THIS DOCUMENT IS IMPORTANT AND SHOULD BE READ CAREFULLY.

YOU ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS PROSPECTUS. BEFORE SUBSCRIBING, FOR GUIDANCE, PLEASE CONSULT YOUR STOCKBROKER, SOLICITOR, BANKER OR INDEPENDENT INVESTMENT ADVISER, REGISTERED BY THE SECURITIES & EXCHANGE COMMISSION ("SEC" OR "THE COMMISSION"). INVESTING IN THIS OFFER INVOLVES RISKS. FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS, SEE "RISK FACTORS" COMMENCING ON PAGE 54 OF THIS PROSPECTUS

EAT & GO FINANCE SPV PLC RC 1567102

(Incorporated as a Special Purpose Vehicle by Eat 'N' Go Limited)

₦15,000,000,000 BOND ISSUANCE PROGRAMME

FOR THE ISSUANCE OF BONDS WITH MATURITIES OF 7 YEARS.

THIS SHELF PROSPECTUS HAS BEEN ISSUED IN COMPLIANCE WITH THE RULES AND REGULATIONS OF THE SECURITIES AND EXCHANGE COMMISSION ("SEC" OR THE "COMMISSION") AND CONTAINS PARTICULARS IN COMPLIANCE WITH THE REQUIREMENTS OF THE COMMISSION FOR THE PURPOSE OF GIVING INFORMATION WITH REGARDS TO THE PROGRAMME.

THIS SHELF PROSPECTUS IS TO BE READ AND CONSTRUED IN CONJUCTION WITH ANY SUPPLEMENT THERETO AND ALL DOCUMENTS WHICH ARE INCORPORATED HEREIN, BY REFERENCE AND, IN RELATION TO ANY TRANCHES OR SERIES (AS DEFINED HEREIN) OF INSTRUMENTS, TOGETHER WITH THE APPLICABLE PRICING SUPPLEMENT. THIS SHELF PROSPECTUS SHALL BE READ AND CONSTRUED ON THE BASIS THAT SUCH DOCUMENTS ARE INCORPORATED HEREIN AND FORM PART OF THIS SHELF PROSPECTUS.

THIS SHELF PROSPECTUS AND THE SECURITIES THAT IT OFFERS HAVE BEEN REGISTERED BY THE COMMISSION. IT IS A CIVIL WRONG AND CRIMINAL OFFENCE UNDER THE INVESTMENTS & SECURITIES ACT (NO. 29 OF 2007) TO ISSUE A PROSPECTUS WHICH CONTAINS FALSE OR MISLEADING INFORMATION. THE CLEARANCE AND REGISTRATION OF THIS PROSPECTUS AND THE SECURITIES WHICH IT OFFERS DOES NOT RELIEVE THE PARTIES FROM ANY LIABILITY ARISING UNDER THE ACT FOR FALSE AND MISLEADING STATEMENTS CONTAINED HEREIN OR FOR ANY OMISSION OF A MATERIAL FACT.

THE REGISTRATION OF THE SHELF PROSPECTUS AND ANY APPLICABLE PRICING SUPPLEMENT THEREAFTER DOES NOT IN ANY WAY WHATSOEVER SUGGEST THAT THE SECURITIES & EXCHANGE COMMISSION ENDORSES OR RECOMMENDS THE SECURITIES OR ASSUMES RESPONSIBILITY FOR THE CORRECTNESS OF ANY STATEMENT MADE OR OPINION OR REPORT EXPRESSED THEREIN.

THIS PROSPECTUS HAS BEEN APPROVED BY THE MEMBERS OF THE BOARD OF DIRECTORS OF EAT & GO FINANCE SPV PLC AND THEY JOINTLY AND INDIVIDUALLY ACCEPT FULL RESPONSIBILITY FOR THE ACCURACY OF ALL INFORMATION GIVEN AND CONFIRM THAT, AFTER FHAVING MADE INQUIRIES WHICH ARE REASONABLE IN THE CIRCUMSTANCES AND TO THE BEST OF THEIR KNOWLEDGE AND BELIEF, THERE ARE NO OTHER FACTS, THE OMISSION OF WHICH WOULD MAKE ANY STATEMENT HEREIN MISLEADING.

