

DATED THE DAY OF 2020

BUA CEMENT PLC

(As Issuer)

AND

STANBIC IBTC TRUSTEES LIMITED

AND

CUSTODIAN TRUSTEES LIMITED

AND

ARM TRUSTEES LIMITED

(Together Bond Trustees)

**PROGRAMME TRUST DEED IN RESPECT OF THE ₦200,000,000,000.00 (TWO HUNDRED BILLION
NAIRA) BOND ISSUANCE PROGRAMME**

OLANIWUN AJAYI LP

THE ADUNOLA,

Plot L2, 401 Close,

Banana Island,

Ikoyi, Lagos.

WWW.OLANIWUNAJAYI.NET

**THE TRUSTEES SHALL BE LIABLE FOR THE BREACH OF THEIR DUTIES WHERE THEY FAIL TO CARRY OUT
THEIR RESPONSIBILITIES UNDER THIS PROGRAMME TRUST DEED OR TO REPORT A BREACH OF THE TERMS
OF THIS PROGRAMME TRUST DEED TO THE SECURITIES AND EXCHANGE COMMISSION**

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THIS PROGRAMME TRUST DEED is made this day of 2020

BETWEEN:

- (1) **BUA CEMENT PLC**, a public limited company duly incorporated under the laws of the Federal Republic of Nigeria, with RC Number 1193879 whose registered office is at, 32, Churchgate Street, Victoria Island, Lagos (hereinafter referred to as the (**'Issuer'**) which expression shall, where the context so admits, include its successors-in-title and assigns) of the first part;

AND

- (2) **STANBIC IBTC TRUSTEES LIMITED** a private limited liability company duly incorporated under the laws of the Federal Republic of Nigeria, with RC Number 846900, whose registered office is at The Wealth House, Plot 1678, Olakunle Bakare Close, Off Sanusi Fafunwa Street, Victoria Island, Lagos (**'Bond Trustee'**) which expression shall, where the context so admits, include its successors-in-title and assigns) of the second part;
- (3) **CUSTODIAN TRUSTEES LIMITED** a private limited liability company duly incorporated under the laws of the Federal Republic of Nigeria, with RC Number 243000, whose registered office is at 16A, Commercial Avenue, Sabo, Yaba, Lagos (**'Bond Trustee'**) which expression shall, where the context so admits, include its successors-in-title and assigns) of the third part;
- (4) **ARM TRUSTEES LIMITED** a private limited liability company duly incorporated under the laws of the Federal Republic of Nigeria, with RC Number [], whose registered office is at 1, Mekunwen Road, Off Oyinkan Abayomi Drive, Ikoyi, Lagos (**'Bond Trustee'**) which expression shall, where the context so admits, include its successors-in-title and assigns) of the fourth part;

Together "**Bond Trustees**"

The Parties herein are individually referred to as "**Party**" and collectively as "**Parties**".

WHEREAS:

- (A) By virtue of the provisions of Articles 3(e) and 77 of the Issuer's Memorandum and Articles of Association, the Issuer is authorised to raise capital by way of debt securities.
- (B) By a Resolution of the shareholders of the Issuer dated October 22, 2020 and a Resolution of the Directors (defined below) dated 27 August 2020, the Directors authorised the creation and establishment of a Bond Issuance Programme (the "**Programme**") pursuant to which the Bonds (as defined below) shall be issued up to the Programme Limit in such series, and in such proportions, on such dates and time and on such terms and conditions including without limitation, coupon rates and maturities as may be determined by the Directors, subject to the approval of the relevant regulatory authorities.
- (C) The Bonds shall constitute an obligation of the Issuer to the Bondholders (as defined below) under each Series (as defined below).

- (D) Each Bond Trustee is duly incorporated under the provisions of the Companies and Allied Matters Act 2020 and is duly registered as a Corporate Trustee with the Securities and Exchange Commission.
- (E) The Issuer has appointed the Bond Trustees and the Bond Trustees have agreed to act as Trustees under the Programme for the benefit of the Bondholders on the following terms and conditions.
- (F) In connection with the Programme, the Issuer and the Bond Trustees wish to enter into this Deed (as defined below) with effect from the date hereof to establish the Programme and record the terms of the Bonds that will be issued under the Programme.

NOW THIS PROGRAMME TRUST DEED WITNESSES as follows:

1. **Definitions**

1.1 In this Deed (including the recitals and schedules), unless there is anything in the subject or context inconsistent therewith, the following expressions shall have the following meanings:

Account Bank means any duly licensed Nigerian Bank as may be agreed between the Issuer and the Bond Trustees where the Payment Account is opened and maintained, and through which payments due to the Bondholders shall be paid as and when due;

Applicable Law means any law (including common law), statute, constitution, judgment, treaty, regulation, rule, bye-law, order, decree, code of practice, circular, directive, other legislative measure, guidance note, requirement, request guideline or injunction (whether or not having force of law and, to the extent not having force of law, generally complied with by persons to whom it is addressed or applied) of or made by any Authority, which is binding and enforceable on or against the Issuer, or the Bond Trustees, or the subject matter of, or any party to any of the Offer Documents;

Auditors means the Auditors for the time being of the Issuer or, in the event of the Auditor's inability or unwillingness to promptly carry out any action requested of them pursuant to the provisions of this Deed or a Series Trust Deed, means such other firm of Accountants in Nigeria as may be nominated or approved in writing by the Bond Trustees and appointed by the Issuer for the purposes of this Programme Trust Deed;

Authorised Investments means, on any date, investments in:

- (a) treasury bills issued by the Federal Republic of Nigeria;
- (b) demand or time deposits, certificates of deposit, short-term debt obligations (including commercial paper); and
- (c) such other investments that the Bond Trustees may instruct the Account Bank to make out of the Payment Account,

PROVIDED ALWAYS THAT all such investments as are made under (b) and (c) above shall: (i) have a maturity date of 90 days or less, and mature on or before the following Payment Date; (ii) constitute the short-term unsecured, unguaranteed and unsubordinated debt obligations of the issuing entity and, in the case of (b), the entity with which the demand or time deposits are made being an authorised

institution under the BOFIA; and (iii) have a minimum rating of A1 (or its equivalent) assigned by a Rating Agency registered with or recognised by the SEC;

Authority means any national, state, regional or local government or governmental, administrative, fiscal, judicial, or government-owned body, department, commission, authority, tribunal, agency or entity having jurisdiction over the Issuer;

Bonds means the debt instruments issued by the Issuer from time to time pursuant to the Programme, payable in accordance with this Programme Trust Deed and any Series constituted in relation to the applicable Series Trust Deed which are subject to the Conditions set out in Schedule 1 (*Terms and Conditions of the Bonds*); and in relation to any Series, outstanding Bonds shall be all the Bonds of such Series other than:

- (a) those which have been redeemed in accordance with this Programme Trust Deed or the relevant Series Trust Deed;
- (b) those in respect of which the date for redemption in accordance with the provisions of the Conditions has occurred and for which the redemption moneys (including all interest accrued thereon to the date for such redemption) have been duly paid to the Bond Trustees, in the manner provided for in the applicable Final Terms;
- (c) those which have been purchased and surrendered for cancellation as provided in [Condition 4 (*Purchase, Redemption and Cancellation of Bonds*)] and notice of the cancellation has been given to the Bond Trustees;

Bondholders means, in relation to any Bond of a Series or Tranche, a person or persons (including the legal, personal representative or successor of such persons) in whose name a Bond is registered in the records of the CSD and/or Registrar as the holder of a particular unit of Bonds from time to time, and the expressions Bondholder and Holder shall be construed accordingly;

BOFIA means the Banks and Other Financial Institutions Act, Cap B3, Volume 2, Laws of the Federation of Nigeria, 2004;

BUA Group has the meaning ascribed to it in the Shelf Prospectus;

Business Day means a day (other than a Saturday, Sunday or public holiday declared by the Federal Republic of Nigeria) on which Commercial Banks are generally open for business in Nigeria;

CAMA means the Companies and Allied Matters Act, 2020, as may be amended from time to time;

Central Securities Depository or CSD means the CSCS and/or the FMDQ Depository Limited, or any other SEC-approved securities depository appointed by the Issuer;

Closing Date means in relation to any Series, the date on which the offer for such Series closes as may be determined by the Issuer;

Commission or SEC means the Securities and Exchange Commission established pursuant to the ISA;

Control means in relation to any entity:

- a) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:
- i. cast, or control the casting of, more than fifty (50) per cent of the maximum number of votes that might be cast at a general meeting of that entity; or
 - ii. appoint or remove all, or the majority, of the directors or other equivalent officers of that entity or influence that appointment or removal of all, or the majority of the directors or other equivalent officers of that entity; or
 - iii. influence or give directions with respect to the operating and financial policies of that entity with which the directors or other equivalent officers of that entity are obliged to comply;
- b) the legal or beneficial holding of more than fifty (50) per cent of the issued share capital of that entity (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital),

and **"controls"**, **"controlling"** and **"controlled"** shall be construed accordingly;

Coupon means the periodic interest payable on any Bonds in the amount and on the dates specified in the relevant Series Trust Deed;

Coupon Commencement Date means the date on which the Bonds are issued and begin to accrue interest for any particular Series or such other date as may be specified in the applicable Pricing Supplement issued in connection with the Bonds, from which interest on the Bonds begins to accrue;

Coupon Payment Date means in respect of any Series, the dates set out in the Final Terms as the dates on which Coupon becomes payable;

Coupon Period means the period from (and including) a Coupon Payment Date (or as the case may be the Coupon Commencement Date) to (but excluding) the next Coupon Payment Date;

Coupon Rate means the applicable rate of the Coupon specified in the relevant Series Trust Deed;

CSCS means the Central Security Clearing System Plc., which expression shall include its successors, or any additional or alternative clearing system approved by the Issuer;

Debt Service Reserve Account means an Account established by the Issuer with the Account Bank in the name of and under the exclusive control of the Bond Trustees, in relation to a Series, for the purpose of warehousing such amounts as may be specified in the applicable Final Terms, as security for the repayment obligations of the Issuer;

Directors means the Board of Directors for the time being of the Issuer and Director means any one of them;

Encumbrance means any mortgage, charge, security, interest, lien, pledge, assignment by way of security, equity, claim, right of pre-emption, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including retention of title claim), conflicting claim of ownership or any other encumbrance of

any nature whatsoever (whether or not perfected other than liens arising by operation of law);

Event of Default means any of the events specified in Clause 17;

Extraordinary Resolution has the meaning given to it in (paragraph 18.1) of the Second Schedule to this Deed;

Final Terms means the relevant Series Trust Deed, Pricing Supplement specifying the final terms applicable to a Series of Bonds;

Financial Indebtedness means any obligation for the payment or repayment of money, whether as principal or as surety and whether present or future, actual or contingent, incurred in respect of:

- (a) monies borrowed or raised;
- (b) any bond, note, loan stock, debenture or similar instrument;
- (c) acceptance or documentary credit facilities;
- (d) rental payments, underleases and hire purchase agreements and instalments under conditional sale agreements (in all cases whether in respect of land, machinery, equipment or otherwise) entered into primarily as a method of raising finance or of financing the acquisition or use of the asset concerned;
- (e) the acquisition cost of any asset to the extent payable after its acquisition or possession by the party liable where the deferred payment is arranged primarily as a method of raising finance or financing the acquisition of an asset;
- (f) any other transaction (including any forward sale or purchase agreement) which has the commercial effect of a borrowing);
- (g) any counter-indemnity obligation in respect of any guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;
- (h) any derivative transaction entered into in connection with protection against or benefit from any fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account); and
- (i) (without double counting) the amount of any liability in respect of and any guarantee, indemnity or similar assurance against any financial loss of any person in respect of any item referred to in paragraphs (a) to (i) above;

FMDQ means the FMDQ Securities Exchange Limited, a securities exchange licenced by the Securities and Exchange Commission to provide a platform for listing, quotation, registration and trading of debt securities amongst others;

Force Majeure means any event or circumstance (or combination of events or circumstances) not limited to acts of God, which is beyond the reasonable control of the Party affected and which it could not have reasonably foreseen and guarded against by exercise of reasonable care and skill which materially adversely affects the ability of the affected Party to perform its obligations under this Deed including but not limited to floods, lightning, tempest, fires, epidemic/pandemic, accident, acts of war, hostilities, rebellion, revolution, insurrection, riot, civil commotion or

disorder, strikes, restrictions, change of laws, regulations, by-laws, refusals to grant or renew any licenses, consent or permission;

IFRS means International Financial Reporting Standards;

ISA means the Investments and Securities Act, No. 29 of 2007 as may be amended supplemented or replaced from time to time;

Issue Date means in relation to each Series, the date specified in the relevant Final Terms on which the Bonds are issued;

Issue Price means ₦1,000 being the par value of the Bonds;

LFN means Laws of the Federation of Nigeria;

Majority Bondholders means in respect of each Series, Bondholders holding at least 75% of the aggregate face value of the Bonds outstanding for the time being under that Series;

Market Competitive means, at the material time, an interest rate that is no less than the return on an investment of similar tenor in: (i) Federal Government of Nigeria Treasury Bills; or (ii) commercial fixed deposit interest rates, whichever is higher;

Material Adverse Change means any event or circumstances which gives rise to a Material Adverse Effect;

Material Adverse Effect means any event or circumstance, which in the reasonable opinion of the Bond Trustees (when taken alone or together with any previous event or circumstance), has or could reasonably be expected to have a material adverse effect, for as long as the Bonds are outstanding, on:

- (a) the assets, business or financial condition of the Issuer; or
- (b) the ability of the Issuer to perform its obligations under the Offer Documents; or
- (c) the validity or enforceability of any of the Offer Documents or the rights or remedies of the Bondholders thereunder.

