Trust Deed and the applicable Series Trust Deed
“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
“CSCS”	Central Securities Clearing Systems Plc
“Daily Official List”	The publication of NGX, published daily, detailing price movements and information on all securities quoted on the NGX
“Daily Quotations List”	The publication of the FMDQ, published daily, providing information on all securities quoted on the FMDQ
“Depository” or “CSD”	Central Securities Clearing Systems, operated by Central Securities Clearing Systems PLC, FMDQ Depository Limited or any successor depository licensed by SEC which may be appointed in the future
“Details of Indebtedness”	Details of all indebtedness of the Issuer at the time of issuance of any Bonds under the Programme as disclosed in the Applicable Pricing Supplement relating to the relevant Series or Tranche.
“Event of Default”	All such events of default as are defined under the Programme Trust Deed and particularly set out in the Series Trust Deed for the relevant Series
“Exchange” or “Exchanges”	FMDQ Securities Exchange Limited and/or The Nigerian Exchange Limited
“Special Resolution”	means any resolution passed at a duly convened and properly constituted meeting of Bondholders, by three quarters ($\frac{3}{4}$) of the persons present and voting thereat either in person or by proxy upon a show of hands, or if a poll is duly demanded, by a majority consisting of not less than three-quarter ($\frac{3}{4}$) in value of the Bonds held by Bondholders being present and voting either in person or by proxy at the meeting.
“Face Value” or “Par Value”	The value the Bondholder will get per Bond held by it on the Maturity Date
“Federal Government” or “FGN” or “Government”	Federal Government of Nigeria
“Finance Acts”	Finance Act, 2019, 2020, 2021 and 2023
“FIRS”	Federal Inland Revenue Service
“Fixed Rate Bonds”	Bonds in respect of which Coupon is to be calculated and paid on a fixed rate basis as prescribed in the Applicable Pricing Supplement and will not change during the life of the Bonds
“Floating Rate Bonds”	Bonds in respect of which Coupon is to be calculated and paid on a floating rate basis in accordance with a variable benchmark rate as prescribed in the Applicable Pricing Supplement
“FMDQ” or “FMDQ Exchange”	FMDQ Securities Exchange Limited
“FRCN”	Financial Reporting Council of Nigeria
“GDP”	Gross Domestic Product

KEY TERMS AND ABBREVIATIONS

“High Net Worth Investor” or “HNI”	As defined in Rule 321 of the SEC Rules
“IFRS”	International Financial Reporting Standards (formerly International Accounting Standards) issued by IASB and interpretations issued by the International Financial Reporting Interpretations Committee of the IASB (as amended, supplemented or re-issued from time to time)
“ISA”	Investments and Securities Act, 2025 (as amended)
“Issue Date”	The date on which a Bond is issued as specified in the Applicable Pricing Supplement
“Issue Price”	The price at which a Bond is issued as specified in the Applicable Pricing Supplement
“Issuer” or the “Company”	Champion Breweries Plc
“Issuing Houses”	The Lead Issuing House and the Joint Issuing House
“Joint Issuing Houses”	FBNQuest Merchant Bank Limited, Cardinal Stone, FCMB Capital Markets Limited, Greenwich Merchant Bank Limited, and any other person that may be appointed as a Joint Issuing House
“Lead Issuing House”	Rand Merchant Bank Nigeria Limited
“LFN”	Laws of the Federation of Nigeria 2004
“Majority Bondholders”	means at any time after the issue of any Series or Tranche of the Bonds, Bondholders holding more than (50%) of the Principal Amount Outstanding at any particular time;
“Material Adverse Change”	Any event or circumstances which gives rise to a Material Adverse Effect
“Material Adverse Effect”	means, for as long as Bonds issued under the Programme are outstanding, the occurrence of any event or series of events, which, in the opinion of the Bond Trustees, has adversely affected or could adversely affect: a. the ability of the Issuer to perform or comply with any of its obligations under the Programme Trust Deed; or b. the business, operation, performance, condition (financial or otherwise), assets, or prospects of the Issuer; or c. the validity or enforceability of any of the Issue Documents or the rights or remedies of any party thereunder.
“Maturity Date”	The final redemption date as specified in the relevant Pricing Supplement on which the Redemption Amount is due to be paid
“Naira”, “NGN” or “N”	The Nigerian Naira
“NBS”	National Bureau of Statistics
“Nigeria”	The Federal Republic of Nigeria, and the term “Nigerian” shall be construed accordingly
“NGX”	Nigerian Exchange Limited
“Offer Documents”	Documents prepared in relation to the Programme and each Series including this Shelf Prospectus, each Applicable Pricing Supplement, the Programme Trust Deed, Series Trust Deeds, Vending Agreement and any other documents as may be required by the Commission
“OPEC”	Organization of Petroleum Exporting Countries
“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)

KEY TERMS AND ABBREVIATIONS

“Principal Amount”	The nominal amount of each Bond, as specified in the Applicable Pricing Supplement
“Principal Amount Outstanding”	The principal amount outstanding and remaining unredeemed on the Bonds at any particular time
“Professional Parties”	Professionals engaged by the Issuer to advise on the establishment of the Bond Issuance Programme and the issuance of Bonds thereunder as listed out on Pages 18 to 19 of this Shelf Prospectus
“Programme Trust Deed”	The programme trust deed executed on or about the date of this Shelf Prospectus between the Issuer and the Trustees in connection with, and by which, the Bond Issuance Programme is constituted
“Qualified Institutional Investor”	As defined in the Rule 321 of the SEC Rules
“Rating Agency(ies)”	Global Ratings Company Limited or any other rating agency that may be appointed by the Issuer
“Record Date”	The date on which the list of holders of the Bonds is extracted from the Register for the purposes of making Principal Amount and Coupon payments
“Receiving Bank”	Rand Merchant Bank Nigeria Limited, FBNQuest Merchant Bank Limited, Access Bank Plc and any other person that may be appointed to the role of receiving bank
“Recognised Securities Exchange”	NGX or FMDQ or any other securities exchange so licensed by SEC on which the Bonds will be listed
“Redemption Amount”	The aggregate Principal Amount and any applicable Coupon outstanding in respect of a Series on the Maturity Date as specified in the applicable Pricing Supplement
“Register”	The register kept at the specified office of the Registrar into which shall be entered the names and addresses of each Bondholder, and the particulars, transfers and redemption of the Bonds held by each Bondholder for the relevant Series
“Registrar”	Africa Prudential Plc or any other person so appointed by the Issuer
“Related Party”	Any corporate entity, which is the Issuer’s subsidiary or holding company or a subsidiary of the Issuer’s holding company
“Reporting Accountants”	SIAO Partners or any other person that may be appointed as Reporting Accountants by the Issuer
“SEC Rules”	The Rules and Regulations of SEC, 2013 (as amended from time to time), issued by the SEC pursuant to the ISA
“SEC” or “The Commission”	Securities and Exchange Commission
“Series”	Tranche together with any further Tranche or Tranches which are: <ul style="list-style-type: none">- expressed to be consolidated and form a single series; and- are identical in all respects (including as to listing) except for their respective Issue Dates, Maturity Dates, Coupon Payment 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
“Shelf Prospectus” or “Prospectus”	This prospectus that the Issuer has filed in accordance with SEC Rules, which contains details of the Bond Issuance Programme
“Stockbroker”	PAC Securities Limited and APT Securities Limited

KEY TERMS AND ABBREVIATIONS

“Tranche”	Bonds which are identical in all respects except for their respective Issue Dates, Bond Maturity Dates, Coupon Commencement Dates and/or Issue Prices (as applicable)
“Trust Deeds”	The Programme Trust Deed and the Series Trust Deed(s)
“Trustees” or “Joint Trustees” or “Bond Trustees”	UTL Trust Management Services Limited, BOI Investment & Trust Company Limited, Greenwich Trustees Limited and any other successor trustee which are granted fiduciary power by the Issuer to enforce the terms and conditions of the Trust Deeds and such other Trustees that may be appointed from time to time by the Issuer
“USD” or “\$”	United States Dollars
“Validity Period”	A period expiring three years from the date of the SEC’s approval of this Shelf Prospectus, during which, bonds may be issued under the Programme
“VAT”	Value Added Tax
“VAT Act”	The Value Added Tax Act (Chapter V1) LFN 2004 (as amended by the Value Added Tax (Amendment) Act No 12 of 2007, the Value Added Tax (Modification) Order 2024, and the Finance Acts)
“WHT”	Withholding Tax as provided for in section 78(2) of CITA, and as amended therefrom, and as provided under the Deduction at Source (Withholding) Regulations 2024
“Zero-Coupon Bond”	A non-interest-bearing Bond or similar securities

FORWARD LOOKING STATEMENTS

Certain statements included herein and in any Applicable Pricing Supplement may constitute forward-looking statements that involve a number of risks and uncertainties. Such forward-looking statements can be identified by the use of forward-looking terminology such as “estimates”, “believes”, “expects”, “may”, “are expected to”, “intends”, “will”, “will continue”, “should”, “would”, “seeks”, “approximately”, “anticipates”, or similar expressions or the negative thereof or other variations thereof or comparable terminology, or by discussions of strategy, plans or intentions. All statements other than statements of historical facts included in this Shelf Prospectus are forward-looking statements. They appear in a number of places throughout this Shelf Prospectus and include statements regarding the Issuer’s intentions, beliefs or current expectations concerning, amongst other things, the Issuer’s results of operations, financial condition, liquidity, prospects, growth, strategies and the markets in which it operates. By their nature, forward-looking statements involve risks and uncertainties because they relate to events and depend on circumstances that may or may not occur in the future.

Prospective investors should be aware that forward-looking statements are not guarantees of future performance and that the Issuer’s actual results of operations, financial condition and liquidity and the development of the industry in which it operates may differ materially from those made in or suggested by the forward-looking statements contained in this Shelf Prospectus. Such forward-looking statements are necessarily dependent on assumptions, data or methods that may be incorrect or imprecise and that may be incapable of being realized. In the event that the Issuer’s actual results of operations, financial condition, liquidity and the development of the industry in which the Issuer operates are consistent with the forward-looking statements contained in this Shelf Prospectus, it is not guaranteed that those results or developments would be indicative of results or developments in subsequent periods.

Factors that could cause actual results to differ materially from the Issuer’s expectations are contained in cautionary statements in this Shelf Prospectus and include, among other things, the following:

- Overall political, economic and business conditions in Nigeria;
- Changes in government regulations; especially those pertaining to the Issuer’s industry;
- Changes in tax requirements, including tax rate changes, new tax laws and revised tax law interpretations;
- Economic and political conditions in international markets, including governmental changes;
- The demand for the Issuer’s products and services;
- Interest rate fluctuations and other capital market conditions;
- Exchange rate fluctuations;
- The timing, impact and other uncertainties of future actions; and
- Other national emergencies.

The list above is not exhaustive. The sections of this Shelf Prospectus entitled “**Risk Factors**”, “**Overview of the Industry**”, “**Overview of the Nigerian Economy**”, “**Extract from the Reporting Accountant Report**” and “**Statutory and General Information**” contain more detailed discussions of the factors that could affect the Issuer’s future performance and the industry in which it operates. In light of these risks, uncertainties and assumptions, the forward-looking events described in this Shelf Prospectus may not occur.

Nevertheless, 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.

The Issuer does not undertake any obligation to update or revise any forward-looking statements made in this Shelf Prospectus whether as a result of new information, future events or otherwise. All subsequent written or oral forward-looking statements attributed to the Issuer, or to persons acting on its behalf, are expressly qualified in their entirety by the cautionary statements contained throughout this Prospectus. A prospective investor of the securities should not place undue reliance on these forward-looking statements.

Additional information on the Issuer or the Programme may be obtained through the offices of the Issuing Houses on any Business Day during the period of the respective opening and closing dates of the issuance of the Bonds under the Bond Issuance Programme, provided the Issuing Houses possess such information or can acquire it without unreasonable effort or expense.

OTHER INFORMATION

This Shelf Prospectus should be read and construed in conjunction with the Issuer's audited annual reports for the financial years ended 2020 to 2024, prepared in compliance with the IFRS (which include standards and interpretations approved by the FRCN), together with its pronouncements thereon from time to time, and applied on a consistent basis.

THIRD PARTY INFORMATION

The Issuer has obtained certain statistical and market information that is presented in this Shelf Prospectus on such topics connected with the Nigerian economic landscape and related subjects from certain government and other third-party sources described herein. The Issuer has accurately reproduced such information and, so far as the Issuer is aware and is able to ascertain from information published by such third parties, no facts have been omitted that would render the reproduced information inaccurate or misleading. Nevertheless, prospective investors are advised to consider this data with caution. Market studies are often based on information or assumptions that may not be accurate or appropriate, and their methodology is inherently predictive and speculative.

Prospective investors should also note that some of the estimates are based on such third-party information. Neither the Issuer nor the Professional Parties have independently verified the figures, market data or other information on which these third parties have based their studies. Certain statistical information reported herein has been derived from official publications of, and information supplied by, a number of Government agencies and ministries, including the Central Bank of Nigeria, the Nigerian Debt Management Office, the International Monetary Fund (the "IMF") and the National Bureau of Statistics ("NBS").

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.

AMENDMENTS TO THE SHELF PROSPECTUS

In the event of any significant change, material mistake or inaccuracy relating to information included in this Shelf Prospectus, which can affect the assessment of the Bonds, the Issuer shall prepare an addendum to this Shelf Prospectus. The addendum shall also be subject to the clearance and approval of the Commission

ISSUE OF PRICING SUPPLEMENTS / SUPPLEMENTARY SHELF PROSPECTUSES

Following the registration of this Shelf Prospectus, a Supplementary Prospectus or Pricing Supplement (in relation to a Series or Tranche) may be prepared by the Issuer for the approval of SEC, as the case may be, in accordance with Rule 279(3)(6)(b) of SEC Rules.

Statements contained in any of such supplements shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Shelf Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Shelf Prospectus.

The Issuer declares that, to the best of its knowledge and honest belief, no material facts have been omitted from, and there are no material misstatements in, this Shelf Prospectus, which would make any statement contained herein misleading or untrue. The Issuer will, in the event of any significant new factor or material mistake or inaccuracy relating to information included in this Shelf Prospectus that is capable of affecting the assessment of the Programme or the Bonds, prepare a Supplementary Prospectus or publish a new Shelf Prospectus for use in connection with any subsequent issue of Bonds.



Champion Breweries Plc.

Industrial Layout, Aka Offot, P.M.B. 1106, Uyo, Akwa Ibom State, Nigeria. RC 13388
Email: info.cbplc@championbreweries.com
www.championbreweries.com

24 July 2025

The Director General
Securities & Exchange Commission
SEC Towers
Plot 272 Samuel Adesujo Ademulegun Street
Central Business District
Garki
Abuja

Dear Sir/Madam,

DECLARATION BY THE ISSUER IN RESPECT OF CHAMPION BREWERIES PLC'S ₦45 BILLION BOND ISSUANCE PROGRAMME REGISTRATION AND SERIES 1 BOND ISSUANCE OF UP TO ₦30 BILLION (THE "TRANSACTION")

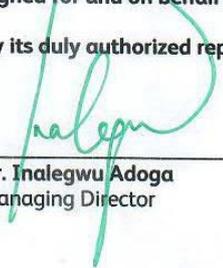
This Shelf Prospectus has been prepared by the Issuing Houses on behalf of Champion Breweries Plc ("Champion Breweries" or the "Issuer") for the purposes of providing information to prospective investors on relevant aspects of the Issuer in connection with the Transaction and the investment in the securities issued therein.

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

1. We confirm that we have taken reasonable care to ensure that the information contained in this Shelf Prospectus and any supplement thereto, is to the best of our knowledge and belief, 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 financial prospects of the Issuer since the date of this Shelf Prospectus.
3. The Issuer has not, during the 12 calendar months immediately preceding the date of the application to Securities and Exchange Commission for registration of this Shelf Prospectus, breached any terms and conditions in respect of borrowed monies which has resulted in the occurrence of an immediate recall of such borrowed monies.
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.

Signed for and on behalf of Champion Breweries Plc

By its duly authorized representatives:


Dr. Inalegwu Adoga
Managing Director


Mr. Rasheed Adebisi
Finance Director


Chief Tosan Aiboni
Company Secretary

Directors: I. Jacob (Chairman), I. Adoga (MD/CEO), R. Adebisi (FD), O. Ajabi, M. Akpobome (Mrs), S. Aigbedo, D. Ajayi, D. Owoka, S. Otitan, J. Shoboiki (Mrs.)


CHIDI OKOROJI
NOTARY PUBLIC
Suite 20B, Entrance 7,
TBS, Lagos.
08037218355
chidiokoroji@gmail.com





Champion Breweries Plc.

Industrial Layout, Aka Offot, P.M.B. 1106, Uyo, Akwa Ibom State, Nigeria. RC 13388

Email: info.cbplc@championbreweries.com

www.championbreweries.com

21 July 2025

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

Dear Sir,

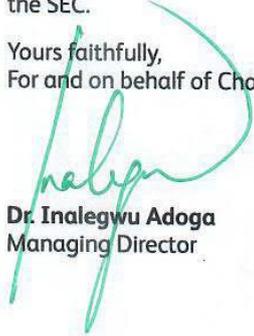
CONFIRMATION OF GOING CONCERN STATUS OF CHAMPION BREWERIES PLC ("CHAMPION BREWERIES" OR THE "ISSUER")

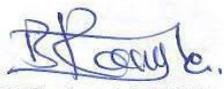
Champion Breweries PLC is in the process of seeking registration of its ₦45 Billion Bond Issuance Programme and a subsequent Series 1 Bond Issuance of up to ₦30 Billion with the Securities and Exchange Commission (the "SEC").

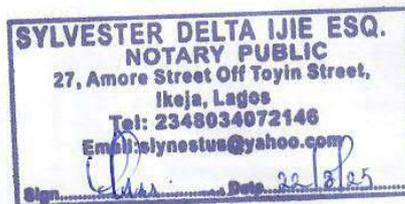
Based on our review of the financial statements of Champion Breweries PLC (the "Issuer") for the year ended 31 December 2024, we have a reasonable expectation that the Sponsor has adequate resources to continue as a going concern in the foreseeable future.

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

Yours faithfully,
For and on behalf of Champion Breweries PLC


Dr. Inalegwu Adoga
Managing Director


Mr. Rasheed Adebiyi
Finance Director



Directors: I. Jacob (Chairman), I. Adoga (MD/CEO), R. Adebiyi (FD), O. Alabi, M. Akpobome (Mrs), S. Aigbedo, D. Ajayi, D. Butler (South African), E. Idiahi, T. Owoka, S. Ottan, J. Shoboiki (Mrs.)

Deloitte.

P. O. Box 965
Marina
Lagos
Nigeria

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

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

4 August 2025

The Managing Director
Champion Breweries Plc
Industrial layout, Aka Offot,
PMB 1106 Uyo
Akwa Ibom State Nigeria

The Managing Director
Rand Merchant Bank Nigeria Limited
3rd Floor, Wings East Tower
17A Ozumba Mbadiwe Street
Victoria Island
Lagos
Nigeria

Dear Sirs,

CONFIRMATION OF GOING CONCERN STATUS OF CHAMPION BREWERIES PLC

Champion Breweries Plc – ₦45,000,000,000 Bond Issuance Programme

Champion Breweries Plc is in the process of raising funds through ₦45,000,000,000 Bond Issuance Programme registered by the Securities and Exchange Commission ("SEC").

We have carried out the audit of the financial statements of Champion Breweries Plc for the year ended 31 December 2024, which were prepared in accordance with the International Financial Reporting Standards, the Companies and Allied Matters Act 2020 and the Financial Reporting Council of Nigeria (Amendment) Act 2023.

We confirm that the audited financial statements of Champion Breweries Plc for the year ended 31 December 2024 were on a going concern basis that Champion Breweries Plc would continue as a going concern in the next 12 (twelve) months from the date of our report (28 February 2025). Therefore, we considered it appropriate that the Directors of Champion Breweries Plc have prepared the financial statements for the year ended 31 December 2024 on a going concern basis.

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

Yours faithfully,



Ngozika Emeka-Eze
For: Deloitte & Touche
Lagos, Nigeria.



The list of Partners and Partner equivalents is available in our office.
Associate of Deloitte Africa, a Member of Deloitte Touche Tohmatsu Limited



Champion Breweries Plc.

Industrial Layout, Aka Offot, P.M.B. 1106, Uyo, Akwa Ibom State, Nigeria. RC 13388
Email: info.cbplc@championbreweries.com
www.championbreweries.com

THE FEDERAL REPUBLIC OF NIGERIA
THE COMPANIES AND ALLIED MATTERS ACT, NO. 3 2020 (AS AMENDED)
PUBLIC COMPANY LIMITED BY SHARES
RESOLUTION OF THE BOARD OF DIRECTORS
OF
CHAMPION BREWERIES PLC

At a meeting of the Board of Directors (the "Board") of Champion Breweries Plc (the "Company"), duly convened and held on the Thursday, July 24, 2025 at via Teleconference (ZOOM) from Industrial Layout, Aka Offot, P. M.B. 1106, Uyo, Akwa Ibom State, Nigeria, the following was proposed and duly passed as resolutions of the Board:

That:

1. the Company be and is hereby authorized to establish a Bond Issuance Programme in the sum of ₦45,000,000,000 (Forty-Five Billion Naira) (the "Programme"), subject to obtaining the relevant regulatory approvals;
 - a) further to the establishment of the Programme, the Company be and is hereby authorized to raise capital of up to ₦30,000,000,000 (Thirty Billion Naira) through the issuance of bonds under the Programme, on such terms and conditions as may be determined by the Board (the "Series 1 Issuance"), subject to obtaining all relevant regulatory approvals;
 - b) the Company be and is hereby authorised to utilize the proceeds from the Series 1 Issuance for such purposes and upon such terms and conditions as may be determined by the Board, subject to the procurement of all relevant regulatory approvals; and
 - c) in the event that there is an oversubscription of the Series 1 Issuance up to the maximum limit prescribed under applicable regulations and approved by the relevant regulatory authority, the Company be and is hereby authorised to receive the proceeds of excess monies arising from such oversubscription.
 - d) That anyone (1) director of the Company, or any 2 (two) or more directors of the Company together, or a director and the company secretary, as may be required 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;

Directors: I. Jacob (Chairman), I. Adoga (MD/CEO), R. Adebisi (FD), O. Alabi, M. Akpobome (Mrs), S. Aigbedo, D. Ajayi, D. Butler (South African), E. Idiahi, T. Owoka, S. Ottan, J. Shobolki (Mrs.)

2. That the Management of the Company be and is hereby authorized to take all steps and do all acts to give effect to the Programme and Series 1 Issuance as necessary or incidental to, or required for effecting the resolutions set out above; and
3. The Directors of the Company be and are hereby authorised to do all acts and perform all such other acts and do all such other things as may be necessary to give effect to the Programme and Series 1 Issuance; and that all actions previously taken by the Directors in that regard be and are hereby ratified."

DATED THIS 24th DAY OF JULY 2025



**MR. IMO- ABASI JACOB
CHAIRMAN**



**CHIEF TOSAN AIBONI
COMPANY SECRETARY**



Directors: I. Jacob (Chairman), I. Adoga (MD/CEO), R. Adebiji (FD), O. Alabi, M. Akpobome (Mrs), S. Aigbedo, D. Ajayi, D. Butler (South African), E. Idiahi, T. Owoka, S. Ottan, J. Shoboiki (Mrs.)

PARTIES TO THE PROGRAMME

Directors and Company Secretary of the Issuer

Mr. Imo-Abasi Jacob (Chairman)
Industrial layout, Aka Offot,
PMB 1106, Uyo,
Akwa Ibom

Dr. Adoga Inalegwu (Managing Director)
Industrial layout, Aka Offot,
PMB 1106, Uyo,
Akwa Ibom

Dr. Jayne Thompson Shoboki (Non-Executive Director)
Industrial layout, Aka Offot,
PMB 1106, Uyo,
Akwa Ibom

Mr. Rasheed Adebiyi (Executive Director)
Industrial layout, Aka Offot,
PMB 1106, Uyo,
Akwa Ibom

Mr. Thompson S. B. Owoka (Non-Executive Director)
Industrial layout, Aka Offot,
PMB 1106, Uyo,
Akwa Ibom

Alhaji Shuaibu A. Ottan (Independent Non-Executive Director)
Industrial layout, Aka Offot,
PMB 1106, Uyo,
Akwa Ibom

Mr. Olufunmiyi Alabi (Non-Executive Director)
Industrial layout, Aka Offot,
PMB 1106, Uyo,
Akwa Ibom

Mr. Ehimare Idiahi (Non-Executive Director)
Industrial layout, Aka Offot,
PMB 1106, Uyo,
Akwa Ibom

Mr. Samson Aigbedo (Non-Executive Director)
Industrial layout, Aka Offot,
PMB 1106, Uyo,
Akwa Ibom

Mr. Oladele O. Ajayi (Non-Executive Director)
Industrial layout, Aka Offot,
PMB 1106, Uyo,
Akwa Ibom

Tosan Atle Aiboni (Company Secretary)
Industrial layout, Aka Offot,
PMB 1106, Uyo,
Akwa Ibom

Mrs. Mary Atunyota (Non-Executive Director)
Industrial layout, Aka Offot,
PMB 1106, Uyo,
Akwa Ibom

Mr David Butler (Non-Executive Director)
Industrial layout, Aka Offot,
PMB 1106, Uyo,
Akwa Ibom

Audit Committee Members of the Issuer

Mr. Thompson S. B. Owoka (Non-Executive Director)
Industrial layout, Aka Offot,
PMB 1106, Uyo,
Akwa Ibom

Mrs. Mary Atunyota (Non-Executive Director)
Industrial layout, Aka Offot,
PMB 1106, Uyo,
Akwa Ibom

Mr. Olayemi Olatunde (Member/Shareholder)
Industrial layout, Aka Offot,
PMB 1106, Uyo,
Akwa Ibom

Mr. Adebayo O. Abayomi (Member/Shareholder)
Industrial layout, Aka Offot,
PMB 1106, Uyo,
Akwa Ibom

Chief Peter Mgbeahuru (Member/Shareholder)
Industrial layout, Aka Offot,
PMB 1106, Uyo,
Akwa Ibom

Issuing Houses

Rand Merchant Bank Nigeria Limited
3rd Floor, Wings East Tower
17A Ozumba Mbadiwe Street
Victoria Island
Lagos

FBNQuest Merchant Bank Limited
2 Broad Street,
Lagos Island,
Lagos

CardinalStone Partners Limited
5 Okotie Eboh Street
Off Awolowo Road
Ikoyi
Lagos

FCMB Capital Markets Limited
First City Plaza (6th Floor)
44 Marina
Lagos

Greenwich Merchant Bank Limited
Plot 1698A Oyin Jolayemi Street
P. M. B, 80074
Victoria Island
Lagos

Solicitor to the Transaction

Banwo & Ighodalo
48, Awolowo Road
South-west Ikoyi,
Lagos

YB
Yemi Gbade

Solicitor to the Issuer

Templars Law
The Octagon
13A, A. J. Marinho Drive
Victoria Island,
Lagos

Steele
ZELE
AKINBELE

Bond Trustees

BOI Investment & Trust Company Limited
2nd Floor, Wing A, Plot 259,
Etim Inyang Crescent
Victoria Island,
Lagos

Victor Udech

Greenwich Trustees Limited
5th Floor, St. Nicholas House
No. 2-10 Hospital Road,
Lagos Island
Lagos

Angela Agre-Davies
ANGELA AGRE-DAVIES

UTL Trust Management Services Limited
2nd Floor, ED Building
No. 47 Marina,
Lagos Island,
Lagos

Claude Omotona

Reporting Accountant

SIAO Partners
18b Olu Holloway Road,
(Former Temple Road), Off Kingsway Road,
Ikoyi,
Lagos

Abiodun Ariyiba
Abiodun Ariyiba

Auditor

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

SEUN EJODAME
Samuel

Rating Agency

Global Credit Rating Company Limited
New Africa House (11th Floor)
31 Marina
Lagos

Solomon Ayala-Farayda
Shady

Receiving Banks

Rand Merchant Bank Nigeria Limited
3rd Floor, Wings East Tower
17A Ozumba Mbadiwe Street
Victoria Island
Lagos

WICTUKUM CTB

FBNQuest Merchant Bank Limited
2, Broad Street
Marina
Lagos

AGZABI
AGZABI

Access Bank Plc
14/15, Prince Abiodun
Oniru Road
Victoria Island
Lagos

OLAYEMI Y.
AWIBONA

Custodian

Rand Merchant Bank Nigeria Limited
3rd Floor, Wings East Tower
17A Ozumba Mbadiwe Street
Victoria Island
Lagos

WICTUKUM CTB

Stockbrokers

APT Securities and Funds Limited
29 Marina Street,
Marina,
Lagos

K M Jamir
K M Jamir

PAC Securities Limited
Plot 8A Elsie Femi Pearse St,
Victoria Island,
Lagos

Victor Okonkwo
Victor Okonkwo

Registrar

Africa Prudential Plc
220, Ikorodu Road,
Palmgrove,
Lagos.

Bukola James-Cole
Buko

Contact Information:
Website: www.africaprudential.com
Email: projects@africaprudential.com
Telephone: +234 700 2374 7783

DOCUMENTS TO BE INCORPORATED BY REFERENCE

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

1. Each Applicable Pricing Supplement or Supplementary Prospectus relating to any Series or Tranche issued under this Prospectus.
2. The audited accounts (and notes thereto) and any audited interim financial statements published subsequent to such audited accounts of the Issuer for the five financial years prior to each issue of Bonds under this Programme, which shall be deemed to be incorporated in, and to form part of this Shelf Prospectus and which shall be deemed to modify and supersede the contents of this Shelf Prospectus as appropriate.

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 supplement to this Shelf Prospectus; also, the Issuer’s information given in this Shelf Prospectus and the terms and conditions of additional Bonds to be issued under the Programme may be updated in a supplement pursuant to the SEC Rules. Any such amendment or supplement will be incorporated by reference into this Shelf Prospectus and forms an integral part hereof. Any statement contained in a document that 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.

This Shelf Prospectus and any Supplementary Prospectus (as applicable) are accessible, and copies of them are available free of charge at the offices of the Issuing Houses (as set out below) from 8:00 am till 5:00 pm on Business Days, and on the website of the Issuer (www.Championbreweries.com), during the Validity Period. Requests for additional documents and telephone enquiries shall be directed to the Issuing Houses at the addresses stated below (except as otherwise stated in the relevant Pricing Supplement):

Lead Issuing House/Bookrunner	Joint Issuing Houses/Bookrunners	
 RMB RAND MERCHANT BANK NIGERIA LIMITED RC:1031371	 FBNQUEST MERCHANT BANK LIMITED RC:264978	
Joint Issuing Houses/Bookrunners		
 CARDINALSTONE CARDINALSTONE PARTNERS LIMITED RC:739441	 FCMB CAPITAL MARKETS FCMB CAPITAL MARKETS LIMITED RC:446561	 GREENWICH MERCHANT BANK GREENWICH MERCHANT BANK LIMITED RC:189502

THE PROGRAMME

This Shelf Prospectus is issued pursuant to the ISA, SEC Rules, listing and quotation requirements of the Exchanges and contains particulars in compliance with the requirements of SEC for the purpose of giving information to the public with regard to the Programme. The specific terms of each Series or Tranche in respect of which this Shelf Prospectus is being delivered will be set forth in the Applicable Pricing Supplement and shall include the specific designation, aggregate Principal Amount, the currency or currency unit for which the Bonds may be purchased, maturity, interest provisions, authorised denominations, Issue Price, any terms of redemption and any other specific terms. If a specific issue under the Programme requires a listing, an application will be made to the NGX and/or the FMDQ for the admission of such Bonds to the relevant exchange. The Bonds also qualify as a security in which Trustees may invest under the Trustee Investments Act Chapter T22, LFN 2004.

Each Director of the Issuer represents that he/she has taken reasonable care to ensure that the information concerning the Issuer contained in this Shelf Prospectus is true and accurate in all material respects as at the date of this Shelf Prospectus and confirm, having made all reasonable enquiries, that to the best of his/her knowledge and belief, there are no material facts, the omission of which, would make any material statement herein misleading or untrue. Investors are advised to note that the liability for false or misleading statements or acts made in connection with this Shelf Prospectus is provided Sections 113 and 114 of the ISA.

Lead Issuing House/Bookrunner		Joint Issuing Houses/Bookrunners	
 RMB RAND MERCHANT BANK NIGERIA LIMITED RC:1031371		 FBNQUEST MERCHANT BANK LIMITED RC:264978	
Joint Issuing Houses/Bookrunners			
 CARDINALSTONE CARDINALSTONE PARTNERS LIMITED RC:739441	 FCMB FCMB CAPITAL MARKETS LIMITED RC:446561	 GREENWICH GREENWICH MERCHANT BANK LIMITED RC:189502	

ON BEHALF OF



CHAMPION BREWERIES PLC RC 13388

are authorised to issue this Shelf Prospectus in respect of the
₦45,000,000,000 Bond Issuance Programme

This Shelf Prospectus has been registered with SEC. The registration of this Shelf Prospectus and any subsequent Pricing Supplement shall not be taken to indicate that SEC endorses or recommends the Bonds 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 Issuer from time to time within the Validity Period. No Bonds will be issued on the basis of this Shelf 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 renewed by SEC.**

This Shelf Prospectus contains:

1. on page 13, a declaration to the effect that the Issuer 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 twelve (12) calendar months immediately preceding the date of filing an application with SEC for the registration of this Shelf Prospectus;
2. on pages 28 to 45, the Terms and Conditions of the Bonds;
3. on pages 68 the Reporting Accountants' Report on the Issuer's historical financial information, prepared by SIAO Partners for incorporation in this Shelf Prospectus;
4. on Page 70, an extract of the rating report prepared by Global Credit Rating Company Limited; and
5. on page 109 -110, the details and summary of the claims and litigation of the Issuer prepared by the Solicitors to the Transaction, Banwo & Ighodalo.

DESCRIPTION OF THE PROGRAMME

The information contained in this section is a summary of certain aspects of the Programme and the principal features of the Bonds to be issued thereunder. This summary does not contain all the information that is to be considered before investing in the Bonds nor does it purport to be a complete or professional review of the investment situation regarding the possible acquisition of the Bonds which may currently be under consideration. Therefore, it should be read in conjunction with, and is qualified in its entirety by, reference to the detailed information presented in the remainder of this Shelf Prospectus and to the detailed provisions of each of the Offer Documents and, in relation to any particular Series, the Applicable Pricing Supplement. Investors should read the entire Shelf Prospectus carefully, especially the risks involved in investing in the Bonds which are discussed under "Risk Factors".

Description of the documentation framework

The Applicable Pricing Supplement for each Tranche or Series under the Programme will specify details of the use of proceeds of the particular Tranche or Series.

A summary of the documentation governing the Bonds to be issued under the Programme is outlined below:

- i. this Shelf Prospectus disclosing material information in relation to the Issuer;
- ii. the relevant Pricing Supplement containing specific terms relating to that particular issue of a Series of Tranche of Bonds;
- iii. a Programme Trust Deed between the Issuer and the Trustees setting out inter alia, the powers, rights, obligations/duties of the Trustees in relation to the Bonds issued under the Programme;
- iv. Series Trust Deed will be entered into constituting each Series issued by the Issuer, and will contain specific terms relating to that particular issue of Bonds; and
- v. Vending Agreement between the Issuer and the Issuing Houses in connection with the roles of management and marketing of the offer amongst others. These will be prepared on a series-by-series basis.

The documentation of each Series will specify which Bonds are being issued. Documentation relating specifically to the issuance of Bonds will be filed with, and reviewed by the Exchanges and/or SEC, as applicable.

Validity period of the shelf prospectus and delivery of documents

This Shelf Prospectus is valid from its date until 23 December 2028. No Bonds shall be issued or allotted on the basis of this Shelf Prospectus read together with the Applicable Pricing Supplement(s) later than the Validity Period or any other validity period as enforced by SEC from time to time unless the Validity Period is renewed by the Commission.

This Shelf Prospectus can be obtained free of charge from the offices of the Issuer and any of the Issuing Houses and can also be downloaded from the respective websites of the Commission and the Issuer, throughout its Validity Period.