INVESTORS ARE ADVISED TO NOTE THAT LIABILITY FOR FALSE OR MISLEADING STATEMENTS OR ACTS MADE IN CONNECTION WITH THIS SHELF PROSPECTUS IS PROVIDED IN SECTIONS 85 AND 86 OF THE INVESTMENTS & SECURITIES ACT 2007.

THIS SHELF PROSPECTUS IS VALID UNTIL 2022.

LEAD ISSUING HOUSE/BOOK RUNNER:	JOINT ISSUING HOUSE/BOOK RUNNER:
STANBIC IBTC CAPITAL LIMITED RC: 1031358	CHAPEL HILL DENHAM ADVISORY LIMITED RC: 1381308

THIS SHELF PROSPECTUS IS DATED THE 17TH DAY OF DECEMBER, 2019

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

www.sec.gov.ng www.eatngo-africa.com

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1. IMPORTANT NOTICES

This Shelf Prospectus has been prepared on behalf of Eat & Go Finance SPV Plc in connection with its ₦15, 000,000,000 Bond Issuance Programme for the purpose of giving information to prospective investors in respect of the Bonds described herein. The SEC has cleared and registered this Prospectus and the securities that it offers.

The Board of Directors of each of the Issuer and the Sponsor accept full responsibility for the information contained in this Shelf Prospectus. The Board of Directors confirms (having taken all reasonable care to ensure that is the case) that the information contained in this Shelf Prospectus is in accordance with the Rules and Regulations of the Commission.

No person has been authorised to give any information or to make any representation not contained in or not consistent with this Shelf Prospectus or any other information supplied in connection with the Programme and, if given or made, such information must not be relied upon as having been authorised by either the Issuer, or any of the parties to the Programme.

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

Each prospective investor contemplating purchasing any Bonds should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness of the Issuer and the Sponsor. Neither this Shelf Prospectus nor any other information supplied in connection with the Issue or the Bonds constitutes an offer or invitation by or on behalf of the Issuer, the Sponsor, any of the Issuing Houses or the Trustee to any person to subscribe for or to purchase the Bonds.

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

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

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

The distribution of this Shelf Prospectus and the offer or sale of Bonds may be restricted by law in certain jurisdictions. Persons into whose possession this Shelf Prospectus or any Bonds come must inform themselves about and observe any such restrictions. In particular, there are restrictions on the distribution of this Prospectus and the offer or sale of Bonds in the United States of America, the United Kingdom and certain other jurisdictions. The Issuer does not represent that this Shelf Prospectus may be lawfully distributed, or that any Bonds may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available there under, nor does it assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer which would permit a public offering of any Bonds or distribution of this document in any jurisdiction where action for that purpose is required. Accordingly, no Bonds may be offered or sold, directly or indirectly, and neither this Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable law and regulations.