Maturity Date means the maturity date of any Bond as specified in the relevant Final Terms;

Month means a calendar month and **Months** shall be construed accordingly;

Nigerian Naira or **₦** or **NGN** means the lawful currency of the Federal Republic of Nigeria;

NSE means The Nigerian Stock Exchange;

Offer Documents means this Deed, the Series Trust Deed in relation to any Series, the Shelf Prospectus (including any Supplemental Shelf Prospectus), Pricing Supplement, and any other document containing relevant information to help Investors make an investment decision in relation to any particular Bonds and designated as an Offer Document by the Issuer and the Bond Trustees;

Payment Account means an Account established by the Issuer with the Account Bank in the name of and under the exclusive control of the Bond Trustees, in relation to a Series, for the purpose of receiving all payments from the Issuer and from which payments due on the Bonds shall be paid as and when due to the Bondholders; which account shall be funded in such manner as may be specified in or determined in the applicable Series Trust Deed;

Payment Date means in respect of each Series, the dates specified as such in the applicable Final Terms upon which Coupon and/or principal are due and payable in respect of the Bonds of that Series;

Potential Event of Default means any condition, event or act which would, with the giving of notice, lapse of time and/or the issue, making or giving of any notice, certification, declaration, demand, determination and/or request and/or the taking of any similar action and/or the fulfilment of any similar condition provided for in Condition 15, would constitute an Event of Default;

Principal Amount means the aggregate nominal amount and all other amounts in the nature of principal payable to Bondholders pursuant to (Condition 4 (*Purchase, Redemption and Cancellation of Bonds*)) or any amendment or supplement to it;

Principal Amount Outstanding means, on any day in relation to a Bond, the principal amount of that Bond, less the aggregate of all principal payments that have been made in respect of that Bond on or prior to that day;

Pricing Supplement means any memorandum, which is issued in relation to a Series of Bonds, specifying the relevant issue details in relation to that Series of Bonds, setting out such additional and or other terms and conditions in such form as described in the section of the Shelf Prospectus headed "Form of Pricing Supplement" and published by the Issuer for circulation to the Bondholders;

Programme has the meaning given to it in the Recitals;

Programme Limit means NGN200,000,000,000.00 (Two Hundred Billion Naira) being the maximum aggregate nominal amount of all the Bonds that may be issued under the Programme pursuant to this Deed and any Series;

Rating Agency means [Agusto & Co. Limited and DataPro Limited] or any other Rating Agency, registered or recognised by the SEC in Nigeria appointed by the Issuer;

Recognised Securities Exchange means the NSE or FMDQ or any other securities exchange so licensed by the SEC on which the Bonds will be listed;

Redemption Amount means the amount to be paid by the Issuer in redemption of the Bonds on the Payment Date comprising both principal repayment due and any accrued coupon thereon as may be specified in, or determined in accordance with the provisions of the applicable Final Terms;

Redemption Date means the date on which the outstanding principal and accrued coupon, if any, due and payable on the Bond, must be redeemed in full;

Register means the Register maintained by the Registrar and/or CSD containing the names and addresses of each Bondholder and the particulars of transfers and redemption of the Bonds held by each Bondholder for each Series;

Registrar means [Africa Prudential Registrars Plc.] or any other Registrar, appointed by the Issuer;

SEC Rules and Regulations means the rules and regulations of SEC made pursuant to the ISA and any amendments thereto;

Series means an issue of Bonds which may be issued at once or in a series of Tranches which together with any further Tranche or Tranches of Bonds are: (i) expressed to be consolidated and form a single Series, and (ii) identical in all

respects (including as to noting) except for their respective issue dates, Coupon Commencement Dates, and/or issue prices and the expressions “**Bonds of the relevant Series, holders of Bonds of the relevant Series**” and related expressions shall be construed accordingly;

Series Trust Deed means with respect to each Series under the Programme, a Deed entered into by the Issuer and the Bond Trustees pursuant to this Programme Trust Deed, which shall constitute the relevant Bonds of and apply separately and independently to the Bonds of each Series;

Shelf Prospectus means the base Shelf Prospectus covering the Programme and registered with the SEC pursuant to the SEC Rules and Regulations and any Supplementary Shelf Prospectus issued pursuant thereto;

Stamp Duties means the applicable stamp duties levied pursuant to the Stamp Duties Act, Cap. S8, LFN, 2004 (as amended);

Subsidiary shall have the meaning ascribed to it in Section 381 of the CAMA;

Terms and Conditions of the Bonds or Conditions means, the terms and conditions endorsed on or incorporated by reference into the Bonds constituting such Series, such terms and conditions being in or substantially in the form set out in Schedule 1 (*Terms and Conditions of the Bonds*) or in such other form, having regard to the terms of the Bonds as may be modified and supplemented from time to time in accordance with the provisions of the Shelf Prospectus, relevant Pricing Supplement applicable to the Bonds of the relevant Series or the Series Trust Deed;

Tranche means all Bonds which are identical in all respects as to the terms and conditions of their issue, including as to noting;

Trust Corporation means a corporation entitled by rules made under the Trustees’ Investment Act, or entitled pursuant to any other comparable legislation applicable to the Bond Trustees in any other jurisdiction to carry out the functions of a Trustee;

Trust Deed or **Deed** means this Programme Trust Deed between the Issuer and the Bond Trustees, as may be amended or supplemented from time to time in accordance with the provisions hereof, and includes any document supplemental hereto or executed in pursuance thereof;

Trustees’ Investment Act means The Trustees’ Investment Act, Cap. T22, Laws of the Federation of Nigeria, 2004 as may be amended from time to time;

VAT means Value Added Tax pursuant to the Value Added Tax Act, Cap V1, LFN 2004 (as amended by the Value Added Tax (Amendment) Act 2007 and the Finance Act 2019) and as may be amended from time to time and any other tax of a similar nature; and

1.2 **Interpretation**

All references in the provisions of this Trust Deed to principal and/or principal amount in respect of the Bonds or to any moneys payable by the Issuer under this Deed shall, unless the context otherwise requires, be construed in accordance with (Condition 8 (*Method of Payment of Principal and Coupon*)).

1.2.1 Words importing the singular number only shall include the plural and *vice-versa* and words importing the feminine gender only shall include the masculine gender and *vice versa* and words importing persons shall include

corporations, associations, partnerships and governments (whether state or local), and *vice versa* and the words "written" or "in writing" shall include printing, engraving, lithography or other means of visible reproduction.

- 1.2.2 All references in these provisions to any statute or any provision of any statute shall be deemed also to refer to any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under any such modification or re-enactment.
- 1.2.3 All references in these provisions to guarantees or to an obligation being guaranteed shall be deemed to include respectively references to indemnities or to an indemnity being given in respect thereof.
- 1.2.4 In this Trust Deed, references to Schedules, Clauses, sub-clauses, paragraphs and sub-paragraphs shall be construed as references to the Schedules to this Trust Deed and to the Clauses, sub-clauses, paragraphs and subparagraphs of this Trust Deed respectively.
- 1.2.5 In these provisions, tables of contents and Clause headings are included for ease of reference and shall not affect the construction of this Deed.
- 1.2.6 All references in this Deed to "**repay**", "**redeem**" and "**pay**" shall each include both of the others and cognate expressions shall be construed accordingly;
- 1.2.7 All references in this Programme Trust Deed to "**listed**" or "**having a listing**" shall be construed to mean that such Bonds have been listed on the Recognised Securities Exchange;
- 1.2.8 References in this Deed to "**outstanding**" shall mean, all the Bonds in issue other than:
 - (a) those Bonds which have been redeemed or purchased pursuant to this Deed;
 - (b) those Bonds which have been purchased and cancelled in accordance with (Condition 4 (*Purchase, Redemption and Cancellation of Bonds*));
 - (c) those Bonds which have become void or in respect of which claims have become prescribed, in each case under (Condition 19 (*Prescription*));

PROVIDED THAT for *each* of the following purposes, namely:

- i. the right to attend and vote at any meeting of the holders of the Bonds and any direction or request by the holders of the Bonds;
- ii. the determination of how many and which Bonds are for the time being outstanding for the purposes of (Condition 15 (*Events of Default*), and 16 (*Enforcement*));
- iii. any discretion, power or authority (whether contained in this Deed or vested by operation of law) which the Bond Trustees are required, expressly or impliedly, to exercise in or by reference to the interests of the holders of the Bonds;

- iv. the determination by the Bond Trustees whether any event, circumstance, matter or thing is, in its opinion, materially prejudicial to the interests of the holders of the Bonds, those Bonds (if any), which are for the time being held by or on behalf of the Issuer, or any Subsidiary of the Issuer, in each case as beneficial owner, shall (unless and until ceasing to be so held) be deemed not to remain outstanding;

1.2.9 All references in this Deed involving compliance by the Bond Trustees with a test of reasonableness shall be deemed to include a reference to a requirement that such reasonableness shall be determined by reference solely to the interests of the Bondholders as a class.

1.2.10 References in this Deed to "**continuing**" shall mean an event of default that has not been remedied or waived within the applicable cure period as set forth in this Deed or any supplemental document (as applicable) or where no cure period is stated, within five (5) Business Days after the Bond Trustees have issued the Issuer a notice of such an Event of Default. Where the continuing Event of Default is remedied or waived after the cure period but before enforcement by the Bond Trustees or Bond holders, such Event of Default shall be treated as if it were cured during the cure period.

1.2.11 **Business Day Adjustment**

Where the day on or by which a payment is due to be made or an event is due to occur falls on a day other than a Business Day, the payment shall be made and the event shall occur on or by the next succeeding Business Day, unless that next succeeding Business Day falls in a different Month, in which case the payment shall be made or the event shall occur on the Business Day immediately preceding the due date.

2. **Appointment of Bond Trustees**

2.1 The Issuer hereby creates and establishes a Trust for the benefit of the Bondholders.

2.2 The Issuer hereby appoints the Bond Trustees to act on behalf of the Bondholders, to hold the benefit of the payment obligations and other covenants herein on behalf of the Bondholders (according to their respective interests) and themselves in accordance with the terms of this Deed.

3. **Declaration of Trust**

3.1 *The Bond Trustees*

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

3.2 *Duration of Trusts*

- 3.2.1 For the avoidance of doubt, the Parties to this Deed agree that the common law rules against perpetuities will apply to this Deed and the Deed shall not enure beyond twenty-one (21) years from the date of its creation.
- 3.2.2 Subject to clause 3.2.1, the Trusts created by this Deed remain in full force and effect until:
 - 3.2.2.1 the Bondholders have been paid all outstanding obligations; or
 - 3.2.2.2 the date on which the Issuer receives an unconditional release in writing by the Bond Trustees (for the Issuer) from all of its respective obligations under this Deed or other documents pursuant to this Deed, if any.

4. **Programme Trust Deed Binding on all Parties**

The provisions of this Deed shall be binding on the Issuer, the Bond Trustees, the Bondholders and all persons claiming through the Bondholders respectively as if such Bondholders, and persons are Parties to this Deed.

5. **Covenant to Repay**

- 5.1 The aggregate Principal Amount of the Bonds to be issued by the Issuer pursuant to this Deed is limited to ₦ 200,000,000,000.00 (Two Hundred Billion Naira).
- 5.2 The Issuer covenants with the Bond Trustees that it will, in accordance with these provisions, on the Payment Date, or on such earlier date as the Bonds may become due and repayable thereunder, pay or procure to be paid unconditionally in immediately available freely transferable funds in Nigerian Naira, to or to the order of the Bond Trustees, the Principal Amount repayable, and applicable Coupon (which shall accrue from day to day) on the Principal Amount at the Coupon Rate; PROVIDED THAT:
 - 5.2.1 every payment to any Bondholder in respect of the Principal Amount or Coupon of the Bonds held by him shall operate in satisfaction *pro tanto* of the covenant of the Issuer in this clause contained except to the extent that there is default in the subsequent payment thereof in accordance with this Deed;
 - 5.2.2 in any case where payment is not made to the Payment Account as and when due, interest shall continue to accrue on the amount due, (both before and after any judgment or other order of a court of competent jurisdiction) at the rate prescribed in the Terms and Conditions of the Bonds, from the date of such default to and including the date which the Bond Trustees determine to be the date on and after which payment is to be made to the Bondholders in respect thereof as stated in a notice given to the Bondholders in accordance with (Clause 39 (*Notices*));
- 5.3 Every payment of principal on the Bonds shall be made free of all costs, commissions, charges, fees, or other payments or deductions, other than any tax on income, which the Issuer may by any Applicable Law be required to deduct.
- 5.4 The Issuer shall ensure that all payments due to the Bondholders shall be paid to the Payment Account as provided hereunder.

6. Purpose

- 6.1 The net proceeds of the Bonds (after deduction of the costs and expenses incurred in connection with the issuance of such Series of Bonds) shall be utilised in accordance with the purpose specified in the relevant Final Terms.
- 6.2 Without prejudice to the generality of the foregoing and the subsequent provisions of this Deed, the Bond Trustees shall be entitled to but shall not be bound to enquire as to the application of the proceeds of the Bonds.

7. Issuance of the Bonds

7.1 *Mode of Issuance and Offering*

The Bonds constituted under this Trust Deed may be issued in Series by way of an Offer for Subscription or Private Placement through a Book Building process, Auction or any other method, in an aggregate nominal amount from time to time, not exceeding the Programme Limit and for the purpose of determining such aggregate nominal amount and the mode of issuance, the provisions of the applicable Pricing Supplement shall apply.

7.2 *Status of the Bonds*

The Bonds constitute:

7.2.1 direct, general, and irrevocable obligations of the Issuer and shall qualify as securities in which Pension Fund Administrators may invest under the Pension Reform Act, 2014 and will also qualify as securities in which the Bond Trustees may invest under the Trustees' Investment Act.

7.2.2 The payment obligations of the Issuer under the Bonds and in respect of principal and any interest on the Bonds shall at all times rank at least equally with all secured or unsecured obligations of the Issuer (as maybe applicable under any Series), present and future except for obligations mandatorily preferred by law applying to companies generally.

7.2.3 Each issue of Bonds shall form a separate Series. The provisions of this Deed shall apply *mutatis mutandis*, separately and independently to the Bonds of each Series. Each Series shall be constituted by a separate Trust created by a Series Trust Deed under which the Bond Trustees shall hold the benefit of the covenant in Clause 5 (*Covenant to Repay*) in this Deed in trust for the Bondholders of the particular Series. The provisions contained in any other Series Trust Deed shall apply only in relation to the Series to which it relates. If there is any conflict between the provisions of a Series Trust Deed relating to a Series and the provisions of this Trust Deed, the provisions of the Series Trust Deed shall prevail over the provisions of this Trust Deed in respect of the relevant Series.

7.3 *Terms of Issue*

The terms and conditions of the Bonds, subject to compliance with all Applicable Laws, will be set out in the Terms and Conditions of the Bonds annexed hereto and as may be amended in the Final Terms.

7.4 *Minimum subscription of Bonds*

The minimum subscription of the Bonds shall be specified in the relevant Series Trust Deed.

7.5 *Coupon Rate*

The Coupon payable in respect of the Bonds shall be specified in the relevant Series Trust Deed.

7.6 *Currency of payments*

All payments in respect of, under and in connection with this Deed, shall be denominated in Nigerian Naira and subject to compliance with all applicable legal or regulatory requirements.

8. Form of the Bonds

8.1 *Bonds to be in Registered Form*

8.1.1 The Bonds shall be delivered in dematerialised or book entry form and held by the CSD. Dealings in the Bonds shall be in accordance with CSD procedures and the rules of the FMDQ and /or NSE, as applicable.

8.1.2 Notwithstanding Clause 8.1.1 above, a Bondholder may elect to receive a certificate, covering the aggregate Principal Amount of his beneficial interest in the Bonds. PROVIDED THAT joint Bondholders shall be entitled to only one (1) certificate in respect of the Bonds jointly held by them which certificate shall be delivered to that one of the joint Bondholders whose name appears first in the Register and the delivery of a certificate to one of such persons shall be deemed to be sufficient delivery to all.

8.1.3 Any Series of the Bonds may be senior bonds, secured, unsecured, subordinated bonds, or guaranteed under terms to be provided in the applicable Final Terms.

8.2 *Title to Bonds*

8.2.1 Title to the Bonds shall pass upon the registration of transfers by the Registrar and/or CSD in respect thereof in accordance with the provisions of this Clause 8.2.

8.2.2 The records of the Register maintained by the Registrar and/or the CSD as to the aggregate number of Bonds standing to the credit of any Bondholder shall be conclusive and binding for all purposes except in the case of manifest error.

8.2.3 The Bondholders shown in the records of the Registrar and/or CSD are entitled to the benefit of, are bound by, and are deemed to have notice of all the provisions of this Deed and any relevant Series Trust Deed.

8.3 *Transfer of Bonds*

Transfers of Bonds will be effected through the records of the CSD, CSD procedures and the rules of the FMDQ and /or NSE, as applicable.

8.4 *Ranking*

The ranking of the Bonds as and when issued shall be as specified in the relevant Final Terms.

8.5 *Persons to be treated as Bondholders*

Except as ordered by a court of competent jurisdiction or as required by law, the Issuer, the Bond Trustees and the Registrar (notwithstanding any notice to the contrary and whether or not it is overdue and notwithstanding any notation of ownership or writing thereon or notice of any previous loss or theft thereof) may:

8.5.1 for the purpose of making payment thereon or on account thereof and for the purpose of voting, giving consents and making requests pursuant to these provisions; deem and treat the registered holder of any Bond as the absolute legal and beneficial owner thereof and of all rights thereunder free from all Encumbrances, and shall not be required to obtain proof of such ownership or as to the identity of the registered Bondholder; and

8.5.2 for all other purposes; deem and treat the registered holder of any Bond as the absolute owner thereof free from all Encumbrances and shall not be required to obtain proof of such ownership (other than, in the case of any person for the time being so shown in such records, a certificate or letter of confirmation signed on behalf of the Bond Trustees or any other form of record made by it) or as to the identity of the registered holder of any Bond.

