



## FORTE OIL PLC

RC 4119

(INCORPORATED WITH LIMITED LIABILITY IN THE FEDERAL REPUBLIC OF NIGERIA)

# OFFER FOR SUBSCRIPTION OF ₦9,000,000,000 SERIES 1: 5 YEAR [●] FIXED RATE UNSECURED BONDS DUE 2021 UNDER A ₦50 BILLION BOND ISSUANCE PROGRAMME

**Issue Price: ₦1,000 per unit**  
**Payable in full on Application**

Application List Opens: [Day][Month], 2016  
Application List Closes: [Day][Month], 2016

This offering of 5-year [●]% Fixed Rate Bonds (the "Issue") is made through 100% firm Underwriting process wherein 100% of the Issue is offered to offered to and taken up by the Underwriters as defined under the Rules and Regulations of the Securities and Exchange Commission ("the SEC" or "the Commission").

The Series 1: 5-year [●]% Fixed Rate Bonds (the "Bonds") have been assigned an "A-" rating by Global Credit Rating Company Limited. The rating reflects an instrument that carries a high credit quality with good protection factors. A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating agency.

This Supplementary Shelf Prospectus ("Prospectus"), under which the Bonds are being offered must be read in conjunction with the accompanying Shelf Prospectus dated [●] (the "Shelf Prospectus") issued in relation to the ₦50 Billion Bond Issuance Programme (the "Programme") established by the Issuer pursuant to Rule 279 (3) of the Rules and Regulations of the Securities and Exchange Commission. Terms defined in the Shelf Prospectus have the same meanings in this Prospectus unless the context otherwise requires.

**THIS PROSPECTUS AND THE SECURITIES WHICH IT OFFERS HAVE BEEN CLEARED AND REGISTERED BY THE SEC.**

**THE INVESTMENT AND SECURITIES ACT NO 29 OF 2007 ("ISA") PROVIDES FOR CIVIL AND CRIMINAL LIABILITIES FOR THE ISSUE OF A PROSPECTUS WHICH CONTAINS FALSE OR MISLEADING INFORMATION. THE REGISTRATION OF THIS PROSPECTUS AND THE SECURITIES WHICH IT OFFERS DOES NOT RELIEVE THE PARTIES OF ANY LIABILITY ARISING UNDER THE ACT FOR FALSE OR MISLEADING STATEMENTS OR FOR ANY OMISSION OF A MATERIAL FACT. INVESTORS ARE ADVISED TO NOTE THAT LIABILITY FOR FALSE OR MISLEADING STATEMENTS OR ACTS MADE IN CONNECTION WITH THE PROSPECTUS IS PROVIDED IN SECTIONS 85 AND 86 OF THE ISA.**

**THE CLEARANCE OF THIS PROSPECTUS SHOULD NOT BE TAKEN TO INDICATE THAT THE SEC RECOMMENDS THE SECURITIES OFFERED HEREIN OR ASSUMES RESPONSIBILITY FOR THE CORRECTNESS OF ANY STATEMENT MADE OR OPINION OR REPORT EXPRESSED IN THIS PROSPECTUS.**

### LEAD ISSUING HOUSE



RC: 444999

### JOINT ISSUING HOUSES



RC:928966



RC: 466599



RC: 485600



RC 986761

**THIS PRICING SUPPLEMENT IS DATED [DAY][MONTH], 2016**

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## ABRIDGED TIMETABLE

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Date	Activity	Responsibility
[Day][Month], 2016	File Application for approval of prospectus with SEC	Issuing Houses
[Day][Month], 2016	Receive SEC approval and clearance to hold Signing Ceremony	Issuing Houses
[Day][Month], 2016	Hold Signing Ceremony	All Parties
[Day][Month], 2016	Application List Opens	Issuing Houses
[Day][Month], 2016	Application List Closes	Issuing Houses
[Day][Month], 2016	Forward Net Issue proceeds to the Issuer	Issuing Houses
[Day][Month], 2016	File Executed Offer Documents with SEC	Issuing Houses
[Day][Month], 2016	File Allotment Proposal and draft newspaper announcement with SEC	Issuing Houses
[Day][Month], 2016	Receive SEC clearance of Allotment Proposal	Issuing Houses
[Day][Month], 2016	Publish Allotment Announcement in at least two (2) national bodies	Issuing Houses
[Day][Month], 2016	Distribute Certificates/Credit Central Securities Clearing System ("CSCS") Accounts	Registrars
[Day][Month], 2016	Forward Declaration of Compliance to The Exchange	Stockbrokers
[Day][Month], 2016	Listing of the Bonds on FMDQ and NSE	Issuing Houses/Stockbrokers
[Day][Month], 2016	Post Offer Compliance	Issuing Houses

Important Notice: The dates given above are indicative only. Events in the timetable may be subject to adjustment

## PARTIES TO THE ISSUE

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<b>DIRECTORS AND COMPANY SECRETARY OF THE ISSUER</b>	
<b>FEMI OTEDOLA, CON</b> (CHAIRMAN) 1, WALTER CARRINGTON CRESCENT VICTORIA ISLAND LAGOS	<b>MR. AKIN AKINFEMIWA</b> (GROUP CHIEF EXECUTIVE OFFICER) 1, WALTER CARRINGTON CRESCENT VICTORIA ISLAND LAGOS
<b>MR. JULIUS OMODAYO-OWOTUGA</b> (GROUP CHIEF FINANCIAL OFFICER) 1, WALTER CARRINGTON CRESCENT VICTORIA ISLAND LAGOS	<b>MR. CHRISTOPHER ADEYEMI</b> (NON-EXECUTIVE) 1, WALTER CARRINGTON CRESCENT VICTORIA ISLAND LAGOS
<b>MR. PHILIP AKINOLA</b> (NON-EXECUTIVE) 1, WALTER CARRINGTON CRESCENT VICTORIA ISLAND LAGOS	<b>MR ANIL DUA</b> (NON-EXECUTIVE) 1, WALTER CARRINGTON CRESCENT VICTORIA ISLAND LAGOS
MR. AKINLEYE OLAGBENDE <b>(COMPANY SECRETARY)</b> 1, WALTER CARRINGTON CRESCENT VICTORIA ISLAND LAGOS	