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

2. DEFINITION OF TERMS

"Applicable Pricing Supplement"	The document(s) to be issued pursuant to the Shelf Prospectus which shall provide final terms and conditions of a specific Series of Debt Securities issued under the Programme and read in conjunction with the Shelf Prospectus.
"Auditor"	PricewaterhouseCoopers (PwC), or any successor auditor which may be appointed in future
"Agusto"	Agusto & Co. Limited
"Board" or "Directors"	Board of Directors of the Company
"Bonds"	The registered bonds issued by the Issuer from time to time under the Programme with aggregate value not exceeding ₦15,000,000,000.
"Bond Issuance Programme" or the "Programme"	The ₦15,000,000,000 Bond Issuance Programme being undertaken by the Issuer as described in this Shelf Prospectus, pursuant to which the Company may issue series and/or tranches of Bonds from time to time, provided however that the aggregate value does not exceed ₦15,000,000,000
"Bondholder"	Any registered owner or beneficial owner of Bond units to be issued under the Programme.
"Book Building"	A process of price and demand discovery through which a Book Runner seeks to determine the price at which securities should be issued, based on the demand from Qualified Institutional Investor and High Net Worth Individuals.
"Book Runner(s)"	The Issuing House(s) duly appointed by the Issuer to manage the order book in respect of the Bonds being sold by way of Book Building
"Business Day"	Any day except Saturdays, Sundays and public holidays declared by the Federal Government of Nigeria on which banks are open for business in Lagos, Nigeria
"CAC"	Corporate Affairs Commission
"CBN"	Central Bank of Nigeria
"CHD" or "Chapel Hill Denham"	Chapel Hill Denham Advisory Limited
"CIT"	Companies Income Tax
"CITA"	Companies Income Tax Act Cap C21, LFN, 2004 (as amended by the Companies Income Tax (Amendment Act No. 11 of 2007)
"CGT"	Capital Gains Tax
"Conditions" or "Terms and Conditions"	Terms and conditions in accordance with which the Bonds will be issued, set out in the section headed "Terms and Conditions of the Bonds" in this Prospectus, the Programme Trust Deed and the relevant Series Trust Deed
"Coupon"	The interest payable to Bondholders as specified in the Applicable Pricing Supplement

"Coupon Determination Date"	The date falling no later than two Business Days prior to the Coupon Payment Date on which the Trustee determines the interest rate applicable on a Bond (other than Fixed Rate Bonds and Zero-Coupon Bonds) for that Interest Period
"Coupon Payment Date"	The date on which coupon is to be paid to Bondholders as specified in the Applicable Pricing Supplement
"CSCS" or the "Clearing System"	Central Securities Clearing Systems Plc
"Daily Official List"	The publication of The Nigerian Stock Exchange, published daily, detailing price movements and information on all securities quoted on the Exchange
"Daily Quotations List"	The publication of the FMDQ OTC, published daily, providing information on all securities quoted on its Exchange
"Debt Securities"	Registered bonds to be issued under the Programme by the Issuer
"DMO"	Debt Management Office
"ENG" or the or the "Eat 'N' Go" or the "Sponsor"	Eat 'N' Go Limited
"Event of Default"	All such events of default as are defined under the Programme Trust Deed
"Exchange"	The FMDQ OTC or the NSE or any other securities exchange recognised by the Commission
"Federal Government" or "FGN"	Federal Government of Nigeria
"FIRS"	Federal Inland Revenue Service
"Fixed Rate"	The rate of interest payable in respect of Fixed Rate Bonds
"Fixed Rate Bonds"	Bonds in respect of which interest is to be calculated and paid on a fixed rate basis and will not change during the life of the Bonds
"Floating Rate"	The rate of interest payable in respect of Floating Rate Bonds
"Floating Rate Bonds"	Bonds in respect of which interest is to be calculated and paid in a floating rate basis in accordance with a variable benchmark rate as prescribed in the Applicable Pricing Supplement
"FMDQ" or "FMDQ OTC"	FMDQ Securities Exchange Plc
"FRCoN"	Financial Reporting Council of Nigeria
"GCR"	Global Credit Rating Agency
"High Net Worth Individual or HNI"	As defined in Rule 321 of the SEC Rules, an individual investor with a minimum net worth of ₦300,000,000 (Three hundred million Naira) (excluding real assets such as automobiles, homes and furniture)
"IASB"	International Accounting Standards Board
"Interest Period"	Interest Period as defined in the Programme Trust Deed