8.6 *Rights of Bondholders*

The Bondholders shall not have or acquire any right against the Bond Trustees in respect of the Bonds except as expressly conferred upon them by this Deed or by law, regulation or court order and no person shall be recognised as a Bondholder except in respect of Bonds registered in his name.

8.7 *Certificates of the Registrar*

The Issuer and the Bond 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, a certificate or letter of confirmation issued on behalf of the Registrar or any form of record made by the Registrar or such other form of evidence and/or information and/or certification as it shall, in its 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 holder of a particular nominal amount of Bonds and, if it does so rely, such letter of confirmation, form of record, evidence, information or certification shall be conclusive and binding on all concerned.

9. **Establishment of Accounts**

9.1 *Establishment of Payment Account*

Subject to the applicable Final Terms, the Issuer shall not later than the Closing Date, open with the Account Bank the Payment Account in respect of any relevant Series of Bonds in the name and under the sole control of the Bond Trustees.

9.2 *Funding of Payment Account*

- 9.2.1 The Payment Account shall be funded by the Issuer in such frequency as may be specified in the applicable Final Terms for the purpose of accumulating monies to pay any Coupon due and where applicable repay principal on the applicable Payment Date. The money standing to the credit of the Payment Account on any Payment Date shall not be less than the aggregate Principal Amount Outstanding and Coupon due on the relevant Series on the relevant Payment Date.
- 9.2.2 The Issuer shall pay all monies due under the Bonds into the Payment Account no later than three (3) Business Days before the Payment Date or as may be specified in the applicable Final Terms.
- 9.2.3 The Issuer shall no later than 10.00a.m. on the Business Day immediately succeeding the date on which the payments referred to in Clause 9.2.2 is made, send a payment confirmation by authenticated SWIFT acknowledgment or other acceptable form or notification to the Bond Trustees confirming that the relevant payment has been made into the Payment Account.
- 9.2.4 The Bond Trustees shall utilise the funds in the Payment Account for the purposes of effecting payments on the Bonds to the Bondholders as and when due in accordance with the relevant Final Terms.
- 9.2.5 The Bond Trustees shall at the expense of the Issuer immediately notify the Issuer:
- 9.2.5.1 if it has not by close of business on the relevant date received the full amount required for payment to the relevant Bondholders, that it has not received the full amount required for payment to the Bondholders; or
- 9.2.5.2 if it has received the full amount of any sum payable in respect of the Bonds, that it has received the full amount required for payment to the Bondholders and the Issuer is accordingly discharged of its payment obligations then due.
- 9.2.6 Upon receipt of the notice specified in clause 9.2.5.1, the Issuer shall, not later than five (5) Business Days before a Payment Date, remit sufficient funds into the Payment Account to meet such shortfall in the Principal Amount or Coupon due on the Bonds as calculated by the Bond Trustees.

9.3 *Establishment of Debt Service Reserve Account*

- 9.3.1 Unless otherwise provided in the applicable Final Terms, the Issuer may, in respect of any Series or Tranche of Bonds, open a Debt Service Reserve Account prior to the relevant Issue Date, in the name and under the control of the Bond Trustees.
- 9.3.2 The Issuer shall at such times and in such amounts specified in the applicable Final Terms, deposit funds in the Debt Service Reserve Account, as security for the fulfilment of its repayment obligations to the Bondholders, to protect the Bondholders against unexpected volatility, or interruption, in the cash

flow available to service the payment obligations of the Issuer under this Programme Trust Deed and the relevant Series Trust Deed.

10. Distribution of Monies

- 10.1 Payment of the Coupon and Principal Amount for the time being owing or due on all or any part of the Bonds will be credited electronically to the nominated Bank Account of the Bondholder, for this purpose (or in the case of joint registered Bondholders, of the joint Bondholders).
- 10.2 Provided that where a Bondholder has not nominated any Bank Account, the Bond Trustees will notify the Bondholder and pending the time the Bondholder provides the account details, the Bond Trustees will withhold payment of such amount. The Bond Trustees shall hold such moneys in trust for such Bondholder and interest on such amount shall cease to accrue. The Bond Trustees shall not be responsible for the safe custody of such moneys (unless such moneys are deposited in a Bank that is not an Account Bank or a Bank agreed by the Parties) or for interest thereon except such interest (if any) as the said money may earn whilst on deposit or invested as aforesaid less any expenses incurred by the Bond Trustees.
- 10.3 For the avoidance of doubt, no interest pursuant to Clause 10.2 shall accrue from the period commencing on the date of notification of the Bondholder to the date on which the Bondholder provides the account details.
- 10.4 Without prejudice to the provisions of the Final Terms, the receipt by each Bondholder or in the case of joint Bondholders by any one of such joint Bondholders of any Principal Amount or Coupon payable in respect of Bond(s) held by such Bondholder or joint Bondholders shall constitute a discharge of the payment obligations of the Issuer to pay such Principal Amount or Coupon.

11. Fees, Duties and Taxes

- 11.1. The Issuer shall, where applicable, duly and punctually pay and discharge all Taxes (a) for which it reasonably believes it is liable pursuant to any self-assessment procedure; and (b) assessed upon it or its assets under Applicable Law within the time period allowed without incurring penalties, except solely in the case of (b) above, to the extent:
- 11.1.1. that such payment is being contested in good faith;
- 11.1.2. adequate reserves are being maintained for those taxes and any interest or penalties; and
- 11.1.3. that such payment can be lawfully withheld.
- 11.2. All payments to be made in respect of repayment due under the Bonds shall be subject to any applicable Tax deductions required under Applicable law to be deducted or withheld by the Issuer.

12. Covenant of Compliance

The Issuer covenants with the Bond Trustees that it will comply with and perform and observe all the provisions of this Deed and the Terms and Conditions which are expressed to be binding on it. The Terms and Conditions of the Bonds shall be binding on the Issuer

and the Bondholders. The Bond Trustees shall be entitled to enforce the obligations of the Issuer under the Bonds and the Final Terms as if the same were set out and contained in this Deed, which shall be read and construed as one document with the Bonds. The Bond Trustees shall hold the benefit of this covenant upon trust for themselves and the Bondholders according to their respective interests.

13. Cancellation of Bonds and Records

The Issuer shall procure that all Bonds issued by it which are: (i) redeemed or (ii) purchased by it or on its behalf, shall be cancelled, in accordance with the rules of the CSD, by or on behalf of the Issuer, and the Issuer shall not keep such Bond valid for the purpose of re-issue or resell. For so long as the Bond is listed on the Recognised Securities Exchange, the Bond Trustees shall promptly inform the CSD of the cancellation of any Bonds under this Clause 13 (*Cancellation of Bonds and Records*).

14. Redemption of Bonds

The mode and terms of redemption of the Bonds will be in accordance with Condition 4 (*Purchase, Redemption and Cancellation of Bonds*).

15. Representations and Warranties

15.1. Representations and Warranties of the Issuer

The Issuer hereby represents and warrants on the date of this Deed that:

15.1.1. it is a public limited liability company duly incorporated under Nigerian law and has full power and authority, and all licences, authorisations, consents and approvals necessary, to:

15.1.1.1. execute and deliver the Offer Documents; and

15.1.1.2. perform its obligations under the Offer Documents.

15.1.2. its execution and delivery of the Offer Documents and its performance thereunder:

15.1.2.1. have been duly authorised by all necessary corporate action (including any necessary board resolution or similar action);

15.1.2.2. do not contravene any Applicable Law material in the context of the transactions contemplated in the Offer Documents; and

15.1.2.3. do not contravene or constitute a default under any contractual obligation, judgment, injunction, order or decree binding upon it or its assets.

15.1.3. the entry into and performance by the Issuer of, and the transactions contemplated by, the relevant Offer Documents do not and will not conflict with:

15.1.3.1. its constitutional documents; or

15.1.3.2. any document which is binding upon it;

15.1.4. each of the Offer Documents has been duly executed and delivered by it and (with respect to any Bonds, upon its authentication and delivery by the Bond Trustees) constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms;

- 15.1.5. it is in substantial compliance with all Applicable Laws;
- 15.1.6. it has obtained the corporate approvals required for the issuance of the Bonds;
- 15.1.7. the obligations of the Issuer to the Bondholders under the Offer Documents are direct, general and unconditional obligations of the Issuer and rank, and will rank pari passu with all other present and future unsecured and unsubordinated Financial Indebtedness, if any, of the Issuer;
- 15.1.8. 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 (other than debts disputed in good faith) or, by reason of actual or anticipated financial difficulties, commenced negotiations with or sought moratorium from one or more of its creditors with a view to rescheduling any of its Financial Indebtedness on account of inability to pay;
- 15.1.9. all the information in the Offer Documents (as supplemented from time to time) that has been made available to the Bondholders by the Issuer or any director, officer, employee, or representative of the Issuer in connection with the transaction contemplated herein is and will at all times be complete and correct in all material respects and does 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;
- 15.1.10. while any Bonds are outstanding, it agrees to timeously supplement any of the information referred to in Clause 16 (Covenants of the Issuer) below from time to time so that the representations and warranties contained in this Clause 15.1 (Representations and Warranties of the Issuer) remain correct at all times and acknowledges that each of the Bondholders is acting in reliance upon the accuracy of information supplied by the Issuer without any independent verification.
- 15.1.11. Other than as disclosed in the Shelf Prospectus, no litigation, arbitration, administrative proceedings or other proceedings are current or, to the knowledge of the Directors of the Issuer (having made all due enquiries), pending or threatened in writing, against the Issuer or against any of its Directors or its assets which, if adversely determined, would reasonably be expected to have a Material Adverse Effect.

15.2. Representations and Warranties of the Bond Trustees

Each Bond Trustee represents and warrants to the Issuer that:

- 15.2.1. it is a company duly registered under the laws of the Federal Republic of Nigeria;
- 15.2.2. it is duly registered and licensed by the Commission to act as a Bond Trustee in connection with capital market transactions and provide corporate trust services in Nigeria;
- 15.2.3. it has the full power, consent and authority to enter into this Deed, exercise its rights and perform its obligations under this Deed and such authorisations and consent are in full force and effect;

- 15.2.4. it has the resources, capacity and expertise to act on behalf of the Bondholders with regard to the issue of Bonds under the Programme and it shall comply with the provisions of the ISA, SEC Rules and Regulations, the Trustees Investment Act, this Deed and the relevant Series Trust Deeds in the performance of its obligations;
- 15.2.5. the obligations expressed to be assumed by it under this Deed are legal and valid obligations binding on it in accordance with their terms;
- 15.2.6. it shall provide any information, which are within its knowledge that the Issuer may require in connection with its obligations to act on behalf of the Bondholders;
- 15.2.7. it shall not allow any conflicts to occur between its obligations in connection with the Bonds and its commercial interests;
- 15.2.8. the operations of the Bond Trustee in respect of the Programme are, have been and will be, conducted at all times in compliance with applicable financial record keeping and reporting requirements and money laundering statutes in Nigeria, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency applicable to the Bond Trustee (collectively, "Money Laundering Laws") and except as otherwise disclosed, there are no pending actions, suits or proceedings by or before any court or governmental agency, authority or body or any arbitrator involving the Bond Trustee with respect to Money Laundering Laws, which could have a material adverse effect on the Bond Trustee's ability to perform its obligations under this Agreement.
- 15.2.9. it does not have any subsisting and undisclosed fiduciary relationship with the Issuer; and
- 15.2.10. it shall comply with its obligations under this Deed and the terms and conditions specified in this Deed.

16. **Covenants of the Issuer**

The Issuer covenants to the Bond Trustees that it shall:

- 16.1. Comply with and perform all the obligations expressed to be undertaken by it under this Deed and the Bonds. The Bond Trustees shall be entitled to enforce the obligations of the Issuer under the Bonds as if the same were set out and contained in the Deed, which shall be read and construed as one document with the Terms and Conditions of the Bond;
- 16.2. to the extent that any Bonds are constituted under the relevant Series Trust Deed and issued, be indebted to the Bondholders up to the Principal Amount of the Bonds specified in such Series Trust Deed in respect of the relevant Series and undertakes to the Bond Trustees that the Bonds, to the extent constituted and issued, shall be redeemed together with any outstanding Coupon and other interest/monies on the Redemption Date in the relevant currency (or earlier on an amortised basis) provided for in the relevant Final Terms or such earlier date as the same or any part may become due and repayable;

- 16.3. pay to the Bond Trustees in immediately available funds, the full Principal Amount of the Bonds and or such part of the Bonds as ought to be redeemed on the Redemption Date as may be payable, and shall in the meantime and until such date (both before and after any judgment or other order of a court of competent jurisdiction) pay unconditionally to or to the order of the Bond Trustees, interest (which shall accrue from day to day) on the Principal Amount of the Bonds;
- 16.4. in the event it fails to make payment to the Bond Trustees on or before the due date or improperly withholds or refuses to make such payment, interest shall continue to accrue on the Principal Amount so withheld or refused (both before and after any judgment or order of a court of competent jurisdiction) at the Coupon Rate up to and including the date on which payment is eventually made to the Bondholders;
- 16.5. ensure every payment of principal and or interest on the Bonds will be made free of all costs, commissions, charges, fees, or other payments or deductions, other than any tax on income which the Issuer may by any Applicable Laws be required to deduct;
- 16.6. obtain and keep in full force and effect all authorisations required for the validity and enforceability of the Offer Documents against the Issuer;
- 16.7. comply in all respects with all Applicable Laws, permits, and licences to which it may be subject and which in each case is material to its business and its obligations under the Offer Documents for as long as any Bonds are outstanding under the Programme, and shall obtain and maintain such permits and licences except where such non-compliance will not result in a Material Adverse Effect on its business or its obligations under the Offer Documents;
- 16.8. furnish the Bond Trustees and Rating Agencies with [(●) copies] of its Audited Financial Statements, prepared in accordance with IFRS and other Applicable Law and confirmed by the Auditors as fairly representing the financial condition of the Issuer as at the close of that fiscal year, at the same time as such statements are being sent to the Issuer;
- 16.9. for as long as any Bonds are outstanding, subject to obtaining the prior written consent of the Bond Trustees (such consent not to be unreasonably withheld), be entitled to enter into any amalgamation, de-merger, merger, consolidation or corporate restructuring or enter into any transaction which effect would be similar to that of a merger, de-merger, consolidation or corporate reconstruction, provided that:
 - 16.9.1. no consolidation, corporate restructuring, merger or other change in the status of the Issuer shall be interpreted to avoid the Issuer's obligations imposed by this Deed and in the event of any change in status of the Issuer, the successor or successors-in-title of the Issuer shall be held and deemed responsible for the due performance of the obligations intended by this Deed. PROVIDED that if required by the Bond Trustees, the successor or successors-in-title of the Issuer shall expressly assume by a Supplemental Trust Deed to this Deed, in form and substance satisfactory to the Bond Trustees, all of the obligations of the Issuer under this Deed;

- 16.9.2. immediately before and after giving effect to such consolidation or merger, no Event of Default shall have occurred and be continuing;
- 16.9.3. the Issuer or its successor-in-title, as the case may be, shall have delivered to the Bond Trustees, a certificate signed by two (2) of its directors or by one (1) director and its Chief Financial Officer, stating that the consolidation or merger complies with the provisions of subparagraphs 16.9.1 and 16.9.2 above; and
- 16.9.4. the provisions of this clause 16.9 shall not apply to any internal corporate restructuring, amalgamation, de-merger, merger, consolidation or other transaction with a similar effect, carried out within the BUA Group and which does not result in a change in control of the Issuer or the ownership of its assets.
- 16.10. unless with the prior written consent of the Bond Trustees first had and obtained (which consent shall not be unreasonably withheld), not reduce its issued share capital or otherwise amend or change its share capital (except by way of an increase in its share capital by the issuance of ordinary shares) in a manner which, in the Bond Trustees' reasonable opinion would adversely affect its ability or obligation to pay the principal and or interest on Bonds and or any monies payable under this Deed except such amendment is required by an Applicable Law;
- 16.11. in any other case of alteration of capital, and or amendment of its Memorandum and Articles of Association, give the Bond Trustees prior written notice of the proposed amendment and/or, giving full particulars of the status of its share capital after the proposed amendment, of its Memorandum and Articles of Association accompanied with a formal representation by the Issuer confirming that such alteration or amendment shall not adversely affect its ability or obligation to pay principal and or interest on the Bonds issued under this Deed. In addition, the Issuer shall give answers to any reasonable queries of the Bond Trustees in respect of such alteration or amendments;
- 16.12. ensure that all information in supplementals to the Offer Documents, to be made available to the Bondholders by the Issuer or any director, officer, employee, or representative of the Issuer in connection with the transaction contemplated herein, 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 are made;
- 16.13. retain a reputable firm of Auditors as its Auditors at all times;
- 16.14. duly and punctually pay and discharge all taxes for which:
- 16.14.1. it reasonably believes it is liable, pursuant to any self-assessment procedure; and
- 16.14.2. assessed upon it or its assets under any Applicable Law within the time period allowed, without incurring penalties, except:
- 16.14.2.1. such payment is being contested in good faith;
- 16.14.2.2. adequate reserves are maintained for those taxes and any interest or penalties; and
- 16.14.2.3. such payment can be lawfully withheld.