<b>LEAD ISSUING HOUSE</b>	
<b>UNITED CAPITAL PLC</b> 12TH FLOOR, UBA HOUSE 57 MARINA LAGOS	
<b>JOINT-ISSUING HOUSES</b>	
<b>BOSTON ADVISORY LIMITED</b> 28B AWORI ROAD, DOLPHIN ESTATE IKOYI LAGOS	<b>PLANET CAPITAL LIMITED</b> 3RD FLOOR ST PETER'S HOUSE 3 AJELE STREET OFF BROAD ST LAGOS
<b>FBN CAPITAL LIMITED</b> 16, KEFFI STREET S. W. IKOYI LAGOS	<b>VETIVA CAPITAL MANAGEMENT LIMITED</b> PLOT 266B, KOFO ABAYOMI STREET VICTORIA ISLAND LAGOS
<b>UNDERWRITERS</b>	
<b>UNITED CAPITAL PLC</b> 12TH FLOOR, UBA HOUSE 57 MARINA LAGOS	<b>FBN CAPITAL LIMITED</b> 16, KEFFI STREET S. W. IKOYI LAGOS
<b>BOSTON ADVISORY LIMITED</b> 28B AWORI ROAD, DOLPHIN ESTATE IKOYI LAGOS	<b>PLANET CAPITAL LIMITED</b> 3RD FLOOR ST PETER'S HOUSE 3 AJELE STREET OFF BROAD ST. LAGOS.
<b>VETIVA CAPITAL MANAGEMENT LIMITED</b> PLOT 266B, KOFO ABAYOMI STREET VICTORIA ISLAND LAGOS	
<b>JOINT TRUSTEES</b>	
<b>ARM TRUSTEES LIMITED</b> 1 MEKUNWEN ROAD OFF OYINKAN ABAYOMI DRIVE, IKOYI LAGOS	<b>UNITED CAPITAL TRUSTEES</b> UBA HOUSE 12TH FLOOR 57 MARINA LAGOS, NIGERIA
<b>FBN TRUSTEES LIMITED</b> 16, KEFFI STREET OFF AWOLOWO ROAD IKOYI S.W LAGOS	<b>UNION TRUSTEES LIMITED</b> 2 DAVIS STREET 1 <sup>ST</sup> FLOOR MARINA LAGOS, NIGERIA
<b>VETIVA TRUSTEES LIMITED</b> PLOT 266B, KOFO ABAYOMI STREET VICTORIA ISLAND LAGOS	
<b>SOLICITORS TO THE ISSUE</b>	<b>SOLICITORS TO THE TRUSTEES</b>

**PARTIES TO THE ISSUE**

<b>OLANIWUN AJAYI</b> THE ADUNOLA PLOT L2 BANANA ISLAND IKOYI, LAGOS	<b>AKINDELANO LEGAL PRACTITIONERS</b> 21 MILITARY STREET, ONIKAN LAGOS
<b>REGISTRARS TO THE ISSUE</b>	<b>RATING AGENCY</b>
<b>VERITAS REGISTRARS LIMITED</b> PLOT 89A, AJOSE-ADEOGUN STREET, VICTORIA ISLAND, LAGOS	<b>GLOBAL CREDIT RATING (GCR) Co.</b> 17TH FLOOR, NEW AFRICA HOUSE 31, MARINA LAGOS
<b>STOCKBROKERS</b>	
<b>NIGERIAN INTERNATIONAL SECURITIES LTD</b> 3 ALHAJI KANIKE STREET OFF AWOLOWO ROAD SOUTH-WEST IKOYI LAGOS	<b>ENTERPRISE STOCKBROKERS PLC</b> 7 NORMAN WILLIAMS STREET OFF KEFFI STREET IKOYI LAGOS
<b>UNITED CAPITAL SECURITIES LIMITED</b> 12 <sup>TH</sup> FLOOR, UBA HOUSE 57 MARINA LAGOS	
<b>AUDITORS</b>	<b>REPORTING ACCOUNTANTS</b>
<b>PKF PROFESSIONAL SERVICES</b> PKF HOUSE 205A IKORODU ROAD OBANIKORO LAGOS, NIGERIA	<b>IJEWERE AND CO</b> 100/110 LEWIS STREET (1 <sup>ST</sup> FLOOR) LAGOS ISLAND LAGOS

## SUMMARY OF THE OFFER

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

<b>Issuer:</b>	Forte Oil Plc ("Forte Oil" or "the Company")																							
<b>Description of the Bonds:</b>	5-year [●]% Fixed Rate Senior Unsecured Bonds due 2021																							
<b>Issue Size/Principal Amount:</b>	₦9,000,000,000																							
<b>Series Number:</b>	1																							
<b>Par Value:</b>	₦1,000.00																							
<b>Allotment Date</b>	[●], 2016																							
<b>Issue Price:</b>	100% at Par																							
<b>Tenor:</b>	5 years																							
<b>Coupon:</b>	5-Year FGN +200bps																							
<b>Lead Issuing House/ Underwriter:</b>	United Capital Plc																							
<b>Joint-Issuing Houses/Underwriters:</b>	Boston Advisory Limited, FBN Capital Limited, Planet Capital Limited, Vetiva Capital Management Limited																							
<b>Maturity Date:</b>	[Day],[Month] 2021, being the fifth anniversary of the Allotment Date																							
<b>Coupon Frequency:</b>	Semi-annual, and payable in arrears on [Day],[Month] and [Day],[Month] of each year up to and including the Maturity Date																							
<b>Coupon Commencement Date:</b>	Coupon shall accrue from the Allotment Date																							
<b>Underwriting:</b>	<p>The Series 1 Bonds shall be 100% firmly underwritten by the Underwriters as follows:</p> <table border="1"> <thead> <tr> <th>Name of Underwriter</th> <th>Amount Underwritten(₦)</th> <th>%</th> </tr> </thead> <tbody> <tr> <td>Boston Advisory Limited</td> <td>850,000,000</td> <td>9.4%</td> </tr> <tr> <td>Planet Capital Limited</td> <td>1,000,000,000</td> <td>11.1%</td> </tr> <tr> <td>United Capital Plc</td> <td>6,150,000,000</td> <td>68.3%</td> </tr> <tr> <td>Vetiva Capital Management Limited</td> <td>500,000,000</td> <td>5.6%</td> </tr> <tr> <td>FBN Capital Limited</td> <td>500,000,000</td> <td>5.6%</td> </tr> <tr> <td><b>TOTAL</b></td> <td><b>9,000,000,000</b></td> <td><b>100%</b></td> </tr> </tbody> </table>			Name of Underwriter	Amount Underwritten(₦)	%	Boston Advisory Limited	850,000,000	9.4%	Planet Capital Limited	1,000,000,000	11.1%	United Capital Plc	6,150,000,000	68.3%	Vetiva Capital Management Limited	500,000,000	5.6%	FBN Capital Limited	500,000,000	5.6%	<b>TOTAL</b>	<b>9,000,000,000</b>	<b>100%</b>
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Vetiva Capital Management Limited	500,000,000	5.6%																						
FBN Capital Limited	500,000,000	5.6%																						
<b>TOTAL</b>	<b>9,000,000,000</b>	<b>100%</b>																						