"IFRS"	International Financial Reporting Standards
"Instruments"	Any registered Bond issued by the Issuer under the Bond Issuance Programme
"Intercompany Bond"	The bond issued by the Sponsor and purchased by the Issuer with the net proceeds of the Bonds issue on the terms contemplated in the MIBPA
"ISA"	Investments and Securities Act (No 29 of 2007)
"Issue Date"	The date on which a Bond is issued and when accrual of the interest on the Bond commences
"Issue Price"	The price at which a Bond is issued as specified in the Applicable Pricing Supplement
"Issuer", the "Company" or "ENG Finance SPV"	Eat & Go Finance SPV Plc
"Issuing Houses"	Stanbic IBTC Capital Limited, Chapel Hill Advisory Denham Limited and any other person that may be appointed as an Issuing House
"Joint Issuing House/ Book Runner"	Chapel Hill Denham Advisory Limited and any other person that may be appointed as a Joint Issuing House/ Book Runner
"Lead Issuing House /Book Runner" or "Stanbic IBTC"	Stanbic IBTC Capital Limited
"LFN"	Laws of the Federation of Nigeria 2004
"MIBPA"	The Master Intercompany Bonds Purchase Agreement dated on or about the 17TH day of December 2019, among Eat 'N' Go Limited; the Issuer, and Stanbic IBTC Trustees Limited under which ENG issues the Intercompany Bonds to the Issuer
"Naira", "NGN" or "₦"	The Nigerian Naira
"NBS"	National Bureau of Statistics
"Nigeria"	The Federal Republic of Nigeria, and the term "Nigerian" shall be construed accordingly
"NSE"	The Nigerian Stock Exchange
"OTC"	Over-the-counter
"PIT"	Personal Income Tax
"PITA"	Personal Income Tax Act Cap, P8, LFN 2004 (as amended by the Personal Income Tax (Amendment) Act No. 20 of 2011)
"Principal Amount"	The nominal amount of each Bond, as specified in the Applicable Pricing Supplement
"Professional Parties"	Professionals engaged by the Issuer to advise on the establishment of the Bond Issuance Programme and the issuance of Bonds thereunder
"Qualified Institutional Investor"	As defined in Rule 321 of SEC Rules, Institutional purchasers of securities, including Fund Managers, Pension Fund Administrators, Insurance Companies, Investment/Unit Trusts, Multilateral and Bilateral Institutions, Registered and/or Verifiable PE funds and

	Hedge Funds, Market Makers, Staff Schemes, Trustees/Custodians, and Stock Broking Firms
“QSR”	Quick Service Restaurant
“Rating Agencies”	Agusto, GCR or any other rating agency that may be appointed
“Record Date”	The date on which the list of holders of the Bonds is extracted from the Register for the purposes of making Coupon payments
“Receiving Bank”	Stanbic IBTC Bank PLC
“Redemption Amount”	The aggregate Principal Amount outstanding in respect of a series of Bonds on the Maturity Date as specified in the Applicable Pricing Supplement
“Register”	The Bond register kept at the specified office of the Registrar into which shall be entered the names and addresses of each Bondholder and the particulars, transfers and redemption of the Bonds held by each Bondholder for the relevant Series
“Registrar”	Africa Prudential Registrars PLC or any other person so appointed by the Issuer
“Reporting Accountant”	Ernst & Young (“**EY**”) or any other person that may be appointed as Reporting Accountant
“Reverse Floating Rate”	Bonds in respect of which interest is calculated to have an inverse relationship to the referenced benchmark rate
“SEC Rules” or “Rules and Regulations”	The Rules and Regulations of the Securities & Exchange Commission (2013) issued pursuant to ISA as may be amended from time to time
“SEC” or “The Commission”	Securities & Exchange Commission
“Series”	Tranche of Bonds together with any further Tranche or Tranches of Bonds which are: - expressed to be consolidated and form a single series and - are identical in all respects (including as to listing) except for their respective Issue Dates, Coupon Payment Dates and/or Issue Prices
‘’Series Trust Deed”	A Deed supplementing or modifying the provisions of the Programme Trust Deed entered into by the Issuer, Sponsor and the Trustee with regards to a specific Series and empowering the Trustee to hold, administer and manage the applicable assets
“Shelf Prospectus” or “Prospectus”	This Prospectus that Eat & Go Finance SPV Plc has filed in accordance with the Rules and Regulations, which contains details of the Bond Issuance Programme
“The Constitution”	The Constitution of the Federal Republic of Nigeria 1999 (as amended)
“Tranche”	Bonds which are identical in all respects
“Transaction Documents”	The Shelf Prospectus, Pricing Supplement, the Trust Deeds and all related documents
“Trust Deed” or “Programme Trust Deed”	The programme trust deed entered into by the Issuer, Sponsor and the Trustee by which the Bond Issuance Programme is constituted