- 16.15. bear and pay any Stamp Duties and charges (including interest and penalties, payable or imposed by any Authority or government agency in Nigeria), in connection with the execution, delivery and performance of this Deed, and shall indemnify each Bondholder against any claim, demand, action, liability, damages, cost, loss or expense (including, without limitation, any properly incurred legal fees and any applicable VAT) which it incurs as a result or arising out of or in relation to any failure to pay or delay in paying any of the same;
- 16.16. ensure that it maintains its legal status and complies with all Applicable Laws required to maintain such status;
- 16.17. ensure the information it makes available to the Bondholders directly or through any of its directors, officers, employees, or representatives in connection with the transactions contemplated by this Deed shall be complete and correct in all material respects; and not contain any untrue statement of a material fact or omit to state a material fact necessary in order to ensure the statements contained therein are not misleading in light of the circumstances under which such statements were or are made;
- 16.18. give notice in writing to the Bond Trustees immediately upon becoming aware of any Event of Default or Potential Event of Default and without waiting for the Bond Trustees to take any further action;
- 16.19. keep proper books of account and, at any time after an Event of Default has occurred or if the Bond Trustees reasonably believe that an Event of Default may have occurred or may be about to occur, allow the Bond Trustees and the Auditor free access to such books of accounts at all reasonable times during normal business hours, until such Event of Default ceases;
- 16.20. for as long as any Bonds are outstanding and, without the prior written consent of the Bond Trustees (such consent not to be unreasonably withheld), ensure that there is no change in Control of the Issuer;
- 16.21. not declare or pay any dividend in cash or otherwise or make a distribution (whether by way of redemption, acquisition or otherwise) in respect of its share capital if a Potential Event of Default or an Event of Default has occurred and is continuing;
- 16.22. use its best endeavours to maintain the listing of the Bonds on the Recognised Securities Exchange, 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 securities market as the Issuer may decide and 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 Deed supplemental to this Deed or the relevant Series Trust Deed to effect such consequential amendments as shall be necessary to comply with the requirements of any such stock exchange or securities market. Provided that the Issuer shall be able to delist the Bonds from any Exchange for any reason whatsoever with the prior approval of the Majority Bondholders;
- 16.23. provide the Bond Trustees with all documents and information the Bond Trustees may reasonably require in connection with the performance of its obligations under this Deed, within ten (10) Business Days of receipt of a written request from the

Bond Trustees or, in the event that the Issuer may require a longer period to obtain such documents or information from third parties, as soon as is reasonably practicable after such request and in any event by such longer period as may be agreed with the Bond Trustees;

- 16.24. ensure that all payments due to the Bondholders shall be paid to the Payment Account(s) as provided in the relevant Final Terms;
- 16.25. where the day on which a payment is due to be made is not a Business Day, ensure that payment shall be effected on or by the next succeeding Business Day unless that succeeding Business Day falls in a different Month in which case payment shall be made on or by the immediately preceding Business Day.

17. **Events of Default**

If any of the following events ("Events of Default") occurs and is continuing, the Bond Trustees at its discretion may, and if so requested in writing by the Majority Bondholders, or if so directed by an Extraordinary Resolution of the Bondholders shall, give written notice to the Issuer at its specified office that an Event of Default has occurred:

- 17.1. Non-Payment: default by the Issuer in the payment when due of any Redemption Amount in respect of the Bonds and the continuance of any such default for a period of ten (10) Business Days in the case of the Principal Amount or fourteen (14) Business Days in the case of Coupon after the relevant Coupon Payment Date. The Issuer shall not be in default, however, if during the said ten (10) or fourteen (14) Business Days period, the Issuer satisfies the Bond Trustees that such sums (Withheld Amounts) were not paid:
 - 17.1.1. in order to comply with any fiscal or other law or regulation or with the order of any court of competent jurisdiction, in each case applicable to such payment, the Issuer, the Bond Trustees or the relevant Bondholder; or
 - 17.1.2. on account of doubt as to the validity or applicability of any such law, regulation or order, in accordance with advice as to such validity or applicability given at any time during the said period of fourteen (14) or ten (10) Business Days by independent legal advisers acceptable to the Bond Trustees.

Proof that, as regards any specified Bonds, the Issuer has made default in paying any amount due in respect of such Bonds shall (unless the contrary is proved) be prima facie evidence that the same default has been made as regards all other Bonds, in respect of which the relevant amount is due and payable.

- 17.2. Breach of Other Obligations: the Issuer does not perform or comply with any one or more of its other obligations under the Trust Deed which default will affect the capacity of the Issuer to meet its payment obligations and which default has not been remedied for a period of thirty (30) days (or such longer period as the Bond Trustees may reasonably determine is not materially prejudicial to the interest of the Bondholders) after the date on which written notice of such default requiring the Issuer to remedy the same shall have been given to the Issuer by the Bond Trustees (except where such default is not, in the reasonable opinion of the Bond Trustees

after consultation with the Issuer, capable of being remedied, in which case no such notice as is mentioned above will be required).

- 17.3. Enforcement Proceedings: a distress, attachment, execution or other legal process is levied on, or enforced against the whole or a material part of the property, assets or revenues of the Issuer, where the value of such property, assets or revenues is in excess of ₦5,000,000,000.00 (Five Billion Naira) (or as may be specified in the applicable Final Terms) and such distress, attachment, execution or other legal process is not discharged or stayed within 90 (ninety) days of service by the relevant officer of the court of such attachment, execution or other legal process, or if there is an encumbrance or a Receiver is appointed over any material assets of the Issuer and such event is certified in writing by the Bond Trustees to be in their opinion materially prejudicial to the interests of the Bondholders. PROVIDED THAT the Issuer has filed good faith legal proceedings in the relevant court for application for dismissal within (10) Business Days of becoming aware of the order or action;
- 17.4. Seizure/Compulsory Acquisition of Assets: if 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;
- 17.5. Inability to Pay Debts: the Issuer stops or suspends payment of any debt in an amount greater than or equal to [₦5,000,000,000.00 (Five Billion Naira)] due to financial difficulties.
- 17.6. Cessation of Business: If the Issuer ceases to conduct all or substantially all of its business as it now conducts or changes all or substantially all of the nature of its business without the prior written consent of the Bond Trustees, or merges or consolidates with any other entity other than in compliance with the provisions of this Deed;
- 17.7. Insolvency: The appointment of a Liquidator (other than in respect of a solvent liquidation or reorganization), Receiver, Manager or other similar Officer in respect of the Issuer, any of its assets;
- 17.8. Material Adverse Change: If a Material Adverse Change has occurred; and
- 17.9. Obligations Unenforceable: any of the Bonds or the Trust Deed is or becomes wholly or partly void, voidable or unenforceable, and which adversely affects the payment obligations of the Issuer.

18. **Statement of Investment Principles**

The Bond Trustees undertake to invest the monies available in the Debt Service Reserve Account in accordance with and based on the approved portfolio allocation as set out in the relevant Series Trust Deed and in accordance with the Trustee Investment Act. Provided however that the Bond Trustees shall, while any Bonds are outstanding, render accounts on a half-yearly basis to the Issuer.

19. **Enforcement**

At any time after the occurrence of an Event of Default which is continuing, the Bond Trustees may, in their discretion, institute proceedings and or take other actions against or

in relation to the Issuer or any other person as it may think fit to enforce the obligations of the Issuer under this Trust Deed.

20. **Proceedings, Action and Indemnification**

20.1. The Bond Trustees shall not be bound to take any action or proceedings mentioned in Clause 19 (Enforcement) or any other action in relation to this Deed unless directed or requested to do so (i) by an Extraordinary Resolution or (ii) in writing by the Majority Bondholders and in either case the Bond Trustees shall be indemnified and/or secured and/or prefunded to their satisfaction against all liabilities to which the Bond Trustees may thereby render themselves liable or which the Bond Trustees may incur by so doing. Only the Bond Trustees may enforce the performance of the Issuer's obligations under this Deed.

20.2. Subject to the provisions of CAMA, no Bondholder or a person claiming through a Bondholder shall be entitled to proceed directly against the Issuer to enforce the performance of any of the obligations under this Deed or any Series Trust Deed.

21. **Trust of Receipts**

21.1. All money received by the Bond Trustees in respect of the Bonds of any Series or amounts payable under this Deed from the Issuer (including any money which represents principal or interest in respect of Bonds which have become void or in respect of which claims have become prescribed under Condition 19 (Prescription)) shall, be apportioned pari passu and rateably between the Bonds, and all money received by the Bond Trustees under this Deed from the Issuer, shall be held by the Bond Trustees upon trust to apply them (subject to Clause 20 (Proceedings, Action and Indemnification) in the following order:

21.1.1. FIRSTLY, in payment or satisfaction of costs, charges, taxes, levies, expenses and liabilities incurred and payments made in respect of the execution of the Trusts or this Deed including all amounts then due and unpaid under Clause 26 (Remuneration and Indemnification of Bond Trustees) to the Bond Trustees and/or any appointee;

21.1.2. SECONDLY in or towards payment of Coupon owing pari passu then due and unpaid in respect of the Bonds; and

21.1.3. THIRDLY in or towards payment pari passu and rateably of all Principal Amount then due and unpaid in respect of the Bonds; and

21.1.4. 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 21, if the Bond Trustees hold any moneys which represent principal or interest in respect of Bonds which have become void or in respect of which claims have been prescribed under Condition 19 (*Prescription*), the Bond Trustees will hold such moneys on the above Trusts.

22. **Trustees to Act on Instructions of Bondholders**

The Bond Trustees are not bound to take any proceedings or any other action in relation to this Deed, the Bonds or any documents executed pursuant to the Deed or any of the other Offer Documents to which the Bond Trustees are a party unless:

22.1. it is so directed by an Extraordinary Resolution of the Bondholders;

22.2. it is requested to do so in writing by the Majority Bondholders; or

22.3. in either case, the Bond Trustees (and every Attorney, Delegate, Manager, Agent or other person appointed by the Bond Trustees) shall be entitled to be indemnified by the Bondholders and or secured to its satisfaction in respect of all liabilities, proceedings, claims, demands, costs, charges and expenses to which the Bond Trustees may become liable or which may be incurred by it (or any of the above-mentioned parties so appointed by the Bond Trustees) in connection with this Deed, provided that the Bond Trustees shall not be held liable for the consequence of taking any such action.

23. **Exclusive Right of the Bond Trustees**

None of the Bondholders shall have any independent power to enforce any right or to exercise any rights, discretions or powers or to grant any consents or releases under or pursuant to any of the Offer Documents. Any power or right of the Bondholders under this Deed may be exercised only by the Bond Trustees or any delegate appointed by the Bond Trustees in accordance with the terms of this Deed.

24. **Notice of Payments**

The Bond Trustees shall give notice to the relevant Bondholders in accordance with Condition 13 (*Notices*) of the day fixed for any payment to them under Clause 20 (*Trusts of Receipts*). Such payment may be made in accordance with Condition 8 (*Method of Payment of Principal and Coupon*) and any payment so made shall be a good discharge to the Bond Trustees.

25. **Investment by Bond Trustees**

The Bond Trustees shall invest money standing to the credit of the Debt Service Reserve Account in any Authorised Investments that yield a Market Competitive return, for such periods as it may consider expedient from time to time, and may vary such investments with the concurrence of the Issuer. All interest and other income deriving from such investment shall be deposited into the Debt Service Reserve Account.

26. **Remuneration and Indemnification of Bond Trustees**

26.1. Normal Remuneration: The Issuer shall pay to the Bond Trustees remuneration for their services as Bond Trustees as from the date of this Trust Deed, such remuneration as shall be agreed between the Issuer and the Bond Trustees in accordance with the terms of an Engagement Letter executed in relation to each relevant series of the Bonds.

26.2. Value added tax: The Issuer shall in addition pay to the Bond Trustees an amount equal to the amount of any VAT or similar tax chargeable in respect of its

remuneration under the Engagement Letter provided that the Issuer shall deduct applicable withholding tax from all remuneration referred to in this Clause 26.

- 26.3. Expenses: The Issuer shall also pay or discharge all pre-agreed fees, costs, charges and expenses reasonably incurred by the Bond Trustees in relation to the preparation and execution of the exercise of its powers and the performance of its duties under, and in any other manner in relation to, this Deed, such as reasonable travelling expenses and any stamp, issue, registration, documentary and other taxes or duties paid or payable by the Bond Trustees in connection with any action taken by or on behalf of the Bond Trustees for enforcing this Deed; Provided that the Bond Trustees shall seek and obtain the prior written consent of the Issuer to incur any such liabilities in excess of an aggregate sum of [N500,000,000.00 (Five Hundred Million Naira)] unless such expense is incurred for the purposes of enforcing the provisions of this Deed against the Issuer upon occurrence of an Event of Default in which case such consent shall not be required.
- 26.4. All amounts payable pursuant to sub-clause 26.3 above and/or Clause 26.5 shall be payable by the Issuer on the date specified in a demand by the Bond Trustees and in the case of payments actually made by the Bond Trustees prior to such demand from the date specified in such demand, and in all other cases shall (if not paid within thirty (30) days after the date of such demand or, if such demand specifies that payment is to be made on an earlier date, on such earlier date)
- 26.5. Indemnity: The Issuer shall indemnify the Bond Trustees (i) in respect of all liabilities incurred by it or other person appointed by it to whom any trust, power, authority or discretion may be validly delegated by it in the execution or purported execution of the Trusts, powers, authorities or discretions vested in it by this Deed and (ii) against all liabilities, actions, proceedings, costs, claims and demands in respect of any matter or thing validly done or omitted in any way relating to this Deed except as a result of the Bond Trustees' negligence or/and default, and provided further that the indemnity contained in this Clause 26.5 shall remain in full force and effect notwithstanding any discharge of this Deed for a period of six (6) years following the discharge of the Issuer from its obligations under this Deed in respect of any such liabilities which may have arisen prior to such discharge.
- 26.6. Unless otherwise specifically stated in any discharge of this Deed the provisions of this Clause 26 shall continue in full force and effect in relation to the period during which the Bond Trustees were Bond Trustees of this Deed notwithstanding such discharge.
- 26.7. The Bond Trustees shall be entitled in its absolute discretion to determine in respect of the Bonds that any Liabilities incurred under this Deed have been incurred or to allocate any such Liabilities between the Bonds.