SUMMARY OF THE PROGRAMME

This summary should be read as an introduction to this Shelf Prospectus. It does not purport to be complete and is taken from, and qualified in its entirety by, the remainder of this Shelf Prospectus as a whole and, in relation to any particular Series, the Applicable Pricing Supplement and other documents, if any, incorporated by reference into this Shelf Prospectus. Words and expressions defined in “Form of the Bonds” and “Terms and Conditions of the Bonds” shall have the same meanings in this summary:

TERMS	DESCRIPTION
Issuer	Champion Breweries Plc
Programme Description	<p>A bond issuance programme undertaken by the Issuer under which convertible and non-convertible, debt instruments in Series, and or Tranches with varying Maturity Dates may be issued, the maximum aggregate Principal Amount outstanding of which, shall not exceed the Programme Limit. The Programme covers Fixed Rate Bonds, Floating Rate Bonds, Zero Coupon Bonds and any combinations thereof and in any other format recognised by the SEC, all of which shall be denominated in Naira or in such other currency as may be agreed between the Issuing Houses and the Issuer and specified in the applicable Supplement</p> <p>No Bonds shall be offered on the basis of this Shelf Prospectus or any Pricing Supplement after the expiration of the Validity Period or any other validity period as enforced by the SEC from time to time unless the Validity Period is renewed by the SEC</p> <p>The Bonds shall be constituted by the Programme Trust Deed. A Series Trust Deed will be issued in respect of each Series, provided that any terms and conditions relevant to additional Bonds, if any, under the Programme shall be governed by the relevant Series Trust Deed</p>
Programme Limit	₦45,000,000,000 (Forty-Five Billion Naira) being the maximum aggregate amount of Bonds that may be issued under the Programme from time to time, as specified in this Prospectus
Lead Issuing House	Rand Merchant Bank Nigeria Limited or such other issuing house as may be specified in the Applicable Pricing Supplement
Joint Issuing House	Cardinal Stone Partners Limited, FBNQuest Merchant Bank Limited, FCMB Capital Markets Limited, Greenwich Merchant Bank Limited, and any other issuing house(s) appointed by the Issuer from time to time either in relation to the Programme or for a specific Series issued under the Programme
Bond Trustees	BOI Investment & Trust Company Limited, Greenwich Trustees Limited and UTL Trust Management Services Limited which are granted fiduciary power by the Issuer to enforce the terms and conditions under the Trust Deeds and such other Trustees that may be appointed from time to time by the Issuer as disclosed in the relevant Pricing Supplement
Registrar	Africa Prudential Plc and/or such other registrar as may be specified in the Applicable Pricing Supplement
Method of Issue	The Bonds under this Programme may be issued via an offer for subscription, auction or private placement, through a Book Building process and/or any other methods as specified in the Applicable Pricing Supplement approved by the SEC
Issuance in Series	The Bonds will be issued in Series, and each Series may comprise one or more Tranches issued on different dates. The Bonds in each Series will have identical terms (except that the Issue Date, Maturity Date, Issue Price, Coupon Commencement Date and related matters may be different). Details applicable to each Series and Tranche will be specified in the Applicable Pricing Supplement
Issuance in Tranches	Each Series may be issued in Tranches and the Bonds in each Tranche will have identical terms (except that the Issue Date, Maturity Date, Issue Price, Coupon Commencement Dates and related matters may be different)

SUMMARY OF THE PROGRAMME

Denominations	The Bonds will be issued in such denominations as specified in the Applicable Pricing Supplement
Currency	The Bonds shall be denominated in Naira (₦) or in such other currency as may be agreed between the Issuer and the Issuing Houses and specified in the relevant Pricing Supplement, subject to compliance with all applicable legal and regulatory requirements. Where any currency other than the Naira is specified in the relevant Pricing Supplement, the selling restrictions and additional disclosure requirements applicable to such other currency will be specified in the relevant Pricing Supplement
Use of Proceeds	The net proceeds from each Series or Tranche under the Programme will be used solely for the purposes for which the Bonds were issued and shall be disbursed in the manner disclosed in the Applicable Pricing Supplement
Maturity Date	As specified in the Applicable Pricing Supplement
Tenor	The tenor of a particular Series or Tranche shall be determined by the Issuer in consultation with the Issuing Houses and specified accordingly in the Applicable Pricing Supplement for the Bonds being issued
Tax Status of the Bonds	<p>Under relevant Nigerian tax laws, various forms of income including dividends, interest, royalties, discounts, charges, and annuities accruing in, derived from, brought into, or received in Nigeria are subject to tax. Specifically, interest is considered to be derived from Nigeria where the interest accrues from a Nigerian company or a company operating in Nigeria.</p> <p>Consequently, interest payments on the Bonds (being payment accrued from a Nigerian company) would ordinarily be subject to tax. The interest payments are subject to withholding tax at the applicable rate of 10 percent (10%) except where the recipient is within a jurisdiction where Nigeria has a ratified Double Tax Treaty (“DTT”) with reduced rates or enjoys an exemption from income tax payment. The Issuer is responsible for withholding this tax and remitting it to the appropriate tax authorities.</p> <p>Specifically, the Issuer will be required by law to withhold tax on Coupon payments to corporate Bondholders in accordance with the CITA and no additional amounts shall be paid to the Holders as a result thereof.</p> <p>In relation to individual investors, the Issuer will be required by law to withhold tax on Coupon payments to individual Bondholders in accordance with the PITA and no additional amounts shall be paid to the Holders as a result thereof.</p> <p>Regarding VAT, by virtue of the Finance Act, 2020 which expressly excludes securities from the definition of goods under the VAT Act, the proceeds realized from a disposal of the Bonds will be exempt from VAT. However, any commissions payable to the Depository for transactions conducted on a securities exchange, the SEC, the Exchanges and fees payable to the professional parties in relation to the Bond will be subject to VAT. The Issuer is required to pay VAT on commissions/fees payable to the SEC, the Exchanges and Depository for the registration and listing of the Bonds.</p> <p>In relation to capital gains tax, by virtue of the provisions of the CGT Act, capital gains tax is chargeable on gains derived from the disposal of the corporate bonds and other debt instruments other than 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</p>

period or sum of the periods for which he is present in Nigeria in that year of assessment exceeds 182 days.

The Stamp Duties Act (Chapter S8) LFN 2004 (as amended by the Finance Acts) 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.

Notwithstanding the foregoing, the Programme shall enjoy the benefits of the provisions of any re-enactment of the tax exemptions, and such extension, amendments, and modifications thereof.

Issue Price	Bonds may be issued at Par Value or at a discount to Par Value. The Issue Price of a specific Series or Tranche shall be specified in the applicable Supplement
Closing Date	The Closing Date of a specific Series or Tranche shall be stated in the Applicable Pricing Supplement
Coupon	Bonds may be interest-bearing or non-interest bearing. The Coupon, if any, payable on the Bonds shall be determined by the Issuer and Issuing Houses and stated accordingly in the Applicable Pricing Supplement
Frequency	The frequency of payment of interest and any other monies due on the Bonds shall be specified in the Applicable Pricing Supplement
Repayment	Repayment terms in respect of the Bonds issued under the Programme shall be specified in the Applicable Pricing Supplement
Day Count Convention	Different day count conventions may be stipulated in the Applicable Pricing Supplement
Principal Redemption	Bonds will be redeemed on the dates specified in the Applicable Pricing Supplement
Early Redemption	Early redemption will be permitted only to the extent specified in the Applicable Pricing Supplement, Programme Trust Deed and/or Series Trust Deed, and subject to any applicable legal and regulatory limitations
Redemption Amount	The Applicable Pricing Supplement will specify the redemption amount or, if applicable, the basis for calculating the redemption amounts payable
Form of Bonds/ Transferability	The Bonds will be issued in un-certificated (dematerialised or book entry) form and registered with a separate identification code with the Depository as specified in the applicable Supplement. The issue and ownership of the Bonds will be effected and evidenced by the particulars of the Bonds being entered in the Register by the Registrar. Where Bonds are represented by a certificate(s), such certificate will be numbered serially with an identifying number recorded in the relevant certificate and in the Register. The Bonds will be freely transferable in accordance with the provisions of the Trust Deeds
Interest Rate	If the Applicable Pricing Supplement so specifies, the Bonds of any Series will bear interest from the Coupon Commencement Date at the Coupon Rate specified in, or determined in accordance with the applicable Supplement and such interest will be payable in respect of each Coupon Period on the Interest Payment Date(s) specified in the Applicable Pricing Supplement. The interest payable on the Bonds of any Series for a period other than a full Interest Period shall be determined in accordance with the applicable Pricing Supplement

SUMMARY OF THE PROGRAMME

Pricing Supplement / Supplementary Shelf Prospectus	The final terms of each Series issued under the Programme will be set forth in a Pricing Supplement
Interest Period(s) or Interest Payment Dates for Bonds	Such period(s) or date(s) as shall be specified in the Applicable Pricing Supplement
Status of Bonds	The Bonds are direct and unconditional obligations of the Issuer, and the status of the Bonds shall be as set out under the relevant Pricing Supplement and Series Trust Deed
Subscription of Bonds	The Bonds may be subscribed to in accordance with the form of application set out in the Applicable Pricing Supplement relating to the particular Series being issued
Listing	Each Series or Tranche may be listed on the NGX and/or FMDQ platform, and/or admitted to listing, trading and/or quotation by any other listing authority, stock exchange and/or quotation system as specified in the relevant Supplement
Underwriting	Where applicable, the Bonds may be partially or fully underwritten at the instance of the Issuer, on a standby or firm basis as stated in the relevant Pricing Supplement
Issuer's Rating	The Issuer was assigned a rating of BBB+ by Global Credit Rating Company Limited
Issue Ratings	Bonds issued under the Programme will be assigned a rating and such rating shall be indicated in the applicable Supplement. The rating shall be valid for a period of one year from the date of the rating exercise, following which the rating will be reviewed in accordance with SEC Rules
Negative Pledge	The negative pledge applicable to the Bonds shall be as specified in the relevant Series Trust Deed
Event of Default	The events of default under this Programme are as specified in the Programme Trust Deed and relevant Series Trust Deed(s)
Governing Law	The Bond Issuance Programme, the Trust Deeds and Offer Documents will be governed by, and construed in accordance with the laws of the Federal Republic of Nigeria
Offer Documents	Include: (a) Shelf Prospectus; (b) Series Pricing Supplement; (c) Programme Trust Deed; (d) Series Trust Deed; (e) Reporting Accountants' Report; (f) Solicitors' Opinion on Claims and Litigation & Material Contracts; (g) Rating Reports; and (h) Vending Agreement

The receipt of this Shelf Prospectus or any information contained in it or supplied with it or subsequently communicated to any person does not constitute investment advice from the Issuing House to any prospective investor. Prospective investors should make their own independent assessment of the merits or otherwise of subscribing to the securities offered herein and should seek their own professional advice in connection with any prospective investment by them.

The members of the Board of Directors 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 herein 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. Additional information may be obtained through the office of the Issuing Houses as listed on page 18 of this Shelf Prospectus on any Business Day during the period of the respective opening and closing dates of the issuance of Bonds under the Programme, provided that the Issuing Houses possess such information or can acquire it without unreasonable effort or expense.

Nothing in this Shelf Prospectus should be construed to mean that the Issuing Houses are bound to provide any information coming to their attention to any Holder or potential investor in the Bonds. Also, the Issuing Houses are not bound to advise any investor or potential investors on the financial condition or affairs of the Issuer during the life of the arrangement contemplated therein.

The Bonds are complex financial instruments suitable only for sophisticated investors. As such, each potential investor in any Bonds must determine the suitability of that investment in light of its own circumstances.

A potential investor should not invest in the Bonds, which are complex financial instruments unless the potential investor has the expertise (either alone or with a financial adviser) to evaluate how the Bonds will perform under changing conditions, the resulting effects on the value of the Bonds and the impact this investment will have on the potential investor's overall investment portfolio.

In particular, each potential investor should: (i) have sufficient knowledge and experience to make a meaningful evaluation of the Bonds, the merits and risks of investing in the Bonds and the information contained or incorporated by reference in this Shelf Prospectus or any applicable Supplement; (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Bonds and the impact such an investment will have on its overall investment portfolio; (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Bonds, including thoroughly understanding the terms of the Bonds and be familiar with the behaviour of any relevant indices and financial markets; and (iv) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

TERMS AND CONDITIONS OF THE BONDS

*The following is the text of the terms and conditions of the Bonds which subject to amendment and as completed, modified, supplemented, varied or replaced, in whole or in part, by the final terms which are attached to the applicable Series Trust Deed, and Pricing Supplement (the “**Final Terms**”).*

*The provisions of these Terms and Conditions of the Bonds (the “**General 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. Bonds will be issued in individual Tranches which, together with other Tranches, may form a Series of Bonds. Any provisions of the Final Terms modifying, supplementing or replacing, in whole or in part, the provisions of these General Conditions shall be deemed to so modify, supplement or replace, in whole or in part, the provisions of these General Conditions; alternative or optional provisions of these General 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 General Conditions; and all provisions of these General Conditions which are inapplicable to the Bonds shall be deemed to be deleted from these General Conditions as required to give effect to the terms of the relevant Final Terms.*

The Bonds are constituted by a trust deed (the “**Programme Trust Deed**”) dated 23 December 2025 amongst Champion Breweries PLC (the “**Issuer**”), and UTL Trust Management Services Limited (“**UTL**”), BOI Investment and Trust Company Limited (“**BOI-ITC**”), and Greenwich Trustees Limited (“**Greenwich**”) (UTL, BOI and Greenwich are collectively referred to as the “**Trustees**” which expression shall include all persons for the time being appointed as trustee or trustees under the Programme Trust Deed).

Any Tranche or Series of Bonds which is to be created and issued pursuant to the Programme Trust Deed shall be constituted by, be subject to and have the benefit of a Series Trust Deed (the “**Series Trust Deed**”) between the Issuer and the Trustees. The Issuer shall execute and deliver such Series Trust Deed to the Trustees containing such provisions (whether or not corresponding to any of the provisions contained in the Programme Trust Deed) as the Trustees may require. Each Series Trust Deed shall set out the form of the Tranche of Bonds to be so constituted thereby and may be accompanied by legal opinions (in form and substance satisfactory to the Trustees) or supporting authorisations/approvals as may be required by the Trustees.

The Bondholders are entitled to the benefit of and are bound by, and are deemed to have notice of, all the provisions of the Programme Trust Deed and the relevant Series Trust Deed applicable to them. The Programme Trust Deed and any Series Trust Deed are hereinafter collectively referred to as the “**Trust Deed**”.

These terms and conditions include summaries of and are subject to the detailed provisions of the Trust Deed. Except otherwise stated, words and expressions defined in the Programme Trust Deed shall bear the same meanings when used herein.

CONDITION 1

CURRENCY, FORM, TITLE AND DENOMINATION

(a) Issue and Currency

The Bonds may be issued by the Issuer in Series or Tranches pursuant to the Programme Trust Deed. A Tranche of Bonds may, together with a further Tranche or Tranches, form a Series of Bonds issued, provided that the aggregate nominal amount of all Bonds Outstanding under the Programme at any one point in time does not exceed the Programme Limit. The Pricing Supplement for each Tranche of Bonds is (to the extent relevant) incorporated herein for the purposes of those Bonds and supplements these General Conditions.

The Pricing Supplement may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with these General Conditions, replace or modify these General Conditions for the purposes of those Bonds.

The Bonds shall be in registered form or as may be specified in the applicable Final Terms, in a specified currency and in specified denomination(s). The Bonds issued under the Programme may be Fixed Rate Bonds, Floating Rate Bonds, Zero-coupon Bonds, or a combination of any of the foregoing, subject to the applicable Final Terms.

The Bonds may also be Instalment Bonds depending upon the redemption/payment basis shown in the applicable Final Terms. The Bonds may also be Senior or Subordinated Bonds as indicated in the applicable Final Terms.

(b) Form and Title

The Bonds shall be issued in dematerialised (book-entry) form which shall be registered with a separate securities identification code with the CSD and each Bondholder shall be issued an E-allotment Notification. Each Bondholder shall be entitled to deal in the same, in accordance with CSD procedures and guidelines.

The CSD Statement of Account shall be conclusive and binding for all purposes save in the case of manifest error and such person named therein shall be treated by the Issuer, the Trustees and the Registrar as the legal and beneficial owner of such aggregate number of Bonds for all purposes.

(c) Listing

A Tranche of Bonds may be listed on The Exchange or on such other or further financial exchange(s) as may be determined by the Issuer, subject to any applicable laws. Unlisted Bonds may also be issued under the Programme. The Pricing Supplement will specify whether or not a Series or Tranche of Bonds will be listed, on which financial exchange(s) they are to be listed (if applicable) and, if such Series or Tranche of Bonds are to be listed, the relevant platform or sub-market such Tranche of Bonds are to be listed.

(d) Denomination

The aggregate nominal amount specified currency and specified denomination of a Series or Tranche of Bonds will be specified in the applicable Pricing Supplement

(e) Closed Periods

No Bondholder may require the transfer of the Bonds to be registered: (i) during the period of fifteen (15) days immediately prior to the due date for redemption of, or payment of any Coupon or Instalment Amount in respect of that Bond; (ii) after any Bond has been called for redemption by the Issuer or a Bondholder pursuant to Condition 4 (*Redemption, Purchase and Options*); or (iii) following the issuance of default notice to the Issuer by the Trustees pursuant to Condition 9 (*Events of Default*).

CONDITION 2

STATUS OF THE BONDS

(a) Status of the Senior Bonds

Unless otherwise specified in the applicable Pricing Supplement, the Senior Bonds shall constitute direct, unsecured, senior and unconditional, obligations of the Issuer and shall at all times rank *pari passu* and without any preference or priority among themselves. The payment obligations of the Issuer under the Senior Bonds in respect of principal and any Coupon thereon shall, save for such obligations as may be preferred by applicable legislation relating to creditor's rights, at all times rank at least equally with all other unsecured and unsubordinated indebtedness and monetary obligations of the Issuer, present and future.

CONDITION 3

COVENANTS

For as long as any of the Senior Bonds remains Outstanding (as defined in the Programme Trust Deed), the Issuer shall/undertakes to comply with the following covenants:

(a) **Negative Pledge**

The Issuer shall not create any mortgage, charge, pledge, lien or any encumbrance upon the whole or any part of its present or future assets to secure any indebtedness for listed bonds or other listed securities for a value exceeding [N25,000,000,000 (Twenty-Five Billion Naira)], unless the Issuer's obligations under the Senior Bonds are secured equally and rateably therewith or have the benefit of such other security, guarantee, indemnity or other arrangement as the Trustees in their absolute discretion shall deem not to be materially less beneficial to the Bondholders.

[PROVIDED THAT the restrictions in this Condition 3 will not apply to Permitted Security]

(b) **Indebtedness**

Save as provided in the Programme Trust Deed, the Issuer may incur any other indebtedness for borrowed moneys provided that such indebtedness shall not be in breach of Condition 3 (a) above.

(c) **Restricted Payments**

Save as provided in the Programme Trust Deed, the Issuer shall not, without the prior written consent of the Trustees (such consent not to be unreasonably withheld or delayed), declare or pay any dividend in cash or otherwise make a distribution (whether by way of redemption, acquisition or otherwise) in respect of their share capital if an Event of Default or a Potential Event of Default has occurred and is continuing.

(d) **No Consolidation or Merger**

Save as provided in the Programme Trust Deed, the Issuer, without the prior written consent of the Trustees (such consent not to be unreasonably withheld or delayed), shall not consolidate with or merge into any other Person (or enter into any transaction whose effect would be similar to that of a merger) or sell, convey, transfer, lease or otherwise dispose of all or substantially all of its property and assets to any Person by one or more transactions or series of transactions (whether related or not) (any such consolidation or merger (or transaction whose effect would be similar to that of a merger) and such transaction or series of transactions, a "consolidation" or "merger") unless:

- (i) the Issuer shall be the continuing Person or the successor Person (as a result of such consolidation or merger) shall be a corporation organised and validly existing under the laws of Nigeria, and shall expressly assume by a supplemental trust deed to the Trust Deed in form and substance satisfactory to the Trustee, all of the obligations of the Issuer under the Trust Deed;
- (ii) immediately before and after given effect to such consolidation or merger, no Potential Event of Default (as defined in the Trust Deed) or Event of Default shall have occurred and be continuing;
- (iii) the Issuer or 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 subparagraphs (i) and (ii) above; and
- (iv) a Rating Reaffirmation is obtained in respect of such merger or consolidation or transfer of assets, as the case may be.

(e) **Cessation of Business**

Save as otherwise permitted in the Programme Trust Deed, the Issuer shall not engage in any business or activities not permitted under its memorandum and articles of association or relevant laws applicable to its continued corporate existence.

TERMS AND CONDITIONS OF THE BONDS

The Issuer shall procure that no material change that would have a Material Adverse Effect is made to the nature of its business from that carried on as at the date of the relevant Series Trust Deed or conduct its business in a manner that might jeopardize the Issuer's fulfillment of its obligations under the Trust Deed.

The Issuer shall not deliberately take steps that may result in a rating downgrade of the Bonds ratings.

(f) **Trustees Not Obligated to Monitor Compliance**

The Issuer shall furnish the Trustees annually, with a certificate on which the Trustees may rely to confirm its compliance with the Conditions (including Conditions 3(c), 3(d) and 3(e)). Notwithstanding this, the Trustees are not obliged to monitor compliance by the Issuer with the Conditions (including Conditions 3(c), 3(d) and 3(e)).

CONDITION 4

REDEMPTION, PURCHASE AND OPTIONS

A Series or Tranche of Bonds will be redeemed on the Maturity Date in accordance with Condition 4(a) (*Scheduled Redemption*). If "*Redemption at the option of the Issuer (Call Option)*" and/or "*Redemption at the option of the Bondholders (Put Option)*" and/or "*Redemption for Taxation Reasons*" is specified as applicable in the Pricing Supplement, a Tranche of Bonds may, or upon the occurrence of an Event of Default as set out in Condition 9 (*Events of Default*) be redeemed prior to its Maturity Date in accordance with this Condition 4 (*Redemption, Purchase and Options*).

(a) **Scheduled Redemption**

Unless previously redeemed or purchased and cancelled as specified below, the Bonds will be redeemed at the Final Redemption Amount on the Maturity Date subject to the provisions contained in Condition 5 (*Payments*).

(b) **Redemption by Instalments and Final Redemption**

(i) Unless previously redeemed, purchased and cancelled as provided in this Condition 4, Bonds of a Series or Tranche that provide for Instalment Dates and Instalment Amounts shall be partially redeemed on each Instalment Date at the related Instalment Amount specified in respect of such Bonds. The outstanding nominal amount of such Bonds shall be reduced by the Instalment Amount (or, if such Instalment Amount is calculated by reference to a proportion of the nominal amount of such Bonds, such proportion) for all purposes with effect from the related Instalment Date, unless payment of the Instalment Amount is improperly withheld or refused, in which case, such amount shall remain outstanding until the Relevant Date relating to such Instalment Amount. The Registrar shall update the Register to reflect the amount outstanding within five (5) Business Days of the Instalment Date.

(ii) Unless previously redeemed, purchased and cancelled as provided below, the Bonds shall be finally redeemed on the Maturity Date specified in the relevant Final Terms at its Final Redemption Amount (which, unless otherwise provided in respect of the Bonds, is its nominal amount) or, in the case of Bonds falling within paragraph (i) above, its final Instalment Amount.

(c) **Early Redemption**

The Early Redemption Amount payable in respect of Bonds of a Series (upon redemption of such Bonds pursuant to Condition 4(c) or upon it becoming due and payable as provided in *Condition 9 (Events of Default)*), shall be the Final Redemption Amount unless otherwise specified in the Final Terms in respect of the Bonds.

(d) **Redemption at the Option of the Issuer (Call Option)**

If the Issuer is specified in the Pricing Supplement as having an option to redeem, the Bonds may, be redeemed at the option of the Issuer in whole or, if so specified in the Pricing Supplement, in part, upon the Issuer, having given:

- (i) not less than thirty (30) and not more than sixty (60) days, or such other period as specified in the Pricing Supplement, notice to the Bondholders in accordance with Condition 13 (Notices);
- (ii) not less than seven (7) days before giving the notice referred to above, to redeem all or some of the Bonds then Outstanding on the Optional Redemption Date(s) (Call) and at the Optional Redemption Amount(s) (Call) specified in, or determined in the manner specified in, the Pricing Supplement together, if appropriate, with Coupon accrued up to (but excluding) the Optional Redemption Date(s) (Call); and
- (iii) Any such redemption amount must be of a nominal amount equal to or greater than the Minimum Redemption Amount or equal to or less than the Maximum Redemption Amount, both as specified in the Pricing Supplement, if applicable. In the event that the Issuer at any time determines to redeem parts only of the Bonds for the time being Outstanding, the particular Bonds to be redeemed shall be selected by drawing under the direction of the Trustees or at the option of the Issuer pro rata to holdings.

(e) **Redemption at the Option of the Bondholders (Put Option)**

If a Put Option is specified in the Pricing Supplement, the Issuer shall, at the option of a Bondholder, giving not less than fifteen (15) and not more than thirty (30) days' notice to the Issuer (or such other notice period as may be specified in respect of the Bonds), redeem such Bonds on the Optional Redemption Date(s) at its Optional Redemption Amount together with Coupon (if any) accrued to the date fixed for redemption.

In order to exercise the put option, the Bondholder must deposit with the Issuer at the Office (with a copy to the Trustees), a duly completed put option exercise notice ("**Exercise Notice**") within the notice period and give the Trustees such instructions as may be necessary to give effect to the exercise of the put option. Once such option has been exercised by the deposit of an Exercise Notice, it may not be withdrawn without the prior consent of the Issuer except where after giving the notice, but prior to the due date of redemption, 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 and the Trustees to withdraw the Exercise Notice and instead to declare such Bond forthwith due and payable pursuant to Condition 9 (*Events of Default*).

(f) **Redemption for Taxation Reasons**

If so specified in the Pricing Supplement, the Bonds may be redeemed at the option of the Issuer in whole, or in part,

- (i) at any time (if neither the Floating Rate Bonds provisions nor the Indexed Bonds provisions are specified in the Pricing Supplement as being applicable or, if they are, such provisions are not applicable at the time of redemption); or
- (ii) on any Coupon Payment Date (if the Floating Rate Bonds Provisions or the Indexed Bonds provisions are specified in the Pricing Supplement as being applicable and are applicable at the time of redemption); or
- (iii) on giving not less than thirty (30) nor more than sixty (60) days' notice to the Bondholders (which notice shall be irrevocable) at their Early Redemption Amount together with the Coupon accrued to the date fixed for redemption, if:
 - (a) the Issuer satisfies the Trustees and the SEC immediately prior to the giving of such notice that it has or will become obliged to pay additional amounts as

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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 date on which agreement is reached to issue the Series or Tranche of the Bonds; and

- (b) such obligation cannot be avoided by the Issuer taking reasonable measures available to it, 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 paragraph, the Issuer shall deliver to the Trustees and the SEC a certificate signed by two (2) Directors or a Director and Company Secretary stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred.

Provided, however, that no such notice of redemption shall be given earlier than:

- I. where the Bonds may be redeemed at any time, ninety (90) days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts or would be entitled (as such entitlement is materially reduced) to claim a deduction in respect of computing its taxation liabilities; or
- II. where the Bonds may be redeemed only on a Coupon Payment Date, sixty (60) days prior to the Coupon Payment Date occurring immediately before the earliest date on which the Issuer would be obliged to pay such additional amounts or would not be entitled (or such entitlement is materially reduced) to claim a deduction in respect of computing its taxation liabilities.

CONDITION 5

PAYMENTS

- (a) Only Bondholders named in the Register at the close of business on the fifteenth day (whether or not such fifteenth day is a Business Day) immediately prior to the relevant due date (the "**Record Date**") shall be entitled to payment of amounts due and payable in respect of Bonds.
- (b) Payments of an Instalment Amount (where applicable), the Principal Amount, final Instalment Amount and Coupon (where applicable) will be made in the relevant currency and by credit/electronic funds transfer to the specified bank account of the Bondholder. Provided however that the Issuer shall withhold amounts due to a Bondholder until a bank account is specified in writing by the Bondholder and the Bondholder shall not be entitled to any further Coupon, return or other payment in respect of any such delay. Coupon or returns on Bonds due will be paid to the Bondholder shown on the Register of Bonds of a Series at the close of business on the Record Date. The Bondholder shall be the only person entitled to receive payments in respect of Bonds and the Issuer will be discharged by payment to, or to the order of, the Bondholder in respect of each amount so paid.
- (c) If the Issuer is prevented or restricted directly or indirectly from making any payment by electronic funds transfer in accordance with the preceding paragraph (whether by reason of strike, lockout, fire, explosion, floods, riot, war, accident, act of God, epidemic, pandemics, embargo, legislation, shortage of or breakdown in facilities, civil commotion, unrest or disturbances, cessation of labour, Government interference or control or any other cause or contingency beyond the control of the Issuer), the Issuer shall make such payment by cheque of any such amounts made payable to the relevant Bondholder. Such payments by cheque shall be sent by registered post to the address of the Bondholder of registered Bonds as set forth in the Register or, in the case of joint Bondholders of Registered Bonds, the address set forth in the Register of that one of them who is first named in the Register in respect of that Bond. Payment by electronic transfer to the Bondholder first named in the Register shall discharge the Issuer of its relevant payment obligations under the Bonds. Cheques may be

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posted by registered post, provided that the Issuer shall not be responsible for any loss in transmission and the postal authorities shall be deemed to be the agent of the Bondholders for the purposes of all cheques posted in terms of this Condition 5(c) (*Payments*).

- (d) If the due date for payment of any amount in respect of the Bonds is not a Business Day, then the Bondholder thereof shall not be entitled to payment of the amount due until the following Business Day unless the day falls in the next calendar month, in which case the due date will be the immediately preceding day that is a Business Day, and the Bondholder shall not be entitled to any further Coupon, return or other payment in respect of any such delay. For the purpose of this Condition, "**Business Day**" means any day, other than a Saturday, Sunday or a Federal Government declared public holiday, on which banks are open for business in the Federal Republic of Nigeria and in the case of transfer to or from an account held by a non-resident Investor, in the place where such bank account is maintained.
- (e) All payments of all amounts (whether in respect of principal, Coupon or otherwise) due and payable in respect of any Bonds shall be made by the Trustees or the Registrar (if so instructed by the Trustees) from the Designated Accounts on behalf of the Issuer.
- (f) Interpretation of the Principal Amount:
 - (i) Any reference in the General Conditions to the Principal Amount in respect of the Bonds shall be deemed to include, as applicable, any additional amounts which may be payable with respect to the Principal Amount under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the Programme Trust Deed:
 - (a) the Final Redemption Amount of the Bonds;
 - (b) the Early Redemption Amount of the Bonds;
 - (c) the Optional Redemption Amount(s) (if any) of the Bonds;
 - (d) in relation to Bonds redeemable in instalments, the Instalment Amounts; and
 - (e) any premium and any other amounts (other than Coupon) which may be payable by the Issuer under or in respect of the Bonds.

CONDITION 6

TRANSFER OF BONDS

(a) **Transfer of Bonds**

All Bonds issued pursuant to the Programme Trust Deed shall be transferable subject to the provisions for registration of transfers contained therein.

The transfer of Bonds shall be regulated by the CSD procedures and guidelines.

Any Person becoming entitled to registered Bonds in consequence of the death or liquidation of the holder of such Bonds may, upon producing evidence to the satisfaction of the Issuer that he holds the position in respect of which he proposes to act under this Condition 6 (*Transfer of Bonds*) or of his title as the Issuer shall require, be registered himself as the holder of such Bonds or, subject to any procedure/requirements the Issuer shall require and the provisions on transfer, may transfer such Bonds.

The Register shall be maintained at the offices of the Registrar and the Registrar shall provide for the registration of any Bonds with respect to each Tranche or Series of Bonds or its transfer under such reasonable regulations as the Registrar with the approval of the Issuer and the Trustees may prescribe.

The Register shall reflect the number of registered Bonds issued and Outstanding, the date upon which each of the Bondholders was registered as such. The Register shall contain the

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name, address, and bank account details of the holders of the registered Bonds. The Register shall set out the Nominal Amount of the Bonds issued to such Bondholders and shall show the date of such issue. The Register shall be open for inspection during the normal business hours of the Registrar to any Bondholder or any person authorised in writing by any Bondholder.

The Register shall be closed during such periods, not exceeding an aggregate of thirty (30) days in any year.

(b) **Prohibition on Stripping**

Where so specified in the Pricing Supplement, Bonds which shall be issued subject to the condition that the relevant Bonds (including rights to Instalment Amounts and/or Coupon thereon, as applicable) may only be transferred to a single transferee at a time and accordingly that the various rights in respect of such Bonds may not be stripped and transferred to various transferees at different times.

Stripping of Bonds is otherwise permitted.

CONDITION 7

TAXATION

- (a) The Issuer will be required by law to withhold tax on Coupon payments to the corporate Bondholders.

The Nigeria Tax Act, 2025 (“**NTA**”), effective January 1, 2026, amends major existing tax laws, including the Companies Income Tax Act, Personal Income Tax Act, the Value Added Tax Act, and Capital Gains Tax Act. By virtue of the Finance Act, 2020 and Section 186(1)(m) of the NTA, which expressly excludes securities from the definition of goods and services under the Value Added Tax Act, the proceeds realized from a disposal of the Bonds will not be liable to VAT.

However, commissions payable to the SEC, the Exchange and the CSD for stock exchange transactions will be subject to VAT. Furthermore, by virtue of the Personal Income Tax (Amendment) Act 2011, interest payment received by individual bondholders are generally also exempt from personal income tax (“**PIT**”). By a Notice issued by the Lagos State Inland Revenue Service (“**LIRS**”) titled Payment of Personal Income Tax on Profit from Bonds and Short-Term Government Securities, following the expiration of the PIT exemption in a Notice titled the Personal Income Tax Exemption of Holders of Bonds and Short-Term Government Securities Notice (dated 2 January 2012, and issued by the Minister of Finance), 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. From January 1, 2026, Section 4 of the NTA provides that tax will be charged on income, profits or gains of any individual accruing in, or derived from 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.

- (b) The relevant Series Trust Deed will indicate the tax consequences of investment in the relevant Series or Tranche of Bonds.
- (c) Condition 7(a) is not intended to be and should not be construed to be tax advice to any prospective investor of the Bonds. Any prospective investor who is in any doubt as to his/her tax position or who is subject to taxation in any jurisdiction other than Nigeria should consult his/her own professional advisers without delay as to the consequences of an investment in the Bonds in view of his/her own circumstances.

CONDITION 8

PRESCRIPTION

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Claims against the Issuer for payment in respect of the Bonds shall be prescribed and become void unless made within six (6) years from the appropriate Relevant Date in respect of the Principal Amount and Coupon.

As used in these General Conditions, “**Relevant Date**” in respect of any payment means the date on which such payment first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date seven (7) days after that on which notice is duly given to the Bondholders that such payment will be made.