"Trust Deeds"	The Programme Trust Deed and the Series Trust Deed(s)
"Trustee"	Stanbic IBTC Trustees Limited which is granted fiduciary power by the Issuer to enforce the terms and conditions of the Bond Issuance Programme
"Validity Period"	A period expiring three (3) years from the date of SEC approval of this Shelf Prospectus, during which, bonds may be issued under the Programme
"VAT"	Value Added Tax
"WHT"	Withholding Tax as provided for in section 78(2) of CITA
"Zero Coupon Bond"	A Bond issued at a discount to its face value

3. DECLARATION BY THE ISSUER

EAT & GO FINANCE SPV PLC RC 157102

19th March 2019

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

Dear Sir

Eat & Go Finance SPV PLC ₦15 Billion Bond Issuance Programme and subsequent Issuance of Notes under the Programme

This Shelf Prospectus has been prepared by the Issuing Houses on behalf of Eat & Go Finance SPV PLC (the "Issuer") with a view to providing a description of the relevant aspects of the Issuer's business in connection with the establishment of a ₦15 billion Bond Issuance Programme (the "**Programme**").

We hereby make the following declarations in respect of the Programme:

1. we confirm that the information contained in this Shelf Prospectus is, to the best of our knowledge, in accordance with the facts and contains no omission likely to affect its import;

2. there has been no significant change in the financial condition, or material adverse change in the prospects of the Issuer since the date of the document;

3. the Issuer is not in breach of any terms and conditions in respect of borrowed monies, which would result in the occurrence of an event of default and an immediate recall of such borrowed monies during the 12 (twelve) months preceding the date of the Shelf Prospectus; and

4. no prosecution has been commenced against the Issuer during the 12 (twelve) calendar months immediately preceding in respect of any breach or contravention of any securities of the Companies and Allied Matters Act Chapter C20, Laws of the federation of Nigeria 2004.

SIGNED for and on behalf of Eat & Go Finance SPV PLC
By its duly Authorised Representatives:

Charbel Antoun
Director

Patrick McMichael
Director

Oyinkan Alakija
Company Secretary

OLAYINKA A. DOHERTY ESQR
OLAYINKA .A. DOHERTY & CO.
Barristers, Solicitors and
Notaries Public

PLOT 1715, IDEJO STREET VICTORIA ISLAND, LAGOS, NIGERIA. 01-2916926 WWW.EATNG[illegible].COM

4. DECLARATION BY THE SPONSOR

19th March 2019

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

Dear Sir

Eat & Go Finance SPV PLC ₦15 Billion Bond Issuance Programme and subsequent Issuance of Notes under the Programme

We are the Sponsors in respect of this Shelf Prospectus, which has been prepared by the Issuing Houses on behalf of Eat & Go Finance SPV PLC (the "Issuer") with a view to providing a description of the relevant aspects of the Issuer's business in connection with the establishment of a ₦15 billion Bond Issuance Programme (the "**Programme**").

We hereby make the following declarations in respect of the Programme:

1. we confirm that the information contained in this Shelf Prospectus is, to the best of our knowledge, in accordance with the facts and contains no omission likely to affect its import;

2. there has been no significant change in the financial condition, or material adverse change in the prospects of the Issuer since the date of the document;

3. the Issuer is not in breach of any terms and conditions in respect of borrowed monies, which would result in the occurrence of an event of default and an immediate recall of such borrowed monies during the 12 (twelve) months preceding the date of the Shelf Prospectus; and

4. No prosecution has been commenced against the Issuer during the 12 (twelve) calendar months immediately preceding in respect of any breach or contravention of any securities of the Companies and Allied Matters Act Chapter C20, Laws of the federation of Nigeria 2004.