27. **Supplement to Trustees' Investment Act**

The Bond Trustees shall have all the powers, reliefs and indemnities conferred upon Trustees by the Trustees Investment Act and by way of supplement thereto it is expressly declared as follows:

- 27.1. The Bond Trustees shall act in accordance with the provisions of this Deed, the relevant Series Trust Deed, the ISA, the SEC Rules and Regulations, the Trustees Investment Act and any Applicable Laws and safeguard the rights of the Bondholders for the Issuer's obligations under the Programme;
- 27.2. The Bond Trustees shall summon, as and when necessary, meetings of all Bondholders of a Series where necessary matters and business will be presented to and determined by Bondholders;
- 27.3. The Bond Trustees shall not 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;
- 27.4. The Bond Trustees may in relation to this Deed act on the advice or opinion of or any information obtained from any Lawyer, Valuer, Accountant, Surveyor, Banker, Broker, Auctioneer or other expert whether obtained by the Issuer, the Bond Trustees or otherwise and shall not be responsible for any liability occasioned by so acting provided they have used their best efforts to ensure that such persons are competent and have exercised due care and diligence in the selection of such professional adviser(s).
- 27.5. Any such advice, opinion or information may be sent or obtained by a letter, email, telex, telegram, facsimile transmission or cable and the Bond Trustees shall not be liable for acting on any advice, opinion or information purporting to be conveyed by any such letter, email, telex, telegram, facsimile transmission or cable although the same shall contain some error or shall not be authentic.
- 27.6. The Bond Trustees may call for and shall be at liberty to accept as sufficient evidence of any fact or matter or the expediency of any transaction or thing a certificate signed by two of the Directors of the Issuer or one Director and the Chief Financial Officer of the Issuer and the Bond Trustees shall not be bound in any such case to call for further evidence or be responsible for any liability that may be occasioned by it or any other person acting on such certificate.
- 27.7. The Bond Trustees shall not be responsible for the receipt or application of the proceeds of the issue of any of the Bonds by the Issuer, the exchange of any Bond for another Bond or the delivery of any Bonds to the person(s) entitled to it or them.
- 27.8. The Bond Trustees shall not be bound to give notice to any person of the execution of any documents comprised or referred to in this Deed or to take any steps to ascertain whether any Event of Default or any Potential Event of Default has occurred or to monitor or supervise the performance, observance or compliance by the Issuer of the provisions of this Deed and, until the Bond Trustees shall have actual knowledge or express notice pursuant to this Deed to the contrary, the Bond Trustees shall be entitled to assume that no Event of Default or Potential Event of Default has occurred and that each of the Parties is observing and performing all its obligations under this Deed.
- 27.9. Save as expressly otherwise provided in this Deed, the Bond Trustees shall have absolute discretion as to the exercise or non-exercise of its trusts, powers, authorities and discretions under this Deed (the exercise or non-exercise of which as between the Bond Trustees and the Bondholders shall be conclusive and binding

on the Bondholders) and the Bond Trustees in the absence of fraud, negligence, or wilful misconduct, shall not be responsible for any liability which may result from its exercise or non-exercise and in particular the Bond Trustees shall not be bound to act at the request or direction of the Bondholders or otherwise under any provision of this Deed or to take at such request or direction or otherwise any other action under any provision of this Deed, without prejudice to the generality of Clause 22.1, unless the Bond Trustees shall first be indemnified and/or secured to its reasonable satisfaction against all liabilities to which it may render themselves liable or which the Bond Trustees may incur by so doing.

- 27.10. The Bond Trustees shall not be liable to any person by reason of having acted upon any Extraordinary Resolution in writing or any Extraordinary Resolution or other resolution purporting to have been passed at any meeting of the Bondholders of the Bonds in respect whereof minutes have been made and signed or any direction or request of the Bondholders even though subsequent to its acting it may be found that there was some defect in the constitution of the meeting or the passing of the resolution, (in the case of an Extraordinary Resolution in writing) that not all such Bondholders had signed the Extraordinary Resolution or (in the case of a direction or request) it was not signed by the requisite number of Bondholders) or that for any reason the resolution, direction or request was not valid or binding upon such Bondholders.
- 27.11. Without prejudice to the right of indemnity by law given to Trustees, the Issuer shall indemnify the Bond Trustees and every permitted appointee of the Bond Trustees and keep them indemnified against all liabilities to which they may be or become subject or which may be incurred by them in the execution or purported execution of any of their trusts, powers, authorities and discretions under this Deed or their functions under any such appointment or in respect of any other matter or thing done or omitted in any way relating to this Deed or any such appointment or in respect of disputing or defending any Liabilities, provided always that the Bond Trustees, or any such permitted appointee has not acted fraudulently, or negligently or in default of its powers, duty and obligations. The above indemnity shall continue in full force and effect notwithstanding the termination of this Deed.
- 27.12. Any consent or approval given by the Bond Trustees for the purposes of this Deed may be given on such terms and subject to such conditions (if any) as the Bond Trustees think fit and, notwithstanding anything to the contrary in this Deed, may be given retrospectively. The Bond Trustees may give any consent or approval, exercise any power, authority or discretion or take any similar action (whether or not such consent, approval, power, authority, discretion or action is specifically referred to in this Deed) if it is satisfied that the interests of the Bondholders will not be materially prejudiced thereby. For the avoidance of doubt, the Bond Trustees shall not have any duty to the Bondholders in relation to such matters other than that, which is contained in the preceding sentence.
- 27.13. The Bond Trustees shall not (unless and to the extent ordered so to do by a court of competent jurisdiction) be required to disclose to any Bondholder, any information (including, without limitation, information of a confidential, financial or price

sensitive nature) made available to the Bond Trustees by the Issuer or any other person in connection with this Deed and no Bondholder shall be entitled to take any action to obtain from the Bond Trustees any such information.

- 27.14. Where it is necessary or desirable for any purpose in connection with this Deed to convert any sum from one currency to another it shall (unless otherwise provided by this Deed or required by law) be converted at such rate or rates, in accordance with such method and as at such date for the determination of such rate of exchange, as may be agreed by the Bond Trustees in consultation with the Issuer and any rate, method and date so agreed shall be binding on the Issuer and the Bondholders.
- 27.15. In connection with the exercise by the Bond Trustees of any of its trusts, powers, authorities or discretions under this Deed (including, without limitation, any modification, waiver, authorisation or determination), the Bond Trustees shall have regard to the general interests of the Bondholders as a class but shall not have regard to any interests arising from circumstances particular to individual Bondholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of such exercise for individual Bondholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Bond Trustees shall not be entitled to require, nor shall any Bondholder be entitled to claim, from the Issuer, the Bond Trustees or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Bondholders;
- 27.16. The Bond Trustees may appoint and pay any person to act as a cCustodian or Nominee on any terms in relation to such assets of the trusts constituted by this Deed as the Bond Trustees may determine, including for the purpose of depositing with a custodian this Deed or any document relating to the trusts constituted by this Deed and the Bond Trustees shall not be responsible for any liability incurred by reason of the misconduct, omission or default on the part of any person appointed by them hereunder or be bound to supervise the proceedings or acts of such person; the Bond Trustees are not obliged to appoint a Custodian if the Bond Trustees invest in securities payable to the bearer.
- 27.17. The Bond Trustees shall not be responsible to any person for failing to request, require or receive any legal opinion relating to any Bonds or for checking or commenting upon the content of any such legal opinion and shall not be responsible for any liability incurred thereby.
- 27.18. The Bond Trustees may whenever they think fit, delegate by Power of Attorney or otherwise to any person or persons or fluctuating body of persons (whether being Bond Trustees of this Deed or not) all or any of its trusts, powers, authorities and discretions under this Deed. Such delegation may be made upon such terms and subject to such conditions and regulations as the Bond Trustees may in the interests of the Bondholders think fit. The Bond Trustees shall not be under any obligation to supervise the proceedings or acts of any such delegate and shall not in any way be responsible for any liability incurred by reason of any misconduct or default on the part of any such delegate provided they have used their best efforts to ensure that

such persons are competent and have exercised due care and diligence in the selection of such persons. The Bond Trustees shall within a reasonable time after any such delegation or any renewal, extension or termination thereof give notice thereof to the Issuer, provided however that where the Bond Trustees delegate all their powers to an Agent, the Bond Trustees shall not do so without seeking the prior approval of the Issuer.

- 27.19. The Bond Trustees may in the conduct of the Trusts of this Deed instead of acting personally, employ and pay an Agent (whether being a lawyer or other professional person) to transact or conduct, or concur in transacting or conducting, any business and to do, or concur in doing, all acts required to be done in connection with this Deed (including the receipt and payment of money). The Bond Trustees shall not in any way be responsible for any liability incurred by reason of any misconduct or default on the part of any such Agent or be bound to supervise the proceedings or acts of any such Agent provided they have used their best efforts to ensure that such persons are competent and have exercised due care and diligence in the selection of such professional.
- 27.20. The Bond Trustees shall not be responsible for the execution, delivery, legality, effectiveness, adequacy, genuineness, validity, enforceability or admissibility in evidence of this Deed or any other document relating or expressed to be supplemental thereto and shall not be liable for any failure to obtain any licence, consent or other authority for the execution, delivery, legality, effectiveness, adequacy, genuineness, validity, performance, enforceability or admissibility in evidence of this Deed or any other document relating or expressed to be supplemental thereto.
- 27.21. Notwithstanding anything contained in this Trust Deed and the Terms and Conditions of the Bonds, to the extent required by any Applicable Law, if the Bond Trustees are required to make any deduction or withholding from any distribution or payment made by it hereunder or if the Bond Trustees are otherwise charged to, or may become liable to tax as a consequence of performing their duties and whether by reason of any assessment, prospective assessment or other imposition of liability to taxation of whatever nature and whenever made upon the Bond Trustees, and whether in connection with or arising from any sums received or distributed by them or to which they may be entitled hereunder or any Bonds from time to time representing the same, including any income or gains arising therefrom, or any action of the Bond Trustees in or about the administration of the Trusts hereof or otherwise, in any case other than any tax generally payable by the Bond Trustees on their income, then the Bond Trustees shall be entitled to make such deduction or withholding or (as the case may be) to retain out of sums received by them in respect of this Deed an amount sufficient to discharge any liability to tax which relates to sums so received or distributed or to discharge any such other liability of the Bond Trustees to tax from the funds held by the Bond Trustees on trust hereunder.
- 27.22. The Bond Trustees shall not be bound to take any action in connection with this Deed or any obligations arising pursuant thereto, including, without prejudice to the generality of the foregoing, forming any opinion or employing any financial adviser,

where they are not reasonably satisfied that the Issuer will be able to indemnify them against all liabilities which may be incurred in connection with such action and may demand prior to taking any such action that there be paid to them in advance such sums as they reasonably consider (without prejudice to any further demand) shall be sufficient so to indemnify them and on such demand being made the Issuer shall be obliged to make payment of all such sums in full.

- 27.23. No provision of this Deed shall require the Bond Trustees to do anything which may:
- 27.23.1. be illegal, contrary to Applicable Law or render the Bond Trustees liable to any person;
 - 27.23.2. cause the Bond Trustees to expend or risk their own funds or otherwise incur any liability in the performance of any of their duties or in the exercise of any of their rights, powers or discretions, if the Bond Trustees shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not assured to them.
- 27.24. Unless notified to the contrary, the Bond Trustees shall be entitled to assume without enquiry that no Bonds are held by, for the benefit of, or on behalf of, the Issuer.
- 27.25. The Bond Trustees shall not be responsible for investigating any matter which is the subject of, any recital, statement, representation, warranty or covenant of any person contained in this Deed, or any other agreement or document relating to the transactions contemplated in these presents or under such other agreement or document.
- 27.26. The Bond Trustees shall not be liable or responsible for any liabilities or inconvenience, which may result from anything done or omitted to be done by them in accordance with the provisions of this Deed.
- 27.27. Any Corporation into which the Bond Trustees shall be merged or with which they shall be consolidated or any company resulting from any such merger or consolidation shall be a Party hereto and shall be the Bond Trustees under this Deed without executing or filing any paper or document or any further act on the part of the Parties thereto.
- 27.28. Any certificate or report of the Auditors or any other person called for by or provided to the Bond Trustees (whether or not addressed to the Bond Trustees) in accordance with or for the purposes of this Deed may be relied upon by the Bond 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 Bond 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.
- 27.29. To the extent that the Bond Trustees are instructed to take any action pursuant to clause 26.1, the Bond Trustees shall be entitled to rely conclusively upon such request in writing or by Extraordinary Resolution of the Bondholders regarding the same and shall bear no liability of any nature whatsoever to the Issuer or Bondholders for acting upon such request in writing or Extraordinary Resolution of the Bondholders.

- 27.30. The Bond Trustees shall retain control of and manage the Payment Account and Debt Service Reserve Account and will not comingle the funds therein with other funds managed by them.
- 27.31. The Bond Trustees undertake that monies accruing to the Payment Account or the Debt Service Reserve Account shall not be held in the individual accounts of the Trustees or in any manner inconsistent with the provisions of this Deed.
- 27.32. Subject to the obligation of the Issuer in clause 9.2 of this Agreement, to fund the Payment Account, the Bond Trustees shall ensure the prompt payment of the Principal Amount and Coupon to the Bondholders from the Payment Account.

28. **Bond Trustees' Liability**

Nothing in this Deed shall, in any case in which the Bond Trustees have failed to show the degree of care and diligence required of them as Bond Trustees, having regard to the provisions of this Deed conferring on it any trusts, powers, authorities or discretions, exempt the Bond Trustees from or indemnify them against any liability for breach of trust in relation to their duties under this Deed. For the avoidance of doubt, the Bond Trustees shall be liable to the Issuer for any loss that may result from the Bond Trustees' misapplication of any funds paid by the Issuer into the Payment Account, or for any failure of the Bond Trustees to make payments to the Bondholders (or, otherwise, to apply any funds) in accordance with the terms of this Deed.

29. **Bond Trustees' Contracting with the Issuer**

- 29.1. Neither the Bond Trustees nor any Director or officer or Holding Company, Subsidiary or Associated Company of a Bond Trustee under this Deed shall by reason of its or his fiduciary position be in any way precluded from:
- 29.1.1. 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; or
- 29.1.2. holding, purchasing, selling, underwriting or otherwise deal with any of the Bonds or any other securities and other obligations of the Issuer; or
- 29.1.3. accepting or holding the Joint 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 or any other office of profit under the Issuer or any such person or body corporate so associated, and shall be entitled to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such contract, transaction or arrangement as is referred to in Clause 29.1.1 or, as the case may be, any such Joint Trusteeship or office of profit as is referred to in this sub-clause without regard to the interests of the Bondholders and notwithstanding that the same may be contrary or prejudicial to the interests of the Bondholders and shall not be responsible for any liability occasioned to the Bondholders thereby and shall be entitled to retain and shall not be in any way liable to account for any profit made or

share of brokerage or commission or remuneration or other amount or benefit received thereby or in connection therewith.

29.2. Where any Holding Company, Subsidiary or Associated Company of the Bond Trustees or any Director or officer of the Bond Trustees acting other than in its capacity as such a Director or officer has any information, the Bond Trustees shall not thereby be deemed also to have knowledge of such information and, unless they shall have actual knowledge of such information, shall not be responsible for any loss suffered by Bondholders resulting from the Bond Trustees failing to take such information into account in acting or refraining from acting under or in relation to this Deed.

30. **Waiver, Authorisation and Determination**

The Bond Trustees may without the consent or sanction of the Bondholders, and without prejudice to their rights in respect of any subsequent breach, Event of Default or Potential Event of Default from time to time and at any time, but only if and in so far as in its opinion the interests of the Bondholders shall not be materially prejudiced thereby, waive or authorise any breach or proposed breach by the Issuer of any of the covenants or provisions contained in this Deed or determine that any Event of Default or Potential Event of Default shall not be treated as such for the purposes of this Deed provided always that the Bond Trustees shall not exercise any powers conferred on them by this Clause 30 in contravention of any express direction given by Extraordinary Resolution or by a request under Condition 15 (*Events of Default*) but so that no such direction or request shall affect any waiver, authorisation or determination previously given or made. Any such waiver, authorisation or determination may be given or made on such terms and subject to such conditions (if any) as the Bond Trustees may determine, shall be binding on the Bondholders and, if, but only if, the Bond Trustees shall so require, shall be notified by the Issuer to the Bondholders in accordance with Condition 13 (*Notices*) as soon as practicable thereafter.