CONDITION 9

EVENTS OF DEFAULT

Upon the happening of any of the following events (“**Events of Default**”), the Issuer shall forthwith notify all the Bondholders and the Trustees. The Trustees at their discretion may, and if so requested in writing by Bondholders of at least one-tenth in principal amount of the Bonds of the relevant Series then Outstanding, or if so directed by a Special Resolution of the Bondholders of the Bonds of the relevant Series, shall give written notice to the Issuer at its specified offices, effective upon the date of receipt thereof by the Issuer, that an Event of Default has occurred and that the Bonds are immediately due and repayable, whereupon the Early Redemption Amount (if any) of the Bonds together with any accrued interest to the date of payment shall become immediately due and payable:

- (i) **Non-Payment:** default is made in the payment on the due date of the Principal Amount, Coupon and premium (if any) in respect of the Bonds and such default continues for a period of five (5) Business Days; or
- (ii) **Breach of Other Obligations:** the Issuer does not perform or comply with any one or more of its other obligations in the Bonds or the Programme Trust Deed which default is incapable of remedy, or is not remedied within thirty (30) days after written notice of such default shall have been given to the Issuer by the Trustees at their specified office; or
- (iii) **Cross-Default:** (A) any other present or future indebtedness of the Issuer for or in respect of monies borrowed or raised becomes due and payable prior to its stated maturity by reason of any default on the part of the Issuer, or (B) any such indebtedness is not paid when due or, as the case may be, within any applicable grace period, or (C) the Issuer fails to pay when due any amount payable by it under any present or future guarantee for, or indemnity in respect of, any monies borrowed or raised provided that the aggregate amount of the relevant indebtedness, guarantees and indemnities in respect of one or more of the events mentioned above in this paragraph (iii) have occurred and equals or exceeds [~~N~~25,000,000,000.00 (Twenty-Five Billion Naira)]; or
- (iv) **Enforcement Proceedings:** a distress, attachment, execution or other legal process is levied, enforced or commenced against the property, assets or revenues of the Issuer, where the value of such property, assets or revenue exceeds [~~N~~25,000,000,000.00 (Twenty-Five Billion Naira)], and such distress, attachment, execution or other legal process is not discharged or stayed within one hundred and eighty (180) days; **PROVIDED** that this shall not apply to any garnishee order or legal process resulting from the ordinary course of the Issuer’s banking activities, or where the legal process is being contested in good faith by the Issuer, and such contest is being pursued diligently and in a manner that does not materially jeopardize the financial condition of the Issuer; or
- (v) **Release of Issuer:** if there shall be any release of the Issuer from its obligations under this Deed, or any of the Programme Documents, other than in accordance with this Deed, including any release by operation of law, or any failure by the Issuer to make payment when demanded by the Trustees in accordance with the Programme Documents; or
- (vi) **Security Enforced:** any mortgage, charge, pledge, lien or other encumbrance, present or future, created or assumed by the Issuer over a material part (specifically 40%) of the Issuer’s property, assets or revenues, becomes enforceable and any step is taken to enforce it (including the taking of possession or the appointment of a receiver, manager or other similar person); or

- (vii) **Insolvency:** the Issuer is, or is deemed by law or a Court to be insolvent or unable to pay its debts, stops, suspends or threatens to stop or suspend payment of all or a material part of (or of a particular type of) its debts, proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors in respect of any of such debts or a Moratorium is agreed or declared in respect of or affecting all or any part of (or of a particular type of) the debts of the Issuer; or
- (viii) **Winding-up:** an order is made or an effective resolution passed for the winding-up or dissolution of the Issuer, or the Issuer shall apply or petition for a winding-up or administration order in respect of itself or ceases or through an official action of its board of Directors threatens to cease to carry on all or a substantial part of its business or operations, in each case except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation on terms approved by the Trustees or by a Special Resolution of the Bondholders; or
- (ix) **Failure to take action:** any action, condition or thing (including the obtaining of any consent, license, approval or authorisation) now or hereafter necessary to enable the Issuer to comply with its obligations under the Programme Trust Deed for the issuance of the Bonds is not taken, fulfilled or done, or any such consent, license, approval or authorisation shall be revoked, modified, withdrawn or withheld or shall cease to remain in full force and effect, resulting in the Issuer being unable to perform any of their obligations in terms of the Bonds or the Programme for the issuance of the Bonds for a period of two (2) weeks after the date on which written notice of such failure, requiring same to be remedied shall have been given to the Issuer by the Trustee.

Provided that if the failure is one which can be remedied but cannot be completely remedied within the two (2) weeks after written notice has been given, it shall not be an Event of Default with respect to such Series as long as the Issuer has taken active steps within the two (2) weeks after such written notice has been given to remedy the failure and is diligently pursuing such remedy; or

- (x) **Material Adverse Effect:** Upon the occurrence of an event with a Material Adverse Effect; or
- (xi) **Nationalisation:** any step is taken by any person with a view to the seizure, compulsory acquisition, expropriation or nationalisation of all or a material part of the assets of the Issuer.

CONDITION 10

ENFORCEMENT

- (a) The Trustees may, at any time, at their discretion and without notice institute such proceedings as the Trustees think fit to enforce their rights under the Trust Deed in respect of the Bonds of a relevant Series including the repayment of the Bonds at any time after the Bonds shall have become repayable under the terms of issue (including pursuant to Condition 9 (Events of Default)), but shall not be bound to do so unless:
 - (i) the Trustees have been so requested in writing by the Bondholders of not less than one-tenth in principal amount of the outstanding Bonds of a relevant Series or have been so directed by a Special Resolution passed at a meeting of the Bondholders convened in accordance with Clause 1.2 of Schedule 1 of this Deed; and
 - (ii) the Trustees have been indemnified, prefunded and/or secured to its satisfaction.
- (b) No Bondholder shall be entitled to proceed directly against the Issuer to enforce the provisions of the Trust Deed unless the Trustees having become bound so to proceed, fail so to do within fourteen (14) Business Days and the failure shall be continuing, in which case the Bondholder, shall have only such rights against the Issuer as those which the Trustees are entitled to exercise.
- (c) The Trustees or the Bondholders shall be entitled to all remedies available under the law for the recovery of amounts owing in respect of the Bonds or under the Trust Deed.

- (d) The Trustees shall also file a notice of any default and remedies being pursued with the SEC within ten (10) days of becoming aware of the occurrence of an Event of Default.
- (e) If the Floating Rate Bonds or Indexed Bonds of any Series become immediately due and repayable under Condition 9 (*Events of Default*) the rate and/or amount of coupon payable in respect of them will be calculated by a calculation agent (where so specified in the applicable Pricing Supplement) (the “**Calculation Agent**”) 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 Coupon Period during which the Bonds of the relevant Series become so due and repayable *mutatis mutandis* in accordance with the provisions of *Condition 11 (Coupon and Other Calculations)* except that the rates of Coupon need not be published.
- (f) Upon the occurrence of an Event of Default, the Trustees shall at their discretion be entitled to liquidate the Designated Accounts and or Permitted Investments for the payment of the amounts outstanding on the Bonds, provided however that the Trustees shall only be obliged to distribute to the Bondholders up to the extent of such amounts as it realises from the Designated Accounts or disposal of the Permitted Investments and such amounts shall be applied to meet the obligations of the Issuer in accordance with the Programme Trust Deed and the applicable Series Trust Deed.

CONDITION 11

COUPON AND OTHER CALCULATIONS

If the Pricing Supplement so specifies, the Bonds of any Tranche will bear Coupon from the Coupon Commencement Date at the Coupon Rate(s) specified in, or determined in accordance with, the Pricing Supplement and such Coupon will be payable in respect of each Coupon Period on the Coupon Payment Date(s) specified in the Pricing Supplement. The Coupon payable on the Bonds of any Series or Tranche for a period other than a full Coupon Period shall be determined in accordance with the Pricing Supplement.

(a) Coupon on Fixed Rate Bonds

Coupon on Fixed Rate Bonds will be paid on the Coupon Payment Dates specified in the Pricing Supplement.

Accrual of Coupon

The Bonds shall bear Coupon from the Coupon Commencement Date at the Coupon Rate payable in arrears on each Coupon Payment Date, subject as provided in Condition 5 (*Payments*). Each Bond will cease to bear Coupon from the relevant Coupon Termination Date.

Fixed Coupon Amount

The Coupon Amount payable in respect of each Bonds for any Coupon Period shall be the relevant Fixed Coupon Amount and, if the Bonds are in more than one Specified Denomination, shall be the relevant Fixed Coupon Amount in respect of the relevant Specified Denomination.

Calculation of Coupon Amount

The amount of Coupon payable in respect of each Bond for any period for which a Fixed Coupon Amount is not specified shall be calculated by applying the Coupon Rate to the Calculation Amount, multiplying the product by the relevant Day Count Fraction and rounding the resulting figure to the nearest sub-unit of the specified currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the specified denomination of such Bond divided by the Calculation Amount, provided that:

- (i) if an Initial Broken Amount is specified in the Pricing Supplement, then the first Coupon Amount shall equal the Initial Broken Amount specified in the Pricing Supplement; and

- (ii) if a Final Broken Amount is specified in the Pricing Supplement, then the final Coupon Amount shall equal the Final Broken Amount specified in the Pricing Supplement

(b) **Coupon on Floating Rate Bonds and Indexed Coupon Bonds**

Accrual of Coupon

The Bonds shall bear Coupon from the Coupon Commencement Date on the outstanding nominal amount at the Coupon Rate payable in arrears on each Coupon Payment Day, subject as provided in Condition 5 (*Payments*). Each Bond will cease to bear Coupon from the Coupon Termination Date.

Floating Coupon Rate

The Floating Coupon Rate which is applicable to a Series or Tranche of Floating Rate Bonds for a Coupon Period will be determined in the manner specified in the relevant Pricing Supplement

Indexed Coupon

If the Indexed Coupon Bond provisions are specified in the Pricing Supplement as being applicable, the Coupon Rate(s) applicable to the Bonds for each Coupon Period will be determined in accordance with the manner specified in the Pricing Supplement

Maximum and/or Minimum Coupon Rate

If the Pricing Supplement specifies a Maximum Coupon Rate for any Coupon Period, then the Coupon Rate for such Coupon Period shall in no event be greater than such Maximum Coupon Rate and/or if it specifies a Minimum Coupon Rate for any Coupon Period, then the Coupon Rate for such Coupon Period shall in no event be less than such Minimum Coupon Rate.

Determination of Floating Coupon Rate and Calculation of Coupon Amount

The Trustees, in the case of Floating Rate Bonds will, at or as soon as practicable after each time at which the Coupon Rate is to be determined in relation to each Coupon Period, procure the calculation of or calculate the Coupon Amount payable in respect of each Bonds for such Coupon Period. The Coupon Amount will be calculated by applying the Coupon Rate for such Coupon Period to the Calculation Amount and multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the specified currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the specified denomination of the relevant Bond divided by the Calculation Amount.

Calculation of Other Amounts

If the Pricing Supplement specifies that any other amount is to be calculated (by the Calculation Agent, if any), the Calculation Agent will, as soon as practicable after the time or times at which any such amount is to be determined, calculate the relevant amount. The relevant amount will be calculated by the Calculation Agent in the manner specified in the Pricing Supplement

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The Calculation Agent, if any, will cause each Coupon Rate determined by it, together with the relevant Coupon Payment Date, and any other amount(s) required to be determined by it, together with any relevant payment date(s) to be notified to the Issuer, the Trustees, any Exchange on which the relevant Floating Rate Bonds are for the time being listed, as soon as possible after their determination and in any event not later than the later of the day that is three (3) Business Days before the relevant Coupon Payment Date and the relevant Coupon Determination Date for that Coupon Period. Notice thereof shall also promptly be given to the Bondholders in accordance with Condition 13 (*Notices*).

Each Coupon Rate determined by the Calculation Agent, together with the relevant Coupon Payment Date, and any other amount(s) required to be determined by it, together with any relevant payment date(s) shall be made available to the Bondholders in respect of any unlisted Floating Rate Bonds promptly upon request.

The Calculation Agent will be entitled to recalculate any Coupon Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Coupon Period. Any such amendment will be promptly notified to the Issuer, the Trustees and to the Bondholders in accordance with Condition 13 (*Notices*) and, the relevant Exchange where the Tranche of Bonds is listed. If the Calculation Amount is less than the minimum Specified Denomination, the Calculation Agent shall not be obliged to publish each Coupon Amount but instead may publish only the Calculation Amount and Coupon Amount in respect of a Bond having the minimum Specified Denomination.

(c) Coupon on Mixed Rate Bonds

The Coupon Rate payable from time to time on Mixed Rate Bonds shall be the Coupon Rate payable on any combination of Fixed Rate Bonds or Floating Rate Bonds, or Indexed Bonds for respective periods, each as specified in the Pricing Supplement. During each such applicable period, the Coupon Rate on the Mixed Rate Bonds shall be determined and fall due for payment on the basis that and to the extent that such Mixed Rate Bonds are Fixed Rate Bonds, Floating Rate Bonds or Zero-coupon Bonds, or Indexed Bonds, as the case may be.

(d) Coupon on Partly Paid Bonds

In the case of Partly Paid Bonds, coupon will accrue on the paid-up nominal amount of such Bonds and otherwise as specified in the Pricing Supplement from the Coupon Commencement Date to the Coupon Termination Date.

(e) Coupon on Instalment Bonds

In the case of Instalment Bonds, Coupon will accrue on the amount outstanding on the relevant Bonds from time to time and otherwise as specified in the Pricing Supplement from the Coupon Commencement Date to the Coupon Termination Date.

(f) Coupon on Unpaid Amounts

Each Bond (or in the case of the redemption of part only of a Bond, that part only of such Bond) will cease to bear coupon (if any) from the Coupon Termination Date. If on the date of redemption and upon due presentation of the Bond, payment of principal is improperly withheld or refused, coupon shall accrue at the rate specified in the Pricing Supplement from the date on which such amount is due and payable until the date on which all amounts due in respect of such Bonds have been paid.

(g) 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.

(h) Margin, Maximum/Minimum Rates of Coupon, Instalment Amounts and Redemption Amounts Rate Multipliers and Rounding

- (i) If any Margin or Rate Multiplier is specified in respect of the Bonds (either (i) generally, or (ii) in relation to one or more Coupon Accrual Periods), an adjustment shall be made to all Rates of Coupon, in the case of (i), or the Rates of Coupon for the specified Coupon Accrual Periods, in the case of (ii), calculated in accordance with Condition 11(d) above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin or multiplying by such Rate Multiplier, subject always to the next paragraph.
- (ii) If any Maximum or Minimum Rate of Coupon, Instalment Amount or Redemption Amount is specified in respect of the Bonds, then any Rate of Coupon, Instalment Amount or Redemption Amount shall be subject to such maximum or minimum, as the case may be.
- (iii) For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified): (i) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up); (ii) all figures shall be rounded to seven significant figures (with halves being rounded up); and (iii) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up. For these purposes, “unit” means the lowest amount of such currency that is available as legal tender, in the country of such currency.

(i) Calculations

The Coupon payable in respect of any Bonds for any Coupon Accrual Period shall be calculated by multiplying the product of the Rate of Coupon and the Calculation Amount by the Day Count Fraction for such Coupon Accrual Period, unless a Coupon Amount (or formula for its calculation) is specified in respect of such Coupon Accrual Period, in which case the Coupon Amount payable per Calculation Amount in respect of such Bonds for such Coupon Accrual Period shall equal such Coupon Amount (or be calculated in accordance with such formula). Where any Coupon Period comprises two or more Coupon Accrual Periods, the Coupon Amount payable per Calculation Amount in respect of such Coupon Period shall be the sum of the Coupon Amount payable in respect of each of those Coupon Accrual Periods. In respect of any other period for which Coupon is required to be calculated, the provisions above shall apply save that the Day Count Fraction shall be for the period for which Coupon is required to be calculated.

“Day Count Fraction” means, in respect of the calculation of an amount of Coupon on Bonds of a Series for any period of time (from and including the first day of such period to but excluding the last) (whether or not constituting a Coupon Period or latest Accrual Period, the **“Calculation Period”**):

- (i) if **“Actual/365”** or **“Actual/Actual-ICMA”** is specified in respect of the Bonds, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that 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 specified in respect of Bonds of a Series, the actual number of days in the Calculation Period divided by 365;
- (iii) if **“Actual/360”** is specified in respect of Bonds of a Series, the actual number of days in the Calculation Period divided by 360;
- (iv) if **“30/360”**, **“360/360”** or **“Bonds Basis”** is specified in respect of the Bonds, the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (a) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (b) the last day of the Calculation Period is the last day of the month of

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February, in which case the month of February shall not be considered to be lengthened to a 30-day month);

- (v) if “**30E/360**” is specified in respect of the Bonds, the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Calculation Period unless, in the case of a Calculation Period ending on the Maturity Date, the Maturity Date is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month);

and

- (vi) if “**Actual/Actual**” is specified in respect of the Bonds:
- (a) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and (b) if the Calculation Period is longer than one Determination Period, the sum of: (x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and (y) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year,

where:

“**Coupon Accrual Period**” means the period beginning on (and including) the Coupon Commencement Date and ending on (but excluding) the first Coupon Period Date and each successive period beginning on (and including) a Coupon Period Date and ending on (but excluding) the next succeeding Coupon Period Date.

“**Coupon Amount**” means

- (i) in respect of a Coupon Accrual Period, the amount of Coupon payable per Calculation Amount for that Coupon Accrual Period and which, in the case of Fixed Rate Bonds, and unless otherwise specified hereon, shall mean the Fixed Coupon Amount or Broken Amount specified hereon as being payable on the Coupon Payment Date ending the Coupon Period of which such Coupon Accrual Period forms part; and
- (ii) in respect of any other period, the amount of Coupon payable per Calculation Amount for that period.

“**Coupon Determination Date**” means, with respect to a Rate of Coupon and Coupon Accrual Period, the date specified as such in respect of the Bonds.

“**Coupon Period Date**” means each Coupon Payment Date unless otherwise specified in the Pricing Supplement

“**Coupon Rate**” or “**Rate of Coupon**” means the rate of interest payable from time to time in respect of Coupon bearing Bonds of a Series or Tranche and that is either specified or calculated in accordance with the provisions in respect of such Bonds.

“**Determination Date**” means the date specified in respect of the Coupon of a Series or, if none is so specified, the Coupon Payment Date.

“**Determination Period**” means the period from and including a Determination Date in any year to but excluding the next Determination Date.

CONDITION 12

REPLACEMENT OF CSD STATEMENT OF ACCOUNT

If an E-Allotment Notification is inadvertently not sent to a Bondholder or if sent, but not received by the Bondholder or the Bondholder is unable to access the email under which E-Allotment Notification was issued and no printed copy is available, the rules and regulations of the CSD, shall apply to the replacement of the CSD Statement of Account.

CONDITION 13

NOTICES

(a) Notices to the Bondholders

All notices to the Bondholders will be valid if mailed to them at their respective addresses of record in the relevant register of Bonds of a Series maintained by the Registrar. The Issuer shall also ensure that notices are duly given or published in a manner which complies with the SEC Rules and the rules and regulations of any securities exchange or other relevant authority on which the Bonds are for the time being listed. Any notice shall be deemed to have been given in the case of a notice of meeting at the expiration of seven (7) days after the mail containing same is posted and in any other case at the expiration of five (5) days following the date on which the notice was posted or on the date of publication in national newspapers, or if published more than once or on different dates, on the date of the first publication. Where a notice is served personally or sent by courier, it shall be deemed to have been duly given or made at the time of actual receipt. Where a notice is sent by electronic mail transmission, it shall be deemed to be duly given or made upon receipt of an electronic mail from the recipient, confirming that the said notice has been duly received or upon receipt of an electronic mail confirming that the said electronic mail has been read by the recipient provided that in the case of any electronic mail transmission sent after 4.30 pm, it shall be deemed to have been duly received on the next Business Day.

A meeting of the Bondholders may be called by giving not less than twenty-eight (28) days' notice in writing if consent is accorded thereto by Bondholders holding not less than seventy-five per cent (75%) of the nominal amount of the Bonds for the time being Outstanding.

(b) Notices from the Bondholders

Notices to be given by any Bondholder shall be in writing and given by lodging the same, together with the relevant CSD Statement of Account with the Registrar.

CONDITION 14

MEETINGS OF BONDHOLDERS

The Programme Trust Deed contains in Schedule 1 (*Provisions for Meetings of Bondholders*) provisions for convening meetings of Bondholders to consider any matter affecting their interests, including the sanctioning by a Special Resolution of a modification of any of these General Conditions.

The quorum for any meeting convened to consider a Special Resolution shall be two (2) or more persons holding or representing by proxy in the aggregate not less than 75% of the nominal amount of the Bonds held by the applicable class for the time being outstanding.

Any Special Resolution duly passed shall be binding on Bondholders (whether or not they were present at the meeting at which such resolution was passed).

CONDITION 15

ENTITLEMENT AND INDEMNIFICATION OF THE TRUSTEES

In connection with the exercise of their functions (including but not limited to those referred to in this Condition), the Trustees shall have regard to the interests of the Bondholders as a class and shall not have regard to the consequences of such exercise for individual Bondholders and the Trustees shall not be entitled to require, nor shall any Bondholder be entitled to claim, from the Issuer, any

TERMS AND CONDITIONS OF THE BONDS

indemnification or payment in respect of any tax consequence of any such exercise upon individual Bondholders.

The Programme Trust Deed contains provisions for the indemnification of the Trustees and for their relief from responsibilities. The Programme Trust Deed also contains provisions pursuant to which the Trustees are entitled, *inter alia*, (i) to enter into business transactions with the Issuer and to act as trustees for the Bondholders of any other securities issued or guaranteed by, or relating to, the Issuer, (ii) to exercise and enforce their rights, comply with their obligations and perform their duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interest of, or consequence for, the Bondholders and (iii) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

CONDITION 16

TRUST PROVISIONS

(a) **Declaration of Trust**

All monies or Assets received by the Trustees in respect of the Bonds or amounts payable under the Trust Deed shall, despite any appropriation of all or part of them by the Issuer, be held by the Trustees in trust to apply them in accordance with the provisions of the Trust Deed.

(b) **Representative of Bondholders**

The Trustees are the representative of the Bondholders and are authorised to act on behalf of the Bondholders in accordance with the General Conditions and the Trust Deed and is hereby further authorised to contact the Registrar and/or the CSD for the purposes of obtaining information: (i) as to the aggregate nominal amount outstanding of any Series of Bonds; (ii) relating to the identity of Bondholders; and (iii) for the purposes of giving notices to Bondholders under Condition 13 (*Notices*).

(c) **Binding Effect of the Conditions and the Trust Deed**

The Bondholders are deemed to have accepted and will be bound by the General Conditions and the terms of the Trust Deed.

CONDITION 17

MODIFICATION OF THE TRUST DEED

The Trustees may agree with the Issuer, without the consent of the Bondholders but subject to the prior review and approval of the SEC, to (i) any modification of any of the provisions of the Trust Deed which is in the opinion of the Trustees of a formal, minor or technical nature or is made to correct a manifest error, and (ii) 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 provisions of the Trust Deed which is in the opinion of the Trustees not materially prejudicial to the interests of the Bondholders. **PROVIDED THAT** such consolidation, modification, alteration or addition does not prejudice the interests of the Bondholders and that such consolidation, modification, alteration or addition does not operate to release the Trustees, the Issuer from any responsibility to the Bondholders.

The Issuer will not, without the prior written consent of the Trustees or a Special Resolution of the Bondholders, agree to any amendments to or any modification of, or waiver of, or authorise any breach or proposed breach of, the terms of any outstanding Bonds and will act at all times in accordance with any instructions of the Trustees from time to time with respect to any outstanding Bonds. Any such amendment, modification, authorisation or waiver shall be binding on the Bondholders and, if the Trustees so require, such modification shall be notified to the Holders, as soon as practicable in accordance with Condition 13 (*Notices*).

No such consolidation, modification, alteration or addition shall impose any further payment on the Bondholders in respect of the Bonds held by them or any liability in respect thereof.

CONDITION 18

DEBT SERVICE RESERVE ACCOUNT

- (a) The provisions of this Condition 18 will only apply where provision is made for a sinking fund or debt service reserve account in the relevant Series Trust Deed. Where no provision is made, this Condition 18 shall not apply.
- (b) The Issuer shall, not later than the date specified in a Series Trust Deed for any Series, cause payments to be made into a bank account which shall be called a “Debt Service Reserve Account” (“DSRA”) which shall be managed by the Trustees and shall form part of the trust property. The Issuer shall irrevocably authorize the Chief Financial Officer or any officer for the time being in charge of the finance of the Issuer to deduct, as a first charge on the Issuer’s cashflows and to place to the credit of the DSRA (in accordance with the Series Trust Deed setting up a particular Series and referenced in the Applicable Pricing Supplement), such sum or sums from the finance of the Issuer, at the Issuer’s discretion not below the sum as stipulated in the Series Trust Deed on a monthly basis which sum shall be applied by the Trustees towards the payment of Coupon and the redemption, at par, of the Bond PROVIDED THAT the Trustees at their discretion may ask the Issuer to increase the amount being credited to the account if in their opinion the amount being credited to the account may not be sufficient to meet Coupon and principal repayment due on the Bonds at any time.
- (c) **Authorised Investment**

Any monies standing to the credit of the DSRA may, at the discretion of the Trustees in consultation with the Issuer, be invested by the Trustees in their name or under their legal control in any investments for the time being authorized by the Trustees Investment Act for the investment of trust monies or such other instruments as maybe agreed by the Trustees and the Issuer, or in any other investments which may be approved by the Commission. PROVIDED HOWSOEVER that the Trustees shall, for as long as any Bonds are outstanding, render accounts on a half-yearly basis to the Issuer.

- (d) If any time prior to the date specified in the Series Trust Deed, the Issuer redeems any Bond under the provisions of the Condition 4 hereof or purchases any Bond under the provisions of Condition 4 above, the Trustees shall remit to the Issuer such monies received from the Issuer for the credit of the DSRA which are over and above the amount necessary to meet all future coupon payments and principal redemption, at par, PROVIDED THAT, subject to Clause 4 (purpose) of the Deed, the Trustees in their absolute discretion may withhold such sums as deemed necessary to maintain a cushion against coupon fluctuations

CONDITION 19

FURTHER ISSUES

The Issuer shall be at liberty from time to time without the consent of the Bondholders to create and issue further Bonds, subject to the Programme Limit (the “**Additional Bonds**”), having terms and conditions which are identical to any of the other Bonds already issued under the Programme (the “**Existing Bonds**”) or the same in all respects save for their respective Issue Prices, Coupon, Issue Dates and aggregate nominal amounts, so that the Additional Bonds shall be consolidated by the Issuer to form a single Series with the Existing Bonds as may be applicable.

CONDITION 20

GOVERNING LAW

The provisions of Clause 36 (Dispute Resolution) and Clause 38 (Governing Law) of the Trust Deed shall apply mutatis mutandis to this Deed as if the same were set out in full in this Deed.

RISK FACTORS

*This section does not describe all the risks (including those relating to each prospective investor's particular circumstances) with respect to an investment in the Bonds. The risks in this section are provided as general information only. Prospective investors should refer to, and carefully consider the risks described below and the information contained elsewhere in this Shelf Prospectus, which may describe additional risks associated with the Bonds. **Investors should also seek professional advice before making investment decisions in respect of the Bonds.***

The Issuer disclaims any responsibility for advising prospective investors of such risks as they exist at the date of this Shelf Prospectus or as such risks may change from time to time. Prospective investors should consult their own financial and legal advisers about the risks associated with an investment in the Bonds.

An investment in the Bonds involves certain risks, most of which may or may not occur and neither the Issuer nor any of the Issuing Houses are in a position to express a view on the likelihood of any such contingency occurring. Accordingly, prospective investors should carefully consider, amongst other things, the following risk factors together with all the other information included in this Shelf Prospectus and any Applicable Pricing Supplement before purchasing the Bonds.

1. RELATING TO NIGERIA

Political and Insecurity Risk

Political risk refers to the potential that changes in Nigeria's political environment will negatively impact businesses, investments and the economic conditions and could inhibit the ability of counterparties resident in Nigeria to meet their financial obligations. These risks can range from government actions, policy changes, political instability, electoral and political transitions, war and international conflict, religious differences, ethnicity and regionalism in emerging and less developed markets. Political risk in Nigeria remains tangible, particularly following the 2023 general elections, which featured contentious outcomes and divergent policy approaches across key ministries. Such shifts could heighten regulatory uncertainty and introduce complexities that could affect business planning, contract enforcement, and long-term investment confidence.

Insecurity also remains a critical issue for the Nigerian government. While progress has been made in combating insecurity and insurgency across Nigeria, the country continues to face significant security challenges, including theft, sabotage, vandalisms, attacks and kidnappings, particularly in the North-East, North-West, and South-South regions. Furthermore, escalating sectarian conflicts in Nigeria's central and eastern regions pose a continuing threat to the nation's political stability. According to the 2025 Global Terrorism Index (released March 5, 2025), Nigeria is now ranked 6th globally for terrorism, scoring 7.658—up from 8th in 2023 and 2024—with 565 terrorism-related fatalities reported in 2024, a 6% increase from the previous year.

Political instability and insecurity, whether at the state or national level, could have a materially negative impact on Nigeria's economy and the Issuer's operations. These political and insecurity risks directly affect Champion Breweries. Uncertain government policies, regional unrest, and security disruptions can impede supply chains, delay distribution, and drive-up operating costs. With local networks essential to reaching consumers, such disturbances threaten market share and profitability.

Economic Risk

Champion Breweries operates primarily in Nigeria, exposing both the Company and its customers to the economic risks inherent in the local environment. Considering the latest Q1 data from the Nigerian Bureau of Statistics (NBS), we noted that Nigeria's real GDP reported a year-on-year real GDP growth from 2.27% recorded in Q1 2024 to 3.13% recorded in Q1 2025. Although, the nation remains challenged by high inflation, persistent Naira volatility, and occasional devaluations that continue to impact consumer spending and investment.

Recent NBS data indicates that crude oil's share of Nigeria's exports has declined notably from approximately 80.76% in Q1 2024 to 62.89% in Q1 2025. This shift is largely driven by increased output from non-oil sectors such as manufacturing and agriculture, alongside ongoing domestic efforts to diversify the export basket amid globally fluctuating crude prices. While this reduced dependence on oil introduces some resilience, the fluctuations in global oil markets still present a significant risk given the sector's historical weight on the economy.

Looking ahead, despite the gradual economic recovery evidenced by improved GDP figures, Nigeria remains exposed to vulnerabilities from both internal and external shocks. The evolving export composition, driven by a modest shift toward non-oil sectors, may mitigate risks over time; however, sustained progress will depend on strengthening these sectors further and stabilizing global oil dynamics.

Poor investment in infrastructure poses a hindrance to the development of the economy

Nigeria lacks stable power supply and adequate infrastructure such as roads, rail, ports, broadband networks etc., which has led to challenges in the development of many sectors of the economy. The power sector still faces challenges which relate to governance, funding, legal, regulatory, and pricing issues across the value chain. Given the huge capital investment required to address this infrastructure deficit, there have been calls for the private sector to play a key role in providing critical infrastructure, either directly or in collaboration with the Federal Government of Nigeria. However, pricing and funding issues challenge the viability of private sector investment. Failure to significantly improve Nigeria's infrastructure could adversely affect Nigeria's economy and growth prospects, including its ability to meet GDP growth targets which may, in turn, have an adverse effect on the Issuer's business, results of operations and/or financial condition.

2. RELATING TO THE ISSUER

- I. **Business Risks** – These are the risks that the Issuer faces in its operations and include the following:
 - a) **Regulatory Risks**

The Issuer is subject to laws and regulations in various locations in Nigeria where it operates. These regulations govern food and beverage production, distribution, advertising, taxation, and environmental compliance. Changes or tightening in regulatory requirements can significantly affect the Issuer's operations and financial performance.
 - b) **Environment Risks**

Losses may occur due to significant natural events in the environment. The Issuer's operations face certain environmental challenges, including but not limited to pollution, environmental degradation, global warming, severe flooding, and other natural hazards. Climate change may increase the likelihood of these risks. Any major natural disaster could significantly disrupt the Issuer's day-to-day operations, causing severe damage beyond the Issuer's control and adversely impacting its business. Environmental risks are inherently sudden, unpredictable, and unforeseen.
 - c) **Health / Medical risk**

The Issuer may be susceptible to operational challenges as a result of outbreaks of infectious diseases or pandemics in its chosen markets of operation. In West Africa, incidences of such diseases have included Ebola haemorrhagic fever, Cholera, Lassa fever, COVID 19 and other health epidemics.
 - d) **Legal Risk**

There is a risk that the Issuer's counterparties in agreements it has entered into may fail to fulfil their obligations. The Issuer may be involved in litigation or claims from time to time, arising from the conduct of its business. Where proceedings lead to a substantial legal liability, this could have a detrimental effect on the Issuer's business, results, operations, reputation and financial position.
 - e) **Business Continuity Risk**

There is a risk that the business operations of the Issuer may be interrupted or threatened due to unforeseen events such as natural disaster, fire, flood, lockdowns and curfews imposed by the government and social unrest. The COVID-19 pandemic for instance, resulted in the imposition of lockdowns in major cities in Nigeria.

f) *Liquidity Risk*

This is the risk of loss on account of insufficient liquid assets to meet cash flow requirements or fulfil our financial obligation. This could be broken down into the following:

Asset liquidity: The risk that the Issuer is unable to execute a transaction at the prevailing market price because there is, temporarily, no appetite for the deal on the other side of the market.

Funding liquidity: This relates to the Issuer's inability to raise the necessary cash to service its debt; meet working capital requirements; cash, margin, and collateral requirements of counterparties.

II. Market Risk - This is the risk that the value of financial instruments changes due to movements in market factors. Such movements may be occasioned by market factors (including volatility) that are directly related to an individual investment and/or systemic. The Issuer's risk exposure within the market risk spectrum are:

a) *Interest Risk*

The potential for investment losses by the Issuer that result from a change in interest rates

b) *Foreign Exchange Risk*

The risk of conversion of Naira to foreign currencies for the purchase of raw materials. The risk therefore applies to the Issuer as the Naira may depreciate against other currencies.

III. Credit Risk - Credit risk refers to the risk that a counterparty will default on its contractual obligations or will be downgraded by a rating agency resulting in financial loss to the Issuer. The Issuer enters various contracts with its customers and distributors. A default by a counterparty poses the risk of the Issuer incurring higher costs in debt recovery. Where the debts are recovered or obligations enforced late, there are financial losses as a result of the time value of money for the period the debt was unrecovered or delays in production due to delays in performance. If the debt cannot be recovered, financial loss is incurred.

3. RELATING TO THE OFFER**I. Limited active trading market for the Bonds**

Any Series or Tranche issued under the Programme will be new securities for which there may be no active two-way quote trading market, thus, the liquidity of the Bonds may be limited. Although an application will be made for Bonds issued under the Programme to be admitted to the NGX, FMDQ or any other SEC registered stock exchange (subject to the provisions of the applicable Pricing Supplement), there is no assurance that an active trading market will develop or any listing or admission to trading of the Bonds will be maintained. Accordingly, there is no assurance of the development or liquidity of any trading market for any particular Series or Tranche.

II. Credit ratings may not reflect the full impact of the Bonds' risks

The Bonds will be assigned a rating by Agosto & Co. Limited. The rating may not reflect all the risks related to structure, market, additional factors discussed above and any other factors that may affect the value of the Bonds. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

III. Modifications, waivers and substitution

The conditions of the Bonds contain provisions for calling general meetings of Bondholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all holders including Bondholders who did not attend or vote at the relevant general meeting and Bondholders who voted in a manner contrary to the majority.

IV. Early Redemption

The Bonds may be subject to early redemption. Therefore, Bondholders may face the risk that the Bonds will be redeemed before maturity in a falling interest rate environment, forcing the Bondholders to reinvest the proceeds at a lower rate of return.

V. The market price of the Instrument may be volatile

The market price of the Bonds could be subject to significant fluctuations in response to actual or anticipated variations in the Issuer's operating results, adverse business developments, changes in the regulatory environment in which the Issuer operates, changes in financial estimates by securities analysts and the actual or expected sale or purchase of a large number of Instruments. Each investor needs to assess the market prior to trading their Instrument.

VI. Referencing to an index may subject the Bonds to additional risk

The Issuer may issue Bonds with Principal repayment 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:

- a) they may receive no interest;
- b) they may lose all or a substantial portion of their principal;
- c) a relevant factor may be subject to significant fluctuations that may not correlate with changes in interest rates or other indices; and
- d) 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.

VI. Liquidity risk for the Instruments

There may not be very active two-way quote trading in the Instruments once issued, although the listing of the Bonds on the Exchanges increases the possibility of trading activity. The liquidity of the Bonds may be somewhat limited and investors may not be able to trade the Bonds actively; although there are a number of initiatives aimed at developing and deepening the debt capital market and creating liquidity and a vibrant, tradable bond market, the impact of these initiatives on the trading of the Instruments cannot be assessed immediately.

VII. Currency (Exchange Rate) Risk

A number of the projects that will be undertaken by the Issuer may involve a foreign currency component either in terms of the cost of manpower and equipment or other foreign denominated elements required for the execution of such projects. Fluctuations in the value of the Naira can make the costs of projects more expensive than initially projected, thus impacting negatively on the Issuer's ability to complete the projects within the existing financing structure or servicing of the projects' funding scheme. Consequently, the Issuer may not generate the revenues anticipated from the projects.