<b>Redemption:</b>	The Bond is an amortising Bond with the repayment of the principal amount to be made in arrears in accordance with the following repayment schedule reflecting moratorium of one year on the principal:		
	<b>Principal Repayment Milestones</b>	<b>% of Principal Amount</b>	<b>Actual Principal Amount Repaid (N'000)</b>
	Day],[Month] 2017	0%	0
	Day],[Month] 2017	0%	0
	Day],[Month] 2018	9%	839,523
	Day],[Month] 2018	10%	907,701
	Day],[Month] 2019	11%	982,586
	Day],[Month] 2019	12%	1,063,650
	Day],[Month] 2020	13%	1,151,401
	Day],[Month] 2020	14%	1,246,391
	Day],[Month] 2021	15%	1,349,219
	Day],[Month] 2021	16%	1,460,526
<b>TOTAL</b>	<b>100%</b>	<b>9,000,000</b>	
<b>Source of Repayment:</b>	The Bonds shall be redeemed from the Company's operating cash-flows		
<b>Method of Distribution:</b>	Offer for Subscription		
<b>Minimum Subscription Amount:</b>	Minimum of ₦10,000,000 and multiples of ₦1,000,000 thereafter		
<b>Business Day Convention:</b>	Where the day on which a payment is due to be made is not a Business Day, that payment shall be effected on or by the next succeeding Business Day unless that succeeding business day falls in a different month in which case payment shall be made on or by the immediately preceding Business Day.		
<b>Day Count Fraction:</b>	Actual/Actual (actual number of days in a Month and actual number of days in a Year)		
<b>Use of Proceeds:</b>	After the deduction of the costs and expenses of the Issue, which are estimated at ₦423.9million, representing 4.71% of the gross issue proceed, the net proceeds will be utilized as follows:		
	<b>Purpose</b>	<b>Amount (N)</b>	<b>% of Net proceeds</b>
	To refinance existing commercial bank loan obligations	6,003,261,999	70.00%
	To finance the Company's retail outlet expansion strategy	2,572,826,571	30.00%
	<b>Total</b>	<b>8,576,088,570</b>	<b>100%</b>
<b>Estimate Cost of Issue:</b>	<b>Item</b>	<b>Amount (N)</b>	<b>Percentage (%)</b>
	Cost of Issue	176,411,430	1.96%
	Underwriting Fee	247,500,000	2.75%
	<b>Total</b>	<b>423,911,430</b>	<b>4.71%</b>



**SUMMARY OF THE OFFER**

<b>Status:</b>	The Bonds are direct, unconditional, senior, unsecured obligations of the Issuer and rank pari passu without any preference among themselves and at least pari passu with all other existing senior, unsecured obligations of the Issuer from time to time outstanding except for obligations mandatorily preferred by law applying to companies generally as provided for in the Series 1 Trust Deed.
<b>Form of Bonds/Transferability:</b>	The Bonds will be issued in registered form and be freely transferable in accordance with the provisions of the Series 1 Trust Deed. The Bonds may be initially represented by a certificate(s). Where the Bonds are represented by certificates, the certificate(s) will be authenticated by the Registrar and may be dematerialised and held in electronic book entry form at the CSCS depository.
<b>Taxation:</b>	<p>Income earned from the Bonds is exempt from tax imposed under the PITA by virtue of the PIT Amendment Act. The income earned from the Bonds is exempt from tax imposed under the CITA by virtue of the Companies Income Tax (Exemption of Bonds and Short Term Government Securities) Order 2011, effective 2nd of January 2012. This exemption is for a period of ten (10) years from the date of the Order.</p> <p>The proceeds from the disposal of the Bonds are exempt from tax imposed under the VAT Act by virtue of the Value Added Tax (Exemption of the Proceeds of the Disposal of Government and Corporate Securities) Order 2011, commencing from 2nd of January 2012. This exemption is for a period of ten (10) years from the date of the Order.</p> <p>Transactions with respect to these bonds are exempt of Commissions on Stock Exchange Transactions by virtue of the Value Added Tax (Exemption of Commissions on Stock Exchange Transactions) Order , 2014, commencing from 25<sup>th</sup> July, 2014. This exemption is for a period of five (5) years from the date of commencement of this order.</p>
<b>Grossing Up:</b>	All amounts payable under the Bonds will be paid in full without set-off or counterclaim or other restrictions and free and clear of and without any deductions or withholding for or on account of any taxes or any charges or otherwise.
<b>PENCOM Compliance:</b>	The Bond qualifies as securities in which Pension Fund Assets can be invested under the Pensions Reforms Act 2014 and also qualifies as securities in which Trustees may invest under the Trustees Investment Act, Cap T22, LFN, 2004.
<b>Listing:</b>	FMDQ OTC Platform and NSE
<b>Issuer Rating:</b>	The Issuer has an <b>A-</b> long-term national rating and <b>A1-</b> short-term national rating from Global Credit Rating Company (GCR).

<p><b>Issue Rating:</b></p>	<p>The Bonds have been assigned a rating of <b>A-</b> by Global Credit Rating Company. Please refer to the section on “<i>Bonds Rating</i>” on page 21 of this Prospectus. A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating agency.</p>
<p><b>Financial Covenants:</b></p>	<p>For as long as the Bonds remain outstanding, the Issuer will be subject to the following financial covenants:</p> <ol style="list-style-type: none"> <li>1. Restriction on disposals of the Issuer assets beyond ₦5 billion without the consent of the Bondholders;</li> <li>2. Debt Service Reserve Account to be held by the Trustees and funded on a monthly basis from the Issuer’s operating cash flow from which coupon payments and periodic repayment obligations will be met.</li> <li>3. Restriction on additional financial indebtedness above ₦5 billion without the consent of the Bondholders;</li> <li>4. The Issuer shall notify the Bondholders in the event that it wishes to acquire any company/business/assets if the amount of the acquisition cost (when aggregated with the cost of any other acquisition during that financial year) exceeds ₦5 billion;</li> <li>5. The Issuer shall till the maturity of the Bonds maintain the following financial covenants: <ul style="list-style-type: none"> <li>▪ Debt to Equity Ratio equal to or less than 3:1 (i.e. Debt:Equity);</li> <li>▪ Maximum Net Debt to EBITDA of 3.0X; and</li> <li>▪ Minimum Debt Service Cover Ratio of 1.5X.</li> </ul> </li> </ol> <p>The Trustee shall on a quarterly basis, ensure that the financial covenants stated above are strictly adhered to by the Issuer.</p>
<p><b>Events of Default:</b></p>	<p>Events of Default will include but will not be limited to the following:</p> <ol style="list-style-type: none"> <li>(a) Default by the Issuer in any payment when due and payable;</li> <li>(b) Material default by the Issuer in its performance of any of the affirmative undertakings;</li> <li>(c) Inaccuracy of any of the material representations made by the Issuer;</li> <li>(d) Breach of any one or more of the obligations of the Issuer under the Trust Deed or in relation to the Bonds, which breach is incapable of remedy or is not in the opinion of the Trustee remedied within 15 days after notice of such default shall have been given to the Issuer by the Trustee; Provided that where the breach arises from a Force Majeure Event and the Issuer is unable to resolve the Force Majeure Event (and therefore perform its obligations) within the fifteen (15) day grace period provided herein, the Trustee may at its reasonable discretion, upon receipt of a legal opinion from the Issuer’s counsel that such Force Majeure Event can be remedied within a reasonable period or such other period as the Trustee may determine, extend the grace period.</li> <li>(e) Material Adverse Condition in business/financial condition of Issuer that could reasonably be expected to affect the ability of</li> </ol>