31. **Modification**

31.1. The Bond Trustees may:

31.1.1. carry out modifications to this Deed without the consent or sanction of the Bondholders of the relevant Series, at any time and from time to time concur with the Issuer in making any modification (i) which in the opinion of the Bond Trustees may be proper to make provided that the Bond Trustees are of the opinion that such a modification will not be materially prejudicial to the interests of the Bondholders or (ii) if in the opinion of the Bond Trustees such a modification is of a formal, minor or technical nature or to correct a manifest error which is, in the opinion of the Bond Trustees, proven or to comply with mandatory provisions of law. Any such modification may be made on such terms and subject to such conditions (if any) as the Bond Trustees may determine, shall be binding upon the Bondholders and, unless the Bond Trustees agree otherwise, shall be notified by the Issuer to the Bondholders of the relevant Series in accordance with Condition 13 (*Notices*) as soon as practicable thereafter.

31.1.2. with the consent of the Bondholders, obtained by way of an Extraordinary Resolution, concur and cooperate with the Issuer in making any modifications to this Deed to effect any amendments, other than those mentioned in Clause 31.1.1 above. Any such modification may be made on such terms and subject to such conditions (if any) as the Bondholders may determine and shall be binding on all Bondholders.

Provided always that any modifications or amendments made to the Trust Deed shall be subject to the approval of the SEC.

32. **Breach**

Any breach of or failure to comply by the Issuer with any such terms and conditions as are referred to in Clauses 15 (*Representations and Warranties*) and 16 (*Covenants of the Issuer*) of this Deed shall constitute a default by the Issuer in the performance or observance of a covenant or provision binding on it under or pursuant to this Deed.

33. **Appointment of Additional Bond Trustee**

The power to appoint additional Bond Trustee of this Deed shall be vested solely in the Issuer. The foregoing notwithstanding, no person appointed as Bond Trustee in relation to a particular Series shall be replaced or substituted except if such replacement or substitution is first authorised by an Extraordinary Resolution of the Bondholders. One or more persons may hold office as Bond Trustee of this Deed, but such Bond Trustee shall be or include a Trust Corporation. Provided that the Issuer may appoint a different Bond Trustee for each Series of the Bonds. Whenever there are more than two (2) Bond Trustees in respect of a Series, the majority of such Bond Trustees shall be competent to execute and exercise all the duties, powers, trusts, authorities and discretions vested in the Bond Trustee by this Deed provided that a Trust Corporation shall be included in such majority. Any appointment of a new Bond Trustee of this Deed shall as soon as practicable thereafter be notified by the Issuer to the Bondholders. The Bondholders shall together have the power, exercisable by Extraordinary Resolution, to remove any Trustee or Trustees for the time being hereof.

34. **Bond Trustee Retirement and Removal**

34.1. Compulsory Retirement: A Bond Trustee shall be required to retire from its position as Bond Trustee in the event of any of the following happening:

34.1.1. except for voluntary liquidation for the purpose of amalgamation or reconstruction, if it goes into liquidation or if a Receiver is appointed over the undertaking of the Bond Trustee or if a public Authority shall take over the undertaking of the Bond Trustee or any substantial part of it; or

34.1.2. if the Bond Trustee has been fraudulent or has acted with misconduct in the performance of its duties under this Deed; and if for good and sufficient reason the Issuer is of the opinion that a change of Bond Trustee is desirable in the interests of the Bondholders and notifies the Bond Trustee in writing accordingly.

In the event of the occurrence of any of the events stipulated in Clause 34.1 above, the Bond Trustee's retirement shall take effect immediately upon approval of such compulsory retirement by an Extraordinary Resolution.

34.2. Voluntary Retirement: A Bond Trustee may retire at any time on giving not less than three (3) Months' prior written notice to the Issuer without giving any reason and without being responsible for any liabilities incurred by reason of such retirement. The Bondholders may by Extraordinary Resolution remove the Bond Trustee, provided the Bondholders can only remove such an appointed Bond Trustee where the Bond Trustee is in breach of its representations and warranty under this Deed or in the case of negligence, wilful default, breach of duty or breach of trust in relation to its duties as provided under this Deed. The Issuer undertakes that at all times where there are more than one Bond Trustee, one of the Bond Trustees shall be a Trust Corporation and where a Bond Trustee which is a Trust Corporation gives notice under this Clause 34.2 or is removed by Extraordinary Resolution, the Issuer shall use its best endeavours to procure that a new Bond Trustee of this Deed being a Trust Corporation is appointed within three (3) Months thereafter. The retirement or removal of the Bond Trustee shall not become effective until a successor Bond Trustee being a Trust Corporation is appointed. If the Issuer fails to procure a new Bond Trustee within the stipulated period of such notice being given, the Bond Trustee may appoint a new Bond Trustee.

34.3. Retiring Bond Trustee shall not be responsible for any cost occasioned by its retirement, except for the cost of physically transferring all documents related to this Deed to the new Bond Trustee, and the cost of notifying the Bondholders of the appointment of a successor Bond Trustee.

34.4. In the event of the retirement of a Bond Trustee in accordance with this Clause 34, the Bond Trustee shall immediately account for and deliver up all assets within its custody and control relating to its obligations under this Deed, to the appointed successor(s). In addition, the Bond Trustee undertakes to refund the unearned portion of the Annual Fees for the year that it retires.

35. **Bond Trustees Powers to be Additional**

The powers conferred upon the Bond Trustees by this Deed shall be in addition to any powers which may from time to time be vested in the Bond Trustees by Applicable Law or as a holder of any of the Bonds.

36. **Incorporation of Schedules**

The provisions contained in the Schedules to this Deed shall have full effect in the same manner as if such provisions were set forth in the body of this Deed. The powers conferred upon the Bond Trustees in the Schedules shall be in addition to any powers, which may from time to time be vested on it by any Applicable Law or by the Bondholders.

37. **Notices**

Any notice or demand to the Issuer or the Bond Trustees to be given, made or served for any purposes under this Deed shall be in writing and given, made or served by sending the

same by pre-paid post (first class if inland, first class airmail if overseas), registered mail or courier or by despatching the same by electronic mail transmission or other means of communication in permanent written form and due service shall be deemed to have been made at the time of actual receipt, except in the case of any electronic mail transmission sent after 5.00pm, it shall be deemed to have been served at 9:00am on the next Business Day. All notices shall be effective when received at the addresses specified for the service by the relevant party or as amended from the time to time in writing as follows:

TO THE ISSUER: BUA CEMENT PLC

ATTENTION: Ahmed Aliyu

ADDRESS: BUA Towers, 32 Churchgate Street, Victoria Island, Lagos

TEL No.: +234 802 501 1298

E-MAIL: ahmed.aliyu@buagroup.com

TO THE BOND TRUSTEES:

STANBIC IBTC TRUSTEES LIMITED

ATTENTION: Charles Omoera

ADDRESS: Stanbic IBTC Trustees Limited

Plot 1678 Olakunle Bakare Close,

Victoria Island Lagos

TEL No.: 0902 458 8579

E-MAIL: Charles.Omoera@stanbicibtc.com

Or

ATTENTION: Seyi Egbarin

ADDRESS: Stanbic IBTC Trustees Limited

Plot 1678 Olakunle Bakare Close,

Victoria Island Lagos

TEL No.: 0803 300 9192

E-MAIL: Seyi.Egbarin@stanbicibtc.com

CUSTODIAN TRUSTEES LIMITED

ATTENTION: Adeyinka Jafojo

ADDRESS: 16A, Commercial Avenue, Sabo, Yaba, Lagos

TEL No.: 01-2774000-9, 2707204-8 (EXT. 5101)

E-MAIL: ajafojo@custodianinsurance.com

ARM TRUSTEES LIMITED

ATTENTION: Michael Abiodun Thomas

ADDRESS: 1, Mekunwen Road, Off Oyinkan Abayomi Drive, Ikoyi, Lagos

TEL No.: 234 (1) 2701653

E-MAIL: armtrustees-ct@arm.com.ng

or to such other address as shall have been notified (in accordance with this Clause) to the other Party hereto and any notice or demand sent by post as aforesaid shall be deemed to have been given, made or served two days in the case of inland post or seven (7) days in the case of overseas post after despatch.

38. **Force Majeure**

Neither the Issuer nor the Bond Trustees shall be liable to the other 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 such Party gives prompt written notice of such event, 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 event, the said event not extending beyond a period of thirty (30) days. Provided also that the other Party is reasonably satisfied that such event impedes the relevant party's ability to discharge its obligations under this Deed.

39. **Governing Law and Dispute Resolution**

39.1. This Deed and all rights and obligation arising therefrom shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria.

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

39.3. Any dispute which cannot be mutually resolved by the Parties shall be referred to Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, Cap A18, LFN, 2004. The arbitral Tribunal shall consist of three (3) Arbitrators. The Issuer and the Bond Trustees shall each appoint one Arbitrator within five (5) business days of the referral of the dispute to arbitration. The two (2) Arbitrators so appointed shall appoint the third Arbitrator within five (5) business days of the request to appoint the third Arbitrator. PROVIDED THAT if the first two Arbitrators are unable to agree on a third Arbitrator within two (2) weeks of the appointment of the second Arbitrator, then such Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators UK (Nigeria Branch) on the application of any Party and when appointed, the third Arbitrator shall convene an Arbitrators' meeting and act as Chairman of the same. The Arbitrators shall also have a maximum period of twenty-five (25) Business Days to resolve the dispute after the submission of final addresses by the Parties.

39.4. The seat of arbitration shall be Lagos, and the language of arbitration shall be English.

40. **Assignments and Transfers**

40.1. The Bond Trustees may assign or transfer any of their rights, interests or obligations under or in respect of this Deed to any successor as Trustee subject to the provisions of this Deed, provided that it first obtains the prior written consent of the Issuer, such consent not to be unreasonably withheld.

40.2. The Issuer may not assign or transfer any of its rights, interests or obligations under or in respect of this Deed to any person, without the express written consent of the Bond Trustees (such consent not to be unreasonably withheld).

41. **Counterparts**

This Trust Deed and any Trust Deed supplemental hereto may be executed and delivered in any number of counterparts, all of which, taken together, shall constitute one and the same deed and any Party to this Trust Deed or any Trust Deed supplemental hereto may enter into the same by executing and delivering a counterpart.

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SCHEDULE ONE: TERMS AND CONDITIONS OF THE BONDS

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

Further information with respect to Bonds of each Series will be given in the relevant Final Terms which will provide for those aspects of these terms and conditions which are applicable to such Series of Bonds. Certain provisions of these terms and conditions are summaries of, and are subject to, the detailed provisions of the Programme Trust Deed.

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

*The Bonds are constituted by a Programme Trust Deed (the "**Programme Trust Deed**") dated [●] between BUA Cement Plc (as **Issuer**) and Stanbic IBTC Trustees Limited and Custodian Trustees Limited and ARM Trustees Limited (as the **Bond Trustees**) which expression shall include all persons for the time being acting as Bond Trustee under the Programme Trust Deed), as supplemented by a separate Trust Deed applicable to each Series of Bonds.*

The Bondholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Programme Trust Deed and the relevant Series Trust Deed applicable to them. Copies of the Programme Trust Deed are available for inspection between the hours of [10:00am and 3:00pm] on any Business Day at the principal offices of the Bond Trustees at The Wealth House, Plot 1678, Olakunle Bakare Close, Off Sanusi Fafunwa Street, Victoria Island, Lagos or 16A, Commercial Avenue, Sabo, Yaba, Lagos or 1, Mekunwen Road, Off Oyinkan Abayomi Drive, Ikoyi, Lagos.

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

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

1. FORM, DENOMINATION AND TITLE

- 1.1. Unless otherwise specified in any Final Terms, the Bonds shall be issued in dematerialised form in denominations specified in the Final Terms relating to the relevant Series and registered with a separate securities identification code with the CSD.
- 1.2. The Bonds may be issued at once or may be issued in separate Tranches which together with other Tranches, may form a Series; Provided that they are identical in all respects (including as to noting) except for their respective issue dates, Coupon Commencement Dates, and/or issue prices.
- 1.3. The Coupon Rate applicable to any Series of Bonds may be specified as being fixed rate or floating rate and the amount of Coupon payable in respect of such Bond shall be determined in accordance with, the applicable Final Terms.
- 1.4. A Series of Bonds may be listed on a Recognised Securities Exchange, subject to any Applicable Laws.
- 1.5. The title to the Bonds shall be effected in accordance with the rules governing transfer of title in securities held by the CSD. In these Conditions, Bondholders and (in relation to a Bond) Holder means the person in whose name a Bond is registered. Title to the Bonds will pass in accordance with the rules of the Recognised Securities Exchange.
- 1.6. Except as may subsequently be agreed between the Parties in a Series Trust Deed, the 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 and Coupon.
- 1.7. The records of the Register as to the aggregate number of such Bonds standing to the credit of any person shall be conclusive and binding for all purposes save in the case of manifest error and such person shall be treated by the Issuer and the Bond Trustees as the legal and beneficial owner of such aggregate number of Bonds for all purposes.

2. Repayment

The principal on the Bonds will be repaid in accordance with the terms of the relevant Series agreed in the relevant Series Trust Deed on such Bonds.

3. Redemption

- 3.1 *Redemption at Maturity:* Unless previously redeemed or purchased and cancelled, the Issuer will redeem the Bonds on such dates as specified in the relevant Series Trust Deed.
- 3.2 *Redemption by Instalments:* The Bonds may be partially redeemed by instalments on such dates and at such amounts specified in the applicable Final Terms and the payments made in instalments shall reduce the Principal Amount Outstanding on such Bonds until fully redeemed at the Maturity Date.
- 3.3 *Redemption Prior to Maturity/Early Redemption*

- 3.3.1 Subject to the terms of the relevant Series Trust Deed, the Issuer shall be entitled at any time to redeem the whole or any part of the Bonds upon giving the Holders of the Bonds to be redeemed, a minimum of thirty (30) days and maximum of sixty (60) days' notice of its intention to do so ("Early Redemption").
- 3.3.2 The Issuer shall only redeem the Bonds on a Coupon Payment Date and not otherwise.
- 3.3.3 At the expiration of the notice in Clause 3.3.1 above, the Issuer shall be entitled and bound to redeem the Bonds in respect of which such notice has been given. Such notice shall state the amount of the Bond due for redemption and the condition under which such redemption is to be effected.
- 3.3.4 Upon Early Redemption, the Issuer shall, (upon the expiration of the redemption notice), be obliged to pay the Bondholders the outstanding principal and accrued interest.
- 3.3.5 The Issuer shall not incur any penalty on account of Early Redemption. The Issuer shall be entitled to a 5 (five) day period from the service of the redemption notice within which it can cancel the redemption process without the application of any further Coupon.
- 3.4 The sum payable on the Maturity Date is the Redemption Amount which unless otherwise provided in the Final terms of a Series, is the outstanding sum in respect of each Bond, together with applicable Coupon at the time of redemption, and any amount(s) rolled over from previous years.
- 3.5 Upon redemption, the obligations of the Issuer in respect of any such Bonds shall be discharged.

4. Purchase, Redemption and Cancellation of Bonds

4.1. Purchase of Bonds

The Issuer may at any time and from time to time purchase any part of the Bonds through the Recognised Securities Exchange on which the Bonds are listed, but not otherwise. All purchases and sales of Bonds may be made by way of Offer for Subscription, Private Treaties and/or Over the Counter.

4.2. Cancellation

4.2.1 All Bonds which are redeemed in accordance with the provisions of the Trust Deed shall be cancelled and such Bonds may not be reissued or resold to other Bondholders.

4.2.2 Prior to the Maturity Date, all Bonds so cancelled shall not be subject to any additional Coupon or other payment in respect of such cancellation.