VIII. Changes in interest rates may affect the price of the Instruments

When securities such as the Instruments are offered with a fixed interest rate, such securities are subject to price fluctuations as such securities may vary inversely with changes in prevailing interest rates. That is, where interest rates rise, prices of Fixed Rate securities fall and when interest 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 interest rates. Increased interest 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 information in this section has been extracted from documents and other publications released by various officials and other public and private sources, such as the CBN, the international monetary fund ("IMF"), the Nigerian Debt Management Office ("DMO"), the National Bureau of Statistics ("NBS"), the Nigerian Federal Ministry Of Finance ("FMF") and OPEC, as indicated herein. There is not necessarily any uniformity of views among such sources as to such information provided. We have not independently verified the information included in this section. The information in this section has been derived substantially from publicly available information, such as annual reports, official data published by the Nigerian Government or regional agencies, or other third-party sources as indicated in the text.

Introduction

Located in the West African sub-region of Africa, Nigeria ("the country") is one of the leading economies on the African continent. As of 2024, Nigeria's gross domestic product (GDP) stood at \$252.1 billion making it the fourth largest economy in Africa. In the first quarter of 2025, Nigeria's GDP grew by 3.13% year-on-year (y/y), above the 2.27% reported in the same period last year. There has been a sustained growth trajectory as the economy has recorded growth every quarter since Q3 2020.

Nigeria is a federation made up of three tiers of government – federal, state, and local governments. The Constitution of the Federal Republic of Nigeria 1999 (as amended) (the "Constitution") was adopted in May, 1999. It has been amended several times since it came into force in May, 1999. The Constitution provides for a tripartite structure of government in which power is divided among the executive, legislative, and judicial arms. The constitution establishes and sets out the powers and functions of the President (executive), National Assembly (legislative) and an independent judicial system (judiciary), as well as persons and bodies that may validly exercise such powers.

Nigeria is located in the West African sub-region, bordered by the Republic of Niger to the North, the Republic of Chad to the North East, the Republic of Cameroon to the East, the Republic of Benin to the West, and the Atlantic Ocean to the South. Nigeria occupies a land area of approximately 923,773 sq. km and comprises 36 States, and a Federal Capital Territory – Abuja which is located in north central Nigeria.

Nigeria operates a presidential system of government with the executive powers of the FGN vested in the President. The FGN is headed by an elected President and Commander-in-chief of the Armed Forces, while the legislature consists of a bi-cameral National Assembly comprising the Senate and the House of Representatives. The legislative powers of the FGN are vested in the National Assembly. The President is supported by a Vice-President elected along with him and by Ministers appointed by him. The executive powers of the President, subject to the provisions of the Constitution and of any law made by the National Assembly, may be exercised by the President directly or through the Vice- President, the ministers, and/or any officer(s) in the public service of the Federal Government.

The executive government of each state is headed by an elected state Governor and the legislature consists of a unicameral House of Assembly. The Governor is supported by a Deputy Governor elected along with him and by Commissioners appointed by him. The Federal Capital Territory is however administered by a designated Minister appointed by the President while legislative powers for the territory are vested in the National Assembly. The states and the Federal Capital Territory are grouped into six geopolitical zones: Northwest, North Central, Northeast, Southeast, South-South, and Southwest. Lagos, which is situated in the Southwest of Nigeria, is the principal commercial centre and has the main sea and airports in the Country.

There are currently 774 constitutionally recognized LGAs and Area Councils in Nigeria. Each LGA is administered by a Local Government Council consisting of a chairman who is the Chief Executive of the LGA, and other elected members who are referred to as Councillors. Each LGA is further subdivided into wards with a minimum of ten and a maximum of fifteen. In accordance with the Constitution, judicial authority is vested mainly in the following courts: the Supreme Court of Nigeria; the Court of Appeal; the Federal High Court; the High Court of the FCT; the National Industrial Court; the High Court of each state; the Sharia Court of Appeal and Customary Court of Appeal of the FCT; Sharia Court of Appeal and Customary Court of Appeal of each state; and such other courts as may be authorized by law to exercise jurisdiction over matters for which the National Assembly or a state House of Assembly (as the case may be) may make laws at first instance or on appeal.

Nigerian courts are empowered to hear and determine disputes between private parties; disputes between a private party and any of the three tiers of government or their agencies; or disputes between the three tiers of government or their agencies. Thus, the courts have the power to review statutes and

executive actions to ensure that they conform to the Constitution and other laws in force in Nigeria. The Constitution also establishes election tribunals and authorizes the National Assembly to constitute other tribunals as may be required. The more prominent of these special "courts" is the Investments and Securities Tribunal, which handles disputes concerning capital market activities.

As of 2024 the population of Nigeria is estimated to be 229,152,217 people, representing an increase of 2.39% from 2023. This makes Nigeria the sixth most populous country in the world, accounting for approximately 2.78% of the global population. Nigeria has a population density of 246 people per square kilometer (or approximately 636 people per square mile) and covers a total land area of 910,770 square kilometers (about 351,650 square miles). The country's population is forecasted to grow at an average of 2.58% annually with its total population expected to reach 500 million by 2050. The NBS also estimates a labour force of 89.51 million; with an average life expectancy of 55 years, according to the United Nations Population Fund (UNFPA).

According to 2024 Fitch BMI data, 54.98% of Nigeria's population resides in urban areas. Fitch also put the median age in Nigeria in 2024 at 17.4 years. Nigeria is endowed with several minerals across the Country including gold, iron ore, coal, and limestone, and has 36.97 billion barrels of proven oil reserves and 5.85 trillion cubic feet of proven natural gas according to data by the OPEC. According to the OPEC, in 2024, the Country is the largest producer of petroleum in Africa and has the 11th largest proven reserves in the world. The structure of the Nigerian economy is predominantly services (53.58%), agriculture (28.65%), and industries (17.77%), as at Q3 2024. Agriculture is a major source of livelihood, employing roughly 70% of the labour force.

NIGERIA – KEY MACROECONOMIC INDICATORS

GROSS DOMESTIC PRODUCT

The Nigerian economy is highly dependent on the oil and gas sector for revenues and export earnings. Before 2016 when the oil and gas sector's contribution to the federally collectible revenue fell to about 51%, it had accounted for over 70% of government revenue in previous years. Dependence on oil and gas revenue makes the economy vulnerable to oil price fluctuations. Hence, in the wake of the oil shock, growth slowed sharply in 2015, and the economy experienced an outright contraction in 2016 (officially resulting in a recession after two consecutive quarters of negative growth). After contracting for five consecutive quarters, the economy returned to positive growth in the second quarter of 2017 and continued on 12 consecutive quarters of positive growth up until the end of Q1 2020. The Nigerian economy slowed down into recession in Q2 2020 and Q3 2020 due to Covid-19 which led to global economic lockdown.

Nigeria's Gross Domestic Product (GDP) grew by 0.11% (year-on-year) in real terms in the fourth quarter of 2020, representing the first positive quarterly growth in three quarters. Though weak, the growth reflected the gradual return of economic activities following the easing of restricted movements and limited local and international commercial activities in the preceding quarters. The post-Covid-19 growth trajectory continued with growth in 2021 and 2022. The Nigerian economy encountered increased uncertainties due to the demonetization policy and the 2023 General Election in Q1 2023. The advent of the new government in May 2023 ushered in substantial policy changes, including swift fuel subsidies and exchange rate reforms. In the short term, these policy adjustments adversely affected the Country's socioeconomic and macroeconomic outcomes, resulting in weakened economic growth as the non-oil sector sustained the economy while the Oil sector languished in recession.

Nigeria's GDP grew by 3.46% (year-on-year) in real terms in the fourth quarter of 2023. This growth rate is lower than the 3.52% recorded in the fourth quarter of 2022 and higher than the third quarter of 2023 growth of 2.54%. The performance of the GDP in the fourth quarter of 2023 was driven mainly by the services sector, which recorded a growth of 3.98% and contributed 56.55% to the aggregate GDP. The agriculture sector grew by 2.10%, from the growth of 2.05% recorded in the fourth quarter of 2022. The growth of the industry sector was 3.86%, an improvement from -0.94% recorded in the fourth quarter of 2022. In terms of share of the GDP, industry, and the services sectors contributed more to the aggregate GDP in the fourth quarter of 2023 compared to the fourth quarter of 2022. On an annual basis, GDP grew by 2.74% in 2023 relative to 3.10% in 2022. In the Q4 2022 the aggregate GDP stood at NGN65,908,258.59 million in nominal terms.

This performance is higher when compared to the fourth quarter of 2022 which recorded an aggregate GDP of NGN56,757,889.95 million, indicating a year-on-year nominal growth of 16.12%. In Q1 2024, Nigeria recorded a GDP growth of 2.98% in real terms, a decline from the 3.46% recorded in the preceding quarter but a better performance when compared to 2.31% recorded in Q1 2023. The services sector led the sectoral contribution chart with 58.04% to aggregate GDP, followed by the agricultural sector with 21.07%, industries contributed 20.89%, while the oil and gas sector contributed 6.38%. In Q2 2024, the Nigeria’s GDP grew in real terms by 3.19% y/y. This growth rate surpassed both the 2.51% recorded in Q2 2023 and the 2.98% in Q1 2024. This positive performance was primarily driven by the services sector, which grew by 3.79% and contributed a significant 58.76% to the total GDP. The agriculture sector experienced a moderate growth of 1.41%, slightly down from the 1.50% seen in Q2 2023. Meanwhile, the industry sector showed marked improvement with a 3.53% growth rate, recovering from the -1.94% contraction recorded in the same period last year.

Figure 1: GDP Growth



Source: National Bureau of Statistics

Nigeria’s real gross domestic product (GDP) in second quarter of 2024 grew by 3.2%y/y, above the previous quarter of 3.0% and 2.5% in the same period last year. The non-oil sector continued to anchor growth, accounting for 94.3% of the aggregate GDP on the back of the 3.8%y/y and 3.5% growth achieved in the services and industries sector. Financial institutions (30.4% y/y), and telecommunications (5.2%) remained the major drivers of growth in the services sector. The agriculture and industry sectors contributed 22.6% and 18.6% to aggregate GDP, with growth rates of 1.4%y/y and 3.5%, respectively. In the second quarter of 2024, activity in the agriculture sector picked up on the back of a recovery in livestock, reducing the subsector’s contraction from -23.3% in Q1 24 to -1.7%.

In Q3 2024, the economy grew by 3.46 per cent, with output reaching ₦20.115 trillion, up from 3.19 per cent (₦18.285 trillion) in Q2 2024, driven mainly by the non-oil sector. Inflation moderated during the quarter, reflecting the fall in the food component of the CPI basket, and driven by the restrictive monetary policy stance. Domestic crude oil production increased, following enhanced security measures around oil pipeline infrastructure in the Niger Delta region.

In the fourth quarter of 2024, Nigeria’s gross domestic product (GDP) grew by 3.84% (y/y) in real terms. This growth rate is higher than the 3.46% recorded in the fourth quarter of 2023 and the third quarter of 2024 growth rate (approximately 3.46%). The performance of the GDP in the quarter was driven mainly by the Services sector, which recorded a growth of 5.37% and contributed 57.38% to the aggregate GDP. The agriculture sector grew by 1.76%, from the growth of 2.10% recorded in the fourth quarter of 2023. The growth of the industry sector was 2.00%, a decline from 3.86% recorded in the fourth quarter of 2023. In terms of share of the GDP, the services sector contributed more to the aggregate GDP in the fourth quarter of 2024 compared to the corresponding quarter of 2023. Overall, the annual GDP growth in 2024 stood at 3.40%, an increase from 2.74% in 2023.

The GDP was rebased in 2025, as the NBS broadened its coverage to better reflect how the economy has evolved in recent years. New areas now captured include digital economic activities, pension fund administration, national health and social insurance schemes, and modular refineries that were previously unaccounted for. Per the guidance from the world bank, on a real term basis, the growth remains the same as the break resulting from rebasing can be eliminated by linking the prior series to the new using historical growth rates.

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	2020	2021	2022	2023	2024
Real GDP (constant prices) (billions of ₦)	70,014	72,394	74,640	76,685	79,289
Nominal GDP (current prices) (billions of ₦)	152,324	173,528	199,336	229,913	269,290
Naira/US\$ (period average) ¹	379.5	399.4	423.4	648.0	1535.8
GDP (current prices, billions of US\$)	401.38	434.47	470.80	363.85	175.34

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

Furthermore, the oil sector rebounded supported by the low base in crude oil production over the same period last year as production output hit a low of 1.22mbpd in Q2 of 2023. In the second quarter of 2024, crude oil production averaged 1.47mbpd, resulting in a 10.2% y/y growth rate. In terms of contribution to aggregate GDP, the oil sector declined to 5.7% from 6.4% recorded in the prior quarter, reflecting the quarter-on-quarter decline in production. Crude oil production touched 1.64mbpd in January (the highest print year-to-date) and averaged 1.54mbpd in the first quarter.

Average crude oil production in 2024 reached 1.58mbpd, representing a 6.12% increase over the 2023 average of 1.47mbpd. Looking ahead to 2025, the near-term outlook for crude oil prices remains stable at around US\$74/bbl, slightly below the budget benchmark of US\$75/bbl. Nigeria's principal growth risk is now predominantly internal, as any further disruptions to crude oil production or the imposition of non-reflective telecommunication tariffs could adversely affect both oil and non-oil GDP. However, recent developments as of January 2025 indicate improvements in these areas.

According to the Nigerian Upstream Petroleum Regulatory Commission (NUPRC), Nigeria's crude oil production (including condensates) rose by 4.2% m/m to 1.74 mb/d in January (up from 1.67 mb/d in December), marking the highest level since March 2021. This uptick is largely attributed to enhanced oil pipeline surveillance aligned with the Federal Government's efforts to boost production and the development of new oil fields. It is anticipated that the combination of improved security measures and increased sector investments will help sustain production above the 1.60 mb/d threshold in the medium term.

In Q1 and Q2 2025, Nigeria maintained a steady upward trajectory in crude oil production, averaging around 1.72 mb/d, buoyed by sustained improvements in pipeline security and operational efficiency. According to recent reports, the country's output remained resilient despite global market fluctuations, with April and May recording particularly strong performances. The Nigerian National Petroleum Company (NNPC) attributed this consistency to strategic investments in infrastructure and the accelerated return of barrels under the OPEC+ framework. This momentum reinforces Nigeria's commitment to stabilizing output and meeting its production targets.

Meanwhile, the Nigerian Communications Commission (NCC) has approved a 50% tariff increase for mobile network operators—the first such adjustment in 12 years. According to Global System for Mobile Communications Association (GSMA) intelligence, this tariff increase is projected to unlock over \$150 million in additional investment, thereby expanding 4G network coverage from 90% to 94% of the population. This expansion is expected to benefit approximately 8 million people, with nearly 2 million likely to gain access to mobile internet services, particularly in rural areas.

INFLATION AND MONETARY POLICY

INFLATION

The Nigerian economy, in line with global trends, is facing increasing inflation and economic hardship attributed to the events such as the removal of fuel subsidy, free floating of the Naira and increasing energy cost. Disruptions in energy and commodity markets, stemming from the lingering impacts of the COVID-19 pandemic and the ongoing conflict in Ukraine, contribute to the Country's increasing inflation.

In July 2024, Nigeria's headline inflation continued its upward trajectory, reaching 33.4%, when compared year-on-year, to 24.08% recorded in same period of the preceding year. This rise was primarily driven by persistent factors such as currency depreciation affecting domestic food prices, ongoing security challenges in key food-producing regions, and elevated energy costs.

Food prices saw a notable increase, contributing significantly to the overall inflation, with a year-on-year increase of 34.06%. This surge was attributed to price hikes in various food. Core inflation, excluding

¹ CBN Rates

food and energy, also saw an increase to 27.04%, with notable rises in prices of passenger transport, housing rentals, pharmaceuticals, and medical services.

Nigeria's headline inflation accelerated to 32.7% in September 2024, up from 32.2% in August, marking the first rise in three months. This increase was driven by factors such as the depreciation of the Naira and higher transportation costs (27.2% vs. 25.7%) following fuel price hikes in early September. Food inflation, which makes up the largest portion of Nigeria's inflation basket, also climbed to 37.8% in September, up from 37.5% in August, due to severe flooding in key agricultural regions. On the other hand, core inflation, which excludes volatile items like food and energy, slightly decreased to 27.4% from 27.6%. On a monthly basis, consumer prices saw their sharpest rise in six months, increasing by 2.5%, compared to 2.2% in the previous month.

Inflation remained northbound for the fourth straight month, printing at 34.8%/y/y in December from the prior month's reading of 34.6%. This outcome was below our forecast of 35.4% y/y. The increase in inflation is attributed to core inflation, which rose to 29.3% y/y in December from 28.8% in November. Meanwhile, food inflation stayed relatively flat at 39.8% y/y in December compared to 39.9% in the previous month as imported food inflation declined by 1.0ppt to 41.3% in December. Other key components like housing, water, electricity, gas, and other fuel increased by 29.2% y/y in December from 29.0% in November. Transport inflation went up by 31.7% y/y in December from 30.5% in the previous month.

As of December 2024, the Monetary Policy Committee (MPC) of the Central Bank of Nigeria (CBN) has hiked the monetary policy rate cumulatively in 2024 by 850bps, and 1,575bps since the beginning of the current hiking cycle in May 2022. Other notable decision among other decisions on policy parameters was the adjustment of the asymmetric corridor around the MPR to +500bp/-100bp from +100bp/-300bp.

In Q4 2024, the National Bureau of Statistics (NBS) is announced it will be carrying out a CPI rebasing exercise, after which 2024 will be adopted as base from 2009 prior. There will be changes to the constituents and weights of the CPI basket. The new basket will feature 960 items, up from 740, and there will also be changes to the weight of components that make up the index. Notably, food and non-alcoholic beverages will constitute 40.1% of the inflation basket, down from 51.8% prior. Housing, water, electricity, gas, and other fuel reduced to 8.2% from 16.7%. The weight of restaurants and accommodation services has increased to 12.9% from 1.2% of the CPI basket. There has also been the addition of insurance and financial services to the CPI basket; it will constitute 0.5%. We expect the rebasing exercise to reduce Nigeria's inflation series primarily because of the lower weighting of food and non-alcoholic beverages, which has been notoriously high.

In December 2024, Nigeria's reached its peak growing for the fourth straight month to print at 34.8% y/y in December from the prior month's reading of 34.6%. The increase in inflation is attributed to core inflation, which rose to 29.3% y/y in December from 28.8% in November. Meanwhile, food inflation stayed relatively flat at 39.8% y/y in December compared to 39.9% in the previous month as imported food inflation declined by 1.0ppt to 41.3% in December. Other key components like housing, water, electricity, gas, and other fuel increased by 29.2% y/y in December from 29.0% in November. Transport inflation went up by 31.7% y/y in December from 30.5% in the previous month.

On a month-on-month basis, headline inflation rose by 2.44% in December from 2.64% in November. This overall decline in price growth was driven by slower growth in food inflation, increasing by 2.66% m/m in December from 2.98% in the prior month. Core inflation ticked up by 0.41ppt to 2.24% m/m in December.

The National Bureau of Statistics (NBS) reported that following the CPI rebasing exercise, headline inflation in Nigeria declined to 24.5% y/y in January 2025. This compares to 34.8% y/y in December under the old series and 29.9% in January 2024. Food inflation was recorded at 26.1% y/y, down from 39.8% in December, while core inflation stood at 22.6% y/y, down from 29.3%.

In the rebasing exercise, the NBS has updated the CPI base year to 2024 (previously 2009) and adjusted the basket's constituents and weights. The new basket now includes 934 items (up from 740), with notable changes in weighting. Most significantly, food and non-alcoholic beverages now make up 40.0% of the index, down from 51.8% previously. Historically, this component has weighed significantly on the headline index given elevated food price pressures.

Nigeria's headline inflation accelerated to 24.2% y/y in March from 23.2% in the previous month. The increase is attributed to core inflation, which printed at 24.4% y/y in March from 23.0% in February. On the other hand, food inflation moderated to 21.8% y/y from 23.5% in the prior month due to base effects.

For the rest of 2025, moderation in inflation is projected, due to the rebasing exercise, base effects, a more stable exchange rate, and fuel prices.

MONETARY POLICY

The Monetary Policy Rate, the benchmark interest rate in the market, is subject to periodic reviews by the CBN's MPC in response to prevailing liquidity conditions. Decisions on interest rate policy are taken by the MPC through a moderation of the MPR to control the money supply in the economy and ensure price stability. In 2023, monetary policy has been somewhat consistent with MPR kept constant at 18% until it was increased to 22.75% at the first MPC meeting under the new leadership of the CBN in February 2024. As part of efforts to control the money supply, ease liquidity in the financial sector, tame rising inflation, and forestall the value of the Naira, the MPC at its February 2024 meeting decided to increase the monetary policy rate (MPR) to 22.75% (adding 400bps to the rate) and adjusted the corridor around the MPR to +100 basis points (bps) / -700bps from ± 200 bps and increased the cash reserve requirement (CRR) to 45% from 32.5%.

In line with the mandate of ensuring stability and reining in the effects of inflationary pressures on the economy, the CBN has adopted a contractionary stance so far in 2024. The stance was driven by persisting inflationary pressures and the need to contain its impact on living standards of the country.

From the committee's first meeting in February till its last meeting in November 2024, the MPC hiked the lending rate 6 times during the year, adding a total of 875bps to the MPR. The rate stood at 27.50% as at November 2024 and the asymmetric corridor around the MPR at +500bps/-100bps, liquidity ratio at 30.00%, and the cash reserve ratio for deposit money banks and merchant banks at 50.00% and 16.00%, respectively.

The committee's consideration for the last hike in 2024 was centred around the renewed inflationary pressures in September and October. Headline inflation printed at 33.88% in October from 32.7% in September. The acceleration was broad-based, with both food and core inflation ticking up. The committee noted the rising energy prices that have adversely impacted consumers' income and welfare. Costs of production and distribution of goods and services have edged higher following the upward adjustment to petrol pump prices. Notably, the committee highlighted concerns about the exchange rate. Demand continues to outstrip supply in the foreign exchange market, resulting in volatility in the exchange rate. The USD/NGN touched a high of 1,693 (NAFEX fix) on 21 and 22 November and then eased slightly to 1,681 level. However, In Q1 2025, the exchange rate began showing signs of stabilization, supported by improved FX liquidity and the Central Bank of Nigeria's ongoing monetary reforms.

These increases in the MPR imply that businesses and individuals would have to pay more to access credit from banks but is a necessary tool to reverse the increasing inflationary pressures and the depreciation of the exchange rate.

In 2025, the Monetary Policy Committee (MPC) of the Central Bank of Nigeria (CBN) has maintained a cautious stance, holding the Monetary Policy Rate (MPR) steady at **27.50%** across all three meetings held so far. This decision has been underpinned by a sustained decline in headline inflation—from **24.5% in January to 22.2% in June**, marking three consecutive months of disinflation. The MPC also cited improved banking sector stability, progress in the ongoing recapitalisation drive, and relative exchange rate stability as supporting factors for its hold stance. These developments have supported the MPC's decision to maintain its current policy rate in a bid to sustain macroeconomic stability. The committee noted that the narrowing gap in the foreign exchange market and the stabilization of the exchange rate were positive signs of economic recovery. However, the MPC remained vigilant about potential risks, particularly those related to global economic uncertainties and domestic fiscal pressures.

The committee's decision to hold the MPR steady was also driven by the need to balance the objectives of controlling inflation and supporting economic growth. Despite the high lending rates, the CBN emphasized the importance of maintaining price stability to ensure long-term economic sustainability. The MPC highlighted that the retention of other key monetary policy parameters, such as the asymmetric corridor around the MPR at +500/-100 basis points, the Cash Reserve Ratio (CRR) for

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Deposit Money Banks at 50.00%, and the Liquidity Ratio at 30.00%, was crucial in managing liquidity and curbing inflationary pressures.

Looking ahead, the MPC underscored the importance of structural reforms and fiscal discipline in achieving sustainable economic growth. The committee called for continued efforts to diversify the economy, enhance productivity, and improve the business environment. The CBN also reiterated its commitment to using all available tools to maintain financial stability and support economic recovery. As Nigeria navigates the challenges of a post-pandemic world, the MPC's prudent approach to monetary policy will be key in fostering a resilient and inclusive economy.

Figure 3: Monetary Policy Rate (%)



Source: CBN

EXCHANGE RATE

Prior to June 2023, Nigeria operated a multiple exchange rate system which allowed for rent-seeking and arbitrage which consequently created difficulties in accessing foreign currencies. The restrictions in accessing the official markets created much pressure for the parallel market and a wide disparity between the parallel market and official windows. As at 2022, the official rate of NGN/USD was at NGN460.35 while the parallel markets traded at NGN750 which created about 62.9% variance from the official rates.

The effect of the free float of the Naira aimed at closing the gap between official rates and parallel markets resulted in a sharp increase from the latter months of 2023 into 2024.

CBN has attempted to close the wide disparity that exists between the official rate and the parallel rate by settling backlogs of FX obligations, reducing the number of Bureau de change operators and also taking steps to make the financial markets attractive to foreign investors which has helped to improve the availability and supply of foreign currencies in the market.

The Naira depreciated by 71% between June 2023 and mid-March 2024 to its lowest exchange rate of NGN1,630 / USD 1 on February 27, 2024. To forestall the value of the Naira, and stabilize the FX market, the CBN resulted in the use of orthodox monetary policy tools amongst other measures. These new FX reforms of the CBN are targeted at injecting liquidity into the FX market, stabilizing the value of the Naira, eradicating the confusion and inefficiencies of the multiple exchange rates, encouraging supply, and boosting investors' confidence. The exchange rate of the Naira against the US dollar closed at NGN1,601.53/USD 1 on September 30th, 2024.

In the fourth quarter of 2024, the Naira showed signs of stabilization against the US dollar, closing the year at around NGN1,550/USD. This improvement was driven by increased foreign exchange inflows, heightened FX interventions from the Central Bank of Nigeria (CBN), and the commencement of operations at the Dangote Refinery, which significantly reduced pressures on the forex market. The Naira for Crude Initiative, launched in October 2024, also provided further relief.

In H1 2025 the CBN continued efforts to stabilize the Naira, through FX market interventions and Open Market Operation (OMO) auctions to attract Foreign Portfolio Investor flows.

Figure 4: USD/NGN Monthly Average Exchange Rate 2017- H1 2025



Source: CBN

POLITICAL LANDSCAPE

Nigeria became an internationally recognized independent nation in 1960, after a period of colonialism under the British government which spanned about a century beginning with the formal annexation of Lagos in 1861. In October 1963, it became a Federal Republic and in May, 1999 returned to democratic rule after thirty-three years of primarily military rule. Nigeria is currently running its fourth republic which was inaugurated in May 1999. Between 1979 and 1983, democracy surfaced briefly under the civilian government led by Alhaji Shehu Shagari, until it was ended by a military coup. Chief Olusegun Obasanjo became the first democratically elected President on the platform of the People’s Democratic Party (“PDP”). After serving the constitutionally permitted two terms in office, Chief Olusegun Obasanjo handed over power to Alhaji Umaru Musa Yar’Adua on 29 May 2007. However, President Yar’Adua’s tenure was short-lived due to his demise on 05 May 2010; following which Dr. Goodluck Ebele Jonathan was sworn in as President on 06 May 2010. Dr. Goodluck Ebele Jonathan contested and won the 2011 presidential election.

The most recent presidential election was held on 25 February 2023 and saw the emergence of President Bola Ahmed Tinubu, under the platform of the All-Progressives Congress (“APC”) thereby ensuring the continuity of democracy in the Country.

The present constitution provides for a tripartite structure in which power is divided among the executive, legislative, and judicial arms of government to entrench the concept of the separation of powers. It establishes the a) office of the President, who is Commander-in-Chief of the Armed Forces, and it sets out the powers and functions of the President (executive); (b) National Assembly (legislative) with its powers and functions; and (c) judicial system (judiciary) with its powers and functions. The Constitution also prescribes the qualifications and requirements that individuals must possess to hold any of the offices created by the Constitution.

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Nigeria's beverage industry plays an important role in the country's fast-moving consumer goods (FMCG) sector, with alcoholic drinks, especially beer, leading the way. According to Agosto & Co. (2025), Nigeria is the second-largest beer consumer in Africa, just behind South Africa. By the end of 2024, beer made up 55% of all alcohol consumed in the country, followed by spirits at 30% and wine at 15%. These numbers reflect how deeply beer is woven into both the culture and economy.

The industry has seen strong financial growth in recent years. In 2024, total revenue reached ₦2.1 trillion, up from ₦1.2 trillion in 2023, nearly doubling in size. This jump was driven by key players like Nigerian Breweries Plc, which earned ₦1.1 trillion, and International Breweries Plc, which brought in ₦488.9 billion, an 87.6% increase from the previous year. These figures show how the sector has managed to grow despite challenges like inflation and currency fluctuations.

Historically, the industry's roots date back to colonial times, when beverages were primarily imported. A major turning point came in 1946 with the incorporation of Nigerian Breweries Limited, a joint venture between UAC and Heineken. By 1949, the company had launched its Lagos facility, producing Star Lager Beer, which became a national icon. Guinness Nigeria Plc began local operations by 1962, further expanding the alcoholic beverage landscape. The 1970s saw the entry of Coca-Cola Nigeria and PepsiCo, expanding the non-alcoholic segment and introducing malt beverages like Maltina in 1976.

In the 1970s, the sector diversified with new entrants such as Coca-Cola Nigeria and PepsiCo. Malt beverages rose to prominence as non-alcoholic alternatives; Champion Breweries introduced Maltina in 1976, which quickly became a cultural mainstay. Import substitution policies in the 1980s motivated companies to procure more raw materials locally, reducing dependence on imports and stimulating the agricultural sector. During this same period, local alcoholic beverages, including palm wine and traditional brews, gained considerable popularity.

INDUSTRY OPPORTUNITIES

Driven by Nigeria's large youth demographic (70% of the population is under 30 years) alongside a rising middle class and improving infrastructure, the beverage industry presents a range of growth avenues:

Growing Domestic Market:

- Rapid urbanization and population growth are propelling higher consumption of both alcoholic and non-alcoholic beverages.
- Demand for convenience and ready-to-drink products has expanded retail channels, including supermarkets, e-commerce platforms, and independent distributors.

Local Sourcing and Agriculture:

- Import substitution efforts encourage more domestic cultivation of staple brewing ingredients like sorghum, maize, and barley.
- Collaboration between brewers and farmers can bolster rural economies while reducing foreign exchange pressures and input costs.

Product Diversification:

- Shifting consumer preferences, such as the embrace of low-sugar drinks and functional beverages, offer producers opportunities to innovate.
- Growing interest in premium and craft beverages, fueled by a health-conscious and trend-aware younger generation.

Export Potential:

- Neighboring West African markets are increasingly receptive to Nigerian beverage products, reflecting the region's alignment in tastes and cultural connections.

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- Improved infrastructure and regional trade agreements facilitate cross-border distribution, opening new revenue streams for local producers.

INDUSTRY CHALLENGES

Despite its promise, the Nigerian beverage industry contends with multiple hurdles that demand adaptive strategies:

Economic Volatility:

- Currency devaluation and erratic exchange rates inflate operating costs, particularly for imported raw materials and equipment.
- Rising inflation exerts pressure on consumer spending, limiting the scope for price increases.

Infrastructural Constraints:

- Poor road networks and limited port capacity drive up distribution and logistics expenses.
- Frequent power outages require reliance on generators, escalating production costs and complicating operational planning.

Regulatory Complexities:

- Policies aimed at controlling alcohol consumption and promoting local production can raise compliance costs and slow down product launches.
- Multi-layered tax and excise regimes further squeeze margins, particularly for manufacturers in mainstream product categories.

Intense Competition:

- Both multinational giants and dynamic local brands vie for consumer loyalty, spurring companies to invest heavily in marketing and brand differentiation.

The proliferation of new entrants—especially in the malt and energy drink segments raises the stakes in product innovation and pricing strategies.

CURRENT STATUS AND FUTURE OUTLOOK

The Nigerian beverage industry has recently modernized considerably. Breweries and bottlers across the country are adopting state-of-the-art technologies to refine product quality and operational efficiency. Investments in research and development have yielded fresh flavors, improved packaging, and an overall alignment with global standards.

Consumer awareness of health and wellness continues to shape product trends, prompting producers to introduce lower-sugar variants, fortified beverages, and transparent labeling. This evolution is equally apparent in marketing campaigns that emphasize the nutritional benefits of new and existing product lines.

The market's expansion is further buoyed by foreign direct investment, with international firms drawn to Nigeria's robust consumer base. Additionally, local beverage companies are increasingly exporting to regional markets, particularly in West Africa—a trend that strengthens Nigeria's broader export portfolio. Improvements in logistics, as well as progressive trade policies, have also eased the movement of goods across borders.

Looking ahead, market players are likely to concentrate on meticulous cost control and operational efficiency. Increases in household energy costs, coupled with generalized inflation, may dampen consumer purchasing power. Consequently, companies will need to find a balance between innovative

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product development and restrained pricing to stay competitive. Recent efforts to unify exchange rates have yielded short-term challenges, such as foreign exchange losses, but may ultimately stabilize the market. In turn, businesses will benefit from strategic hedging and diversified foreign currency exposure to mitigate ongoing risk.

Altogether, Nigeria's beverage sector represents both a cornerstone of economic activity and a dynamic arena for innovation. As the industry navigates infrastructural, economic, and regulatory hurdles, it continues to attract interest from global investors and local entrepreneurs alike. With a focus on scalable production, creative marketing, and targeted product development, the beverage industry stands poised for sustained growth in the coming years.

HISTORICAL OVERVIEW

Champion Breweries Plc (“Champion Breweries” or the “Company”) was established in Cross River State in 1974 as Southeast Breweries Limited, and later renamed Cross River Breweries Limited, and subsequently Champion Breweries Limited. It transitioned to a public limited company on September 01, 1992, becoming Champion Breweries Plc, and listed on the Nigerian Stock Exchange on September 01, 1993.

The company's flagship product, Champion Lager Beer, was launched in December 1976, with an initial production capacity of 150,000 hectoliters, later expanded to 500,000 hectoliters in 1979 with the commissioning of a second production line. Champion Lager Beer and Champ Malta gained market recognition and won numerous awards, including a Silver Medal in Paris, an International Quality Medal at the World Selection in Luxembourg, the Peak Share Price Appreciation on the Nigerian Stock Exchange in 2002, and both Silver and Gold NIS Awards in 2005.

In 2011, Heineken obtained an indirect stake in Champion Breweries through its acquisition of Montgomery Ventures Incorporated (MVI) of Panama. Subsequently, on December 28, 2011, Consolidated Breweries acquired a 57% equity interest from MVI. In December 2013, this stake was transferred to Raysun Nigeria Limited, a Heineken subsidiary, through a Scheme of Arrangement. Raysun, incorporated as an investment holding company for some of Heineken's Nigerian assets, held a 57% stake in Champion Breweries post-transaction.

In 2014, Champion Breweries took the opportunity to launch a rights issue for all shareholders and initiated a private placement for key shareholders, including Raysun Nigeria Limited and Akwa Ibom Investment Corporation. The successful completion of the rights issue raised NGN13.7 billion, which was used to clear outstanding debts.

In 2021, Raysun Nigeria Limited increased its shareholding to 84.71% by acquiring additional shares, and in compliance with regulatory requirements, launched a Mandatory Takeover Bid for 1,196,799,164 ordinary shares representing a 15.3% equity stake. This resulted in Raysun's shareholding rising to 86.34%.

In 2024, Enjoycorp acquired 86.5% stake in Champion Breweries through the purchase of 100% shareholding in Raysun Nigeria Limited. Under the technical supervision of its controlling shareholders, Champion is in a stead to even surpass its previous achievement on sales, consumer satisfaction and community engagement.

Champion Breweries has consistently operated with a focus on local content, while adhering to international standards, which contributed to the company achieving operational profitability in 2014. The Company continues to maintain the quality of its flagship Champion Lager Beer brand, rebranding its bottles and labels to further enhance its appeal. In 2015, it reintroduced Champ Malta to expand its product portfolio and boost volumes, catering to consumers across Akwa Ibom and the South-South region of Nigeria.

BRAND PORTFOLIO

Champion Breweries has an exceptional brand portfolio that typically focus on lagers and malt drinks and these products are sold by distributors within Nigeria.