SIGNED for and on behalf of Eat 'N' Go Limited
By its duly Authorised Representatives:

Patrick McMichael	Lenka Afaedor	Oyinkan Alakija
Chief Executive Officer	**Chief Financial Officer**	**Company Secretary**

OLAYINKA A. DOHERTY ESQR
OLAYINKA A. DOHERTY & CO.
Barristers, Solicitors and
Notaries Public
5, Tokunboh Street, Lagos Island
Lagos State

PLOT 1715, IDEJO STREET VICTORIA ISLAND, LAGOS, NIGERIA. 01-2916926 WWW.EATNGO-AFRICA.COM

5. DOCUMENTS FILED WITH THE SEC

The following documents have been filed with the Commission and form part of this Prospectus:

i. The Sponsor's Rating Report by Global Credit Rating Company Limited dated December 2018;

ii. The Sponsor's Rating Report by Agusto & Co. Limited dated 25 October 2018;

iii. The Reporting Accountant's Report dated 16 August 2019;

iv. The audited financial statements of the Sponsor for the years ended 2018;

This Shelf Prospectus is accessible, and copies are available free of charge at the offices of the Issuing Houses from 8:00 a.m till 5:30 p.m on Business Days, and on the website of the Sponsor (https://www.eatngo-africa.com), during the Validity Period.

Telephone enquiries should be directed to the Issuing Houses on:

LEAD ISSUING HOUSE	CONTACT PERSON	TELEPHONE NUMBER
Stanbic IBTC Capital Limited	The Chief Executive	01 422 8855

JOINT ISSUING HOUSE	CONTACT PERSON	TELEPHONE NUMBER
Chapel Hill Denham Advisory Limited	The Chief Executive, Mr Mobolaji Balogun	01 461 0691

6. INFORMATION RELATED TO THE SHELF PROSPECTUS

1. Presentation of Information

The information set forth herein has been obtained from official sources that are believed to be reliable, but the fairness, accuracy, completeness or correctness of the information or opinions contained herein has not been verified. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Shelf Prospectus nor any issue made hereunder, or any future use of this Shelf Prospectus shall, under any circumstance, create any impression that there has been no change in the affairs of the Sponsor since the date hereof.

All financial and other information presented or incorporated by reference in this Shelf Prospectus has been provided by the Sponsor and Issuer from their records, except for information expressly attributed to other sources. The presentation of certain information, including tables of receipts and other revenues, is intended to show recent historical information and is not intended to indicate future or continuing trends in the financial position or other affairs of the Sponsor/Issuer. No representation is made that past experience, as it might be shown by such financial and other information, will necessarily continue or be repeated in the future.

A wide variety of other information concerning the Sponsor and Issuer, including financial information, is available in authorized publicly available publications. Any such information that is inconsistent with the information set forth in this Shelf Prospectus should be disregarded. No such information is a part of or incorporated into this Shelf Prospectus.

2. Financial Information

The Sponsor maintains its books of account and prepares its statutory financial statements in Naira in accordance with IFRS as promulgated by the IASB and prescribed by FRCoN (which include standards and interpretations approved by the FRCoN), together with its pronouncements thereon from time to time, and applied on a consistent basis.

3. Rounding

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

4. Forward Looking Statements

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

Prospective investors should be aware that forward-looking statements are not guarantees of future performance and that the Issuer’s or Sponsor’s actual results of operations, financial condition and liquidity and the development of the industry in which it operates may differ materially from those made in or suggested by the forward-looking statements contained in this

Shelf Prospectus. Such forward-looking statements are necessarily dependent on assumptions, data or methods that may be incorrect or imprecise and that may be incapable of being realized.