4.2.3 All Bonds so cancelled shall thereafter be forwarded to the Issuer and the obligations of the Issuer in respect of any such Bonds shall be discharged. For so long as the rules of the Relevant Securities Exchange require, the Issuer shall promptly inform the Relevant Securities Exchange of the cancellation of any Bonds under this Condition 4.

4.3. Re-issue

Where the Issuer has redeemed, cancelled or repurchased any Bond(s) in accordance with this Condition 4 (*Purchase, Redemption and Cancellation of Bonds*), the Issuer shall not re-issue such Bond(s).

5. Status of the Bonds

5.1. Status of Bonds

The Bonds shall constitute direct, general, and irrevocable obligations of the Issuer. The payment obligations of the Issuer under the Bonds and in respect of principal and any interest on the Bonds shall at all times rank at least equally with all unsecured obligations of the Issuer, present and future except for obligations mandatorily preferred by law applying to companies generally.

6. Negative Pledge

For as long as any of the Bonds are outstanding, the Issuer shall not, without the prior written consent of the Bond Trustees

directly or indirectly secure any other financial indebtedness represented by Bonds (excluding Bonds issued under the Programme) or any other debt securities which are, or are capable of being, traded, noted or listed on any stock exchange or over-the-counter or similar securities market unless otherwise stated in the applicable Final Terms to a Series

PROVIDED THAT the Issuer, may in relation to any Series:

- (a) enter into a liquidity facility agreement with a high investment grade rated Commercial Bank, providing liquidity to the Issuer to enable it meet its payment obligations on the relevant Payment Date in respect of any Bonds issued under such Series; or
- (b) obtain a third-party Guarantee of a value equivalent to the par value of the Bonds of any Series or Tranche, from a Commercial Bank or Insurance Company (with a high investment grade rating, maintained for the tenor of the Bonds issued under such Series or Tranche) to secure its payment obligations to the Bondholders on or before the Maturity Date.

7. Coupon

The Fixed Rate Bonds and Floating Rate Bonds of any Series will bear Coupon from (and including) the Coupon Payment Date (or the Coupon Commencement Date in respect of the first Coupon Period only) at the Coupon Rate and such Coupon will be payable in respect of each Coupon Period on the Coupon Payment Date(s) specified in the applicable Final Terms to a Series. The Coupon payable on the Bonds of any Series for a period other than a full Interest Period shall be determined in the manner specified in the Final Terms.

7.1. Coupon on Fixed Rate Bonds

Coupon on Fixed Rate Bonds (being Bonds that specify a predetermined Coupon Rate payable in arrears on a fixed date or fixed dates in each year and on redemption or on such other dates as may be indicated in the applicable Final Terms) shall be paid on the Coupon Payment Dates specified in the applicable Final Terms.

7.2. Coupon on Floating Rate Bonds

7.2.1. The Floating Rate Bonds (being those Bonds that specify that coupon is payable at a floating rate) shall bear Coupon on its principal amount on such basis as may be described in the Pricing Supplement or Series Trust Deed by reference to a specified floating rate benchmark plus a margin.

7.2.2. Coupon on the Floating Rate Bonds shall accrue from (and including) the Coupon Commencement Date and the Coupon payable from time to time in respect of each of the Floating Rate Bonds will be determined in the manner specified in the Final Terms.

7.3. *Zero Coupon Bonds*

Zero Coupon Bonds (being those Bonds that specify that no Coupons are payable) shall not bear Coupons on its Principal Amount, and no Coupons shall be payable by the Issuer in respect of such Zero-Coupon Bonds.

8. Transmission

8.1. In the case of the death of a Bondholder, the survivor(s) (where the deceased was a joint holder) and the Executor or Administrator of the deceased where he was a sole or only surviving holder shall be the only person(s) recognised by the Issuer as having any title to such Bond.

8.2. Any person becoming entitled to the Bonds in consequence of the death, bankruptcy, winding-up or dissolution of the Bondholder thereof may, upon producing such evidence that he has or is entitled to the capacity in respect of which he proposes to act under this Condition or of his title as the Bondholder shall think sufficient, be regarded as the Bondholder of such Bonds, or subject to the preceding Conditions as to transfer, may transfer the same.

9. Method of Payment of Principal and Coupon

9.1. Payment of the Principal and Coupon due on all or any part of the Bond will be credited to the Bank Account nominated for this purpose by the Bondholder (or in the case of joint registered Bondholders) by the joint Bondholders.

9.2. Whenever any part of the Bond is redeemed, a proportionate part of each holding of the Bond shall be repaid to the Bondholders.

9.3. The Bond Trustees shall give to the Bondholders not less than [one (1) month] notice in writing of the time and mode for repayment of the Bonds to be redeemed and each such notice shall state the amount of the Bond for redemption.

9.4. At the time and place so fixed for redemption, each Bondholder shall, where applicable, deliver to the Bond Trustees evidence of title to the Bonds issued by the CSD in order that the same may be cancelled together with a receipt for the redemption moneys payable in respect of the Bonds, and upon such delivery, the Bond Trustees shall pay the Bondholder the amount payable to him in respect of such redemption, together with all accrued coupon.

9.5. If, on a Payment Date, any Bondholder whose Bonds are liable to be redeemed fails or refuses to accept payment of the redemption moneys payable in respect of the Bond, the money payable to such Bondholder shall be held in trust for such Bondholder by the Bond Trustees and Coupon on such Bonds shall cease to accrue

as from the date fixed for redemption of the Bond and the Issuer shall subsequently be discharged from all obligations in connection with such Bonds. If the Bond Trustees place the money so paid to them on deposit at a Commercial Bank or invest the same in the purchase of securities for the time being authorised by law for the investment of Trust Funds, the Bond Trustees shall not be responsible for the safe custody of such money or for interest on it, except such interest (if any) as the said money may earn whilst on deposit or invested, less any expenses incurred by the Bond Trustees.

10. Trusts

- 10.1. Except as required by law or as ordered by a court of competent jurisdiction the Issuer will recognise the Bondholder of any Bond as the absolute owner of such Bond and shall not be bound to take notice or see to the execution of any trust whether express, implied or constructive to which any Bond may be subject.
- 10.2. The receipt by a Bondholder for the time being of any Bond (or in the case of joint registered holders, the payment to the joint Bondholder whose name stands first in the Register) or the principal of such Bond or of any other money payable in respect of the Bond shall be good discharge of the Issuer notwithstanding any notice it may have whether express or otherwise of the right, title, interest or claim of any other person to such principal, interest or other money. No notice of any Trust whether express, implied or constructive shall (except as provided by statute or as required by a court of competent jurisdiction) be entered on the Register in respect of any Bond.

11. Freedom from Equities

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

12. Transfer of Bonds

- 12.1. The Bonds shall be transferable in amounts or integral multiples of an amount specified in the Series Trust Deed.
- 12.2. Transfers of the Bonds shall be by an instrument in writing in the form approved by Issuer and the Bond Trustees.
- 12.3. The Bonds shall be transferred on the Recognised Securities Exchange in accordance with its rules.
- 12.4. Every instrument of transfer must be signed by or on behalf of the transferor or where the transferor is a corporation, properly executed according to its constitutional documents, and the transferor shall be deemed to remain the owner of the Bonds until the name of the transferee is entered in the Register.
- 12.5. Every instrument of transfer must be left for registration at the place where the Register is kept accompanied by such evidence as the Issuer may require to prove the title of the Transferor or his right to transfer the Bond and (if the instrument of

transfer is executed by some other person on his behalf) the authority of that person so to do.

- 12.6. The Issuer and the Registrar shall retain all instruments of transfer after registration.
- 12.7. Registration of any Bond transfer shall not be carried out within fifteen (15) days ending on the due date for any payment of principal or Coupon on that Bond.

13. Notices

13.1. Notices to the Bondholders

13.1.1 All Notices to the Bondholders will be valid if sent via email to the Bondholders at their respective email addresses provided to the Bond Trustees. Any Notice sent pursuant to this Sub-Clause shall be deemed to have been given on the second day after being so mailed.

13.1.2 Any Notice, or other communication to the Bondholders will be validly delivered to the Bondholders if given to the Bond Trustees hereunder by sending the same through the post in a prepaid letter addressed to the Bond Trustees at its registered offices in Nigeria or email.

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

13.1.4 Any Notice shall be deemed to have been served on the 5th day following the day which the letter containing the Notice is posted and in proving such service it shall be sufficient to prove that the envelope containing the Notice or the Notice itself was properly addressed, stamped and posted. Any Notice given by delivery otherwise than by post shall be deemed given at the time it is delivered to the address specified.

13.2 Notices from the Bondholders

Notices to be given by any Bondholder shall be in writing and given by lodging the same, with the Bond Trustees.

14. Waiver of Right of Set-Off

Subject to Applicable Law, no Bondholder may exercise, claim or plead any right of set-off, counter-claim or retention in respect of any amount owed to it, by the Issuer arising under or in connection with the Bonds and each Bondholder shall, by virtue of being the holder of any Bond, be deemed to have waived all such rights of such set-off, counterclaim or retention. Notwithstanding, the preceding sentence, if any of the rights and claims of any

Bondholder are discharged by set-off, such a Bondholder will immediately pay an amount equal to the amount of such discharge to the Issuer, or if applicable, the liquidator or Bond Trustees or Receiver in insolvency of the Issuer as the case may be, and until such time as payment is made, will hold a sum equal to such amount in trust for the Issuer or, if applicable, the liquidator or Bond Trustees or Receiver.

15. Events of Default

15.1. If any of the Events of Default occur and is continuing, the Bond Trustees at their discretion shall, and if so requested in writing by Majority Bondholders or if so directed by an Extraordinary Resolution, give written Notice to the Issuer at its specified office that an Event of Default has occurred:

15.1.1. *Non-Payment*: default by the Issuer in the payment when due of the Redemption Amount, and the continuance of any such default for a period of 10 (ten) Business Days, in the case of the Principal Amount or fourteen (14) Business Days in the case of Coupon after the relevant Coupon Payment Date. The Issuer shall not be in default, however, if during the said ten (10) or fourteen (14) Business Days period (as the case may be), the Issuer satisfies the Bond Trustees that:

15.1.1.1. such sums (**Withheld Amounts**) were not paid (i) in order to comply with any fiscal or other law or regulation or with the order of any court of competent jurisdiction, in each case applicable to such payment, the Issuer, the Bond Trustees or the relevant Bondholder; or (ii) in case of doubt as to the validity or applicability of any such law, regulation or order, in accordance with advice as to such validity or applicability given at any time during the said period of fourteen (14) or ten (10) Business Days (as the case may be) by independent legal advisers acceptable to the Bond Trustees; or

15.1.1.2. Such Withheld Amounts were not paid pursuant to an agreement made in connection with Condition 15.1.1.1 above.

15.1.2. *Cross-Default*: If any financial indebtedness of the Issuer of a value exceeding [N1,000,000,000.00 (One Billion Naira)] (or its equivalent in any other currency) in aggregate (for the avoidance of doubt, any amounts being contested in good faith shall not be counted towards such value) is not paid when due or within ten (10) Business Days of: (i) its due date; or (ii) the end of any applicable period of grace, whichever is the later

15.1.3. *Breach of Other Obligations*: the Issuer does not perform or comply with any one or more of its other obligations under the Trust Deed, which default will affect the capacity of the Issuer to meet its payment obligations and which default has not been remedied for a period of 30 (thirty) days (or such longer period as the Bond Trustees may reasonably determine is not materially prejudicial to the interests of the Bondholders) after the date on which written Notice of such default requiring the Issuer to remedy the same shall have been given to the Issuer by the Bond Trustees (except

where such default is not, in the reasonable opinion of the Bond Trustees after consultation with the Issuer, capable of being remedied, in which case no such Notice as is mentioned above will be required); or

- 15.1.4. *Enforcement Proceedings*: a distress, attachment, execution or other legal process is levied on, or enforced against the whole or a material part of the property, assets or revenues of the Issuer, where the value of such property, assets or revenues is in excess of [N500,000,000.00 (Five Hundred Million Naira)] and such distress, attachment, execution or other legal process is not discharged or stayed within 90 (ninety) days of service by the relevant officer of the court of such attachment, execution or other legal process, or if there is an encumbrance or a Receiver is appointed over any material assets of the Issuer and such event is certified in writing by the Bond Trustees to be in their opinion materially prejudicial to the interests of the Bondholders. PROVIDED THAT the Issuer has filed good faith legal proceedings in the relevant court for application for dismissal within (10) Business Days of becoming aware of the Order or action;
- 15.1.5. *Seizure/Compulsory Acquisition of Assets*: if 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;
- 15.1.6. *Insolvency*: the Issuer is, or is deemed by law, or a court of competent jurisdiction to be unable to pay its debts as they fall due; or stops or suspends payment of a substantial part of its debts;
- 15.1.7. *Inability to Pay Debts*: the Issuer stops or suspends payment of a substantial part of its debts due to financial difficulties;
- 15.1.8. *Cessation of Business*: if the Issuer ceases to conduct all or substantially all of its business as it now conducts or changes all or substantially all of the nature of its business or merges or consolidates with any other entity without the prior written consent of the Bond Trustees;
- 15.1.9. *Material Adverse Change*: If a Material Adverse Change has occurred; and
- 15.1.10. *Obligations Unenforceable*: any of the Bonds or the Trust Deed is or becomes wholly or partly void, voidable or unenforceable.

16. Enforcement

At any time after the occurrence of an Event of Default which is continuing, the Bond Trustees may, in their discretion, institute proceedings and or take other actions against or in relation to the Issuer or any other person as it may think fit to enforce the obligations of the Issuer under the Bonds.

17. Proceeding Against the Issuer

Only the Bond Trustees may enforce the performance of the Issuer's obligations under this Deed. Subject to the provisions of CAMA, no Bondholder or a person claiming through a Bondholder shall be entitled to proceed directly against the Issuer to enforce the performance of any of the obligations under this Deed or any Series Trust Deed.

18. Taxation

All payments of principal, coupon and any other sum due in respect of the Bonds shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by or within the Federal Republic of Nigeria or any political subdivision or any Authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In that event, no additional amounts shall be paid to the Bondholders as a result thereof.

19. Prescription

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

20. Meetings of Bondholders

The rights and duties of the Bondholders in respect of attendance at meetings of Bond holders are set out in the Second Schedule (Provisions for Meetings of Bondholders). Decisions taken at Bondholders' meetings may only be exercised by the Bond Trustees in accordance with this Trust Deed or under these Conditions. For the avoidance of doubt, the Conditions of the Bond can only be amended with the consent of the Parties as that term is defined in this Trust Deed.

21. Governing Law and Dispute Resolution

21.1 This Deed and all rights and obligation arising therefrom shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria.

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

21.3 Any dispute which cannot be mutually resolved by the Parties shall be referred to Arbitration in accordance with the provisions of the Arbitration and Conciliation Act, Cap A18, LFN, 2004. The Arbitral Tribunal shall consist of three (3) Arbitrators. The Issuer and the Bond Trustees shall each appoint one (1) Arbitrator within five (5) Business Days of the referral of the dispute to arbitration. The two (2) Arbitrators so appointed shall appoint the third Arbitrator within five (5) Business Days of the request to appoint the third arbitrator. PROVIDED THAT if the first two (2) Arbitrators are unable to agree on a third arbitrator within two (2) weeks of the appointment of the second arbitrator, then such Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators UK (Nigeria Branch) on the application of any Party and when appointed, the third Arbitrator shall convene an Arbitrators' Meeting and act as Chairman of the same. The Arbitrators shall also have a maximum period of twenty-five (25) Business Days to resolve the dispute after the submission of final addresses by the Parties.

- 21.4 The seat of arbitration shall be Lagos, and the language of arbitration shall be English.

SCHEDULE TWO: PROVISIONS FOR MEETINGS OF BONDHOLDERS

For the avoidance of doubt, all references to "nominal amount" in this Second Schedule shall be read to mean "Principal Amount Outstanding" in the case of Bonds that are redeemable on an amortising basis.