- **Champion Lager Beer:** The rich flavored Champion Lager Beer is the inviting sun-grip golden beverage with an exciting aroma for the action-oriented man. Launched in 1976, the Lager Beer is Champion's flagship product known for its quality ingredients and rich flavor profile and has since undergone several relaunches that have continued to make it the preferred beer.
- **Champion Lager Beer with Ginger Extract:** Launched in 2023, the new Champion Lager Beer with Ginger Extract is a unique brand that keeps the tastebuds satisfied and gives the energy to face the challenges of each day.
- **Champ Malta:** Pleasant tasting Champ Malta is a non-alcoholic and a deeply satisfying malt drink aimed at consumers who prefer malt drinks. Champ Malta aptly combines tastes and nourishment for a feel-good experience always. This product was launched in 2006.
- **Champ Malt with Butter Cookies Flavour:** Launched in 2023, Champ Malt with Butter Cookies flavor is a premium malt drink that offers a nutritious blend of energy and soothing refreshment for those who dare to dream outside the norm.
- **Champ Malt with Tiger Nut:** The new premium Champ Malt with Tigernut offers double the fun. It is rich in calcium and smooth in taste, leaving consumers with a brand-new experience. The product was also launched in 2023.

Key Strengths

- **Strong Brand Recognition and Loyalty**

Champion Breweries Plc is a well-known brand especially in the Southern Nigeria with key markets in Uyo, Owerri, Enugu, and Cross-river. It focuses on both alcohol and non-alcohol segments making it popular among young adults and families and as a Nigerian brand, it has built a loyal local consumer base which helps it stand out, providing a solid base for market stability and growth.

- **Focused Product Portfolio**

Champion Breweries has a streamlined portfolio with its flagship product being the champion lager beer and other additional product offerings-Malt drinks. This focused approach allows it to refine its brewing processes and maintain consistent quality, thereby being able to meet targeted customers preferences effectively.

- **Strategic Local Positioning**

Champion Breweries is strategically located in one of the regions with the highest expenditure on beverages and it operates from one of the most business-friendly states in Nigeria. Its understanding of local taste and preferences helps it create a niche and advantage over competitors.

- **Strong support from the Core Shareholder**

Champion Breweries benefits from the strong parental backing of its new core shareholder, EnjoyCorp - a Pan-African beverage holding company with a portfolio of innovative beverage brands. This relationship is expected to bring deep industry knowledge and operational expertise to propel Champion's growth strategy, unlock supply chain efficiencies, and enhance its competitiveness through centralized procurement and strategic sourcing. Champion Breweries also leverages on EnjoyCorp's relations with local solar and grid-power providers, alternative suppliers of key ingredients and other

key stakeholders in the industry as well as access to expanded accredited distributors to create additional platforms for Champion Breweries in new and existing markets.

• **Strong Financial Performance**

Champion Breweries recorded a stellar 66% revenue growth in 2024, reinforcing its ambition to become the undisputed market leader in beer and malt in the South-South region of Nigeria. With pre-tax profit surging 186% to N1.2 billion, the company’s strong financial performance reflects its commitment to operational excellence, strategic market expansion, and product innovation. By strengthening its brand presence and enhancing commercial execution, Champion Breweries continues to solidify its competitive edge, ensuring sustained growth and increased market dominance in Nigeria’s dynamic beverage industry.

• **Experienced Management Team**

The management team has an extensive experience within the Nigerian brewery industry. Their deep knowledge of the market dynamics enables them to make informed and strategic decisions about production, sales, marketing, and distribution strategies for growth, manage operations effectively and maintain high product standards. The team is familiar with consumer preferences, competitor dynamics and regulatory activities.

• **Corporate Social Responsibility**

Champion Breweries is fully committed to implementing creative actions to minimize environmental impacts, promoting social responsibility and sustainable development. As a responsible organization that believes in sustainable development, Champion breweries continuously supports and collaborates with its host and neighbouring communities in various developmental projects through its unwavering commitment to corporate social responsibility. Some of its notable CSR activities include donations of books, tables, and chairs to schools in host communities, and training mechatronics and brew-tech indigenous operators.

Sustainability Strategy

Sustainability is an integral element of Champion Breweries’ identity. The Company strives to lead by example through its commitment to environmental stewardship, community engagement, and responsible enjoyment. The Company remains fully committed to implementing creative actions to minimize environmental impacts, enhancing its efforts against increasing carbon footprints, and promoting its social responsibility and sustainable developments via a clearly defined sustainability strategy focused on delivering positive impact.

Champion Breweries is becoming one of the few fully green facilities in Nigeria

OUR STRATEGY: BREWING A SUSTAINABLE WORLD

OUR FOCUS:

- Promote Safety, Health & Security
- Support Responsible Enjoyment
- Conserve our Water Resources
- Source Locally & Sustainably
- Decarbonize to mitigate climate change
- Win with our Communities

OUR VALUES:

- Quality in sustainable practices
- Innovation in waste management
- Excellence in process standards
- Responsibility in regulatory compliance
- Sustainability in securing the future

Our Current Efforts

- Champion Breweries is investing significantly in **transitioning the entire brewery to solar power**, with battery and gas backups.
- The team is also evaluating opportunities to convert to CNG trucks vs. diesel.

We are also making significant investments in **sustainable water treatments** to ensure that access to clean water while minimizing environmental impact

We have reduced the amount of plastic waste arising from the company, thereby **reducing the number of plastic bottles significantly**

Future Plans

In line with Champion Breweries Plc’s vision to become the undisputed market leader in beer and malt in the South-South region of Nigeria, it has highlighted the below as its strategic objectives in the near term

Grow market share



- Drive revenue growth through market expansion
- Deliver superior growth by increasing customer centricity
- Develop people capabilities and a dynamic succession plan to attract and retain top talent

Drive operational efficiency



- Focus on continuous productivity improvements
- Entrench a zero defect/zero loss culture
- Upskill with emerging technologies to improve functional productivity

Achieve increased profitability



- Drive profitable pricing strategy
- Radically transform company cost structure
- Prioritize action on renewable energy solutions by investing in net zero and progressive decarbonization

Shareholding Structure as of 30th June 2025

S/N	Name of Shareholders	Holdings ('000)	% of holdings
1	Enjoycorp Limited	6,827,331	76.31
2	Akwa Ibom Investment Corporation	899,893	10.06
3	Other shareholders with not more than 5.00% individual shareholding	1,219,011	13.63
	Total	8,947,995	100

Profile of Board of Directors as of 30th September 2025

The Board of Champion Breweries comprises one (1) Chairman, one (1) Managing Director, one (1) Executive Director and nine (9) Non-Executive Directors, three (3) of which are Independent Non-Executive Directors. A brief profile of each director is presented below:

Mr. Imo-Abasi Jacob - Chairman

Mr. Imo-Abasi Jacob is the Chairman of Champion Breweries PLC. He holds a BSc Management Studies (First Class) Honours and a Fellowship (FCA) of the Institute of Chartered Accountants of Nigeria. He joined the Board on July 27, 2023, representing Akwa Ibom Investment Corporation. Imo-Abasi is presently the Chairman of the board of Directors of Ibom Airlines Limited (Ibomair). He is an accomplished business educationist, management consultant, and accountant, having over 41 years of professional experience in the defunct Andersen as a Partner in audit practice.

Dr. Inalegwu Adoga – Managing Director/CEO

Dr. Inalegwu Adoga is the Managing Director/CEO of Champion Breweries Plc. He is an IBD certified Master Brewer with over 25 years' experience in the FMCG industry. Dr Adoga holds a bachelor's degree in microbiology from the University of Nigeria, Nsukka, a Master in Brewing Operations (MBrew) from the Institute of Brewing and Distilling, UK, a Master of Business Administration (MBA) from the University of Gloucestershire, UK, and a PhD in view in Environmental Microbiology. In recognition of his Outstanding business management and leadership, he was conferred a PhD in Business Administration (DBA) from Prowess University, Delaware, US. He is a product of many corporate and

strategic programs of prestigious business schools across the globe. He joined the Board of Champion Breweries in December 2023.

Alhaji Shuaibu A. Ottan - Independent Non-Executive Director

Alhaji Shuaibu A. Ottan is an Independent Non-Executive Director of Champion Breweries Plc. He holds a bachelor's degree in economics from Ahmadu Bello University, Zaria (1980). His work experiences include Commercial Officer, Kwara Ministry of Commerce and Industry, and the Nigerian Industrial Development Bank Limited (now Bank of Industry), where he worked for 31 years before his retirement in June 2013 as Head of Southern Operations of the Bank's SME Directorate. Alhaji Ottan is currently engaged in the provision of business development and consulting services in the areas of Project Management, Fund Sourcing, Insolvency and Manpower Development as the Chief Executive Officer of First Fiducia Projects Limited. He also chairs the Board of Directors of Powersave Engineering Company Limited and Shaybis Nigeria Limited which are notable players in power conservation and renewable energy businesses in Nigeria. He joined the Board of Champion Breweries on 14 February 1998.

Mr. Ehimare Idiahi - Non-Executive Director

Mr. Ehimare Idiahi is a Non-Executive Director of Champion Breweries Plc. He holds a bachelor's degree in economics from the University of Houston, and an MBA from Said Business School, University of Oxford. He is a prominent Nigerian Financier and Venture Capitalist with an extensive background in Private Equity and Corporate Finance, Cofounding Verod Capital Management. He currently sits on various Boards which includes serving as Group CEO of EverCorp Industries and a Director at EnjoyCorp. He joined the Board of Champion Breweries Plc in July 2024 representing EnjoyCorp, the majority shareholder.

Mr. Samson Aigbedo - Non-Executive Director

Mr. Samson Aigbedo is a Non-Executive Director of Champion Breweries Plc. He holds a bachelor's degree in Biochemistry from the University of Ilorin, Nigeria (1981). He joined Heineken in 1982 in the Technological and Production Department, where he held several roles with increasing responsibility within the supply chain division until his retirement in 2019. He joined the Board of Champion Breweries Plc in December 2015.

Dr. Oladele Ajayi – Independent Non-Executive Director

Dr. Ajayi is an accomplished senior executive and board leader with over thirty (30) years of experience spanning commercial leadership, corporate transformation, and strategic governance. He holds a bachelor's degree in chemical engineering from the University of Strathclyde, Glasgow, United Kingdom, and a doctorate degree in Mechanical and Process Engineering. He has served as Managing Director/CEO of UAC Foods Limited, Senior Adviser to UACN Plc, and held board roles in several Heineken-affiliated entities across Africa and Europe. He also served as Adviser on Industry to the Federal Minister of Industry, Trade & Investment and is recognised for his ethical leadership and strategic insight.

Dr. Jayne Thompson Shoboiki - Independent Non-Executive Director

Dr. Shoboiki is a distinguished public sector strategist and international trade expert with over thirty (30) years of experience. A former Comptroller in the Nigeria Customs Service, she was the first female Comptroller of the Murtala Mohammed Airport Command. She holds a PhD in International Relations, Law degrees, and executive credentials from Harvard Kennedy School. She is currently Chair of the Strategy Committee at The Hub Terminus Ltd.

Mrs. Mary Atunyota Akpobome - Non-Executive Director (Minority Shareholder Representative)

Mrs. Akpobome is a seasoned banking executive with over thirty (30) years of experience in Nigeria's financial sector. She is a former Executive Director at Heritage Bank and Acting Managing Director at Enterprise Bank. She currently serves as Associate Director at Eatongate Capital and Advisor at Pryme Financial.

Mr. Rasheed Adebisi - Executive Director (Finance)

Mr. Adebisi is the Chief Finance Officer of Champion Breweries Plc with over twenty (20) years of experience in finance roles within the manufacturing and FMCG sectors, including with Heineken companies in Nigeria, Sierra Leone, and Mozambique.

Mr. Thompson S. B. Owoka - Non-Executive Director

Mr. Thompson S. B. Owoka is a Non-Executive Director of Champion Breweries Plc. He holds a Higher National Diploma in Accountancy from Yaba College of Technology, Lagos (1986) and is a Fellow of the Institute of Chartered Accountants of Nigeria (ACA 1989 and FCA 1999). Mr. Owoka retired as a Public Affairs Manager of Nigerian Breweries Plc in 2015. He was the Acting Managing Director of Champion Breweries Plc and Executive Director of Sona Breweries Plc and currently seats on numerous Boards which include SuperBru Limited, Jos International Breweries Plc and West African Glass Industries Plc, Covenant University etc. He joined the Board of Champion Breweries Plc in 2000.

Mr. Olufunminiyi Alabi - Non-Executive Director

Mr. Olufunminiyi Alabi is a Non-Executive Director of Champion Breweries Plc. He possesses a bachelor's degree in food technology from the University of Ibadan (1981). Mr. Alabi has over 32 years of experience in Human Resources Management, mostly in multinational companies. He commenced his Human Resources career in 1982 at the Industrial Training Fund as a Training Development Officer, further worked in various capacities at FrieslandCampina WAMCO Nigeria Plc, and retired from Nigerian Breweries Plc. He joined the Board of Champion Breweries Plc in 2016.

Mr. David Butler – Non-Executive - Director

Mr. David Butler is the Director of Champion Breweries. He is an accomplished QSR and retail professional with over 35 years of experience driving success across African markets with a Proven track record in executive Supply Chain and Operations roles at Yum! Brands, Nando's SA, and as CEO/MD of Food Concepts Plc. in Nigeria and Ghana. David is the Managing Director, EnjoyCorp Limited and he joined the Board of Champion Breweries Plc in July 2024.

Chief Tosan Atle Aiboni – Company Secretary

Chief Tosan Atle Aiboni was appointed as Company Secretary/ Legal Adviser on 13 June 2013. He was called to the Nigerian Bar in 2002. He worked in the public sector as Senior Legal Officer (National Commission for Museums & Monuments). He later moved into private practice as a Partner of a private legal firm (Victoria Chambers). He also worked at the legacy Consolidated Breweries Plc as the Legal Manager, appointed as the Company Secretary/Legal Adviser of Benue Bottling Company Limited and became the Legal Manager – Operations of Nigerian Breweries Plc (sequel to the merger between Consolidated Breweries Plc and Nigerian Breweries Plc in 2015).

Management Team

Champion Breweries Management Team comprises experienced and dedicated professionals with significant local and international experience. A brief profile of each member of the management team is presented below:

Dr. Inalegwu Adoga – Managing Director/CEO

Dr. Inalegwu Adoga is the Managing Director/CEO of Champion Breweries Plc. He is an IBD certified Master Brewer with over 25 years' experience in the FMCG industry. Dr Adoga holds a bachelor's degree in microbiology from the University of Nigeria, Nsukka, a Master in Brewing Operations (MBrew) from the Institute of Brewing and Distilling, UK, a Master of Business Administration (MBA) from the University of Gloucestershire, UK, and a PhD in view in Environmental Microbiology. In recognition of his Outstanding business management and leadership, he was conferred a PhD in Business Administration (DBA) from Prowess University, Delaware, US. He is a product of many corporate and strategic programs of prestigious business schools across the globe. He joined the Board of Champion Breweries in December 2023.

Mr. Rasheed Adebisi - Chief Finance Officer

Mr. Rasheed Adebisi is the Chief Financial Officer of Champion Breweries. He is a Chartered Accountant and finance professional with extensive financial experience in Cost Management & Optimization, Financial control & Risk Management, Business Performance Management & Improvement as well as Business Partnering & Decision Support. He has been in the Brewery Industry for over 21 years and became Champion Breweries CFO in May 2023 after handling various positions in Nigerian Breweries Plc and Heineken.

Mr. Nsikakabasi Etuk - Head, People & Organizational Excellence

Mr. Nsikakabasi is the Head of People and Organizational Excellence at Champion Breweries. He joined the company over 12 years ago, served as the Head Brewer, and worked in various roles, including Human Resource and Development Manager and Rewards and Benefits Manager in 2020, before assuming his current position.

Engr. Theophilus Akporie - Head, Logistics & Operational Excellence

Engr. Theophilus Akporie is the Head of Distribution and Operational Excellence at Champion Breweries Plc. He holds a bachelor's degree in mechanical engineering from the University of Benin. Engr. Akporie is a certified Project Management Professional (PMP) and a Lean Six Sigma Yellow Belt (LSSYB). With over 15 years of experience in the brewing industry, he has previously held positions such as Total Productive Management Coordinator and Preventive Maintenance Packaging Engineer at Nigerian Breweries, and Shift Packaging Manager at Consolidated Breweries. His expertise in operational excellence and distribution management is instrumental in driving efficiency and innovation at Champion Breweries

Mr. Paul Aderigbe- Head, Audit and Business Transformation

Mr. Paul Aderigbe is the Head of Audit and Business Transformation at Champion Breweries Plc. He is an accomplished and seasoned Chartered Accountant and Certified information system Auditor with over 15 years progressive experience in Accounting, Auditing and Business Process Improvements, Risk management, Fraud Management, Process & Control management including Internal Control Over Financial Reporting (ICFR). Industry covered include Financial professional services and the Brewing Industry.

Ina Igbong- Head of Brewing and Quality

Mr. Ina Igbong is the Head of Brewing and Quality at Champion Breweries Plc. He has 15 years of experience in the FMCG sector at Heineken and Champion Breweries, he is passionate about quality, continuous improvement, and leading results-driven teams. He holds an MBA (Nexford University), MSc (University of Lagos), and BSc (University of Calabar), along with certifications in Executive Leadership, FSSC Lead Auditing, and Lean Six Sigma. He is committed to building safe, efficient, and collaborative environments that drive performance.

Engr. Kenneth Ikwor - Head, Engineering and Projects

Kenneth Ikwor is the Head of Engineering and Projects at Champion Breweries Plc. He holds a bachelor's degree in mechanical engineering from the University of Nigeria, Nsukka, and an MBA from the University of Cumbria. Engr. Ikwor is a Fellow of the Institute of Management Consultants (FIMC), a Certified Management Consultant (CMC®), and a registered engineer with COREN. He has over two decades of experience in the brewing industry, and has previously held managerial positions AB InBev and Afro Beverage and Distilleries Ltd.

Mr. Anthony Osagwu - Head, Sales & Commercial Excellence

Mr. Anthony Osagwu is the Head of Sales and Commercial Excellence at Champion Breweries Plc. He plays a strategic role in driving sales and commercial initiatives. Mr. Osagwu has over 25 years of relevant industry experience.

Mrs. Edediong Udom - Corporate Affairs Manager

Mrs. Edediong Udom is the Corporate Affairs Manager at Champion Breweries Plc. She is responsible for managing the company's corporate communications, public relations, and stakeholder engagement ensuring the company's messaging is effectively conveyed to both internal and external audiences. She is a dynamic professional with a strong focus on teamwork and extensive experience in the medical device industry.



Lagos: 18b, Olu Holloway Road, Ikoyi, Lagos.
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E-mail: enquiries@siao-ng.com
Website: www.siao-ng.com

SIAO/AU/EO/176089/25

22 July 2025

The Directors,
Champion Breweries Plc,
13, Aka-Obot Idim Road,
Industrial Layout,
Aka-Offot,
Akwa Ibom State.

The Directors,
Rand Merchant Bank Nigeria Limited,
The Wings Office Complex,
3rd Floor, East Tower,
17A, Ozumba Mbadiwe Road,
Victoria Island,
Lagos.

Dear Sirs,

PROPOSED CHAMPION BREWERIES PLC N45 BILLION BOND ISSUANCE PROGRAMME AND UP TO N30 BILLION SERIES 1 BOND ISSUANCE (THE "TRANSACTION")

REPORT ON HISTORICAL FINANCIAL STATEMENTS

The financial information is based on the company's audited financial statements for the five years ended 31 December 2024, 2023, 2022, 2021, and 2020. The financial statements have been prepared in accordance with the company's accounting policies set out on pages 8 - 19. The company's financial statements on which the financial information is based are the responsibilities of the Directors who approved their issue. The Directors of the company are responsible for the contents of the Prospectus in which this Report is included.

Our review of the company's financial statements has been limited primarily to the working papers of the External Auditors, Deloitte & Touche Nigeria, for the three years ended 31 December 2024, 2023 and 2022, and KPMG Professional Services, for the two years ended 31 December 2021 and 2020, enquiries from the company's personnel and analytical procedures applied to the company's financial data. We have not performed an audit and thus, our assignment provides less assurance than an audit; as such, we are not expressing an audit opinion.

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

In our opinion, the company's financial statements, prepared on the basis of accounting policies normally adopted by the company, give a true and fair view of the state of affairs of **Champion Breweries Plc** for each of the years ended 31 December 2024, 2023, 2022, 2021, and 2020.

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

Yours faithfully,


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



USE OF PROCEEDS

The net proceeds from each issue of the Bonds will be stated in the Applicable Pricing Supplement.

The Applicable Pricing Supplement for each Series will specify details of the exact use of proceeds of the bonds issued.



RATING ANNOUNCEMENT

GCR places Champion Breweries Plc's ratings of BBB+(NG) on Rating Watch Evolving

Rating action

Lagos, 17 September 2025 - GCR Ratings (GCR) has placed Champion Breweries Plc's national scale long-term and short-term issuer ratings of BBB+(NG) and A2(NG) respectively on Rating Watch Evolving.

Rated entity	Rating class	Rating scale	Rating	Outlook
Champion Breweries Plc	Long-term issuer	National	BBB+(NG)	Rating Watch Evolving
	Short-term issuer		A2(NG)	

Rating rationale

The Rating Watch Evolving on Champion Breweries Plc (Champion Breweries or the company) reflects potential ratings migration resulting from a proposed acquisition and expanded funding plans. Within the outlook period, stronger earnings and cashflows from the proposed brand acquisition could support a positive rating movement. Conversely, higher funding risk from the rising debt could weaken the ratings.

In August 2025, Champion Breweries announced the acquisition of the Bullet Brand of beverages from Sun Mark Limited. The acquisition will be effected through a special purpose vehicle (SPV), whereby Champion Breweries will own 80% and the current shareholder will retain a minority interest. The Bullet Brand is well-recognised and present in 14 African countries including Nigeria, Ghana, Ivory Coast, and Tanzania, with a strong earnings track record. In contrast, Champion Breweries currently operates on a much smaller scale with limited product range and geographical spread. The potential for positive rating movement therefore derives from expectations that the acquisition will materially scale Champion Breweries' operations, support operational efficiencies through its existing manufacturing facilities and enhance foreign exchange inflows, underpinning a stronger business profile. Consolidated projections also indicate a positive earnings trajectory, whereby revenue could spike to around NGN90 billion by 2026 (2024: NGN20.9 billion), at a wider operating margin of 15% (2024: 10%).

The rating watch also factors the higher risk funding profile. Champion Breweries raised a combined NGN15 billion (USD9.8 million) in July 2025 through the issuance of two series of commercial paper, well above the initial plan of NGN5 billion. The funding will largely be utilised to meet the much higher seasonal inventory requirements in the second half of the year. Consequently, gross debt increased to NGN16.7 billion as of July 2025 (M7 2025) from only NGN208 million in December 2024 which solely relates to lease liabilities.

The company also plans to raise further debt of NGN30 billion through a bond issuance to fund capital expansion, upgrades and refinance the existing commercial paper. Given that half of the bond proceeds would be used to replace existing short-term debt, we expect debt escalation to be contained, while the maturity profile of the debt book would be extended. Although some of this debt is likely to be repaid through the unwinding of working capital before financial year-end, gearing metrics will be weaker than the very low historical levels. In addition, an unsuccessful or undersubscribed equity offer could necessitate further recourse to debt funding to support the planned acquisition, placing downward pressure on leverage metrics and heightening liquidity risks.

TAX CONSIDERATIONS

The following summary does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to acquire, hold or dispose of Bonds issued under this Programme. In particular, it does not constitute a representation by the Issuer or its advisers the tax consequences attaching to a subscription or purchase of Bonds issued under the Programme or applicable to all categories of investors. The Nigeria Tax Act, 2025 (“NTA”), effective January 1, 2026, amends major existing tax laws, including the CITA, PITA, the VAT Act, and CGT Act; and except as otherwise indicated, this summary reflects the provisions of Nigerian tax laws as at the date of this prospectus.

Under Nigerian law, income accruing in, derived from, brought into, or received in Nigeria in respect of dividends, interest, royalties, discounts, charges or annuities is subject to tax. The CITA provides that interest shall be deemed to be derived from Nigeria if (a) there is a liability to payment of the interest by a Nigerian company or a company in Nigeria regardless of where or in what form the payment is made, or (b) the interest accrues to a foreign company or person from a Nigerian company or a company in Nigeria regardless of whichever way the interest may have accrued.

Interest payments on the Bonds derived from Nigeria and accruing to both Nigerian investors and non-Nigerian investors would ordinarily be subject to withholding tax in Nigeria at the applicable rate of 10 percent. Effective 1 July 2022, withholding tax on interest payments to a foreign company or foreign resident from a country with which Nigeria has a double taxation treaty will generally be payable at the rate of 7.5 - 10 percent pursuant to the FIRS Circular of 11 May 2022. In view of this, the Issuer would be required to withhold tax on such payments and remit same to the appropriate tax authorities. Furthermore, in accordance with the provisions of the Finance Act 2019, any expense incurred in deriving tax-exempt income would not be deductible for the purpose of arriving at taxable profit.

Interest payments to corporate Bondholders shall 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.

Based on the provisions of the Finance Act 2020 which specifically exempts “securities” from the definition of goods and services upon which VAT may be charged under the VAT Act, and the Personal Income Tax (Amendment) Act 2011 which generally exempts interest payment received by individual Bondholders from PIT, interest derived by individual Bondholders from an investment in the Bonds under the Programme is generally exempt from VAT and PIT. However, commissions payable to the SEC, the Exchanges and the Depository 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 Exchanges and Depository for the registration and listing of the Bonds.

By a notice titled “Payment of Personal Income Tax on Profit from Bonds and Short-Term Government Securities” (dated June 28, 2022) issued by the Lagos State Inland Revenue Service, stating that PIT is now applicable to income derived and interest earned by individuals and non-limited liability entities resident in Lagos State from bonds and short-term securities in accordance with the Personal Income Tax (Amendment) Act 2004 with effect from January 2, 2022, except for bonds issued by the Federal Government of Nigeria. From January 1, 2026, Section 4 of the NTA provides that tax will be charged on income, profits or gains of any individual accruing in, or derived from 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.

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. However, by virtue of the Finance Act 2021, there is no capital gains tax payable upon the disposal of any Nigerian government securities, 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). 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. Under the NTA, the rate of capital gains tax has been incorporated into the income tax regime. Therefore, from January 1, 2026, for companies, CGT would be payable at the CIT rate of 30%, while the rate for individuals and unincorporated entities would be the personal income tax rate, ranging from 15-25%.

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.

The foregoing summary is not a comprehensive summary, and does not constitute advice, on tax to any actual or potential purchaser of Bonds issued under the Programme. In addition, it does not constitute a representation by the Issuer or its advisers on the tax consequences of a subscription or purchase of Bonds issued under the Programme. Any tax consideration that may be relevant to a decision of a person to acquire, hold or dispose of

Bonds issued under the Programme and to each actual or potential purchaser of the Bonds may vary. Therefore, any actual or potential purchaser of the Bonds who intends to ascertain its/his/her tax position should seek professional advice from its/his/her preferred professional advisers as to the tax consequences arising from subscribing to or purchasing the Bonds. Neither the Issuer nor its advisers shall be liable to any subscriber or purchaser of the Bonds in any manner for placing reliance upon the contents of the above summary.

STATUTORY AND GENERAL INFORMATION

1. AUTHORISATION OF THE PROGRAMME

By a resolution of the Shareholders and Board of Directors of the Issuer dated 24 July 2025, the establishment of a ₦45,000,000 Bond Issuance Programme by the Issuer and the issuance of Bonds thereunder was approved.

2. SHARE CAPITAL AND SHAREHOLDING STRUCTURE OF THE ISSUER

The issued share capital of the Issuer as at 30th June 2025 is 8,947,995,892 ordinary shares.

As of 30th June 2025, the ordinary shares in the issued share capital of 8,947,995,892 were held as follows:

S/N	Name of Shareholders	Holdings ('000)	% of holdings
1	Enjoycorp Limited	6,827,331	76.31
2	Akwa Ibom Investment Corporation	899,893	10.06
3	Other shareholders with not more than 5.00% individual shareholding	1,219,011	13.63
	Total	8,947,995	100

Except as stated above, no other shareholder holds more than 5% of the issued share capital of the Company.

Share capital history of the Issuer

Date issued	Authorised (₦)		Issued & Fully Paid-Up (₦)		Consideration
	Increase N'000	Cumulative N'000	Increase N'000	Cumulative N'000	
1974	-	1,900,000	1,900,000	1,900,000	Cash
1976	550,000	2,450,000	220,007	1,120,007	Cash
1977	-	2,450,000	269,993	2,390,000	Cash
1978	4,050,000	6,500,000	2,392,344	4,782,344	Cash
1979	-	6,500,000	1,476,150	6,258,494	Cash
1981	8,500,000	15,000,000	13,129,247	19,387,741	Cash
1983	11,000,000	26,000,000	-	19,387,741	Cash
2001	424,000,000	450,000,000	-	19,387,741	Cash
2003	1,550,000,000	2,000,000,000	430,612,259	450,000,000	Cash
2013	-	2,000,000,000	450,000,000	900,000,000	Cash
2014	2,500,000,000	4,500,000,000	6,300,000,000	7,200,000,000	Cash
2015	-	4,500,000,000	629,496,464	7,829,496,464	Cash
2024			1,118,499,428	8,947,995,892	Bonus

3. DIRECTORS' BENEFICIAL INTERESTS

The interests of the Directors in the issued share capital of the Issuer as recorded in the register of directors' interests or as notified by them for the purpose of section 301(1) of CAMA as at 30th June 2025 are as follows:

Shareholder	Direct Holding	Indirect Holding	Total Shareholding	Total No. of Shareholding as % of Issued Share Capital
Mr. Thompson S. B. Owoka	571,428	-	571,428	0.01
Mrs. Mary Akpobome	1,000,000	-	1,000,000	0.01
Alhaji Shuaibu A. Ottan	189,618	-	189,618	0.00
Total			6,829,091,523	0.02

4. INDEBTEDNESS OF THE ISSUER

As at 30 June 2025, total indebtedness of the Issuer was Nil. Details of the indebtedness and others at the time of issuance of any Bonds under the Programme will be disclosed in the applicable Pricing Supplement to that particular series of Bonds.

5. SUBSIDIARIES, ASSOCIATED COMPANIES AND INVESTMENTS

As at the date of this Shelf Prospectus, there are no associated companies of the Issuer

6. CLAIMS AND LITIGATION

Champion Breweries Plc (the "Company") is involved in four (4) cases as of 21 July, 2025. The Company is Appellant in all four (4) cases.

Following our review of the summaries provided in the Schedule and the documents provided by the Company, we note that the Company has been found liable to pay the sum of EUR 1,540,450.80 (One million, five hundred forty thousand, four hundred fifty euros and eighty cents)². Please note that this amount does not include interest and costs, which can only be determined upon the final resolution of the case. Ultimately, the Company's actual liability, including any final awards for costs, will be as determined by the court upon the conclusion of the Company's appeal against the judgment.

The Solicitors to the Transaction are of the opinion that the contingent liability that may arise from the cases involving the Company, where same are diligently defended, would not have a material adverse effect on the proposed Transaction.

Save for the foregoing, the Solicitors to the Transaction are not aware of any claim or litigation pending or threatened against the Company which may (i) materially or adversely affect the Company's ability to fulfill its obligations under the Transaction; and/or; (ii) affect the validity of the proposed Transaction or restrict the proceedings or actions of the Company with respect to the Transaction.

7. OFF BALANCE SHEET ITEMS

As of 30 June 2025, the Issuer had no off-balance sheet items other than in the ordinary course of business.

8. COST AND EXPENSES

Costs and expenses in respect of any issuance of Bonds under this Programme shall be payable by the Issuer and shall be disclosed in the applicable Pricing Supplement relating to the Bonds being issued.

² Please note that this represents the award sum issued against the Company in an arbitration initiated by BRAUEREI BECK GMBH & CO KG. This award underpins the appeals listed as cases Nos. 1 and 2 in the Schedule. However, it is not immediately clear whether this sum has been paid by the Company or accounted for in its financial provisions. Also, we have excluded the judgment entered against the Company in the case listed as No. 4 in the Schedule as the Company's liability in that matter has been covered by its insurers under its product liability insurance policy. Regarding the case listed as No. 5 in the Schedule, we note that the disputed sum has already been paid to the Respondent by the Company's bank, and the claim primarily seeks a court order to reverse the payment.

9. MATERIAL CONTRACTS

As at 21 July, 2025, save for the Programme Trust Deed which the Issuer will enter into in respect of the establishment of the Programme and agreements relating to the Issuer's indebtedness as stated in the Prospectus, the Issuer has not entered into any agreements outside the ordinary course of business or which are material to or which will adversely impact the establishment of the Programme.

Other material contracts in respect of any issuance of Bonds under the Programme will be disclosed in the applicable Pricing Supplement in respect of that Series of Bonds.

10. EXTRACTS FROM THE MEMORANDUM AND ARTICLES OF ASSOCIATION

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

Memorandum of Association

The objects for which the company is established are:

- To establish, build, maintain and operate a brewery for the production and bottling of larger beer, stout or any other beer and of beer and soft drinks;
- To carry on the business of liquor, wine, or spirit producers, dealers, merchants, sellers and shippers of liquor, wine, fruit juice and bottled water;
- To borrow and secure the payment of money in such manner and on such terms as the Directors may deem expedient, and to mortgage or charge the undertaking and all of any part of the property and rights of the company present or future include uncalled capital;
- To purchase, take on lease, or to exchange, hire, subscribe for, or otherwise acquire, and to hold and deal with any property, real or personal including patents, patent rights, inventions, and concessions, and shares, stocks, debentures or obligations of any company and upon a distribution of assets or division of profits to distribute any such property amongst the members of the company;
- To purchase, take or lease, acquire for the purposes of the company, any estate land, buildings, easements or other interest in real estate and to sell, let or lease or otherwise dispose of or grant rights over any real property belonging to the company.
- To do all such other things as may be considered to be incidental or conducive to the attainment of the above objects specified.

Articles of Association

The directors may exercise all the powers of the company to borrow money for the purpose of its business or objects 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 a security for any debt, liability, or obligation of the company or of any third party.

11. EXTRACTS FROM THE PROGRAMME TRUST DEED

The following are extracts from the Programme Trust Deed dated 23 December 2025

3. APPOINTMENT OF TRUSTEES AND DECLARATION OF TRUST

- 1.1. The Issuer hereby appoints the Trustees, and the Trustees hereby accept their appointment, as the representatives of the Bondholders in accordance with the provisions of this Deed, any Series Trust Deed and the SEC Rules, and the Trustees will hold the benefit of the covenants, rights and other obligations of the Issuer herein contained, for the benefit of the Bondholders in accordance with this Deed.
- 1.2. The Parties agree that the appointment of the Trustees shall be specific to the one or more Series of Bonds under the Programme in respect of which such Trustees are specifically named

as trustees, and that the Trustees shall be bound by this Deed and the relevant Series Trust Deed.

- 1.3. By execution hereof, the Trustees have accepted and agreed to be bound by and to enforce the powers, and perform the duties and obligations of the Trustees specifically set forth herein and hereby declare themselves trustees for the Bondholders to hold the benefit of the covenants, rights and other obligations on the part of the Issuer herein contained in trust for the benefit of the Bondholders subject to the terms of this Deed and/or any Series Trust Deed.
- 1.4. By execution hereof, the Issuer accepts to be bound by the terms of this Deed and perform its duties and obligations under this Deed.
- 1.5. Any sums received by the Trustees whether of principal, interest or otherwise from the Issuer, shall be received by the Trustees on trust to apply same towards the repayment of Principal Amount and Coupon, fees, indemnities, costs and charges in accordance with this Deed; provided that the rights of each Bondholder as set out in this Deed and the relevant Series Trust Deed is preserved and preferred.
- 1.6. The trust created herein shall be a continuing obligation of the Trustees and shall be of full force and effect until terminated in accordance with this Deed.