	<p>the Issuer to meet its obligations to Bondholders; and</p> <p>(f) Bankruptcy, liquidation and insolvency of the Issuer.</p>
<b>Force Majeure Event:</b>	<p>In the context of the Bonds, a Force Majeure Event shall include such acts but not limited to acts of God, acts of war, revolution, civil commotion, strikes, fires, floods, earthquake, destructive lightning, epidemic or other circumstances which are beyond the reasonable control of the Issuer and which it could not have reasonably foreseen and guarded against and which by exercise of reasonable care and diligence, it is unable to prevent.</p>
<b>Remedies:</b>	<p>If an Event of Default occurs, the Trustee may, subject as provided in the Trust Deed, give notice to the Issuer that the Bonds are, and they shall accordingly forthwith become, immediately due and repayable at their principal amount together with accrued interest.</p>
<b>Indebtedness:</b>	<p>As at 31 December 2015, Forte Oil has no indebtedness other than in its ordinary course of its business.</p>
<b>Negative Pledge:</b>	<p>The Issuer will not directly or indirectly create or have outstanding any mortgage, charge, lien, pledge, encumbrance or other security interest (each a Security Interest), other than Permitted Security Interests, upon, or with respect to, any of its present or future business, undertaking, assets or revenues (including any uncalled capital) to secure any Indebtedness, unless, at the same time or prior thereto, the Issuer's obligations under the Bonds and the Trust Deed. For avoidance of doubt, Permitted Security Interest shall only include all security interests preceding the Programme and those subsequently created with the prior consent of the majority Bondholders:</p> <ul style="list-style-type: none"> <li>a) are secured by the Security Interest equally and rateably with the Indebtedness to the satisfaction of the Trustee; or</li> <li>b) such other Security Interest or other arrangement on substantially identical terms as the Security Interest (whether or not it includes the giving of a Security Interest) is provided either             <ul style="list-style-type: none"> <li>i. as the Trustee shall in its absolute discretion deem not materially less beneficial to the interests of Bondholders; or</li> <li>ii. as is approved by a resolution duly passed by a majority of not less than 66<sup>2/3</sup>% of the votes cast thereon of the Bondholders at a duly convened Bondholders meeting.</li> </ul> </li> </ul>

<p><b>Claims and Litigation:</b></p>	<p>As at 25<sup>th</sup> August 2016:</p> <p><i>“The total amount claimed in the cases instituted against Forte Oil PLC comes to ₦2,048,015,486.23 (Two Billion, Forty Eight Million, Fifteen Thousand, Four Hundred and Eighty-Six Nigerian Naira Twenty Three Kobo).</i></p> <p><i>In the opinion of the Solicitor to the Issue therefore, the total contingent liability of Forte Oil PLC as it relates to all the nine suits is the aggregate sums of ₦2,048,015,486.23 (Two Billion, Forty Eight Million, Fifteen Thousand, Four Hundred and Eighty-Six Nigerian Naira Twenty Three Kobo).</i></p> <p><i>The Solicitors to the Issue are of the opinion that Forte Oil PLC’s liability in the event of an unfavourable resolution of the disputes against it is unlikely to be more than the aggregate sums stated above plus any interests on judgment sums (which are exclusive of these aggregate sums), as awarded by the courts”.</i></p> <p><i>The Directors of the Company are not aware of any pending and/or threatened claims or litigation other than those contained in the list of the Company’s claims and litigation and are of the opinion that none of these cases is likely to have a material adverse effect on the Company or the Offer.</i></p>
<p><b>Governing Law:</b></p>	<p>The laws of the Federal Republic of Nigeria.</p>
<p><b>Material Contracts:</b></p>	<p>The following agreements have been entered into and are considered material to this Programme:</p> <ul style="list-style-type: none"> <li>▪ A Series 1 Trust Deed dated [●] between Forte Oil plc on the one part and the Trustees on the other part by which the latter have agreed to act as Trustees to the sinking fund to be established in connection with the ₦9 Billion Bond Issuance Programme.</li> <li>▪ A Vending Agreement dated [●] between Forte Oil plc on the one part and the Issuing Houses on the other part by which the latter have agreed to act as Issuing Houses to the sinking fund to be established in connection with the ₦9 Billion Bond Issuance Programme</li> <li>▪ An underwriting Agreement dated [●] between Forte Oil plc on the one part and the Underwriters on the other part by which the latter have agreed to act as Underwriters to the sinking fund to be established in connection with the ₦9 Billion Bond Issuance Programme</li> </ul>

### **History of the Company**

Forte Oil Plc ("Forte Oil" or the "Company") was incorporated on 11 December 1964 as British Petroleum. It became African Petroleum through the nationalization policy of the Federal Government of Nigeria in 1979. The Company changed its name to Forte Oil Plc in December 2010 upon restructuring and rebranding. The major shareholders are Zenon Petroleum and Gas Company Limited and Thames Investment Incorporated. The Company has three subsidiaries African Petroleum Oilfield Services Limited (APOS) in Nigeria, AP Oil and Gas Ghana Limited and Amperion Power Distribution Company

Forte Oil Plc is an indigenous petroleum marketing company in Nigeria, listed on the NSE. The Company is a major marketer of refined petroleum products with a strong presence in the thirty-six states of Nigeria and Abuja and is considered a major player in the downstream sector of the Nigerian oil and gas sector. Forte Oil provides to its consumers a wide range of products from the oil value chain including;

- PMS
- AGO
- Aviation fuel
- Kerosene
- Commercial Gas
- LPG

In addition, Forte Oil Plc sells a wide range of lubricants manufactured from its lubricating oil blending plant in Apapa, Lagos. The plant is capable of producing up to 50,000 metric tons of about 100 different grades of lubricating oil annually for use with various automobiles and machines.

### **Subsidiaries**

**African Petroleum Oilfield Services Limited (APOS):** Incorporated in 2003, APOS specializes in supply of Well Production Chemicals and Drilling/Completion Fluids to major multinational and indigenous oil companies in the upstream sector such as SNEPCO, Total, ExxonMobil, Saipem, Addax, MI Nigeria, Moni Pulo, Agip, SPDC, etc. APOS also has a sustainable technical partnership agreement with M-I Production Technologies (MI-PT) a subsidiary of MI SWACO.

**AP Oil and Gas Ghana Limited (APOG):** APOG commenced operations in July 2008 with a single outlet and a few industrial customers in its pursuit of the African dream of a transnational oil company and the integration of regional businesses. Today, APOG has grown to a viable energy company with its head office within the Accra Business District and a network of 8 retail outlets. AP Ghana has put in place lube blending arrangement with the Tema Lube Oil Company to sustain constant supply of Forte Oil quality engine oils to the Ghanaian market.