Neither the Issuer nor Sponsor is obliged to, nor do they intend to, update or revise any forward-looking statements made in this Shelf Prospectus whether as a result of new information, future events or otherwise. All subsequent written or oral forward-looking statements attributed to the Issuer, the Sponsor, the Issuing Houses or persons acting on the Issuer's behalf, are expressly qualified in their entirety by the cautionary statements contained throughout this Shelf Prospectus. A prospective investor of the Bonds should not place undue reliance on these forward-looking statements.

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

- overall political, economic and business conditions in Nigeria;
- economic and political conditions in international markets, including governmental changes;
- changes in tax requirements, including tax rate changes, new tax laws and revised tax law interpretations;
- interest rate fluctuations and other capital market conditions;
- changes in government regulations, especially those pertaining to the Sponsor's industry; competitive factors in the industries in which the Sponsor and its customers operate;
- the demand for the Sponsor's products and services;
- continued hostilities and disruptions in the north eastern part of Nigeria;
- exchange rate fluctuations; and
- the timing, impact and other uncertainties of future actions

The sections of this Shelf Prospectus titled "**Risk Factors**", "**Description of Eat 'N' Go Limited**" and "**Statutory and General Information**" contain a more detailed discussion of the factors that could affect the Sponsor's future performance and the industry in which it operates. In light of these risks, uncertainties and assumptions, the forward-looking events described in this Shelf Prospectus may not occur.

5. Third Party Information

The Issuer and the Sponsor obtained certain statistical and market information that is presented in this Shelf Prospectus in respect of the Nigerian economy and the Nigerian political landscape in general from certain government and other third-party sources as identified where it appears herein.

There is not necessarily any uniformity of views among such sources as to such information provided. The Sponsor has not independently verified the information included in this section. Some of the information in this Shelf Prospectus have been derived substantially from publicly available information, such as annual reports, official data published by the Nigerian government or regional agencies or other third-party sources as indicated in the text. The Sponsor has accurately reproduced such information and, so far as the Sponsor is aware and is able to ascertain, no facts have been omitted that would render the reproduced information inaccurate or misleading. The Sponsor has relied on the accuracy of this information without independent verification.

Nevertheless, prospective investors are advised to consider these data with caution. Market studies are often based on information or assumptions that may not be accurate or appropriate, and their methodology is inherently predictive and speculative. Neither the Issuer, the Sponsor, nor the Issuing Houses have independently verified the figures, market data or other information on which third parties have based their studies.

Certain statistical information reported herein has been reproduced from official publications of, and information supplied by, a number of government agencies and ministries, and other governmental and intergovernmental organisations, including the CBN, DMO and NBS.

7. ISSUE OF APPLICABLE PRICING SUPPLEMENT

Following the publication of this Shelf Prospectus, an Applicable Pricing Supplement shall be prepared by the Issuer for each series of Bonds issued under the Programme.

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

In the event of any significant new factor, material mistake or inaccuracy relating to the information included in this Shelf Prospectus which is capable of affecting the assessment of the Bonds, the Issuer will prepare a SSP or Pricing Supplement to this Shelf Prospectus or publish a new Shelf Prospectus for use in connection with any subsequent issue of Bonds.

8. PARTIES TO THE PROGRAMME

DIRECTORS OF THE SPONSOR

Charbel Antoun **(Director)**	**Jean-Claude Meyer** **(Director)**
C&C towers 10th floor,1684 Sanusi Fafunwa street **Victoria Island** **Lagos**	**20 Elias Close** **Victoria Island** **Lagos** Charbel Anton
Sebastien Clamorgan **(Director)**	**Kory Spiroff** **(Director)**
Saifi 605Rue Mar Maroun **Aehraeiea** Charbel Anton	**43390 Paradise Road** **Chassell, MI, 49916** **United States of America** Charbel Anton
Marwan Dalloul **(Director)**	**Oyinkan Alakija** **(Company Secretary)**
Spears Street Sanayeh **Dalfa Building, Beirut** **Lebanon** Charbel Anton	**Lofty Heights Building** **Ganiyu Bola Hussein Close** **Lekki Phase 1** **Lagos**