4. PURPOSE

- 4.1.1 The net proceeds from the issue of the Bonds (after deduction of all statutory fees and the costs and expenses incurred in connection with the issuance of such Series of Bonds) shall be paid to the Issuer in accordance with the terms of the Series Trust Deed and applicable Pricing Supplement, provided that in the event that the Issuer issues Green Bonds, the proceeds from Green Bonds shall be paid to the escrow account specifically opened for the net proceeds of a Green Bond and domiciled with the custodian, to be used for financing Green Projects which are certified under the rules and certification process of the CBI and the ICMA.
- 4.1.2 Without prejudice to the generality of the foregoing and the subsequent provisions of this Deed, the Trustees shall be entitled, but shall not be bound, to enquire as to the application of the proceeds of the Bonds except in the case of a Green Bond issuance where SEC regulations mandate that Trustees shall ensure that the proceeds are applied as indicated in the issuance document.

5. AMOUNT AND ISSUE OF THE BONDS

- 5.1 The Issuer may issue Bonds from time to time in one or more Series in an aggregate nominal amount not exceeding the Programme Limit. Each Series may be issued in Tranches on the same or different Issue Dates and shall be constituted by this Deed. The specific terms of each Tranche (which will be supplemented, where necessary, with supplemental terms and conditions and save in respect of the Issue Date, Coupon, Issue Price, first Coupon Payment Date and nominal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be set out in the applicable Series Trust Deed and Final Terms.
- 5.2 The Issuer shall be at liberty from time to time (but subject always to the provisions of this Deed) without the consent of the Bondholders to create and issue further Bonds having terms and conditions which are the same as the Bonds of any Tranche under the Programme save for the amount and date of the first Coupon payment and so that the Bonds may be consolidated and form a single series with the outstanding Bonds of a particular Series.
- 5.3 The Bonds shall be issued at the Issue Price and shall be subscribed for in the multiples and in the manner set forth in the relevant Pricing Supplement or Final Terms.
- 5.4 Any Series of the Bonds may be Senior Bonds, Subordinated Bonds, or guaranteed under terms to be provided in the applicable Final Terms.

6. FORMS OF THE BONDS

- 6.1 **Form of the Bonds**

The Bonds of each Series or Tranche shall be issued in dematerialised (book-entry) form and made eligible for admission to Listing. However, the Bonds may be listed or unlisted at the discretion of the Issuer. The tenor of the Bonds for each Series shall be specified in the relevant applicable Pricing Supplement and Series Trust Deed.

6.2 Title

The Bonds shall be issued in dematerialised (book-entry) form, and each Bondholder shall be issued an E-allotment Notification which for the purposes of section 192 of CAMA be deemed to constitute a certificate evidencing title to the Bonds as if issued under seal or executed as a deed by the Issuer. Each Bond Holder shall be entitled to deal in the same in accordance with the relevant CSD procedures and guidelines.

The CSD Statement of Account shall be conclusive and binding for all purposes save in the case of manifest error and such Person stated in the CSD Statement of Account shall be treated by the Issuer, the Trustees and the Registrar as the legal and beneficial owner of such aggregate number of Bonds for all purposes.

6.3 Persons Deemed Owners

Except as may subsequently be agreed between the Parties to a Series Trust Deed, a Bondholder (or his legal representative) shall be deemed and regarded as the legal and beneficial owner of the Bonds registered in his name for all purposes including but not limited to the payment of the Principal Amount, premium (if any) and Coupon and/or benefits (where applicable).

6.4 Currency, Medium and Place of Payment

6.4.1 The Principal Amount, premium (if any), and Coupon (where applicable) on the Bonds shall be denominated and payable in Naira or any other currency as may be determined by the Issuer in accordance with the applicable Pricing Supplement, subject to compliance with all applicable legal and regulatory requirements.

6.4.2 Payment of the Principal Amount, premium (if any) and Coupon and/or benefits (where applicable) shall be made in the manner specified in the Final Terms.

6.4.3 Payment of the Final Redemption Amount shall be made in the manner as specified in the Final Terms.

6.4.4 Any payment made pursuant to 6.4.1 to 6.4.3 above shall be deemed valid and shall satisfy and discharge the Issuer of any obligation to make payment on such Bonds to the extent of the amount paid.

6.5 Exchange of CSD Statement of Account

The CSD rules and procedure will apply to the Exchange of the CSD Statement of Account in the case of dematerialised Bonds.

6.6 Transfer of Bonds and Register of Bondholders

6.6.1 All Bonds issued pursuant to this Deed shall be transferable subject to the provisions for registration of transfers contained herein.

6.6.2 The Issuer shall cause the Register, with respect to each Tranche or Series of Bonds, to be maintained at the offices of the Registrar and the Registrar shall provide for the registration and transfer of any Bonds under such reasonable regulations as the Registrar with the approval of the Issuer and the Trustees may prescribe.

6.6.3 Each Tranche or Series shall be registered in the applicable Register. The Register shall contain the names and addresses of the Bondholders, the respective number of Bonds held, the nominal value of the Bonds, the date of allotment or purchase, the CSD account number of the Bonds together with any other information that may

be deemed necessary by the Issuer or the Trustees. Any transfer of Bonds in dematerialised (book entry) form shall be regulated by the CSD procedures and guidelines.

6.6.4 The Trustees and the Bondholders or any of them and any person authorised in writing by any of such persons shall, upon giving the Registrar at least two (2) Business Days' prior written notice, be at liberty at all reasonable times during business hours to inspect the Register and to take copies of the Register certified by the Registrar or any authorised officer of the Issuer and extracts from same or any part thereof.

6.6.5 The Register shall be closed during such periods not exceeding an aggregate of thirty (30) days in any calendar year.

6.7 **Statements of Account**

6.7.1 The Issuer and the Trustees may call for and, except in the case of manifest error, shall be at liberty to accept and place full reliance on (without liability), as sufficient evidence thereof, the CSD Statement of Account or any form of record made by the CSD or such other form of evidence and/or information and/or certification as they shall, in their absolute discretion, think fit 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 the Bondholder of a particular nominal amount of Bonds and, if it does so rely, such CSD Statement of Account, form of record, evidence, information or certification shall be conclusive and binding on all concerned.

6.8 **Separate Series**

4.8.1 The Bonds of each Series shall form a separate Series of Bonds and accordingly, unless for any purpose the Trustees and the Issuer in their absolute discretion shall otherwise determine, the provisions of Clauses 6 to 38 (both inclusive) and Schedule 2 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.

4.8.2 The Trustees shall hold the benefit of the payment obligation of the Issuer on trust for the Bondholders of the applicable Series of Bond in accordance with the terms and conditions of each Series Trust Deed.

4.8.3 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", the second Series will be known as the "Series 2 Bonds", regardless of whether that is the first series of Bonds).

7. REDEMPTION OF THE BONDS

7.1 The Bonds will be redeemed at their Principal Amount (to the extent of the amount unpaid as of the Maturity Date) plus premium (if any) and Coupon (where applicable) on the Maturity Date, (or earlier at the option of the Issuer or the Bondholders if so provided in the relevant Series Trust Deed).

7.2 The mode and terms of redemption of the Bonds will be as stated in the relevant Series Trust Deed and in accordance with Schedule 2 Condition 4 (*Redemption, Purchase and Options*).

7.3 The Trustees shall not be required to take any steps to ascertain whether an Event of Default, or any other event which could lead to the exercise of a Put Option (as defined in Schedule 2, Condition 4 (*Redemption, Purchase and Options*)) has occurred and shall not be liable for omitting to take any such steps.

8. FEES, DUTIES AND TAXES

Unless otherwise stated in the Shelf Prospectus and the relevant Pricing Supplement, the Issuer shall pay any stamp, issue, registration, documentary and other similar fees, duties and taxes,

including receipted expenses, interest and penalties, payable on or in connection with (a) the execution and delivery of this Deed; (b) the constitution and issuance of the Bonds; (c) any action taken by or on behalf of the Trustees or (where permitted under this Deed so to do) any Bondholder to enforce this Deed; and (d) agreed professional and other statutory fees incurred in connection with the establishment of the Programme.

9. COVENANT OF COMPLIANCE

- 9.1 The Issuer and the Trustees covenant with each other that they will comply with, perform, and observe all the provisions of this Deed which are binding on them. The Trustees shall hold the benefit of this covenant upon trust for themselves and the Bondholders.
- 9.2 The Conditions shall be binding on the Issuer, the Trustees and the Bondholders. The Trustees shall hold the benefit of this covenant upon trust for themselves and the Bondholders.

10. CANCELLATION OF THE BONDS AND RECORDS

- 10.1 The Issuer shall procure that all Bonds: (i) redeemed or (ii) purchased by or on behalf of the Issuer, any holding company of the Issuer or any Subsidiary, or (iii) which are not Outstanding may be cancelled by or on behalf of the Issuer and a certificate or statement stating:

10.1.1 the aggregate Principal Amount of Bonds which have been redeemed;

10.1.2 the serial numbers of such Bonds;

10.1.3 the aggregate nominal amount of Bonds (if any) which have been purchased by or on behalf of the Issuer or any Subsidiary of the Issuer (if any) and cancelled;

shall be given to the Trustees by the Registrar on behalf of the Issuer as soon as reasonably practicable and in any event, within two (2) Months after the date of such redemption, purchase, payment, exchange or replacement (as the case may be). The Trustees may accept such statement as conclusive evidence of redemption, purchase or replacement *pro tanto* of the Bonds or of cancellation of the Bonds; Provided that any Bonds not cancelled in accordance with this Clause may be re-issued by the Issuer in accordance with the provisions of the relevant Series Trust Deed.

- 10.2 The Issuer shall procure that: (a) the Registrar shall keep a full and complete record of all Bonds and of their redemption or purchase by or on behalf of the Issuer or any Subsidiary (if any), any cancellation or any payment (as the case may be); (b) the Registrar shall with regards to interest bearing Bonds retain a list of Bondholders to whom payment was made; and (c) such records shall be made available to the Trustees within the period stated in Clause 10.1 above.

11. APPLICATION OF MONIES

- 11.1 All monies received by the Trustees from the Issuer under this Deed, or paid to an Appointee as directed by the Trustees, shall unless and to the extent attributable, in the opinion of the Trustees, to a particular Tranche or Series (such Bonds being Senior Bonds), be apportioned *pari passu* and rateably between each Tranche or Series of the Bonds, and all monies received by the Trustees under this Deed from the Issuer shall be held by the Trustees upon trust to apply them in the following order of priority:

11.1.1 **FIRSTLY**, in payment or satisfaction of all amounts then due and unpaid under Clause 17.1 to the Trustees and/or any Appointee and all costs, charges, expenses and liabilities incurred, and payments made in or about the execution of this Deed pursuant to Clause 17.5;

11.1.2 **SECONDLY**, in or towards payment *pari passu* and rateably of the aggregate Principal Amount, income or benefits (if any) and Coupon then due and unpaid in respect of the Bonds of that Series or Tranche;

11.1.3 **THIRDLY**, in or towards payment *pari passu* and rateably of the aggregate Principal Amount, income or benefits (if any) and Coupon then due and unpaid in respect of the Bonds of other Series or Tranche; and

11.1.4 **FOURTHLY**, in payment of the balance (if any) to the Issuer (without prejudice to, or liability in respect of, any question as to how such payment to the Issuer shall be dealt with as between the Issuer and any other person).

Without prejudice to this Clause 11, any monies which represent the Principal Amount, benefits, income or Coupon in respect of Bonds which have become void or in respect of which claims have been prescribed under Schedule 2 Condition 8 (*Prescription*), shall be repaid to the Issuer.

11.2 Notwithstanding the foregoing, if the Trustees shall so determine, payments may be made on account of principal monies and premiums before the interest (if applicable) or the whole of the interest on Bonds Outstanding on any Series or Tranche have been paid but such alteration in the order of payment of principal monies premium and interest shall not prejudice the right of Bondholders to receive the full amount to which they would have been entitled if the primary order of payment had been observed or any less amount which the sum ultimately received may be sufficient to pay.

12. ENFORCEMENT AND DETERMINATION OF MATERIALITY

12.1 The rights and duties of the Trustees, and the rights and duties of the Bondholders in respect of the Bonds as to recovery of amounts owing on the Bonds upon the occurrence of an Event of Default or the enforcement of the provisions of this Deed are set out in Schedule 2 Condition 10 (Enforcement).

12.2 If the Trustees are for whatever reason required to make any determination of "material adverse effect", "materially prejudicial" or like matter pursuant to the terms of the Bonds or this Deed, they may, in their absolute discretion, seek directions from the Bondholders by means of a Special Resolution or seek advice (at the expense of the Issuer) from an expert, both in accordance with this Deed, and the Trustees shall not be liable for any delay involved in so doing.

13. INVESTMENT BY TRUSTEES

13.1 Subject to the provisions of each Series Trust Deed, if the amount of the monies at any time available in the Designated Accounts for the payment of the Principal Amount, premium (if any) and Coupon (where applicable) on the Bonds of any Series or Tranche shall be less than ten per cent (10%) of the amount due and payable on the Bonds, the Trustees may, subject to the approval of the Issuer, and pending payment, invest such monies in Permitted Investments or place such monies in some or one of the deposits hereinafter authorised for such periods as they may consider expedient; with power from time to time at the like discretion to vary such deposits and to accumulate such deposits and the resulting interest, profits and other income derived therefrom until such accumulated deposits shall amount to ten per cent (10%) of the amount due and payable under the Bonds.

13.2 All interest and other income deriving from such deposits shall also be applied first in payment or satisfaction of all amounts then due and payable to the Trustees and/or any Appointee, otherwise held for the benefit of, and paid to the Bondholders of such Series or Tranche as the case may be, in accordance with Clause 11. Subject to the selection criteria, if any bank selected is a subsidiary, holding or associated company of the Trustees, it need only account for an amount of interest equal to the amount of interest which would, at then current rates, be payable by it on similar deposits by the bank's other customers which it deals with on an arm's length basis.

13.3 Any amount remaining after the application by the Trustees of the interest and other income deriving from such deposits under Clause 13.2 shall be deposited in the Designated Accounts for the purpose of the payment of the Principal Amount, benefits, premium (if any) and Coupon (where applicable) on the Bonds of any Series or Tranche.

13.4 Subject to Clause 13.1, any monies subject to the trusts under this Deed which at any given time are not required for the discharge of any obligations hereunder within the five (5) days immediately following a Coupon Payment Date may be invested by the Trustees in the name or under the control of the Trustees in Permitted Investments.

13.5 The Trustees shall select Permitted Investments in accordance with prudent investment standards, which shall be safe liquid investments capable of meeting the payment obligations of the Issuer. The Trustees shall not be liable for making any investment in accordance with the provisions of this Deed or any loss resulting from such investment so made, except for their own negligence, misconduct, insider or self-dealing constituting a breach of trust under the Trustees Act, the ISA or any other applicable law.

13.6 **Statement of Investment Principles**

The Trustees undertake to invest the monies available in the Designated Accounts in accordance with, and based on, the approved portfolio allocation as set out in the relevant Series Trust Deed and in accordance with the Trustees Act.

14. PARTIAL PAYMENTS

Upon any payment other than payment in full against surrender of Bonds of a Series or Tranche, the CSD Statement of Account in respect of which such payment is made shall be produced to the Trustees or the Registrar by or through whom such payment is made and the Trustees shall or shall cause the Registrar to ensure that the CSD Statement of Account and records of the Bondholders are updated to reflect the partial redemption, but the Trustees may in any particular case or generally in relation to the Bonds dispense with such obligation upon such indemnity being given by the Bondholders as the Trustees shall think sufficient.

15. UNDERTAKINGS OF THE ISSUER

15.1 The Issuer undertakes to the Trustees, that so long as it has any actual or contingent liability to the Trustees or the Bondholder, none of the events set out below shall discharge the Issuer of its liabilities or the obligations under this Deed or any of the Programme Documents, or impair the rights, powers and remedies of the Trustees under this Deed:

- (i) any amalgamation, consolidation, merger or reconstruction by or between the Trustees and any other person or any sale or transfer of the whole or any part of the assets of any of the Trustees to any other person (including any rights under this Deed);
- (ii) the winding-up, dissolution, liquidation, administration, bankruptcy or reorganisation of the Issuer or any change in its constitution, status, function, control or ownership;
- (iii) any amendment to, or variation, waiver or release by operation of law of any of the payment obligations or any other security or guarantee for the payment obligations;
- (iv) the existence of any claim or set-off or other rights which the Issuer may have against the Trustees, any of them or any other person;
- (v) the grant by the Trustees to the Issuer of any waiver or the withdrawal or restriction by the Trustees of any waiver;
- (vi) any failure by the Trustees to realise, or to fully realise, the value of, or any release, discharge, exchange or substitution of, any security (including this undertaking) taken in respect of the Issuer's obligations;
- (vii) the existence, whether known to the Trustees or not, of a default under this Deed or a Series Trust Deed, any time or other indulgence being granted or being agreed to be granted to the Issuer or any other person, in respect of its obligations under or pursuant to or under any other security or any arrangement or compromise entered into by the Trustees with the Issuer or any other person;

- (viii) any of the obligations of the Issuer or any other person under this Deed or Series Trust Deed, or security taken in respect of any of the obligations of the Issuer being or becoming illegal, invalid, unenforceable, impaired or ineffective in any respect; or
- (ix) any other act, event or omission which might operate to discharge, impair or otherwise affect any of the obligations of the Issuer under this Deed or any of the rights, powers or remedies conferred upon the Trustees by this Deed or by law.

15.2 The Issuer hereby irrevocably and unconditionally undertakes to the Trustees:

15.2.1 the due and punctual payment in accordance with this Deed and the relevant Series Trust Deed of the principal and interest on all Bonds and of any other amounts payable by the Issuer under this Deed; and

15.2.2 the due and punctual performance and observance by the Issuer of each of the other provisions of this Deed to be performed or observed by the Issuer.

If any payment received by the Trustees or any Bondholder from the Issuer pursuant to the provisions of this Deed in relation to the Bonds shall (whether on the subsequent bankruptcy, insolvency or corporate reorganisation of the Issuer or, without limitation, on any other event) be avoided or set aside for any reason, such payment shall not be considered as discharging or diminishing the liability of the Issuer and this undertaking shall continue to apply as if such payment had at all times remained owing by the Issuer, and the Issuer shall indemnify the Trustees and the Bondholders in respect thereof.

15.3 Until all amounts which may be or become payable by the Issuer under this Deed have been irrevocably paid in full, the Trustees may refrain from applying or enforcing any other monies, security or rights held or received by the Trustees in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise), and the Issuer shall not be entitled to the benefit of the same.

15.4 Unless otherwise stated in the relevant Series Trust Deed, the Issuer shall pay interest to the Trustees on all sums validly demanded under this Deed, with such interest accruing from the date of the Trustees' demand under this Deed or, if earlier, the date on which the relevant loss, cost or expenses arose in respect of which such demand has been made, in each case until, but excluding, the date of actual payment (after as well as before judgment). **PROVIDED** that the Issuer shall only be liable to pay interest on such sums in accordance with the provisions of this Deed and/or the relevant underlying documents from which such interest accrues. All such interest shall accrue on a day-to-day basis and be calculated by the Trustees on the basis of the day count fraction and at the interest rate/coupon rate specified in the applicable Pricing Supplement.

16. COVENANTS OF THE ISSUER

16.1 The Issuer covenants and agrees that:

16.1.1 it shall, as and when the Bonds of any Series or Tranche or any instalment of principal in respect thereof becomes due to be redeemed, or on such earlier date as the same or any part thereof may become due and repayable thereunder, in accordance with the Conditions, unconditionally pay or procure to be paid to or to the order of the Trustees, in accordance with the relevant Series Trust Deed, in immediately available funds, the Principal Amount in respect of the Bonds of such Series or Tranche or the amount of such instalment becoming due for redemption on that date and shall in the meantime and until redemption in full of the Bonds of such Series or Tranche (both before and after any judgment or other order of a court of competent jurisdiction), unconditionally pay or procure to be paid to or to the order of the Trustees as aforesaid, interest (which shall accrue from day to day) on the nominal amount of the Bonds outstanding of such Series or Tranche at rates and/or in amounts calculated from time to time in accordance with, or specified in, and on the dates provided for in, the relevant Pricing Supplement.

- 16.1.2 save for transactions involving an arrangement necessitated by any law or regulation, wherein prior notification to the Trustees will suffice, it shall not without the prior written consent of the Trustees (such consent not to be unreasonably withheld or delayed) consolidate with or merge into any other Person (or enter into any transaction whose effect would be similar to that of a merger or sell, convey, transfer, lease or otherwise dispose of all or substantially all of its property and assets to any Person by one or more transactions or series of transactions (whether related or not) (any such consolidation or merger (or transaction whose effect would be similar to that of a merger) and any such transaction or series of transactions, a “consolidation” or “merger”) if such consolidation or merger would have a Material Adverse Effect, unless:
- 16.1.2.1 the Issuer shall be the continuing Person or the successor Person (as a result of such consolidation or merger), shall be a corporation organised and validly existing under the laws of Nigeria, and shall expressly assume by a supplemental trust deed to this Deed in form and substance satisfactory to the Trustees, all of the obligations of the Issuer under this Deed;
 - 16.1.2.2 immediately before and after giving effect to such consolidation or merger, no Potential Event of Default or Event of Default shall have occurred and be continuing;
 - 16.1.2.3 a Rating Reaffirmation is obtained in respect of such merger or consolidation or transfer of assets, as the case may be; and
 - 16.1.2.4 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 Clauses 16.1.2.1 to 16.1.2.3 above.
- 16.1.3 it shall faithfully perform at all times, any and all covenants including covenants set out in Condition 3 (*Covenants*) of Schedule 2, undertakings, stipulations and provisions on its part to be performed as provided in this Deed and in the relevant Series Trust Deed for every issue of Bonds of any Series or Tranche executed and delivered hereunder and in all proceedings of the Issuer pertaining thereto.
- 16.1.4 it shall pay the Trustees such fees as may be agreed between the Parties, and reimburse the Trustees, for all agreed reasonable and proper out-of-pocket costs and expenses as they may incur in connection with the performance of their duties under this Deed including the agreed costs for convening and holding meetings of Bondholders.
- 16.1.5 it shall advise the Trustees immediately upon the occurrence of an event which it is aware or ought reasonably to be aware of constituting a Force Majeure Event, the steps being taken and proposed to be taken by the Issuer in relation to such event and the date on which that Force Majeure Event no longer exists; Provided that such event will only be accepted by the Trustees as a Force Majeure Event where it is reasonably satisfied that such event impedes the Issuer’s ability to discharge its obligations under this Deed, or in relation to the Bonds, and the Issuer has deployed all reasonable efforts which are consistent with accepted practices to resume performance of its obligations as soon as practicable under the circumstances.
- 16.2 So long as any of the Bonds remains outstanding, the Issuer shall:
- 16.2.1 not change or amend its constitutional documents being its memorandum and articles of association in a manner that would adversely affect its ability or obligation to pay the principal and/or coupon on the Bonds issued under this Deed or the Programme and/or any other moneys payable under this Deed unless the written consent of the Trustees is first obtained, which consent shall not be unreasonably withheld or delayed.
 - 16.2.2 at all times carry on and conduct its affairs in a proper and diligent manner;

- 16.2.3 ensure that the rating of the Issuer and the Bonds are reviewed and renewed annually by the rating agency;
- 16.2.4 give or procure to be given to the Trustees such opinions, certificates and information as the Trustees shall reasonably require and in such form as the Trustees shall reasonably require for the purpose of the discharge or exercise of the duties, trusts, powers, authorities and discretions vested in the Trustees under this Deed or by operation of law;
- 16.2.5 at all times keep books of account and upon reasonable notice, allow the Trustees and any Appointees to whom the Issuer shall have no reasonable objection, free access to such books of account at reasonable times during normal business hours;
- 16.2.6 send to the Trustees (in addition to any copies to which the Trustees may be entitled as a holder of any securities of the Issuer) two (2) copies in English language of every report, circular and notice of general meeting and every other document issued or sent to its shareholders within ten (10) Business Days after the issue or publication thereof;
- 16.2.7 forthwith give notice in writing to the Trustees of the coming into existence of any Security Interest which would require any security to be given to the Bonds pursuant to this Deed or the applicable Series Trust Deed or of the occurrence of any Event of Default or any Potential Event of Default;
- 16.2.8 send to the Trustees within five (5) Business Days copies of every financial report, (including its annual accounts, semi-annual accounts and quarterly accounts) sent to the NGX, the FMDQ (where applicable) and the SEC in accordance with the respective timelines prescribed by the NGX, FMDQ and the SEC;
- 16.2.9 within five (5) Business Days after a demand in writing by the Trustees provide a certificate in or substantially in the form set out in Schedule 3 (*Form of Directors' Certificate*) signed by two (2) Directors of the Issuer to the effect that as at a date not more than five (5) Business Days before delivering such certificate (the relevant certification date) there did not exist and had not existed, since the relevant certification date of the previous certificate (or, in the case of the first such certificate, the date hereof), any Event of Default or any Potential Event of Default (or if such exists or existed specifying the same) and that during the period from and including the relevant certification date of the last such certificate (or, in the case of the first such certificate, the date hereof) to and including the relevant certification date of such certificate that it has complied with all its obligations contained in this Deed;
- 16.2.10 at all times execute all such further documents, and perform all acts and things as may be reasonably necessary at any time or times in the reasonable opinion of the Trustees for the purpose of discharging the Trustees' functions under, or giving effect to, this Deed;
- 16.2.11 appoint the Registrar who shall be responsible to the Trustees;
- 16.2.12 at all times ensure that the Registrar maintains an up-to-date Register in accordance with this Deed and the Conditions;
- 16.2.13 use its best endeavours to maintain the quotation or Listing on the relevant Exchange of those of the Bonds which are quoted or listed or, if it is unable to do so having used such endeavours, use its best endeavours to obtain and maintain a quotation or Listing of such Bonds on such other stock exchange or exchanges or securities market or markets as the Issuer may decide and also upon obtaining a quotation or Listing of such Bonds issued by it on such other stock exchange or exchanges or securities market or markets enter into a trust deed supplemental to this Deed to effect such consequential amendments to this Deed as the Trustees may require or as shall be requisite to comply with the requirements of any such stock exchange or securities market;

- 16.2.14 give notice to the Bondholders, the Trustees and the SEC of the appointment, resignation or removal of the Registrar (other than the appointment of the initial Registrar) at least thirty (30) days prior to such event taking effect; provided always that so long as any of the Bonds remain outstanding in the case of the termination of the appointment of the Registrar, no such termination shall take effect until a new Registrar has been appointed by the Issuer on terms previously approved in writing by the Trustees, provided that the Trustees shall not be required to approve the fees payable to the Registrar;
- 16.2.15 send to the Trustees, not less than ten (10) days or such other shorter notice as may be agreed by the Trustees and Issuer, prior to which any such notice is to be given, the form of every notice to be given to the Bondholders and obtain the prior written approval of the Trustees to, and promptly give to the Trustees, two (2) copies of the final form of every notice to be given to the Bondholders;
- 16.2.16 in order to enable the Trustees ascertain the nominal amount of the Bonds of each Series for the time being outstanding for any of the purposes referred to in the proviso to the definition of Outstanding in Clause 1.51, deliver to the Trustees within ten (10) Business Days upon being so requested in writing by the Trustees, a certificate in writing signed by two (2) of its Directors or other authorised signatories, setting out the total number and aggregate nominal amount of the Bonds of each Series or Tranche issued which:
- (i) up to and including the date of such certificate have been purchased by the Issuer, any Subsidiary of the Issuer (if any), any holding company of the Issuer or any other Subsidiary of such holding company, and cancelled; and
 - (ii) are at the date of such certificate held by, for the benefit of, or on behalf of, the Issuer, any holding company of the Issuer or any other Subsidiary of such holding company;
- 16.2.17 give prior notice to the Trustees of any proposed redemption and, if it shall have given notice to the Bondholders of its intention to redeem any Bonds, duly proceed to redeem the Bonds accordingly.

17. REMUNERATION AND INDEMNIFICATION OF TRUSTEES

- 17.1 The Issuer shall during the continuance of this Deed and until the trust hereof shall be finally wound up, pay to the Trustees both the engagement fee and annual remuneration for each Series or Tranche for their services as Trustees as from the completion date of each Series or Tranche, such remuneration to be at such rate and to be paid on such dates as may from time to time be agreed between the Issuer and the Trustees in a separate fee letter. Provided that such fee and remuneration shall not exceed the maximum fees prescribed in the SEC Rules (expressed as a percentage cap of the size of an offer).
- 17.2 Where the occurrence of an Event of Default or a Potential Event of Default requires that the Trustees undertake duties which the Trustees consider to be of an exceptional nature or otherwise outside the scope of the normal duties of the Trustees under this Deed, the Issuer shall pay to the Trustees such additional remuneration as shall be agreed between them in a separate fee letter.
- 17.3 The Issuer shall in addition pay to the Trustees an amount equal to the amount of any VAT or similar tax chargeable in respect of the Trustees' remuneration under this Deed, provided that it is understood that the Issuer shall deduct applicable withholding tax from all remuneration referred to in this Clause 17.
- 17.4 In the event of the Trustees and the Issuer failing to agree:
- 17.4.1 upon the amount of the remuneration as contemplated in Clause 17.2; or
 - 17.4.2 upon whether such duties shall be of an exceptional nature or otherwise outside the scope of the normal duties of the Trustees under this Deed,

such matters shall be determined by an investment bank or person (acting as an expert and not as an arbitrator) selected by the Trustees and approved by the Issuer or, failing such approval, nominated (on the application of the Trustees and Issuer) by the Director General for the time being of the SEC (the expenses involved in such nomination and the fees of such person being payable by the Issuer) and the determination of any such person shall be final and binding upon the Trustees and the Issuer.

17.5 The Issuer shall also pay and discharge all Liabilities reasonably incurred by the Trustees in relation to the preparation and execution of the Programme Documents, and the exercise of their powers and the performance of their duties hereunder including any appointment made pursuant to this Deed, and in any other manner in relation to this Deed, including but not limited to reasonable travelling expenses and any stamp, issue, registration, documentary and other taxes or duties paid or payable by the Trustees in connection with any action taken by or on behalf of the Trustees for purposes of enforcing this Deed;

PROVIDED that the Trustees shall seek and obtain the prior written consent of the Issuer to incur any such Liabilities in excess of an aggregate sum of [Two Hundred Thousand Naira (N200,000.00)] (in any one (1) calendar year; unless such expense is incurred for the purposes of enforcing the provisions of this Deed against the Issuer upon the occurrence of an Event of Default, in which case such consent shall not be required.

17.6 All amounts payable under this Clause 17 shall be payable by the Issuer within twenty-one (21) days from the date of the written demand by the Trustees.

18. ESTABLISHMENT OF DESIGNATED ACCOUNTS

18.1 Unless otherwise stated in any Series Trust Deed, the Issuer shall, not later than fifteen (15) Business Days before the first Coupon Payment Date for each Tranche or Series of Bonds, cause to be opened a Designated Account, no matter the name called under the relevant Series Trust Deed, in the name of the Trustees, into which the Issuer shall pay, or procure the payment of, at least three (3) Business Days before a Coupon Payment Date, Instalment Date (as defined in Condition 4 of Schedule 2) or Maturity Date ("**Funding Date**") all monies due under the relevant Tranche or Series of Bonds at the time to the Bondholders. Each Series Trust Deed shall specify how the relevant Designated Account will be funded.

18.2 The Trustees shall notify the Issuer:

18.2.1 at least five (5) Business Days before a Funding Date of an impending Funding Date;

18.2.2 if they or their Appointees have not by close of business on the Funding Date received the full amount required for payment to the Bondholders, that they or their Appointee have not received the said amount; or

18.2.3 if they or their Appointees have received the full amount of any sum payable in respect of the Bonds, that they or their Appointees have received the said amount.

19. POWERS, RIGHTS, DUTIES AND RELIEFS OF THE TRUSTEES

19.1 Subject to the provisions of this Deed, the Trustees shall enjoy all powers, reliefs and indemnities of a trustee preserved under all Applicable Laws for the time being in force.

19.2 The Trustees shall have the power to do any act in accordance with this Deed, the relevant Series Trust Deed, the ISA, SEC Rules and any Applicable Law which shall be on behalf of, and for the benefit of, the Bondholders.

19.3 If the Trustees are for whatever reason required to make any determination of Material Adverse Effect or like matter pursuant to the terms of the Bonds or this Deed, they may, in their absolute discretion, seek directions from the Bondholders by means of a Special Resolution or seek advice (at the expense of the Issuer) from an expert, both in accordance with this Deed, and the Trustees shall not be liable for any delay involved in so doing.

19.4 The Trustees shall have the following duties and responsibilities:

- 19.4.1 To act in accordance with the provisions of this Deed, the relevant Series Trust Deed, the ISA, SEC Rules and any Applicable Law and safeguard the rights of the Bondholders as relate to the Issuer's obligations under the Programme;
- 19.4.2 To summon, as and when necessary, meetings of all Bondholders of a Tranche or Series whereat a statement of affairs on the management of any funds standing to their credit on behalf of the Bondholders shall be presented, and or any other necessary business and or matter shall be presented and determined. A meeting shall be convened by the giving of at least twenty-eight (28) clear days' written notice to all Bondholders (specifying the date, venue, time and agenda at the meeting), and the said notice shall also be published in at least two (2) national newspapers. The procedure of, and regulations for, such a meeting of the Bondholders shall be in accordance with Schedule 1 of this Deed;
- 19.4.3 Not to enter into contracts or other arrangements that would amount to a Conflict of Interest in the performance of their obligations under this Deed, or any other customary obligations of a trustee.
- 19.5 Prior to an Event of Default and after the curing or waiving of all Events of Default which may have occurred, the Trustees shall not be liable except for the performance of such duties as specifically set down herein.
- 19.6 The Trustees shall have no Liability for any act or omission to act hereunder, or under any other instrument or document executed pursuant hereto except for the Trustees' negligence and misconduct.
- 19.7 The duties and obligations of the Trustees shall be determined solely by the express provisions hereof, and no implied powers, duties or obligations of the Trustees, save as mandated by the ISA, SEC Rules or any other applicable law, shall be construed or implied into this Deed.
- 19.8 Upon the occurrence of an Event of Default, the Trustees shall subject to the provisions of this Deed, exercise such rights and utilise such powers vested in the Trustees under this Deed, the ISA and the SEC Rules and shall use the required degree of care and skill in the exercise of their duties.
- 19.9 The Trustees shall have no duty, responsibility or obligation for the issuance of Bonds or for the validity or exactness thereof, or of any document relating to such issuance.
- 19.10 The Trustees shall have no duty, responsibility or obligation for the payment of Bonds except in accordance with the terms and provisions hereof or any Series Trust Deed.
- 19.11 The Trustees shall not be required to expend or risk their own funds or otherwise incur any liability in the performance of their duties or in the exercise of their rights or powers detailed in this Deed, except such liability as may result from their negligence and/or misconduct.
- 19.12 Notwithstanding any other provisions hereof, the Trustees shall have no Liability for (a) an error of judgment made in good faith by a Responsible Officer, unless it shall be proved that both or either of the Trustees were negligent in ascertaining the pertinent facts, provided always that any resulting Liability shall be borne by the Trustee in default; or (b) an action taken or omitted to be taken by the Trustees in good faith in accordance with the lawful direction of the Bondholders of not less than a simple majority in Principal Amount of Bonds then outstanding.
- 19.13 It is hereby expressly agreed and declared as follows:
- 19.13.1 The Trustees, acting reasonably and in good faith, may in relation to this Deed, act on the opinion or advice of, or any information from any solicitor, valuer, surveyor, broker, auctioneer, accountant, or other expert, whether obtained by the Issuer or by the Trustees, and shall not be responsible for any loss occasioned by the Trustees' reliance on such opinion, advice or information; provided however that the Trustees have exercised due care and diligence in relying on any such

advice, opinion or information; and any such advice, opinion or information may be obtained or sent by letter or electronic mail.