**Amperion Power Distribution Company Limited (Amperion Power):** Amperion Power is the power generation arm of Forte Oil PLC which just completed the acquisition of a majority stake in the 414MW Geregu Power plant located in Kogi State of Nigeria, under the government-led privatization programme in the power sector. The Geregu Power Plant was commissioned in 2007 with three Siemens V94.2 open cycle gas turbine power generation units totalling 414MW of installed capacity. The three operational units namely GT11, GT12, and GT13 have a rated capacity of 138MW each. The station is supplied gas from two pipelines, a 24-inch wide old pipeline and 36-inch wide 136 KM long new pipeline from the Natural Gas Treatment Plant. These are able to satisfy the fuel requirements of 3 units running on a full load of 414MW.

**Forte Oil's Group Structure**

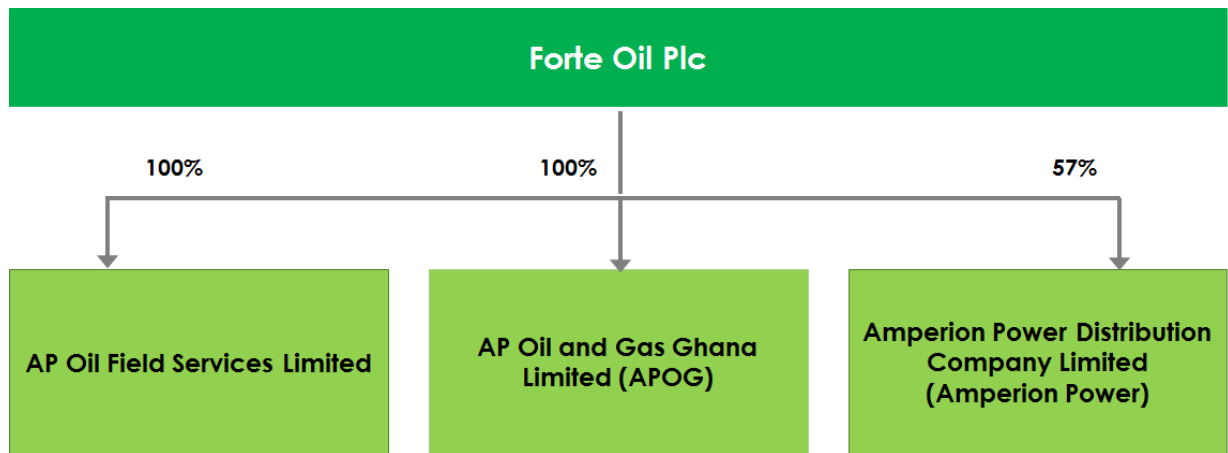


Figure: Forte Oil Group Structure

This document is important and you are advised to carefully read and understand its contents. If you are in any doubt about its contents or the action to take, kindly consult your Stockbroker, Accountant, Banker, Solicitor or any other professional adviser for guidance immediately. For information concerning certain Risk Factors which should be considered by prospective investors please refer to section on "Risk Factors" commencing on Pages 126 to 129 of the Shelf Prospectus.

## THE ISSUE

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This Prospectus is a supplement to the Shelf Prospectus dated [Day][Month] issued by the Company in respect of its ₦50,000,000,000 Medium Term Bond Programme and it should be read in conjunction with the Shelf Prospectus.

A decision to invest in the Series 1 Bonds should be based on consideration by the prospective investor, of this Prospectus and the Shelf Prospectus in addition to any documents incorporated by reference therein as a whole.

Save as disclosed in this Prospectus, there has been no other significant new factor, material mistake or inaccuracy relating to information included in the Shelf Prospectus since the publication of the Shelf Prospectus.

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### LEAD ISSUING HOUSE



### JOINT ISSUING HOUSES



On behalf of



FORTE OIL PLC

RC 4119

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### Offer for Subscription

and is authorised to receive applications for

**₦9,000,000,000**

**5-YEAR [●]%**

**FIXED RATE SENIOR UNSECURED BONDS**

**DUE [DAY][MONTH] 2021**

**Issued At Par**

**BEING SERIES 1 ISSUED UNDER THE**

**₦50 BILLION MEDIUM TERM BOND PROGRAMME**

The Application List opens and closes on [Day][Month], 2016

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## **TERMS AND CONDITIONS OF THE BONDS**

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The offering of ₦9,000,000,000 in Aggregate Amount of [●%] Fixed Rate Unsecured Bonds due 2021 (the "Series 1 Bonds") of Forte Oil Plc (the "Issuer") are constituted by a Series 1 Trust Deed dated the \_\_\_\_ day of \_\_\_\_\_ 2016 (such Deed as amended and/or supplemented and/or restated from time to time, the "Series 1 Trust Deed") made between the Issuer, ARM Trustees Limited, FBN Trustees Limited, United Capital Trustees Limited, Union Trustees Limited and Vetiva Trustees Limited (together called the "Trustee" which expression shall include their successors-in-title and assigns) as Trustee for the holders of the Series 1 Bonds (the "Series 1 Bondholders" as more particularly defined in the Trust Deed).

The statements in these Terms and Conditions include summaries of, and are also subject to, the detailed provisions of and definitions in the Series 1 Trust Deed and the Programme Trust Deed dated the \_\_\_\_ day of \_\_\_\_\_ 2016 (the "Programme Trust Deed"). The Series 1 Bondholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Programme Trust Deed and the Series 1 Trust Deed.

### **CONDITION 1**

#### **FORM, TITLE AND STATUS**

##### **i. Form**

- a. The Bond shall be issued in registered form and dematerialised and held in electronic book entry form at the CSCS in denominations of ₦1000.00 (One Thousand Naira).
- b. A Bondholder may however elect to receive a Certificate covering the amount of his beneficial interest in the Bonds PROVIDED THAT joint Bondholders shall be entitled to only one Certificate in respect of the Bonds jointly held by them which Certificate shall be delivered to that one of the joint Bondholders whose name stands first in the Register and the delivery of a Certificate to one of such persons shall be deemed to be sufficient delivery to all.

##### **ii. Title**

Title to the Bonds passes only by registration of the instrument of transfer in the Register. The Bondholder of any Bond issued under this Series whose details are entered into the Register will (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest or any writing) and no person will be liable for so treating the Bondholder.

##### **iii. Status of the Bonds**

- a. The Bonds shall constitute direct, unconditional and senior obligations of the Issuer and shall at all times rank pari passu and without any preference among themselves.
- b. The payment obligations of the Issuer in respect of principal and Coupon shall save for such obligations as may be preferred by applicable legislation relating to creditor's rights, at all times rank at least equally with all other senior and unsecured indebtedness and obligations of the Issuer, present and future.



- c. The Bonds qualify as securities in which Trustees may invest under the Trustees Investment Act CAP t22, LFN 2004 and securities in which Pension Fund Administrators may invest under the Pension Reform Act, CAP P4, LFN 2004.