1. Who may Convene Meetings

- 1.1. Either the Issuer, or Bond Trustees may at any time at their discretion convene a meeting or meetings of the Bondholders, or the Bondholders of a Series in accordance with the provisions of this Schedule to discuss and determine any matter affecting their interests. The meeting may be held: (a) at such place as the Bond Trustees, shall determine or approve in writing; or (b) via teleconference or other communication equipment, provided that all the Bondholders participating in the meeting are able to hear, and communicate with, each other.
- 1.2. The Bond Trustees shall on the requisition of Bondholders holding not less than one-tenth (1/10) of the nominal amount of the Bond, or in the case of a matter affecting the interests of any Series, not less than one-tenth (1/10) of the nominal amount of the Bonds under that Series; and upon being indemnified to its satisfaction against all reasonable costs and expenses to be incurred, convene a meeting or meetings of the Bondholders, or the Bondholders of that Series in accordance with the provisions of this Schedule to discuss and determine any matter affecting their interests. The meeting shall be held at a place the Bond Trustees determine or approve in writing.

2. Notice of Meetings

- 2.1 A Meeting shall be convened by the giving of at least fourteen (14) clear days written Notice to all Bondholders (specifying the Agenda of the Meeting), and the said Notice may 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 this Second Schedule.
- 2.2 A Meeting may be called after giving shorter Notice than that specified in paragraph 2.1 by obtaining the consent of Bondholders holding not less than sixty per cent (60%) of the nominal amount of the Bond, or if it is a matter affecting the interests of any Series, not less than sixty per cent (60%) of the nominal amount of the Bonds issued under that Series for the time being outstanding.

3 Content and Manner of Service of Notice

- 3.1 Every Notice of a Meeting shall specify the place and the day and hour of the Meeting and shall contain a statement of the business to be transacted and the terms of every Extraordinary Resolution to be proposed at the Meeting or state fully the effect on the Bondholders of the Resolution, if passed. Provided that there shall be annexed to every Notice convening a Meeting of the Bondholders, a statement setting out the material facts concerning each item of business and where any item of business

consists of granting approval to any document by the meeting, the time and place where the documents can be inspected shall be specified in the statement.

- 3.2 Notice of every meeting shall be given to:
 - 3.2.1 every Bondholder in the manner specified for the service of notices in Condition 13 of the Bond;
 - 3.2.2 Issuer when the meeting is convened by the Bond Trustees; and
 - 3.2.3 Bond Trustees when the meeting is convened by the Issuer.
- 3.3 The accidental omission to give notice to or the non-receipt of notice by any Bondholder or other person to whom it should be given or an error or omission in a notice with respect to the place, date, time or general nature of the business of a meeting shall not invalidate the proceedings of the meeting, unless the officer responsible for the error or omission acted in bad faith or failed to exercise due care and diligence, provided that in the case of accidental error or omission, the officer responsible shall effect the necessary correction before or during the meeting.

4 Quorum for Meeting

- 4.1 No businesses shall be transacted at any meeting unless the requisite quorum has been met and:
 - 4.1.1 The Bond Trustees are present when the meeting proceeds to business; or
 - 4.1.2 in the case of a meeting convened by the Issuer, the Issuer and the Bond Trustees are present when the meeting proceeds to business.
- 4.2 Any two (2) or more persons present or represented by proxy and holding at least three-fifth ($3/5$) of the nominal amount of the Bond, or if it is a matter affecting the interest of any series, any two (2) or more persons present or represented by proxy holding at least three-fifth ($3/5$) of the outstanding Bonds issued under the Series shall be a quorum for the meeting of the Bondholders.
- 4.3 Where the business of the meeting includes the consideration of an Extra Ordinary Resolution, the necessary quorum shall be two (2) or more persons present or represented by proxy and holding in aggregate at least three-fourth ($3/4$) of the nominal amount of the Bonds.
- 4.4 Where a meeting (whether a meeting to consider an ordinary resolution or an Extraordinary Resolution) is adjourned for lack of quorum, two or more persons present or represented by proxy and holding in aggregate not less than three-fifth ($3/5$) of the nominal amount of the Bonds shall remain the quorum for such a reconvened meeting.
- 4.5 If within half an hour from the time appointed for holding the meeting a quorum is not present, the meeting, if called upon by the requisition of the Bondholders, shall be dissolved. In any other case the meeting shall be adjourned to such day and time not being less than seven (7) days after and to such place as the Chairman may determine.
- 4.6 At least seven (7) days' notice of any adjourned meeting shall be given in the same manner as for an original meeting, but it shall not be necessary to specify in such

notice the business to be transacted at the adjourned meeting as the business of an adjourned meeting will be same as the original meeting.

5. Chairman of Meeting

The Bond Trustees shall in writing appoint their representative to be the Chairman (the "Chairman") at every meeting and if such nomination is not made or if at any meeting the person nominated is not present within fifteen (15) minutes after the time appointed for holding the meeting, the Bond Trustees may appoint a Bondholder present at the meeting to act as Chairman for that meeting.

6. Persons Entitled to Attend Meeting

The Bond Trustees, their lawyers and financial advisers and any director or officer of the Issuer (if invited by the Bond Trustees), and any other person authorised in that behalf by the Trustees may attend and speak at any meeting but shall not be entitled to vote at the meeting.

7. Evidence of Passing of Resolution

At any meeting a resolution, or any question put to the vote of the meeting shall be decided on a show of hands unless a poll is demanded in the manner subsequently mentioned, and unless a poll is so demanded, a declaration by the Chairman that on a show of hands the resolution has been carried either unanimously or by a particular majority or lost or not carried either unanimously or by a particular majority, and an entry to that effect in the books containing the minutes of the proceedings of the meeting, shall be conclusive evidence of that fact without proof of the number or proportion of the votes cast in favour of, or against such resolution.

8. Demand for Poll

8.1 Before or on the declaration of the result of the voting on any point or question on a show of hands, a poll may be ordered to be taken by the Chairman of the meeting on his own motion, and shall be ordered to be taken by him on demand made by the Bond Trustees or any Bondholder or his proxy having the right to vote on the resolution and present in person.

8.2 The demand for a poll may be withdrawn at any time by any person or persons who made the demand.

8.3 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

8.4 *Time of Taking Poll*

8.4.1 A poll demanded on a question of adjournment shall be taken immediately.

8.4.2 A poll demanded on any other question (other than a question relating to the election of a Chairman as provided for in section 5) shall be taken at once but where this is not practicable in this manner and at such time not being later than thirty (30) days from the time when the demand was made as the Chairman may direct.

9. Votes

On a show of hands every Bondholder who (being an individual) is present in person or by proxy or (being a body corporate) is present by its duly authorised representative shall have one vote, and on a poll every Bondholder who is present in person or by proxy shall have one (1) vote in respect of every Bond of which he is the holder. In the case of joint Bondholders the vote of the one named first in the Register who tenders a vote whether in person or by proxy shall be accepted to the exclusion of the votes of other joint holders.

10. Representatives of Corporate Bodies

Any corporate body which is a Bondholder may by writing under the hand of a duly authorised officer authorise such person as it thinks fit to act as its representative at any meeting of the Bondholders and the person so authorised shall be entitled to exercise the same powers on behalf of the body corporate which he represents as that body corporate could exercise if it were an individual Bondholder.

11. Proxies

11.1. The registered holder of the Bond or in case of joint holders the one named first in the Register shall be entitled to vote in respect of the Bond either in person or by proxy and in the latter case as if such joint holder was solely entitled to the Bond. A registered holder of the Bond shall be entitled to appoint another person (whether a Bondholder or not) as his proxy to attend and vote instead of himself.

11.2. In every notice calling a meeting of the Bondholders there shall appear with reasonable prominence a statement that a Bondholder entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of himself and that a proxy need not be a Bondholder.

11.3. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a notarized copy of the power of attorney or other authority, shall be deposited at such place as may be specified in the notice convening the meeting or if no place is so specified then at the office of the Bond Trustees, not less than forty-eight (48) hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or in the case of a poll not less than twenty-four (24) hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid.

11.4. The instrument appointing a proxy shall:

11.4.1. be an instrument in writing in English language and in usual common form or any other form as the Bond Trustees may approve; and

11.4.2. be signed by the appointing Bondholder or his attorney duly authorised in writing or if the appointing Bondholder is a body corporate be under its seal or be signed by an officer or any attorney duly authorised by it.

- 11.5. No instrument appointing a proxy shall be valid after the expiration of twelve (12) months from the date of its execution. An instrument appointing a proxy shall be deemed to confer authority to demand or to join in a demand for a poll.
- 11.6. Every Bondholder entitled to vote at a meeting of Bondholders or on any resolution to be moved at such meeting shall be entitled during a period commencing twenty-four (24) hours before the time fixed for the commencement of the meeting and ending with the conclusion of the meeting, to inspect by himself or through a duly authorised person the proxies lodged at any time during the business hours of the Bond Trustees, provided that not less than three (3) days' notice in writing of the intention to inspect is given to the Bond Trustees.
- 11.7. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of such death, insanity or revocation had been received by the Bond Trustees at its registered offices before the commencement of the meeting or adjourned meeting at which the proxy is used.

12. Entitlement of Bondholder to Vote Differently

On a poll taken at a meeting of Bondholders, a Bondholder entitled to more than one (1) vote, or his proxy or other person entitled to vote for him as the case may be are entitled to cast the votes of the Bondholder in different ways.

13. Scrutineers at Poll

- 13.1. Where a poll is to be taken, the Chairman of the meeting may appoint two (2) scrutineers to scrutinize the votes given on the poll and report to him.
- 13.2. The Chairman shall have power at any time before the result of the poll is declared to remove a scrutineer from office and to fill vacancies in the office of scrutineer arising from such removal or for any other cause.
- 13.3. Of the two (2) scrutineers appointed under this clause, one shall always be a Bondholder (not being an officer or employee of the Issuer) present at the meeting, provided that such a Bondholder is available and willing to be appointed.

14. Manner and Result of Poll

The Chairman of the meeting shall have power to regulate the manner in which a poll shall be taken.

15. Power to Adjourn Meeting

The Chairman of a meeting of the Bondholders may in case of a development requiring an adjournment, with the consent of (and shall if directed by) any such meeting at which a quorum is present, adjourn the same from time to time and from place to place, provided that no business shall be transacted at such adjourned meeting other than business which might lawfully have been transacted at the meeting from which the adjournment took place.

16. Casting Vote

In the case of equality of votes whether on a show of hands or a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote in addition to the votes to which he may be entitled as or on behalf of a Bondholder.

17. Chairman to be Sole Judge

The Chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting, and the Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.

18. Meaning of Ordinary and Extraordinary Resolution

18.1 *Extraordinary Resolution*

18.1.1 A resolution shall be deemed an Extraordinary Resolution if the same shall be passed by a majority consisting of not less than three-fourth (3/4) of the persons present and voting at the meeting upon a show of hands, or if a poll is demanded, by Bondholders holding not less than three-fourth (3/4) in value of the Bonds held by the Bondholders present or represented by proxies at the meeting.

18.2 *Ordinary Resolution*

An Ordinary Resolution means:

18.2.1 a resolution passed at a meeting duly convened and held in accordance with this Second Schedule by a majority consisting of not less than a simple majority of the Bondholders present or represented by proxies at the meeting and voting upon a show of hands;

18.2.2 where a poll is duly demanded in a meeting, the result of the poll shall be deemed to be an ordinary resolution if it has been passed by a majority consisting of not less than a simple majority in value of the total Bonds held by the Bondholders present or represented by proxies at the meeting;

18.2.3 a resolution in writing signed by or on behalf of the Bondholders of more than fifty percent (50%) of the nominal amount of the Bond which resolution may be contained in one document or in several documents in like form, each signed by the Bondholders holding more than fifty percent (50%) of the nominal amount of the Bond.

19. Power of the Bondholders' General Meeting

A meeting of the Bondholders shall have the following powers exercisable by an Extraordinary Resolution:

- (a) sanction the release of the Issuer from all or any part of the principal monies and any other sums owing upon the Bond;
- (b) sanction any modification or compromise or any agreements in respect of the rights of the Bondholders against the Issuer whether such rights shall arise under this Deed or otherwise;
- (c) assent to any modification of the provisions contained in the Programme Trust Deed proposed or agreed by the Issuer;

- (d) authorise and empower the Bond Trustees to concur in and execute and do all such Deeds, instruments, acts and things as may be necessary to carry out and give effect to any Extraordinary Resolution; or
- (e) give any release to the Bond Trustees in respect of anything done or omitted to be done by the Bond Trustees under this Deed before the giving of the release.

20. Resolution Binding

A resolution passed at a meeting of the Bondholders duly convened and held in accordance with this Deed shall be binding upon all the Bondholders whether present or not present at such meeting and whether or not voting, and each of the Bondholders shall be bound to give effect to such resolution accordingly, and the passing of the resolution shall be conclusive evidence that the circumstances justify the passing of the resolution, the intention being that it shall rest with the meeting to determine without appeal whether or not the circumstances justify the passing of such resolution. Notice of the result of any resolution duly considered by the Bondholders shall be published by the Bond Trustees (with the approval of the Issuer) within fourteen (14) days of such result being known, provided that the non-publication of the notice shall not invalidate the result.

21. Minutes

- 21.1. Minutes of all resolutions and proceedings at the meeting referenced above shall be made and duly entered in the minute book to be provided from time to time for that purpose by the Bond Trustees at the expense of the Issuer.
- 21.2. If the minutes of all meetings are signed by the Chairman of that meeting or by the Chairman of the next succeeding meeting of the Bondholders, such signature shall be conclusive evidence of the proceedings of the said meetings, and until the contrary is proved such meetings shall be deemed to have been duly held and convened, and all resolutions passed or proceedings at the meetings are taken to have been duly passed and taken.

22. Resolution in Writing

A Resolution in writing duly signed by the holders of a majority consisting of not less than three-fourth (3/4) of the holders of the Bonds for the time being outstanding, shall be as effective for all purposes as an Extraordinary Resolution duly passed at a meeting of the Bondholders. Such resolution in writing may be contained in one document or in several documents of like form duly signed by or on behalf of all of the Bondholders.

23. More than one series of Bonds

The following provisions shall apply where outstanding Bonds belong to more than one series:

- (a) a resolution which in the opinion of the Bond Trustees affects only one series of Bonds shall be deemed to have been duly passed if passed at a separate meeting of the holders of the Bonds of that series;
- (b) a resolution which in the opinion of the Bond Trustees affects more than one series of Bonds but does not give rise to a conflict of interest between the holder of Bonds

of one such series and the holders of Bonds of any other such series shall be deemed to have been duly passed if passed at separate meetings of the holders of the Bonds of each such series or at a single meeting of the holders of the Bonds of all such series, as the Bond Trustees shall in their absolute discretion determine;

- (c) a resolution which in the opinion of the Bond Trustees affects the Bonds of more than one series and gives rise to a conflict of interest between the holders of Bonds of one such series and the holders of Bonds of any other such series shall be deemed to have been duly passed if passed at separate meetings of the holders of the Bonds of each such series; and
- (d) the preceding paragraphs of this Schedule shall be applied, *mutatis mutandis* as if references to the Bonds and Bondholders were to the Bonds of the relevant Series and to the holders of such Bonds.

DRAFT

IN WITNESS WHEREOF the Parties have executed this Deed in the manner below on the day and year first above written

THE COMMON SEAL of the within named
BUA CEMENT PLC

Was affixed in the presence of:

DIRECTOR

DIRECTOR/SECRETARY

THE COMMON SEAL of the within named
STANBIC IBTC TRUSTEES LIMITED

Was affixed in the presence of:

DIRECTOR

DIRECTOR/SECRETARY

THE COMMON SEAL of the within named
CUSTODIAN TRUSTEES LIMITED

Was affixed in the presence of:

DIRECTOR

DIRECTOR/SECRETARY

THE COMMON SEAL of the within named
ARM TRUSTEES LIMITED

Was affixed in the presence of:

DIRECTOR

DIRECTOR/SECRETARY