- 19.13.2 Unless otherwise stated in the Series Trust Deed, the Trustees shall not be responsible for the monies paid by Bondholders for the Bonds or be bound to see to and or monitor the application thereof.
- 19.13.3 Save as herein otherwise provided, the Trustees shall not be bound to take any steps to ascertain whether any event has happened upon the occurrence of which any Tranche or Series of Bonds may be declared immediately repayable.
- 19.13.4 The Trustees shall not be responsible for having acted upon any resolution passed at a duly convened, properly constituted meeting of the Bondholders 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 with the effect that the resolution was not valid or binding upon the Holders, except where the Trustees had prior knowledge of such defect; in which case the Trustees shall become liable for such acts.
- 19.13.5 Without prejudice to the right of indemnity conferred by law on the Trustees, the Trustees and every Appointee shall be entitled to be indemnified by the Issuer in respect of all liabilities and agreed expenses incurred by them in the execution of the powers and trusts hereof or of any powers, authorities or discretions vested in them pursuant to this Deed; provided that the Trustees and such Appointee have not been fraudulent, grossly negligent or acted in default of their powers.
- 19.13.6 The Trustees shall not be liable for any act pursuant to or under this Deed, save only for the Trustees' negligence and misconduct and any breach of trust committed by the Trustees; provided that nothing contained in this clause shall exempt the Trustees from or indemnify the Trustees against any liability for breach of trust where the Trustees fail to show the degree of care and diligence required of the Trustees, having regard to the provisions hereof conferring on the Trustees, several powers, authorities and discretions.
- 19.13.7 The Issuer shall reimburse the Trustees, in so far as may be lawful, in respect of all agreed costs and expenses incurred by the Trustees in relation to or arising out of any application made to any court by the Trustees or any of the Bondholders for an order that the trust hereof may be carried out under the direction of the court or for an order or declaration relating to the administration of the trust hereof or the enforcement of the rights hereunder of the Trustees or the construction of this Deed.
- 19.13.8 In the absence of bad faith, fraud, willful default and negligence on the part of the Trustees, the Trustees may conclusively rely upon and shall be protected in acting or refraining from acting upon any document, including but not limited to any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order or other paper or document reasonably believed by them to be genuine and to have been signed or presented by proper officials of the Issuer relating to any matter primarily within the knowledge of the Issuer, the Bondholders or agents or attorneys of the Bondholders, as sufficient evidence thereof; provided that in the case of any such document specifically required to be furnished to the Trustees hereby, the Trustees shall be under a duty to examine the same to determine whether it conforms to the requirements thereof. The Trustees shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, or other paper or document submitted to the Trustees; provided however that the Trustees, in their discretion, may make such further inquiry or investigation into such facts or matters as they may deem prudent.
- 19.13.9 Any certificate or report of the Auditors or any other person called for by or provided to the Trustees (whether or not addressed to the Trustees) in accordance with or for the purposes of this Deed may be relied upon by the Trustees as

sufficient evidence of the facts stated therein notwithstanding that such certificate or report and/or any engagement letter or other document entered into by the Trustees in connection therewith contains a monetary or other limit on the liability of the Auditors or such other person in respect thereof and notwithstanding that the scope and/or basis of such certificate or report may be limited by any engagement or similar letter or by the terms of the certificate or report itself.

- 19.13.10 The Trustees shall be entitled to assume without enquiry, in the absence of knowledge by or express notice to the Trustees to the contrary, that the Issuer is duly performing and observing all the covenants and provisions herein contained which are to be performed and observed by them and it shall be at the discretion of the Trustees whether to take any action or proceedings or to enforce the performance thereof, and the Trustees shall not be bound to declare any Tranche or Series of the Bonds immediately repayable or to take any steps to enforce payment thereof or any of the provisions of this Deed unless and until in any of such cases the Trustees is required to do so in writing by the registered Bondholders of at least three quarters ($\frac{3}{4}$) of the nominal value of the Bonds or by a Special Resolution passed at a duly convened meeting of Bondholders; Provided that the Trustees shall in any case inform the Bondholders of the happening of any Event of Default that comes to the Trustees' knowledge.
- 19.13.11 The Trustees in the exercise of the powers and discretions vested in the Trustees pursuant to this Deed shall comply with the provisions of the ISA, SEC Rules and any other Applicable Law.
- 19.13.12 In addition to the above, the Trustees shall comply with their fiduciary duties owed to the Bondholders in accordance with this Deed and Applicable Laws and act in the best interest of the Bondholders, including;
- (a) ensuring the prompt payment of principal and coupon to the Bondholders upon receipt of funds in the Designated Account;
 - (b) acting impartially and solely in the best interest of all Bondholders in the management of the trust property (where applicable) and not to let their duties and that owed to the Bondholders conflict;
 - (c) managing the trust property (where applicable) in a prudent manner;
 - (d) acting 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 Bondholders;
 - (e) ensuring that the trust property (where applicable) is vested according to the terms of the trust herein established;
 - (f) not letting their duties and that owed to the Bondholders conflict and not commingling their funds with those of the trust;
 - (g) identify, segregate and ring-fence their assets from the trust property and any other trust administered by the Trustees;
 - (h) to clearly identify the funds/assets which are held in trust for the Bondholders;
 - (i) not pledge or charge any of the trust property except as permitted by this Deed, the ISA, SEC Rules or any Applicable Law;
 - (j) take all necessary steps to ensure that the assets of the trust are adequately protected; and
 - (k) not delegate their duties except as permitted by this Deed.

20. TRUSTEES' LIABILITY

- 20.1 Nothing in this Deed shall in any case in which the Trustees have failed to show the degree of care and diligence required of them as trustees having regard to the provisions hereof conferring on the Trustees any trusts, powers, authorities or discretions exempt the Trustees from or indemnify them against any liability for breach of trust in relation to their duties under the provisions of this Deed.
- 20.2 The Trustees will be liable for a breach of their duties where the Trustees fail to carry out their responsibilities under this Trust Deed or report a breach of the terms of this Trust Deed to the SEC provided that the Trustees shall notify the Issuer in writing within twenty-one (21) days prior to reporting such breach to the SEC and shall give the Issuer the opportunity to remedy the breach within the twenty-one (21) days in the absence of any other provision in this Deed for the rectification of such breach.

21. TRUSTEES NOT BOUND TO ENFORCE COVENANTS

The Trustees may, but shall not be bound unless requested to do so in writing by the Bondholders holding not less than two-fifths of the nominal value of the Bonds for the time being Outstanding or by a Special Resolution to enforce or take any step to enforce the covenants in Clause 16 (*Covenants of the Issuer*) and (subject to any such request as aforesaid) may waive, on such terms and conditions as the Trustees shall deem expedient, any of the covenants and provisions which the Issuer is required to perform or observe.

22. TRUSTEES CONTRACTING WITH THE ISSUER

Neither the Trustees, nor any director or officer or holding company, subsidiary or associated company of a corporation acting as trustees under this Deed shall, by reason of their fiduciary position be in any way precluded from:

- 22.1 entering into or being interested in any contract or financial or other transaction or arrangement with the Issuer or any person or body corporate associated with the Issuer (including without limitation any contract, transaction or arrangement of a banking or insurance nature or any contract, transaction or arrangement in relation to the making of loans or the provision of financial facilities or financial advice to, or the purchase, placing or underwriting of, or the subscribing or procuring subscriptions for or otherwise acquiring, holding or dealing with, or acting as paying agent in respect of, the Bonds or any other bonds, stocks, shares, debenture stock, debentures or other securities of the Issuer or any person or body corporate associated as aforesaid); or
- 22.2 accepting or holding the trusteeship of any other trust deed constituting or securing any other securities issued by or relating to the Issuer or any such person or body corporate so associated with, or any other office of profit, under the Issuer or any such person or body corporate so associated.

Provided always that the contract or financial or any other transaction contemplated in this Clause 22 shall not result in a Conflict of Interest.

23. ACCELERATION AND CROSS DEFAULTS

- 23.1 Subject to Schedule 2 Condition 9 (*Events of Default*), an Event of Default with respect to a Tranche or Series of Bonds shall not cause an Event of Default with respect to any other Tranche or Series of Bonds, unless such event or condition on its own also constitutes an Event of Default under such other Tranche or Series of Bonds.
- 23.2 Upon the occurrence of an Event of Default, the Trustees at their discretion may, or if directed to do so by a Special Resolution, and in each case if indemnified to their satisfaction, send an Acceleration Notice to the Issuer, declaring the Bonds to be immediately due and payable. When an Acceleration Notice is given, all Bonds will become immediately due and payable at their principal amounts outstanding together with accrued but unpaid interest without further action or formality.

24. REPRESENTATIONS AND WARRANTIES OF THE TRUSTEES

- 24.1 Each of the Trustees hereby severally warrants to the Issuer that:
- 24.1.1 it is a duly incorporated company within the meaning of the CAMA and duly existing under Nigerian law;
 - 24.1.2 it is duly registered and authorised by the SEC to provide corporate trust services in Nigeria;
 - 24.1.3 it has the full power, consent and authority to enter into this Deed, exercise its rights and perform its obligations under this Deed and deliver the Programme Documents; and such authorisations and consent are in full force and effect;
 - 24.1.4 it has the resources, capacity and expertise to act on behalf of the Bondholders with regard to every issuance of Bonds under the Programme and it shall comply with the provisions of the ISA, SEC Rules, this Deed and the relevant Series Trust Deed in the performance of its obligations;
 - 24.1.5 at all times throughout the duration of the Programme, all corporate approvals, authorisations or other actions of any person or governmental authority applicable to the Trustees required in connection with the execution and delivery of this Deed, the performance by the Trustees of the terms and obligations hereof have been obtained and same shall remain valid;
 - 24.1.6 it shall provide any information that the SEC or the Issuer may require in connection with its obligation to act on behalf of Bondholders;
 - 24.1.7 the obligations expressed to be assumed by it under this Deed are legal, valid and enforceable obligations binding on it in accordance with its terms;
 - 24.1.8 the execution and delivery of this Deed, the performance of the obligations contemplated therein, and the fulfilment of the terms hereof will not conflict with or violate the provisions of any applicable law or the terms of any existing agreement to which the Trustee is a party to;
 - 24.1.9 it shall not allow any Conflict of Interest to occur between its obligations in connection with and under the Programme and its commercial interests; and
 - 24.1.10 it shall, at all times, adhere to the terms and conditions specified in this Deed.

25. REPRESENTATIONS AND WARRANTIES OF THE ISSUER

- 25.1 As at the date of this Deed, the Issuer hereby represents, warrants and undertakes to the Trustees (for themselves and in trust for the Bondholders) that it shall do all acts and things within its powers which are necessary:
- 25.1.1 to establish the Bonds as valid, enforceable, binding and legal obligations of the Issuer, according to the meaning and intent thereof; and
 - 25.1.2 for the creation, execution and delivery of this Deed.
- 25.2 As at the date of this Deed, the Issuer hereby further represents, warrants and undertakes to the Trustees (for itself and in trust for the Bondholders) that as at the Date of this Deed and on every Issue Date and Maturity Date/Dissolution:
- 25.2.1 **Status**
 - 25.2.1.1 It is a company, duly incorporated and validly existing under Nigerian law.
 - 25.2.1.2 It has the power, license and authority to own its assets and carry on its business as it is being conducted.

25.2.2 **Binding obligations**

Each of the Programme Documents have been duly executed and delivered by it and (with respect to any Bonds, upon its authentication and delivery by the Trustees) constitutes its legal, valid and binding obligation, enforceable against it (subject to corporate insolvency and similar exceptions) in accordance with its terms.

25.2.3 **Approvals**

25.2.3.1 It has obtained the regulatory approvals required for the establishment of the Programme and the issuance of the Bonds;

25.2.3.2 Its execution and delivery of the Programme Documents and its performance of all of its obligations thereunder have been duly authorised by all necessary corporate resolutions;

25.2.4 **No conflict**

The entry into and performance by it of, and the transactions contemplated by, this Deed do not and will not conflict with:

25.2.4.1 any of the provisions of the CAMA, the ISA, SEC Rules or any other law or regulation applicable to it;

25.2.4.2 its constitutional documents; or

25.2.4.3 any agreement or instrument binding upon it or any of its assets or constitute a default under any contractual obligation, judgment, injunction, order or decree binding upon it or its assets;

25.2.5 **Immunity**

Neither the Issuer nor any of its assets has any right of immunity on the ground of sovereignty or otherwise, from the jurisdiction, attachment (before or after judgment) or execution in respect of any action or proceeding relating in any way to the Programme Documents that may be brought in the courts of Nigeria or any relevant jurisdiction.

25.2.6 **No proceedings pending or threatened**

Save as may be otherwise disclosed in the Shelf Prospectus or applicable Pricing Supplement, no litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect has (to the best of its knowledge and belief, after due and careful enquiry) been started, subsists or is threatened against it.

25.2.7 **Accuracy of information**

25.2.7.1 That all the information in the Programme Documents (as supplemented from time to time) that has been or will hereafter be made available to the Bondholders by the Issuer, or any director, officer, employee or representative of the Issuer, in connection with the transactions contemplated herein is and will at all times be complete and correct in all material respects and does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not misleading in light of the circumstances under which such statements were or are made; and

25.2.7.2 The Issuer shall immediately upon becoming aware of them, supply to the Trustees whether or not demanded by the Trustees, details of any event which may be reasonably likely to result in a Potential Event of Default.

25.2.8 Financial Statements

Each set of consolidated financial statements that will be delivered to the Trustees pursuant to this Deed will show with reasonable accuracy, the financial condition of the Issuer during the period to which it relates.

25.2.9 Indebtedness

It is neither unable nor has it admitted its inability to pay its debts as they fall due nor has it suspended making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commenced negotiations with one or more of its creditors with a view to rescheduling any of its Financial Indebtedness;

25.2.10 Taxation

25.2.10.1 It is not materially overdue in the filing of any tax returns (including statutory contributions) to any authority, and it is not overdue in the payment of any amount in respect of tax.

25.2.10.2 No claims or investigations are being made or are reasonably likely to be made or conducted against it with respect to taxes which have or are reasonably likely to have a Material Adverse Effect.

25.2.11 No Default

25.2.11.1 No Event of Default or Potential Event of Default has occurred and is continuing.

25.2.11.2 No other event or circumstance is outstanding which constitutes or with the giving of notice will constitute a default under any other agreement or instrument which is binding on it or to which its assets are subject and which might have a Material Adverse Effect.

26. NEW TRUSTEES

26.1 Subject to Clause 27 below, the power to appoint a new trustee under the provisions of this Deed shall be vested solely in the Issuer but no person shall be appointed unless the SEC has previously been notified and has approved of such appointment. Two (2) or more persons may hold office as trustees under this Deed, but such trustees shall be corporate trustees registered with the SEC or any other relevant regulator. Any appointment of a new trustee under this Deed shall be made in consultation with the Trustees (without any requirement for their consent) and shall as soon as practicable thereafter be notified by the Issuer to the relevant regulator, the Registrar and the Bondholders.

26.2 Without prejudice to Clause 26.1 above, the Issuer may without the consent of the Bondholders of an existing Series or Tranche of Bonds, appoint one or more additional trustees to act for any new Tranche or new Series as may be issued from time to time under the Programme; provided that such Tranche is not included in an existing Series and such trustee shall only act in respect to the particular Tranche or Series for which it was appointed. Each Trustee shall be competent to execute and exercise all the duties, powers, trusts, authorities and discretions vested in the Trustees by the provisions of this Deed with regards to the particular Tranche or Series for which the Trustee has been appointed.

27. SEPARATE AND CO-TRUSTEES

27.1 Notwithstanding the provisions of Clause 26 above, the Trustees may, subject to the approval of the Issuer and upon obtaining the approval of the SEC, appoint any other trustee registered with the SEC or any other relevant regulator to act either as a separate trustee or as a co-trustee jointly with the Trustees only in the following circumstances:

- 27.1.1 for the purposes of conforming to any legal requirements, restrictions or conditions in any jurisdiction in which any particular act or acts is or are to be performed; or
- 27.1.2 for the purposes of obtaining a judgment in any jurisdiction or the enforcement in any jurisdiction of either a judgment already obtained or any of the provisions of this Deed against the Issuer.
- 27.2 The Issuer irrevocably appoints the Trustees to be its attorneys in its name and on its behalf to execute any such instrument of appointment pursuant to Clause 27.1 above. Such trustee shall (subject always to the provisions of this Deed) have such trusts, powers, authorities and discretions (not exceeding those conferred on the Trustees by these provisions) and such duties and obligations as shall be conferred or imposed by the instrument of appointment. For the purposes of this Clause 27, the Trustees and the Issuer shall have the power to remove any such trustee. Such reasonable remuneration as the Trustees may pay to any such trustee, together with any attributable Liabilities incurred by it in performing its function as a separate trustee or co-trustee, shall for the purposes of these provisions be treated as Liabilities incurred by the Trustees.

28. REMOVAL AND RESIGNATION OF THE TRUSTEES

- 28.1 Any of the Trustees may resign as a trustee at any time, by giving not less than ninety (90) days' prior written notice to that effect to the Issuer, the SEC and the Bondholders and other Trustees (if any), and where the resigning trustee is the sole Trustee at the time of its resignation, such resignation shall not be effective until a successor(s) to the Trustee is appointed in accordance with this Deed and the resigning Trustee(s) shall continue to hold the rights conferred and perform the obligations imposed on it by this Deed until the resignation becomes effective.
- 28.2 The Bondholders of Bonds then Outstanding shall have the power, by a Special Resolution, to remove from office any trustee appointed pursuant to this Deed.; **PROVIDED** that the Bondholders can only remove such Trustee(s) when the Trustee(s) is/are in breach of its/their representations and warranties in Clause 24 of this Deed as well as in the case of gross negligence, default, breach of duty or breach of trust in relation to its duties. Where the removal of the Trustee(s) would result in there being no trustee for the Bonds, such removal shall not be effective until the Issuer has appointed a new trustee(s) in accordance with this Deed.
- 28.3 In addition, where any Series Trust Deed so provides, the Trustees may be removed by the Issuer for the reasons stated in the Series Trust Deed and in this Deed and only so long as (a) no Event of Default shall have occurred and be continuing and (b) the removal of such Trustee shall not have any adverse effect upon the rights and interests of the Bondholders.
- 28.4 Where any of the Trustees gives notice of its resignation as trustee pursuant to Clause 28.1 hereof or in the event that any of the Trustees is dissolved or otherwise becomes incapable to act as trustee or is removed as trustee pursuant to Clause 28.2 or 28.3 hereof, the Issuer shall, where such resignation would result in there being no trustee for the Bonds, upon obtaining the approval of the SEC, immediately appoint a successor trustee or trustees. In such event, the successor trustee or trustees shall cause notice of its appointment to be issued to the Bondholders of all Bonds then Outstanding. If a Trustee resigns, the Trustee shall bear the costs of giving such notice. If a Trustee is removed, dissolved, or otherwise become incapable of acting as trustee, the Issuer shall bear the costs of giving such notice.
- 28.5 Unless otherwise ordered by a court or regulatory body having competent jurisdiction, or unless required by law, any successor Trustee(s) appointed by the Issuer shall be a company, authorised to carry on trust business in Nigeria and duly registered with the SEC to provide corporate trust services.
- 28.6 Every successor trustee(s) shall execute, acknowledge and deliver to its predecessor and also to the Issuer an instrument in writing, accepting such appointment hereunder, 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. The successor trustee shall execute a Deed of Accession in or substantially in the form set out in Schedule 4 (*Form of Deed of Accession*) and cause notice of its appointment to be issued to the Bondholders of all Bonds then Outstanding. The predecessor trustee(s) shall execute any and all documents necessary or appropriate to convey all interest it may have to the successor Trustee(s). The predecessor trustee(s) shall promptly deliver all records relating to the trust and copies thereof and communicate all material information it may have obtained concerning the trust to the successor trustee(s) and shall duly provide the successor trustee(s) with a full and updated statement of affairs and accounts of the trust in respect of each Tranche or Series of Bonds.

- 28.7 In the event of the resignation or removal of the Trustee(s) in accordance with the provisions hereof, the Trustee(s) shall immediately account for and deliver up all of the Assets, to its appointed successor or successors. Where all the Trustees resign, they shall continue in office until a successor has or successors have been duly appointed to take over their obligations herein.

29. UNDESIRABLE SITUATIONS AND PRACTICES

- 29.1 For the purpose of this Deed, an undesirable situation or practice is a situation or practice which may prejudice the interests of the Bondholders. These include:

29.1.1 an order by a court of competent jurisdiction or a company resolution passed for the dissolution of or appointment of an administrator for the Trustees (otherwise than in the course of a re-organisation or restructuring of such Trustee on a solvent basis);

29.1.2 where any person takes any step, and it is not withdrawn or discharged within ninety (90) days, to appoint a liquidator, manager, receiver, administrator, administrative receiver or other similar officer in respect of any proprietary assets of the Trustees;

29.1.3 where any of the Trustees convene a meeting of its creditors for the purpose of making or proposing any arrangement or compromise with, or any assignment for the benefit of its creditors.

- 29.2 If in the opinion of the Issuer, an undesirable situation or practice has developed or is developing regarding the activities of the Trustee(s), the Issuer may take any steps to correct the situation or practice, including:

29.2.1 notifying the SEC within five (5) days of such practice coming to the attention of the Issuer;

29.2.2 procuring the Bondholders to pass a Special Resolution at a meeting duly called for that purpose, suspending such a Trustee(s) and appointing another trustee or trustees to act in place of the suspended Trustee(s) during the period of suspension;

29.2.3 procuring the Bondholders to pass a Special Resolution at a meeting duly called for that purpose, terminating the appointment of such a Trustee(s) and immediately appointing a new trustee(s) in accordance with the provisions of this Deed;

29.2.4 giving directions to such a Trustee(s) to act in such a manner as will correct or assist in overcoming the situation or practice; or

29.2.5 taking any other action, it considers necessary to assure and safeguard the interests of the Bondholders.

30. CONFIDENTIALITY

- 30.1 The Trustees hereby agree that during the course of their engagement under this Deed, the Trustees are likely to obtain knowledge of confidential information with regard to the affairs of the Issuer, and their respective affiliates, details of which are not in the public domain ("**Confidential Information**"), and accordingly the Trustees hereby undertake and covenant with the Issuer that they shall:

- 30.1.1 not at any time, use any Confidential Information except for the purpose of performing their duties under this Deed;
- 30.1.2 not at any time during the subsistence of, or after the termination of this Deed (save as required by law or judicial order), disclose or divulge any Confidential Information to any person other than to officials of the Issuer who are authorised to have access to such Confidential Information;
- 30.1.3 promptly notify the Issuer if they become aware of any breach by them or any Responsible Officer of any of the provisions of this Clause 30;
- 30.1.4 use their best endeavours to prevent the publication or disclosure of any Confidential Information by any person under their control; and
- 30.1.5 upon receipt of a written request from the Issuer, return to the Issuer all Confidential Information provided (subject to any regulatory requirements/obligations on the Trustees with regards to document retention).
- 30.2 The restrictions set out in Clause 30.1 above shall cease to apply to information or knowledge which:
- 30.2.1 comes into the public domain otherwise than by reason of the default of the Trustees; and
- 30.2.2 is required to be disclosed pursuant to any statute, law, rule or regulation of any governmental authority or pursuant to any order of court of competent jurisdiction.
- 30.3 The restrictions set out in this Clause 30 shall continue to apply notwithstanding the termination of this Deed, save for Clause 30.1.3 which shall only apply for a period of two (2) years after the termination of this Deed.
- 30.4 Any Confidential Information shall be held in confidence, and the Trustees hereby undertake to indemnify the Issuer for any costs, damages or losses suffered by the Issuer as a result of the breach of the obligations stated in this Clause 30.

31. NOTICES

- 31.1 Any notice, request, requirement, stipulation or other document or matter to be given, issued or made under this Deed shall be in writing and shall be signed by the person giving, issuing or making it or that person's authorised agent or representative and shall be served in accordance with Clause 31.3 below.
- 31.2 All notices required to be given to or by the Bondholders shall be in accordance with Schedule 2 Condition 13 (*Notices*).
- 31.3 Any notice or other document referred to in Clause 31.1 above, shall be served by personally delivering the same by hand to the registered office or to the address of the person to be served as specified in this Deed or previously notified for this purpose, or by sending the same by post or a reputable courier service to such address or by dispatching the same by electronic mail transmission or other means of communication in permanent written form.
- 31.4 The address for notices are as follows:

The Issuer

The Managing Director
Champion Breweries Plc
Industrial Layout, Aka Ofot, Uyo Akwa

Attention: Dr. Inalegwu Adoga

Telephone: [+2348079773793](tel:+2348079773793)

E-mail: inalegwu.adoga@heineken.com

UTL:

The Managing Director
UTL Trust Management Services Limited
ED Building, (2nd floor)
47, Marina
Lagos Island, Lagos

Attention: Olufunke Aiyepola

Telephone: +234 812 224 3847

Email: ooaiyepola@utltrustees.com

BOI:

The Managing Director
BOI Investment and Trust Company Limited
23, Marina Road, Lagos Island, Lagos

Attention: Victor Ukachi

Telephone: 08133757092

Email: vukachi@boitcnigeria.com

GREENWICH:

The Managing Director
Greenwich Trustees Limited
5th Floor, ST. Nicholas House, No. 2-10, Hospital Road, Lagos
Island, Lagos

Attention: Gana Bunkaya

Telephone: 08033335436

Email: bunkaya.gana@green-wichtrustees.com

32. TERMINATION AND DURATION

32.1 This Deed shall remain in full force and effect until the earlier of the:

32.1.1 discharge of all the obligations of the Issuer under the Programme as evidenced by the receipt by the Trustees of an unconditional confirmation in writing from (i) the Issuer that there are no subsisting outstanding obligations under this Deed; or (ii) the Registrar that the Bondholders have been paid all outstanding obligations; or

32.1.2 unconditional release of the Issuer from all of their obligations under this Deed.

32.2 Upon the winding up of the trust, the assets of the trust and all payments shall be distributed in accordance with Clause 11 (*Application of Monies*) of this Deed.

33. SEVERABILITY

In the event that any one or more of the provisions contained in this Deed is for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Deed shall be construed as if such invalid, illegal or unenforceable provision were not contained herein and in such event, the Parties shall endeavour to carry out the terms of this Deed as nearly as possible in accordance with its original terms and intent.

34. ENTIRE AGREEMENT

This Deed constitutes the entire agreement between the Parties in relation to the matters herein and supersedes all prior understandings between the Parties, whether oral or written. The terms of this Deed shall not be altered, varied and/or amended except by a written instrument duly executed by the Parties hereto.

35. COUNTERPARTS

This Deed may be executed in any number of counterparts, all of which taken together are deemed to constitute one and the same document.

36. DISPUTE RESOLUTION

36.1 **Notification to the SEC**

In the event of any dispute arising out of or under this Deed, the Parties shall within five (5) Business Days from the date the dispute arose, notify the SEC of the existence of the dispute.

36.2 **Amicable Settlement**

The Parties shall endeavour to amicably resolve any dispute or misunderstanding that may arise between them, in relation to the terms of this Deed by mutual consultation within ten (10) Business Days of occurrence of the dispute.

36.3 **Arbitration**

36.3.1 Where the Parties are unable to resolve any dispute arising out of or in connection with this Deed amicably within ten (10) Business Days of holding consultations after a dispute arises, such dispute shall then be settled by arbitration in accordance with the Arbitration and Mediation Act 2023 or any statutory re-enactment or modification thereof.

36.3.2 The arbitration panel shall consist of three (3) arbitrators, one arbitrator appointed by the Issuer, and the second arbitrator appointed jointly by the Trustees. The third arbitrator, who shall preside over the panel, shall be appointed by the two (2) arbitrators appointed by the Parties. Where the two (2) appointed arbitrators are unable to agree on the choice of the third arbitrator within two (2) Business Days after their own appointments, the choice of the third arbitrator shall be referred to the Director General of the SEC, who shall nominate the third arbitrator. The arbitral proceedings shall be held in Lagos, Nigeria, and shall be conducted in the English language.

36.3.3 The Parties shall have a maximum period of fifteen (15) Business Days from the date on which the third arbitrator is appointed (or such other days as the arbitrators may permit) to exchange pleadings.

36.3.4 The arbitrators shall have a maximum period of ten (10) Business Days following the Parties' exchange of pleadings, to resolve the dispute. The arbitral award shall be final and binding on the Parties.

36.3.5 Where the dispute is not or cannot be resolved by arbitration in accordance with Clauses 36.3.1 to 36.3.4 above, the said dispute shall be referred to the SEC for resolution.

36.3.6 Any Party aggrieved by the decision of the SEC reached in accordance with Clause 36.3.5 may refer the matter to the Investments and Securities Tribunal established in accordance with the provisions of the ISA, for resolution.

36.3.7 Each Party shall bear the cost and expenses of the arbitrator appointed by it while the costs and expenses of the third arbitrator shall be borne in equal proportions by both Parties.

- 36.3.8 This Clause 36 shall be severable from the rest of this Deed and shall remain effective if this Deed is cancelled or terminated.

37. CONFLICT

In the event of a conflict between the provisions of this Deed and a Series Trust Deed, the provisions of such Series Trust Deed shall prevail.

38. GOVERNING LAW

This Deed shall be governed by, and construed in all respects, in accordance with the laws of the Federal Republic of Nigeria.

39. WAIVER

Without prejudice to the provisions of this Deed, the Trustees may, without the consent of the Bondholders and without prejudice to their rights in respect of any subsequent breach, from time to time and at any time, if in their opinion the interests of the Bondholders will not be materially prejudiced thereby, waive or authorise, on such terms as seem expedient to the Trustees, any breach or proposed breach by the Issuer of this Deed or the Conditions or determine that an Event of Default or Potential Event of Default shall not be treated as such, provided that the Trustees shall not do so in contravention of an express direction given by a Special Resolution or a request made pursuant to Schedule 2 Condition 9 (*Events of Default*). No such direction or request shall affect a previous waiver, authorisation or determination. Any such waiver, authorisation or determination shall be binding on the Bondholders and shall be notified to the Bondholders as soon as practicable.

40. MODIFICATION

- 40.1 Without prejudice to the provisions of this Deed, the Trustees may agree with the Issuer, without the consent of the Bondholders but subject to the prior review and approval of the SEC, to any modification to this Deed of a formal, minor or technical nature or to correct a manifest error. The Trustees may also agree to any modification to this Deed, and any waiver or authorisation of any breach or proposed breach, of any of the provisions of this Deed that is in their opinion not materially prejudicial to the interests of the Bondholders, **PROVIDED THAT** the prior approval of the SEC is received, and that such consolidation, modification, alteration or addition does not prejudice the interests of the Bondholders or operate to release the Trustees or the Issuer from any responsibility to the Bondholders.
- 40.2 The Issuer will not, without the prior written consent of the Trustees or a Special Resolution of the Bondholders, agree to any amendments to or any modification of, or waiver of, or authorise any breach or proposed breach of, the terms of any outstanding Bonds and will act at all times in accordance with any instructions of the Trustees from time to time with respect to any outstanding Bonds. Any such amendment, modification, waiver or authorisation made with the consent of the Trustees shall be binding on the Bondholders and, unless the Trustees agree otherwise, any such amendment or modification shall be notified by the Issuer to the Bond Holders in accordance with Schedule 2 Condition 13 (*Notices*).
- 40.3 No such consolidation, modification, alteration or addition shall impose any further payment on the Bondholders in respect of the Bonds held by them or any liability in respect thereof.

41. COMPLIANCE WITH THE ISA

- 41.1 The Trustees in exercise of the powers and discretions vested in them pursuant to this Deed shall comply with the provisions of the ISA, the SEC Rules and the Trustees Act.
- 41.2 The provisions of this Trust Deed shall be subject to the relevant provisions of the ISA, SEC Rules, Trustees Act and other applicable laws.

42. FORCE MAJEURE

Neither the Issuer, nor the Trustees shall be liable to the other Parties for failure or delay in the performance of a required obligation under this Deed, if such failure or delay is caused by a "Force Majeure" event. Provided that:

- (a) this clause shall not apply to a payment obligation under this Deed;
- (b) such Party claiming a Force Majeure occurrence gives prompt written notice of such condition, the steps being taken or proposed to be taken in relation to such event and resumes the performance of its obligations as soon as reasonably possible after the cessation of such condition, the said condition not extending beyond a period of thirty (30) days
- (c) the other Party is reasonably satisfied that such condition impedes the relevant Party's ability to discharge its obligations under this Deed.

43. STATUS OF THE DEED

This Deed shall be subject to the provisions of the ISA, the SEC Rules and the Trustees Act.

44. DECLARATIONS

Except as otherwise disclosed in this Shelf Prospectus:

- a) No share of the Issuer is under option or agreed conditionally or unconditionally to be put under option;
- b) No commissions, brokerages or other special terms have been granted by the Issuer or to any person in connection with the Programme or sale of any securities of the Issuer;
- c) Save as disclosed herein, the directors of the Issuer have not been informed of any holding representing 5% or more of the issued share capital of the Issuer;
- d) There are no founders', management or deferred shares or any options outstanding in the Issuer;
- e) There are no material service agreements between the Issuer or any of its directors and employees other than in the ordinary course of business;
- f) There are no long-term service agreements between the Issuer or any of its directors and employees other than in the ordinary course of business;
- g) No director of the Issuer has had any interest, direct or indirect, in any property purchased or proposed to be purchased by the Issuer in the five (5) years prior to the date of this Shelf Prospectus;
- h) No prosecution has commenced against the Issuer or any of its subsidiaries in respect of any breach of any securities or CAMA; and
- i) No action has been taken against the Issuer by the NGX, FMDQ or any other recognised exchange in respect of any breach of the listing requirements of the exchange.

It is further declared that to the best of the Directors' knowledge as at 31 August 2025,

- a) None of the Directors/shareholders/key management staff is under any bankruptcy or insolvency proceedings filed (and not struck out) against such person or any partnership in which he was a partner or any company in which he was a director of key personnel in any court of law;
- b) None of the Directors/shareholders/key management staff has been convicted in any criminal proceeding or is named subject of pending criminal proceedings relating to fraud or dishonesty; and
- c) None of the Directors/shareholders/key management staff is 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.

45. CONFIRMATION OF GOING CONCERN STATUS

The Directors affirm that the Issuer is a going concern and has no pending insolvency proceedings instituted against it. The Directors also confirm that the Issuer will continue in operations for the foreseeable future and that there are no threats to the operations of the Issuer.

46. RELATIONSHIP BETWEEN THE ISSUER, ISSUING HOUSES AND OTHER ADVISERS

There are no other relationships (other than the professional ones established pursuant to this Programme) existing between the Issuer and any of its advisers

47. OVERVIEW OF CORPORATE GOVERNANCE

The Company's corporate governance structure provides a framework that aims to:

- a) Enhance accountability to shareholders and other stakeholders;
- b) Ensure timely and accurate disclosures of all material matters;
- c) Deal fairly with shareholders' and other stakeholders' interests;
- d) Maintain high standards of business ethics and integrity; and
- e) Ensure risks are managed prudently, while pursuing business objectives.

Champion Breweries Plc's Board of Directors comprises 12 members including 1 Executive Director.

The Board is led by the Chairman and includes individuals with vast experience and achievement in their respective fields. The Board meets regularly to set broad policies for its business and operations ensuring that actions are taken on a fully informed basis, in good faith with due diligence in the best interest of its shareholders.

Responsibilities of the Board are well defined, and the Board is not dominated by one individual. The position of the Chairman is separate from that of the Managing Director and the Chairman is not involved in the day-to-day operations of the Company.

The Board of Directors is responsible for the governance of the Company and is accountable to Shareholders for creating and delivering sustainable value through the management of the Company's business. Champion Breweries is headed by an effective Board tasked with the responsibility of Strategic and Entrepreneurial Leadership while ensuring ethical and sustainable culture. The Board's composition bring a balance of independence, knowledge, experience, skills and diversity to the Board. The Board is also supported by senior executives who actively participate as an integral part of all Board and Management committees.

The Independent Directors provide independent judgment, experience and objectivity to the Board without being subject to operational considerations. They help to ensure that the interests of all shareholders are indeed considered by the Board and that the relevant issues are subjected to objective and impartial consideration by the Board.

The Chairman of the Board presides the meeting of the Board. In case of his absence, directors appoint one of them as the Chairman of the Meeting. The Chairman of the company also holds the executive directorship, management authority, and works on the development of business strategies. He provides overall leadership to the company and drives effective board operations.

The Managing Director is vested with full operational management authority, except for issues falling under the exclusive authority of the Board of Directors, as described and listed in the previous section "Functions of the Board of Directors". The Managing Director reports periodically to the Board of Directors at each meeting of the Board.

Executive directors are selected based on their knowledge and expertise that may be relative to the Issuer's operation. They make an important contribution during the board deliberation in all matters put forward to the Board Meetings. The Board of Directors ("Board") are accountable and responsible for the overall governance, performance and strategic direction of the Issuer. The Board in providing effective leadership and direction to the Company is authorized to delegate some its power to the Committee made up of Senior Management team. The system

of delegation of powers is to maintain the central role of the Board of Directors through a proper controlling system of reporting and accountability.