### **CONDITION 2**

#### **PAYMENTS**

##### **i. Repayment**

- a. There shall be a moratorium on the payment of principal for the first one (1) year. During the first one (1) year, the Series 1 Bonds shall only pay Coupon semi-annually in arrears. After this initial one (1) year period, the principal and Coupon shall be paid till maturity in accordance with this Deed and the Trust Deed or on the declaration of an Event of Default or on such earlier date as the Trustees declare that the Series 1 Bonds have immediately become payable
- b. The Coupon rate applicable to the Bonds in relation to the principal amount shall be a fixed rate determined by the yield (as at the Closing Date) of the Federal Government of Nigeria January 2022 bond plus 2.00% margin based on the Issuer's credit rating of A-
- c. Coupon shall be payable on the dates stated in the table in the Third Schedule below.
- d. The Coupon shall be calculated on the basis of the actual number of days in a month/actual number of days in a year.
- e. The provisions of Condition 2 of the Fourth Schedule (Payments) of the Trust Deed will apply mutatis mutandis to the Series 1 Bonds.

##### **ii. Debt Service Reserve Account**

- a. The Issuer shall establish a Debt Service Reserve Account ("DSRA") in a Nigerian Bank acceptable to the Trustees in respect of the Series 1 Bonds. The DSRA shall be in the name of the Trustees and shall be held, administered and maintained by the Trustees for the benefit of the Bondholders.
- b. The Issuer shall make payments into the DSRA which shall form part of the trust Assets. The Issuer shall irrevocably authorise its chief financial officer or any officer for the time being in charge of the finances of the Issuer to deduct, as a first charge on the Issuer's cash flows and to place to the credit of the DSRA on or before the 10<sup>th</sup> day of every month, a minimum of ₦ [.] from the funds of the Issuer.
- c. The sums credited to the DSRA shall be applied by the Trustees towards the payment of Coupon, part-principal, premium (if any) and the redemption of a specific Series of Bonds issued under the Programme PROVIDED THAT the Trustees at their discretion may ask the Issuer to increase the amount being credited to the DSRA if, in their reasonable opinion, the amount being credited to the account is not sufficient to meet Coupon and principal repayment due on the Bonds at any time.
- d. Any moneys standing to the credit of the DSRA may, at the discretion of the Trustees, be invested by the Trustees in accordance with prudent investment standards in Permitted Investments PROVIDED that the maturity date or date on which such Permitted Investments

## **TERMS AND CONDITIONS OF THE BONDS**

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shall be redeemed shall coincide as closely as possible to the date on which such funds shall be required for the purposes hereof.

- e. The Trustees shall not be liable for making any investment authorized by the provisions of this Deed or from any loss resulting from such investments except such loss arises as a result of the gross negligence or wilful misconduct of the Trustees PROVIDED that where such gross negligence or wilful misconduct arises from the acts or omissions of only one or some of the Trustees, the obligation to indemnify the Bondholders shall be on the Trustee(s) whose acts or omissions were deemed negligent.

### **CONDITION 3**

#### **REDEMPTION, PURCHASE AND CANCELLATION**

##### **i. Redemption**

- a) Unless previously redeemed, purchased and cancelled, the Bonds shall be fully redeemed at its final Redemption Amount (which, unless otherwise provided in respect of the Bonds, is its nominal amount outstanding) at the Maturity Date specified hereof.
- b) The Bonds may be partially redeemed in instalments on each Coupon Payment Date at the Redemption Amount specified in the Series 1 Supplementary Prospectus/Pricing Supplement whereupon the Redemption Amount shall reduce the Principal Amount outstanding of such Bond on each Coupon Payment Date until fully redeemed at the Maturity Date.
- c) The proceeds of such redemption shall be credited to the bank account of the Bondholder by the Registrar acting on behalf of the Issuer and the Trustees. Where the Bondholder does not specify a bank account, redemption warrants shall be sent by registered post to the address of record of such Bondholder at the risk of such Bondholder and in the case of joint Bondholders, to the address of the joint Bondholder who is named first in the Register.

##### **ii. Purchase Of Bond By The Issuer**

The Issuer and any of its subsidiaries may at any time and from time to time purchase any part of the Bonds through the market or by tender (available to all Bondholders alike) but not otherwise.

##### **iii. Cancellation of Bonds**

Any part of the Bonds redeemed or purchased shall be cancelled and the Issuer shall not keep such Bonds valid for the purpose of re-issue.

### **CONDITION 4**

#### **NEGATIVE PLEDGE**

The provision of Clause 13 (Negative Pledge) of the Series 1 Trust Deed is hereby incorporated in relation to this Trust Deed.

### **CONDITION 5**

#### **TRANSFERS**

- a. Transfers of the Bond shall be effected in accordance with the procedures governing transfers in the Trust Deed and the rules governing the electronic transfer of securities held by the CSCS.

## **TERMS AND CONDITIONS OF THE BONDS**

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- b. Upon a transfer of Bonds, the Registrar shall update the Register and the registration of any transfer shall be effected by the Registrar without any charge save for the payment of any fee imposed by law.

### **CONDITION 6** **TRANSMISSION**

- a. In the case of the death of a Bondholder, the survivor or survivors 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 recognised by the Issuer as having any title to such Bond.
- b. Any person becoming entitled to any Bond in consequence of the death, bankruptcy, winding-up or dissolution of the Bondholder may, upon producing such evidence of his title as the Issuer or the Registrar shall think sufficient, be registered himself as the holder of the Bond, or instead of being so registered, may make such transfer of the Bonds subject to the conditions as to transfer. The Issuer shall be at liberty to retain the Coupon payable on any Bond which any person is entitled to transfer until such person shall be registered or duly transfer the same as aforesaid

### **CONDITION 7** **RECEIPTS FOR MONEY PAID**

Notwithstanding Condition 9 below, if several persons are entered in the Register as joint holders of any Bond, then the receipt of any of such persons for any Coupon or principal or other money payable on or in respect of such Bond shall be as effective a discharge to the Issuer and the Trustee as if the person signing such receipt were the sole registered holder of such Bond.

### **CONDITION 8** **EVENTS OF DEFAULT**

The Events of Default set out in Clause 14 of the Trust Deed are hereby incorporated and shall, except to the extent revised by the terms hereof, remain in force and shall be binding on the Parties.

### **CONDITION 9** **NOTICES**

The provision of Condition 11 (Notices) of the Trust Deed will apply to the notices in connection with the Bonds.

### **CONDITION 10** **OBLIGATIONS AND UNDERTAKINGS OF THE ISSUER**

The provisions of Clause 11 (Obligations and Undertakings of the Issuer) of the Trust Deed are hereby incorporated and the Issuer agrees to perform same in relation to this Deed.

### **CONDITION 11** **MEETINGS OF BONDHOLDERS**

The rights and duties of the Bondholders in respect of attendance at meetings of Bondholders are set out in the Second Schedule of the Trust Deed (Provisions for Meetings of Bondholders).

## USE OF PROCEEDS

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The net proceeds after the deduction of the costs and expenses of the Issue, which are estimated at ~~€~~423.9million, representing 4.71% of the gross Issue proceeds be utilized as follows:

Purpose	Amount (€)	% of Net proceeds	Estimated completion period
To refinance existing commercial bank loan obligations	6,003,261,999	70.00%	Immediately
To finance the Company's retail outlet expansion strategy	2,572,826,571	30.00%	In 12 months
<b>Total</b>	<b>8,576,088,570</b>	<b>100%</b>	

## Forte Oil Plc

## Nigeria Corporate Bond Analysis

June 2016

Security class	Rating scale	Rating	Rating outlook	Expiry date
Issuer - Long term	National	A-(NG)	Stable	June 2017
Issuer - Short term	National	A1-(NG)		June 2017
Series 1 Fixed Rate Bonds: Up to N10bn	National	A-(NG) <sup>#</sup>	Stable	December 2016

## Key Transaction counterparties:

Issuer: Forte Oil Plc ("Forte", "FO", or the "Group")  
 Auditors: PKF professional services  
 Reporting Accountants: Ijewere and Co  
 Joint Trustees: ARM Trustees Ltd., United Capital Trustees Ltd., FBN Trustees Ltd., Vetiva Trustees Ltd., Union Trustees Ltd.  
 Solicitors to the Trustees: Akindelano Legal Practitioners  
 Solicitors to the Offer: Olaniwun Ajayi  
 Lead Issuing House: United Capital Plc  
 Joint Issuing Houses: FBN Capital Ltd., Planet Capital Ltd., Boston Advisory Ltd., Vetiva Capital Management Ltd.  
 Registrar: Veritas Registrars Ltd.  
 Stockbrokers: Nigerian International Securities Ltd., Enterprise Stockbrokers Plc, United Capital Securities Ltd.  
 Receiving Banks: First Bank of Nigeria Limited  
 Key Documentation: Draft Trust Deed, Draft Shelf Prospectus, Draft Series 1 Trust Deed, Draft Series 1 Pricing Supplement.

## Summary of Transaction:

Asset class	Senior unsecured, negative pledge applicable
Programme size	N50bn
Series 1 Bond	Up to N10bn
Tenor	5 years
Legal maturity date	2021
Fully underwritten by Issuing houses	
Negative pledge applicable	
Interest Basis	Fixed: TBD and paid semi-annually
Principal payment frequency	
Series 1 Bond	Paid semi-annually, following the expiration of a 12-month moratorium period.

## Related methodologies/research:

Criteria for rating Corporate entities, updated February 2016, Forte Oil Plc Issuer rating report, June 2016  
 Glossary of terms/ratios, February 2016

## GCR contacts:

Primary Analyst:  
 Adekemi Adebambo  
 Senior Analyst  
 adekemi@globalratings.net

## Committee Chairperson

Dave King  
 king@globalratings.net

Analyst location: Lagos, Nigeria  
 +23 41 462-2545

Website: <http://www.globalratings.com.ng>

## Summary rating rationale

- Forte Oil Plc ranks amongst the top three players in the Nigerian downstream petroleum industry. Its position is supported by long history of operations, significant assets across the value chain, strong relationships with suppliers, experienced management team and an extensive distribution and retail network.
- The Programme Trust Deed features a negative pledge and other covenants to protect the interest of bondholders. Global Credit Rating Company Limited ("GCR") has taken cognisance of the cash collection mechanism through the Debt Service Reserve Account. While this offers some short term protection, it would only delay a default on the Bonds, not prevent it. Thus, its features are not sufficient to warrant a notching up of the Bond rating.
- As the Series 1 Bonds will be senior unsecured obligation of the Issuer, the Bonds will bear the same rating as the Issuer, and any change in the rating assigned to the Issuer will directly affect the Bond rating. Forte was assigned an A-(NG) rating in June 2016.
- Improved business efficiency, streamlined product procurement processes and increased focus on higher margin products led to an improvement in gross margin from 7.5% in F11 to 14.7% in F15 (F14: 10.9%). As a result, gross profit of N18.4bn in F15, was largely in line with that of F14, despite a 27% reduction in revenue to N124.6bn. Operating margin has also improved from a negative margin in F11 to 5% in F15 (F14: 4.5%), edging higher to 6.8% in the 3-month period to March 2016 ("1Q F16").
- Ensuring sufficient funding facilities are available to cover fuel imports, and managing down the interest cost, are essential to ensuring Forte's business can operate profitably. To this end, Forte maintains credit facilities with four Nigerian banks, with a global credit facility limit above N60bn indicating adequate funding facilities to meet expected working capital requirements. The net proceeds from the proposed Series 1 Bond Issue will be applied towards refinancing expensive short term debt and retail outlet expansion.
- Supported by significant enhancement in equity base, net gearing declined from a peak of 122% at FYE12 to 54% at 1Q F16 (FYE15: 57%). Similarly, net debt to EBITDA has improved considerably from 611% at FYE13, to 207% at 1Q F16 (FYE15: 295%), on the back of firmer earnings and lower debt.
- In light of increased pump prices, relatively inelastic and sharply rising demand for petroleum products in Nigeria, revenue is anticipated to jump to N299bn in F16 (28% CAGR over the 5-year forecast period), and operating profit to N25.7bn. However, the weakness in the Naira value and scarcity of foreign currency present some risks to budget attainment.

<sup>#</sup> The indicative public rating is premised on the Senior Unsecured status of the Bonds. Should the status of the Bonds differ from that initially contemplated, this could impact the final rating accorded. The final rating will be accorded upon receipt of satisfactorily signed and executed transaction documents.

Nigeria Corporate Bond Analysis | Public Credit Rating

## **APPENDIX 1: PROCEDURE FOR APPLICATION AND ALLOTMENT**

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### **A. APPLICATION**

1. Qualified Institutional investors are hereby invited to participate in the Issue through any of the Issuing Houses.
2. Application for the Bonds now being offered must be made in accordance with the instructions set out on the back of the Application Form. Care must be taken to follow these instructions, as applications which do not comply will be rejected.
3. The Application List for the Bonds now being offered opens on [Day][Month], 2016 and will close on [Day][Month], 2016. Applications must be for a minimum of 10,000 registered Bonds of ₦1,000 each, representing an aggregate value of ₦10,000,000 and in integral multiples of 1,000 registered Bonds thereafter, representing an aggregate value of ₦1,000,000
4. The subscription currency for the Issue is the Nigerian Naira (₦).
5. The applicant should make only one application, whether in his own name, or in the name of a nominee. Multiple or suspected multiple applications will be rejected.
6. Applicants should complete the Application Form as appropriate. A corporate applicant should affix its seal in the box provided for this purpose and state its incorporation (RC) Number or in the case of a corporate foreign subscriber, its appropriate identification number in the jurisdiction in which it is constituted.
7. All applicants are required to indicate their bank account details in the space provided on the Application Form for the purposes of Coupon and principal e-payments.
8. Each duly completed Application should be forwarded ONLY to the Issuing Houses listed in this Prospectus together with evidence of Bank transfer in an amount equivalent to the aggregate number of bonds applied for. All bank commissions and transfer charges must be prepaid by the applicant. All cheques and bank drafts will be presented upon receipt and all applications in respect of which cheques or bank drafts are returned unpaid will be rejected.