The Board, Managing Director and Executive Leadership Team are further supported by the Company Secretary and external Auditors. The Company Secretary facilitates the Board process as well as communications between Board members, Shareholders and Management, and advises the Board on all governance matters. The external Auditors provide assurance on financial reporting and ensure accountability and audit quality.

Composition of Board Committees

The Board functioned through its Risk Management Committee, Governance and Remuneration Committee, Finance and Strategy Committee and, Statutory Audit Committee during the 2024 financial year. Board Committees make recommendations for approval by the Board.

The Risk Management Committee

The Committee is comprised of Five (5) Non-Executive Directors and One Executive Director.

The Board Risk Management Committee is tasked with the responsibility of setting and reviewing the Company's risk policies and compliance. The Committee also considers the nature, extent and categories of the risks facing the Company, and the likelihood of such risks materializing, the Company's ability to reduce the incidence and the impact on its business, if the risks do materialize.

The company has a Board-approved Risk Management Framework. The Committee reviews adequacy and effectiveness of risk management controls at least twice a year. The members of the committee are senior management and who have relevant experience for the role. The committee are also saddled with Credit risk management and Liquidity management.

Credit Risk Management

Accesses that the company provides credit facilities to selected corporate customers, who have a long-term relationship with the firm. They access that credit facilities given are within the Company's risk appetite by analysing the number of years of Customers is regularly made and where they consider they risk exposure above the risk appetite of the co but necessaire a recommendation is presented to the Management and corrective measures are implemented if required.

Liquidity Risk Management

1. To manage liquidity, the company has diversified its banking relationship and keeps its total leverage at low levels.
2. The appropriate mix of long-term and short-term borrowings help the Group to manage its liquidity as well as refinancing risk.

The Committee met twice in the year.

The Terms of Reference for the Risk Management Committee are as follows:

1. Review and recommend for the approval of the Board, the Company's Risk Management Policies including the risk profile and limits.
2. Determine the adequacy and effectiveness of the Company's risk detection and measurement systems and controls.
3. Oversee Management's process for the identification of significant risks across the Company and the adequacy of risk mitigation, prevention, detection and reporting mechanisms.
4. Review and recommend to the Board for approval, the contingency plan for specific risks.
5. To perform such other duties and responsibilities as the Board of Directors may assign from time to time.

The Governance and Remuneration Committee

The Governance and remuneration Committee is comprised of Five (5) Non-Executive Directors.

The Remuneration Committee at Champion Breweries reviews the performance of each business unit's management team on annual basis and deliberates on incentives and pay packages of employees. The committee ensures that the Company remunerates fairly and responsibly to promote the achievement of strategic objectives of the company. The Remuneration Committee also reviews the company's remuneration structure, analysing the following parameters:

1. Employment levels.
2. Remuneration package within and outside the industry.
3. Inflation rate.
4. Performance review of the individual.

Governance Committee evaluates the Company's corporate governance practices ensuring that the governance standards, practices and processes are adequately and effectively implemented and adhered to. This Committee has been formed consisting of key senior management personnel. This Committee is advisory in nature and takes up most of the critical and material matters that may have a long-term impact on the operation of the company and recommends their findings to the Board to enable them to make an informed decision. This committee helps the Board in taking key decisions for Champion Breweries. This has been a significant step taken by the management to move away from Promoter Driven Company.

The following are the terms of reference of the Committee:

1. To determine a fair reasonable and competitive compensation practices for staff of Champion Breweries
2. Determining the amount and structure of compensation and benefits for staff.
3. Ensuring the existence of an appropriate remuneration policy and philosophy for staff of Champion Breweries.
4. Review and recommendation for Board ratification, all terminal compensation arrangements staff.

The Statutory Audit Committee

This Committee is responsible for ensuring that the Company complies with all the relevant policies and procedures both from the regulators and as laid down by the Board of Directors. Its major functions include the approval of the annual audit plan of the internal auditors, review and approval of the audit scope and plan of the external auditors, review of the audit report on internal weaknesses observed by both the internal and external auditors during their respective examinations and to ascertain whether the accounting and reporting policies of the Company are in accordance with legal requirements and agreed ethical practices.

The Committee is responsible for the review of the integrity of the Company's financial reporting and oversees the independence and objectivity of the external auditors. The Committee has access to external auditors to seek explanations and additional information, while the internal and external auditors have unrestricted access to the Committee, which ensures that their independence is in no way impaired.

The following are the terms of reference of the Committee:

1. To meet with the independent auditors, chief financial officer, internal auditor and any other executives, as the Committee deems appropriate at such times as the Committee shall determine to discuss and review the company's quarterly and audited financial statements
2. The performance and results of the external and internal audits, including the independent auditor's management letter, and management's responses thereto.
The effectiveness of the Champion Breweries ' system of internal controls, including computerized information systems and security; any recommendations by the independent auditor and internal auditor regarding internal control issues and any actions taken in

response thereto; and the internal control certification and attestation required to be made in connection with Champion Breweries' quarterly and annual financial reports.

12. RELATED PARTY TRANSACTIONS

The transactions with related parties are made at terms equivalent to those that prevail in arm's length transactions. Additional information on Related Party transactions can be found in the audited financial statements.

13. MERGERS AND TAKEOVERS

As at the date of this Shelf Prospectus, the Directors are aware of the following during the preceding financial year or current financial year:

Acquisition of Bullet Brands

On 20 August 2025, Champion Breweries Plc announced it entered into an agreement to acquire the Bullet brand from Sun Mark International Limited. Bullet is a leading ready-to-drink (RTD) alcoholic and energy beverage brand with presence in over 14 African countries. The transaction, subject to regulatory approvals, involves the transfer of all brand assets and intellectual property to a new Netherlands-based entity in which Champion Breweries will hold a majority stake, with Vinar N.V. retaining a minority interest. This strategic acquisition is expected to enhance Champion Breweries' foreign exchange earnings and strengthen its financial position. The acquisition also marks a significant milestone in Champion Breweries' growth strategy, expanding its portfolio into high-demand beverage categories and reinforcing its position as a resilient and forward-looking player in the African consumer market.

14. CONSENTS

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

Directors of the Issuer:	Mr. Imo-Abasi Jacob - <i>Chairman</i> Dr. Inalegwu Adoga – <i>Managing Director/CEO</i> Mr. David Butler – <i>Non-Executive – Director</i> Mr. Ehimare Idiahi – <i>Non-Executive Director</i> Mr. Samson Aigbedo - <i>Non-Executive Director</i> Alhaji Shuaibu A. Ottan - <i>Independent Non-Executive Director</i> Mr. Thompson S. B. Owoka - <i>Non-Executive Director</i> Mr. Olufunminiyi Alabi - <i>Non-Executive Director</i> Dr. Oladele Ajayi - <i>Independent Non-Executive Director</i> Dr. Jayne Thompson Shoboiki - <i>Independent Non-Executive Director</i> Mrs. Mary Atunyota Akpobome - <i>Non-Executive Director (Minority Shareholder Representative)</i> Mr. Rasheed Adebisi - <i>Executive Director (Finance)</i>
Company Secretary of the Issuer	Mr. Tosan Atle Aiboni
Lead Issuing House:	Rand Merchant Bank Nigeria Limited
Joint issuing Houses:	Cardinal Stone Partners Limited FBNQuest Merchant Bank Limited FCMB Capital Markets Limited Greenwich Merchant Bank Limited
Solicitors to the Transaction:	Banwo & Ighodalo
Solicitors to the Issuer:	Templars Law

Trustees:	BOI-Investment Trust Company Limited, Greenwich Trustees Limited and UTL Trust Management services Limited
Reporting Accountant:	SIAO Partners
Auditor:	Deloitte and Touche
Receiving Banks:	Rand Merchant Bank Nigeria Limited FBNQuest Merchant Bank Limited Access Bank Plc
Registrar:	Africa Prudential Plc
Rating Agencies:	Global Credit Rating Company Limited
Stockbrokers	PAC Securities Limited and APT Securities and Funds Limited

15. DOCUMENTS AVAILABLE FOR INSPECTION

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

- a. Certificate of Incorporation of the Issuer, duly certified by the CAC;
- b. Memorandum and Articles of Association of the Issuer, duly certified by the CAC;
- c. Reporting Accountants' Report on the audited accounts of the Issuer for the years ended 31 December 2024, 2023, 2022, 2021 and 2020;
- d. The Programme Trust Deed dated 23 December 2025 between the Trustees and the Issuer;
- e. Letter from SEC dated 22 December 2025 approving the registration of the Shelf Prospectus;

The schedule of the Claims and Litigation of the Issuer referred to above and the Solicitors' opinion thereon; The Material Contracts Opinion issued by the Solicitors to the Transaction referred to on pages 109-110;

- f. Unaudited accounts of the Issuer for the 6 months ended June 2025;
- g. Shelf Prospectus issued with respect to the Programme;
- h. Any Series Trust Deeds;
- i. Any Pricing Supplement;
- j. Any Vending Agreements in relation to specific issuances under the Programme;
- k. Written Consents of the Directors and Professional Parties to the Programme;
- l. Issuer's ratings reports issued by Global Credit Rating Company Limited referred to on page 70 and
- m. The Board Resolution of the Issuer dated 24 July 2025 authorizing the Programme.

EXTRACT FROM THE FINANCIAL STATEMENTS

This section should be read and construed in conjunction with the audited financial statements of the Issuer published for the financial years prior to the issuance of this Prospectus. The Financial Statements of Champion Breweries Plc for the year ended 31 December 2020, 31 December 2021, 31 December 2022, 31 December 2023 and 31 December 2024 are hereby incorporated by reference and are available for inspection. Kindly refer to page 105 “Documents Available for Inspection” section of this Prospectus.

Statement of Profit or Loss and Other Comprehensive Income

Figures in thousands of Naira	2024	2023	2022	2021	2020
Revenue	20,890,735	12,704,274	12,288,893	9,559,079	7,051,806
Cost of Sales	(12,172,437)	(7,634,375)	(6,478,361)	(6,021,075)	(5,111,482)
Gross Profit	8,718,298	5,069,899	5,810,532	3,538,004	1,940,324
Other income	68,853	120,290	183,529	108,518	101,193
Selling and distribution expenses	(4,067,842)	(3,034,815)	(2,285,755)	(651,010)	(778,206)
Impairment loss on financial assets	12,393	(20,369)	(5,787)	(1,170,057)	(799,603)
Administrative expenses	(2,403,696)	(1,531,039)	(1,431,242)	2,019	(2,350)
Operating Profit	2,328,006	603,966	2,271,277	1,827,474	461,358
Finance Income	15,589	11,289	94,334	75,871	-
Finance Costs	(1,069,542)	(169,911)	(116,703)	(61,168)	(25,313)
Profit Before Taxation	1,274,053	445,344	2,248,908	1,842,177	436,045
Taxation	(457,058)	(74,781)	(841,245)	(768,784)	(277,252)
Profit for the year	816,995	370,563	1,407,663	1,073,393	158,793

Statement of Financial Position

Figures in thousands of Naira	2024	2023	2022	2021	2020
Assets					
Non-current Asset					
Property, Plant and Equipment	13,82,723	15,117,284	10,298,837	8,894,854	8,798,638
Right-of-use assets	194,645	233,243	482,335	511,873	762,541
	14,021,368	15,350,527	10,781,172	9,406,727	9,561,179
Current Assets					
Inventories	2,855,624	2,226,251	1,401,426	1,023,969	725,449
Trade and other receivables	155,360	384,066	73,196	59,135	52,063
Prepayments	2,088	92,885	61,957	60,245	4,595
Other asset	-	54,735	947,029	50,994	-
Cash and cash equivalents	4,310,757	2,444,615	2,188,805	2,872,024	1,025,231
	7,323,829	5,202,552	4,672,413	4,066,367	1,807,338
Total Assets	21,345,197	20,553,079	15,453,585	13,473,094	11,368,517
Equity and Liabilities					
Equity					
Share capital	4,473,998	3,914,748	3,914,748	3,914,748	3,914,748
Share premium	-	519,100	519,100	519,100	519,100
Other reserve	3,701,612	3,701,612	3,701,612	3,701,612	3,701,612
Retained earnings	3,880,476	3,059,839	2,779,000	1,396,924	-92,466
	12,056,086	11,195,299	10,914,460	9,532,384	8,042,994
Liabilities					
Non-Current Liabilities					
Lease liabilities	17,597	127,062	445,076	468,607	486,249
Retirement benefit obligation	-	629,808	448,260	362,815	587,617
Long service award	39,052	47,637	30,787	-	-
Deferred tax liabilities	14,696	584,867	688,041	12,888	-
	71,255	1,389,374	1,612,164	844,310	1,073,866
Current Liabilities					
Trade and other payables	6,278,823	5,553,164	1,951,516	2,563,571	1,897,562
Short term employee benefit	428,736	-	-	-	-
Borrowings	-	1,346,065	-	-	-
Lease liabilities	191,360	118,084	79,023	71,182	71,182
Retirement benefit obligation	380,995	-	-	-	-
Contract liabilities	439,484	308,355	227,676	13,503	-
Current tax payable	1,048,799	133,865	178,699	80,378	21,658
Provisions	499,659	508,873	490,047	367,766	261,255
	9,217,856	7,968,406	2,926,961	3,096,400	2,251,657
Total Liabilities	9,289,111	9,357,780	4,539,125	3,940,710	3,325,523
Total Equity and Liabilities	21,345,197	20,553,079	15,453,585	13,473,094	11,368,517

Statement of Cashflow

Figures in thousands of Naira	2024	2023	2022	2021	2020
Cash flows from operating activities					
Profit before taxation	1,274,053	445,344	2,248,908	1,842,177	186,555
Adjustments for non-cash items:					
Depreciation of property, plant and equipment	2,058,922	1,923,328	1,479,126	1,161,336	1,047,423
Depreciation of right of use asset	180,457	105,792	46,211	44,599	-
Unrealized foreign exchange gain	(706)	-	-	-	-
Transfer of work-in-progress to expenses	-	-	5,451	-	-
Gain on disposal of property, plant and equipment	728	-	(37,439)	-	-
Write-off of property, plant and equipment	-	-	-	19,557	81,242
Impairment on trade receivables	(12,393)	20,369	5,787	(2,019)	-
Movement in retirement benefit obligation	171,014	41,981	101,612	98,444	77,715
(Gain)/Loss on terminated leases	-	(51,615)	113	-	-
Remeasurement of long service award	-	-	-	(6,463)	-
Long service award movement	8,883	23,115	(4,457)	5,175	2,689
Provision release on inventories	6,545	30,357	103,736	-	-
Impairment on property, plant and equipment	55,346	-	-	-	-
Tax Credit	(13,018)	-	-	-	-
Adjust for items which are presented separately					
Interest income	(15,589)	(11,289)	(94,334)	-	-
Finance costs	1,069,542	169,911	116,703	61,168	25,313
Interest on Lease Liability	-	-	-	-	-
Minimum tax	-	-	-	-	17,882
Deferred tax	-	-	-	-	208,386
Nigeria Police Trust Fund levy	-	-	-	-	20
Tertiary education tax	-	-	-	-	23,202
Changes in working capital:					
(Inc) in inventories	(635,918)	(855,182)	(481,193)	(298,309)	(22,640)
Dec/(Inc) in trade & other receivables	250,785	(331,239)	(19,849)	-	-
Dec/(Inc) Prepayments	90,797	(30,928)	(1,712)	(55,650)	(1,075)
Dec/(Inc) Contract assets	-	892,294	(896,035)	(47,936)	-
Dec/(Inc) Trade and other payables	725,660	3,601,647	(612,054)	1,052,275	(179,032)
Increase in contract liabilities	131,129	80,679	214,174	(152,065)	-
(Dec)/Inc Provision	(68,900)	18,826	122,280	106,512	(244,489)
Decrease in other assets	54,735	-	-	-	-
Cash generated from operation	5,332,072	6,073,390	2,297,028	3,820,691	2,092,034
Defined benefit paid	(3,583)	(60,486)	(71,235)	(43,416)	(91,900)
Tax paid	(120,847)	(178,699)	(55,453)	(15,713)	(21,001)
Long service awards paid	(23,834)	(11,448)	(4,500)	(2,166)	(3,069)
Net cash from operating activities	5,183,808	5,822,757	2,165,840	3,759,396	1,976,064
Cash flows from investing activities					
Purchase of property, plant, and equipment	(833,087)	(6,593,111)	(2,888,560)	(1,833,581)	(1,620,959)
Proceeds from sale of property, plant, and equipment	8,652	-	37,439	-	-
Interest received	15,589	11,289	94,334	-	-
Net cash used in investing activities	(808,846)	(6,581,822)	(2,756,787)	(1,833,581)	(1,620,959)
Cash flows from financing activities					
Repayment of Lease liabilities	(178,137)	(85,399)	(33,741)	(79,022)	(31,826)
Payment of interest on lease liabilities	(39,666)	(38,143)	(58,531)	-	-
Loans obtained	-	1,528,688	-	-	-
Repayment of borrowings- principal	(1,902,707)	(390,271)	-	-	-
Interest paid on borrowings	(389,016)	-	-	-	-
Net cash generated from/used in financing activities	(2,509,526)	1,014,875	(92,272)	(79,022)	(31,826)
Total cash movement for the year	1,865,436	255,810	(683,219)	1,846,793	323,279
Cash and cash equivalents at the beginning of the year	2,444,615	2,188,805	2,872,024	1,025,231	701,952
Effect of foreign exchange rate changes on the cash equivalents	706	-	-	-	-
Cash and cash equivalents at the end of the year	4,310,757	2,444,615	2,188,805	2,872,024	1,025,231



August 6, 2025

The Managing Director
Champion Breweries Plc
Industrial Layout, Aka Offot, Uyo
Akwa Ibom, Nigeria

Attention: Chief Tosan Atle Aiboni

Dear *Sir*,

RE: ESTABLISHMENT OF THE ₦45,000,000,000 (FORTY-FIVE BILLION NAIRA) BOND ISSUANCE PROGRAMME BY CHAMPION BREWERIES PLC (THE "TRANSACTION")

In connection with the above subject, and our review of Champion Breweries Plc's (the "**Company**") litigation portfolio, we were provided with a litigation schedule detailing the cases involving the Company as of July 21, 2025 (the "**Schedule**"). The Schedule outlines: (i) the case titles; (ii) the nature and description of the causes of action; and (iii) the pecuniary claims or damages involved in each case.

Based on the Schedule, we note that the Company is involved in four (4) cases in the ordinary course of its business. The Company is appellant in all four (4) cases.¹

Following our review of the summaries provided in the Schedule and the documents provided by the Company, we note that the Company has been found liable to pay the sum of EUR 1,540,450.80 (One Million, Five Hundred and Forty Thousand, Four Hundred and Fifty Euros, Eighty Cents)². Please note that this amount does not include interest and costs, which can only be determined upon the final resolution of the case. Ultimately, the Company's actual liability, including any final awards for costs, will be as determined by the court upon the conclusion of the Company's appeal against the judgment.

Based on our assessment of the information contained in the Schedule and the documents provided by the Company, our experience in litigation matters, and our understanding of the disposition of Nigerian courts in the award of damages and other claims, we reasonably believe that the contingent liability that may arise from the cases involving the Company, where same are diligently defended, would not have a material adverse effect on the Company or the proposed Transaction.

Our opinion is based solely on the Schedule and the documents provided for our review. We have not conducted an independent review of the records maintained at the courts hearing the cases, nor have we engaged in discussions with the external counsel representing the Company in these cases.

¹ In all four (4) cases, judgments were entered against the Company, and the Company has filed appeals against those judgments.
² Please note that this represents the award sum issued against the Company in an arbitration initiated by BRAUEREI BECK GMBH & CO KG. This award underpins the appeals listed as cases Nos. 1 and 2 in the Schedule. However, it is not immediately clear whether this sum has been paid by the Company or accounted for in its financial provisions. Also, we have excluded the judgment entered against the Company in the case listed as No. 4 in the Schedule as the Company's liability in that matter has been covered by its insurers under its product liability insurance policy. Regarding the case listed as No. 5 in the Schedule, we note that the disputed sum has already been paid to the Respondent by the Company's bank, and the claim primarily seeks a court order to reverse the payment.

Attorney list at www.banwo-ighodalo.com

48, Awolowo Road, South-West Ikoyi, Lagos, Nigeria
14, Negro Crescent, Maitama, Abuja, FCT
3, Wokekoro Street, Old GRA, Port-Harcourt, Rivers, Nigeria
T +234 2013302934; +234 2092912127
E banwigo@banwo-ighodalo.com W www.banwo-ighodalo.com



Pursuant to the foregoing, please find below the text of our opinion on the litigation matters involving the Company to be included in the documents to be issued in respect of the contemplated Transaction:

“Champion Breweries Plc (the “Company”) is involved in four (4) cases as of July 21, 2025. The Company is Appellant in all four (4) cases.

Following our review of the summaries provided in the Schedule and the documents provided by the Company, we note that the Company has been found liable to pay the sum of EUR 1,540,450.80 (One million, five hundred forty thousand, four hundred fifty euros and eighty cents)³. Please note that this amount does not include interest and costs, which can only be determined upon the final resolution of the case. Ultimately, the Company’s actual liability, including any final awards for costs, will be as determined by the court upon the conclusion of the Company’s appeal against the judgment.

The Solicitors to the Transaction are of the opinion that the contingent liability that may arise from the cases involving the Company, where same are diligently defended, would not have a material adverse effect on the proposed Transaction.

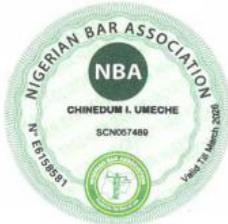
Save for the foregoing, the Solicitors to the Transaction are not aware of any claim or litigation pending or threatened against the Company which may (i) materially or adversely affect the Company’s ability to fulfill its obligations under the Transaction; and/or; (ii) affect the validity of the proposed Transaction or restrict the proceedings or actions of the Company with respect to the Transaction”.

We advise accordingly.

Yours faithfully,
FOR: BANWO & IGHODALO

A handwritten signature in black ink, appearing to read "Chinedum Umeche", is written over a horizontal line.

**CHINEDUM UMECHE, FCIArb
PARTNER**



³ Please note that this represents the award sum issued against the Company in an arbitration initiated by BRAUEREI BECK GMBH & CO KG. This award underpins the appeals listed as cases Nos. 1 and 2 in the Schedule. However, it is not immediately clear whether this sum has been paid by the Company or accounted for in its financial provisions. Also, we have excluded the judgment entered against the Company in the case listed as No. 4 in the Schedule as the Company’s liability in that matter has been covered by its insurers under its product liability insurance policy. Regarding the case listed as No. 5 in the Schedule, we note that the disputed sum has already been paid to the Respondent by the Company’s bank, and the claim primarily seeks a court order to reverse the payment.



August 6, 2025

Champion Breweries PLC

Industrial Layout
Aka Offot, Uyo
Akwa Ibom State

Attention: Chief Tosan Atle Aiboni

Dear Sir,

CHAMPION BREWERIES PLC - ESTABLISHMENT OF A ₦45,000,000,000 (FORTY-FIVE BILLION NAIRA) BOND ISSUANCE PROGRAMME BY CHAMPION BREWERIES PLC – MATERIAL CONTRACTS OPINION

We write in respect of the establishment of a ₦45,000,000,000 (Forty-Five Billion Naira) bond issuance programme by Champion Breweries Plc is acting as (the “**Issuer**” or “**Company**”) (the “**Transaction**” or “**Programme**”)

Pursuant to the provisions of the Rules and Regulations of the Securities and Exchange Commission, 2013 (as amended) (the “**Rules**”), parties to a disclosure document must provide details of material contracts executed by the parties. The Rules describe the term “**material contracts**” to include (i) contracts other than contracts entered into in the ordinary course of business, to which the relevant party or any member of its group is a party, for the five years immediately preceding publication of the prospectus; and (ii) any other contract (not being a contract entered into in the ordinary course of business) entered into by any member of the group which contains any provision under which any member of the group has any obligation or entitlement which is material to the group as at the date of the registration of the prospectus.

From our review of the executed agreements provided to us by the Issuer, we consider the agreements provided as within the ordinary course of business. We also confirm that there are no provisions therein which are or will adversely impact the Programme.

In addition to the agreements referred to above, it is envisaged that the Issuer will execute the following agreements in relation to the establishment of the Programme:

- (i) Programme Trust Deed amongst the Issuer, UTL Trust Management Services Limited, BOI Investment and Trust Company Limited and Greenwich Trustees Limited (the “**Trustees**”).

Attorney list at www.banwo-ighodalo.com

48, Awolowo Road, South-West Ikoyi, Lagos, Nigeria
14, Negro Crescent, Maitama, Abuja, Federal Capital Territory, Nigeria
3, Wokekoro Street, Old GRA, Port-Harcourt, Rivers, Nigeria
T +234 8139841360; 8139841361; 8139841362; 8139841363
E banwoigho@banwo-ighodalo.com W www.banwo-ighodalo.com



Pursuant to the foregoing, we suggest the inclusion of the following text in the relevant section of the Shelf Prospectus be issued in relation to the Transaction:

"As at July 21, 2025, save for the Programme Trust Deed which the Issuer will enter into in respect of the establishment of the Programme and agreements relating to the Issuer's indebtedness as stated in the Prospectus, the Issuer has not entered into any agreements outside the ordinary course of business or which are material to or which will adversely impact the establishment of the Programme"

In issuing this Opinion:

- (i) we do not affirm the completeness and/or accuracy of the documents provided to us by the Issuer, which were relied upon in preparing this Opinion;
- (ii) we have relied solely on information made available to us by the Issuer as at July 21, 2025;
- (iii) we assume that the information provided to us by the Issuer will remain accurate as at the date of the Shelf Prospectus in respect of the Programme and any change in the information will be confirmed to us in writing by the Issuer prior to the date of the Shelf Prospectus;
- (iv) we therefore abjure any liability that may be attributable to the incompleteness or inaccuracy of the documents provided to us or the Issuer's omission to provide any material information or documentation relating to its contracts; and
- (v) the Issuer will remain liable for the accuracy of the disclosure in the Prospectus.

We advise accordingly and are able to provide any clarification you may require with regards to the foregoing.

Yours faithfully,
FOR: BANWO & IGHODALO



AZEEZAH MUSE-SADIQ
PARTNER

Selling Restrictions

The offering and sale of the Bonds is subject to all applicable laws and regulations of Nigeria. This Shelf Prospectus and the Bonds have been registered with and approved in writing by the SEC pursuant to the ISA and SEC Rules.

Each Issuing House has agreed that, subject to the provisions of the ISA and SEC Rules, it shall not communicate or cause to be communicated, any invitation or inducement to engage in the offer or sale of the Bonds to the public, without complying with all the applicable provisions of the ISA and SEC Rules with respect to the marketing and issue of the Bonds in Nigeria.

None of the Issuer, the Trustees or the Issuing Houses represents that the Bonds may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, (other than Nigeria), or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

Official Listing on a Stock Exchange

Bonds may be listed on a recognized securities exchange such as FMDQ, NGX and/or relevant securities exchanges. Each Series or Tranche may be admitted to the Daily Official List and/or to Daily Quotation List by the NGX/FMDQ separately, as and when issued, subject to the approval of SEC and NGX/FMDQ as may be applicable. As set out herein, this Shelf Prospectus and any supplement thereto will only be valid for the admission of the Bonds to the daily official list (and to trading on The NGX/FMDQ and/or any relevant securities exchange) in an aggregate nominal amount which when added to the aggregate nominal amount then outstanding of all Bonds previously or simultaneously issued under the Programme, does not exceed ₦45,000,000,000/00 (Forty-Five Billion Naira) or its equivalent.

Clearing System and Settlement

Each Series or Tranche issued under the Programme shall be registered with a separate securities identification code with the CSD. All transactions in such Bonds 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 Bonds 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 authorises participants including 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.

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.

Transfer of Bonds

Transfer of beneficial interest in the Bonds 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.

Criteria for Determining the Price of the Bonds

The price of a bond is reflective of the prevailing yield environment, with current bond interest rates serving as basis for extrapolating the yield and the price of a newly issued bond. The sovereign benchmark, in this instance, the interest rate(s) on the Federal Government bonds, also serve as the reference rate for the determination of the interest rate on newly issued bonds; 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 a bond include but are not limited to the tenor, credit rating and market liquidity.

Set out below is the form of Pricing Supplement which will be prepared by the Issuer for Series issued under the Programme



CHAMPION BREWERIES PLC RC 133888

**OFFER FOR SUBSCRIPTION
(BY WAY OF A BOOK BUILD)**

OF

**UP TO [] YEAR []% FIXED RATE SENIOR UNSECURED BONDS DUE 2030
BEING OFFERED TO QUALIFIED INSTITUTIONAL INVESTORS AND HIGH NET WORTH INVESTORS
UNDER THE ₦45,000,000,000 BOND ISSUANCE PROGRAMME**

Book Opens: [] 2025

Book Closes: [] 2025

This Pricing Supplement is prepared for purpose of Rule 279(3) of the Rules and Regulation of the Securities and Exchange Commission (the “**Commission**” or “**SEC**”) in connection with the issuance of ₦[] Bonds under the ₦45,000,000,000 Bond Issuance Programme established by Champion Breweries Plc (“**CB**” or the “**Issuer**”). This Pricing Supplement is supplemental to, and should be read in conjunction with, the Shelf Prospectus dated [] and any other supplements to the Shelf Prospectus to be issued by the Issuer and with all documents which are incorporated therein by reference. Terms defined in the Shelf Prospectus have the same meaning when used in this Pricing Supplement.

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. A copy of this Pricing Supplement has been delivered to the Commission for registration. A copy of the Pricing Supplement will also be made available for download on the respective websites of the Commission (www.sec.gov.ng) and the Issuer (<https://www.championbreweries.com/>), throughout its validity period. Copies of this Pricing Supplement and the executed Shelf Prospectus can be obtained at no cost to the offices or the Issuer or the Issuer and Issuing House(s).

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

This Pricing Supplement contains particulars in compliance with the requirements of the Commission for the purpose of giving information with regard to the Securities being issued hereunder (the “**Bonds**”). An application will be made to FMDQ Securities Exchange Limited and/or the Nigerian Exchange Limited for admission of the Bonds to their respective platform(s). The Bonds now being issued will upon admission to the platform(s) qualify as security in which the Trustees may invest under the Trustee Investments Act (Chapter T22) Laws of the Federation of Nigeria, 2004.

The Directors of the Issuer accept full responsibility for the information contained in this Pricing Supplement and declare that having taken reasonable care to ensure that such is the case, the information contained in this Pricing Supplement is, to the best of their knowledge (having made all reasonable enquiry), 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 has arisen or has been noted, as the case may be, since the publication of the Shelf Prospectus. Furthermore, the information contained herein are true and accurate in all material respects and the Issuer confirms that, having made all reasonable enquiries, to the best of its knowledge and belief, there are no material facts, the omission of which would make any statement contained herein misleading or untrue.

Investors may confirm the clearance of the prospectus and registration of the securities with the Securities and Exchange Commission by contacting the Commission on sec@sec.gov.ng or +234(0)94621100; +234(0) 94621168.

Lead Issuing House/Bookrunner	Joint Issuing Houses/Bookrunners	
 RMB RAND MERCHANT BANK NIGERIA LIMITED RC:1031371	 FBNQUEST MERCHANT BANK LIMITED RC:264978	
Joint Issuing Houses/Bookrunners		
 CARDINALSTONE PARTNERS LIMITED RC:739441	 FCMB CAPITAL MARKETS LIMITED RC:446561	 GREENWICH MERCHANT BANK LIMITED RC:189502

This Pricing Supplement is dated [-]

Final terms of the Series [●] Bonds

- | | | |
|-----|-------------------------------------|---|
| 1. | Issuer: | Champion Breweries Plc |
| 2. | Description of the Bond: | [●] |
| 3. | Series Number: | [●] |
| 4. | Specified Currency: | Nigerian Naira |
| 5. | Aggregate Nominal: | ₦[●] |
| 6. | Issue Price: | [●] |
| 7. | Gross proceeds: | ₦[●] |
| 8. | Net proceeds: | ₦[●] |
| 9. | Denominations: | [●] |
| 10. | Minimum Acceptable Subscription: | [●] |
| 11. | Issue Date: | [●] |
| 12. | Coupon Commencement Date: | [Coupon shall accrue from the Allotment Date] |
| 13. | Tenor: | [●] |
| 14. | Maturity Date: | [●] |
| 15. | Principal Moratorium: | [●] |
| 16. | Coupon Basis: | [●] |
| 17. | Coupon: | [●]% p.a |
| 18. | Source of Repayment: | [●] |
| 19. | Redemption/Payment Basis: | [●] |
| 20. | Status: | [●] |
| 21. | Listing(s): | [●] |
| 22. | Use of proceeds | |
| | [Insert details of use of proceeds] | |
| 23. | Offer Period: | [●] – [●] |

Provisions relating to coupon (if any) payable

- | | | |
|-----|--|---|
| 24. | Fixed Rate Bond Provisions: | |
| | i. Coupon Payment Date(s)/Payment Dates: | [●] |
| | ii. Coupon Amount(s): | [●] |
| | iii. Day Count Fraction: | [●] |
| | iv. Business Day Convention: | Modified Following Business Day Convention: Where a Coupon Payment Date falls on a non-Business Day, such payment shall be postponed to the next day which is a Business Day provided that if such a Business Day falls into the next calendar month, such Coupon Payment Date shall be brought forward to the immediately preceding Business Day |
| | v. Business Day: | Any day (other than a Saturday, Sunday or a Federal Government of Nigeria declared public holiday) on which commercial banks are open for general business in Lagos, Nigeria |

- vi. Other terms relating to method of calculating Coupon for Fixed Rate Bonds: [•]

General provisions applicable to the Bonds

25. Form of Bonds: Dematerialised
- i) Form of Dematerialised Bonds: [Registered / Certificate / Dematerialised]
- ii) Registrar: [•]
26. Trustees: [•]
27. Record Date: [•]
28. Other terms or special conditions: [•]

Distribution, clearing and settlement provisions

29. Issuing Houses: [•]
30. Method of Distribution: [•]
31. Underwriting: [•]
32. Clearing System: Central Securities Clearing System PLC or FMDQ Depository Limited
33. 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.

34. Terms of Settlement [•]

Provisions regarding redemption / Maturity

35. Redemption at the Option of the Issuer (Call Option): [Applicable / Not Applicable]

If applicable:

- (i) Optional Redemption Date(s) (Call) [[•] / Not Applicable]
- (ii) Optional Redemption Amount(s) (Call) and method, if any, of calculation of such amount(s) [[•] / Not Applicable]
- (iii) Minimum period of notice (if different from Condition 7.2 of the Final Terms (*Early Redemption at the option of the Issuer (Call Option)*)) [[•] / Not Applicable]
- (iv) If redeemable in part: [[•] / Not Applicable]
- (A) Minimum Redemption Amount(s) [•]
- (B) Higher Redemption Amount(s) [•]

(v) Other terms applicable on [[●] / Not Applicable]
Redemption

General

36. Total Bonds in Issue (excluding current issue): [●]
37. Taxation: See "Taxation" on page [●] of the Shelf Prospectus dated [●]
38. Risk Factors: See Risk Factors on page [●] – [●] of the Shelf Prospectus dated [●]
39. Governing Law: The Bonds will be governed by and construed in accordance with the laws of the Federal Republic of Nigeria
40. Board approval for issuance of Bonds obtained [●]
41. Selling restrictions: Strictly to Qualified Institutional Investors and High Net worth Individuals as stipulated by Rule 321 of SEC Rules
42. Details of Indebtedness: As at [●], total indebtedness of the Issuer stood at ₦[●] billion
43. Claims and Litigation: [●]
44. Other disclosures: Save as disclosed in the Shelf Prospectus, there has been no change to the material contracts of the Issuer.
- There have been no merger / take-over offers by third parties in respect of the Issuer's securities; or merger / take-over offers by the Issuer in respect of another company's securities.
- Extracts of the resolution can be inspected at the offices of the Issuer and Issuing houses]

Material adverse change statement

Except as disclosed in this document and in the Shelf Prospectus dated 23 December 2025, there has been no significant change in the financial or trading position of the Issuer since 31 December 2024 and no material adverse change in the financial position or prospects of the Issuer since 31 December 2024.