### **B. ALLOTMENT**

Forte Oil Plc and the Issuing Houses reserve the right to accept or reject any application in whole or in part for not complying with the terms and conditions of the Issue. All irregular or suspected multiple applications will be rejected. The allotment proposal will be subject to the clearance of the Commission. Any investor who prefers the issue of the Bonds in dematerialized form should specify the details of his/her Stockbroking firm, CHN and CSCS account in the space provided on the Application Form. The CSCS account shall be credited within 7(Seven) business days from the date of obtaining the approval of the Basis of Allotment from the Commission while Certificates in respect of allotted Bonds will be sent by registered post not later than 15(fifteen) Business days from the Allotment date to investors who prefer certificates.

### **C. APPLICATION MONIES**

All application monies will be transferred to the Issuer on an offer opening date. If any application is not accepted, or is accepted for fewer Bonds, than the number applied for, a crossed cheque for the full amount or the balance of the amount paid (as the case may be) plus interest will be returned by registered post within 5(five) Business Days of allotment by the Registrar. Where monies are not sent within the stipulated 5 Business Days, accrued interest will be paid to the affected applicants at the prevailing Monetary Policy Rate plus a margin of 5% i.e. MPR+5%.

**APPENDIX 2: APPLICATION FORM**



**FORTE OIL PLC**

RC 4119

Offers for Subscription

**₦9,000,000,000 SERIES 1 [●].00% FIXED RATE UNSECURED BONDS DUE 2021  
UNDER A ₦50 BILLION DEBT ISSUANCE PROGRAMME**

**ISSUED AT PAR AT ₦1,000 PER UNIT  
PAYABLE IN FULL ON APPLICATION**

Application List Opening Date [Day] [Month], 2016
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Application List Closing Date [Day] [Month], 2016
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**LEAD ISSUING HOUSE/ UNDERWRITER**



RC444999

**JOINT ISSUING HOUSES/UNDERWRITERS**



RC928966



RC466599



**VETIVA**

RC: 485600



RC 986761

Orders must be made in accordance with the instructions set out in this Prospectus. Care must be taken to follow these instructions as applications that do not comply may be rejected. If you are in any doubt, please consult your Stockbroker, Accountant, Banker, Solicitor or any professional adviser for guidance.

Please complete all relevant sections of this Form USING BLOCK LETTERS WHERE APPLICABLE															
PARTICIPANT STATUS (PLEASE TICK <input type="checkbox"/> )		DATE (DD/MM/YYYY)						CONTROL NO. (FOR REGISTRARS' USE ONLY)							
<input type="checkbox"/>	High Net worth Investors			/											
<input type="checkbox"/>	Fund Managers	<p style="text-align: center;"><b>DECLARATION</b></p> <p>I/We hereby confirm that I am/we are qualified persons to participate in this Bond Issue in accordance with applicable SEC Rules and Regulations.</p> <p>I/We confirm that I/we have read the Prospectus dated <b>[Day], [Month], 2016</b> and that my/our Order(s) is/are made on the terms set therein</p> <p>I/we hereby irrevocably undertake and confirm my/our Order(s) for the Bonds equivalent to my/our Participation Amount(s) set out below at the fixed Coupon Rate</p> <p>I/We authorise you to enter my/our name on the Register of Holders as holders of the Bonds that may be allotted to me/us and to register my/our address as given below</p> <p>I/We authorise the Issuer to make the necessary changes in the Prospectus for filing of the Final Prospectus with the SEC without intimation to me/us and use this Commitment Form as the Application Form for the purpose of this Issue.</p> <p>I/We note that the Issuer and the Issuing Houses are entitled in their absolute discretion to accept or reject this Order.</p> <p>I/We agree to accept the Participation Amount as may be allocated to me/us subject to the terms in this Prospectus</p>													
<input type="checkbox"/>	Pension Fund Administrators														
<input type="checkbox"/>	Insurance Companies														
<input type="checkbox"/>	Investment/Unit Trusts														
<input type="checkbox"/>	Multilateral/Bilateral Inst.														
<input type="checkbox"/>	Market Makers														
<input type="checkbox"/>	Staff Schemes														
<input type="checkbox"/>	Trustees/Custodians														
<input type="checkbox"/>	Stock-broking Firms														
<input type="checkbox"/>	Resident Corporate Investors														
<input type="checkbox"/>	Non-Resident Investors														
<input type="checkbox"/>	Hedge Funds														
<input type="checkbox"/>	Banks														

**PARTICIPANT DETAILS (INDIVIDUAL/CORPORATE/JOINT)** (Please use one box for one alphabet leaving one box blank between first word and second)

Participants have to make orders on the Commitment Form and such orders shall not be considered as multiple applications. All orders must be for a minimum amount of ₦10 million (Ten million Naira) and in multiples of ₦1 million thereafter.

**ORDER**

PARTICIPATION AMOUNT (minimum amount of ₦10 million and in multiples of ₦ 1 million thereafter)											COUPON RATE	
<b>IN FIGURES</b>	₦											
<b>IN WORDS</b>												

**SURNAME/CORPORATE NAME**

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**FIRST NAME (FOR INDIVIDUALS ONLY)**

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**OTHER NAMES (FOR INDIVIDUALS ONLY)**

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**JOINT APPLICANT'S FIRST NAME (IF APPLICABLE)**

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**OTHER NAMES (FOR JOINT APPLICANT ONLY)**

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**CONTACT PERSON (FOR CORPORATE APPLICANT)/ NEXT OF KIN (FOR INDIVIDUAL APPLICANT)**



ADDRESS IN FULL (PLEASE DO NOT REPEAT APPLICANT(S) NAME). POST BOX NO. ALONE IS NOT SUFFICIENT																			
												TEL.							
CITY					STATE					E-MAIL									

**ALLOTMENT PREFERENCE:**

Please tick  in the box to indicate allotment preference – CERTIFICATE / ELECTRONIC (BOOK ENTRY)

**E-ALLOTMENT DETAILS (FOR BOOK-ENTRY ALLOTMENTS ONLY)**

Please credit my/our CSCS Account as detailed below to the extent of the Bonds allotted:

PARTICIPANT'S CSCS Account No:  CHN (CLEARING HOUSE NUMBER):

NAME OF STOCKBROKING FIRM:

**BANK DETAILS (FOR E-PAYMENTS)**

BANK NAME											BRANCH			
ACCOUNT NO:											CITY/STATE			

**SIGNATURES**

SIGNATURES	2ND SIGNATURE (CORPORATE/JOINT)	OFFICIAL SEAL/RC. NO.
NAME OF AUTHORISED SIGNATORY <i>(Corporate only)</i>	NAME OF AUTHORISED SIGNATORY <i>(Corporate/Joint):</i>	
DESIGNATION <i>(Corporate only):</i>	DESIGNATION <i>(Corporate only):</i>	

**STAMP OF SELLING GROUP MEMBER**

(ISSUER/ISSUING HOUSES/STOCKBROKERS TO THE ISSUE ONLY)