DIRECTORS OF THE ISSUER

Charbel Antoun **(Director)**	**Patrick McMichael** **(Director)**
C&C towers 10th floor,1684 Sanusi Fafunwa street **Victoria Island** **Lagos**	**Plot 1715 Idejo Street** **Victoria Island** **Lagos**

Oyinkan Alakija
(Company Secretary)

Lofty Heights Building
Ganiyu Bola Hussein Close
Lekki Phase 1
Lagos

PROFESSIONAL PARTIES

Lead Issuing House/ Book Runner

STANBIC IBTC CAPITAL LIMITED

I.B.T.C Place
Walter Carrington Crescent
Victoria Island
Lagos

KBE.

Kobby Bentsi-Enchill

Joint Issuing House/ Book Runner

CHAPEL HILL DENHAM ADVISORY LIMITED

1st Floor, 45 Saka Tinubu Street
Victoria Island
Lagos

KEMI AWODEIN

Trustee

STANBIC IBTC TRUSTEES LIMITED

The Wealth House
Plot 1678, Olakunle Bakare Close
Off Sanusi Fafunwa Street
Victoria Island
Lagos

CHARLES OMOERA

Advised by:
Sefton Fross
20B Kingsley Emu Street
Lekki Phase 1
Lagos

Solicitor to the Issue

TEMPLARS

5th Floor, The Octagon,
13A, A. J. Marinho Drive,
Victoria Island,
Lagos

CHIKE OBIANWU

Solicitor to the Issuer

TEMPLARS

5th Floor, The Octagon,
13A, A. J. Marinho Drive,
Victoria Island,
Lagos

CHIKE OBIANWU

Auditor

PRICEWATERHOUSECOOPERS

Landmark Towers,
5b Water Corporation Road
Victoria Island,
Lagos

Oladele Oladipo

Reporting Accountant

ERNST & YOUNG

10th and 13th Floors, UBA House
57 Marina
P.O Box 2442, Marina
Lagos

Rating Agencies

GLOBAL CREDIT RATING COMPANY

11th Floor, New Africa House,
31, Marina,
Lagos

Okunola Hafeez

AGUSTO & CO LIMITED

5th Floor, UBA House
57 Marina
Lagos

Receiving Bank

STANBIC IBTC BANK PLC

I.B.T.C Place
Walter Carrington Crescent
Victoria Island
Lagos

Adedayo Adesanmi

Registrars

AFRICA PRUDENTIAL REGISTRARS PLC

220B, Ikorodu Road
Palmgrove
Lagos

9. THE PROGRAMME

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

This Shelf Prospectus is being issued in compliance with the provisions of the ISA, the Rules and Regulations of the Commission and the listing requirements of the relevant exchanges and contains particulars in compliance with the requirements of the SEC for the purpose of giving information to the public with regards to the Programme. In the event that any issue under the Programme is to be listed, an application will be made to either the Governing Council of the NSE for the admission of such Bonds to its Daily Official List or to the FMDQ Securities Exchange PLC for the listing of the Bonds (as determined by the Issuer) or to any SEC registered securities exchange.

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

LEAD ISSUING HOUSE/BOOK RUNNER:

STANBIC IBTC CAPITAL LIMITED RC: 1031358

JOINT ISSUING HOUSE/BOOK RUNNER:

CHAPEL HILL DENHAM ADVISORY LIMITED RC 1381308

This Shelf Prospectus contains:

1. on page 11, the declaration to the effect that the Sponsor did not breach any Terms and Conditions in respect of borrowed monies which resulted in the occurrence of an Event of Default and an immediate recall of such borrowed monies during the twelve calendar months immediately preceding the date of filing an application with the SEC for the registration of this Shelf Prospectus;
2. on page 75-78, an extract of the Rating Report on the Sponsor by Agusto & Co. and GCR for incorporation in this Shelf Prospectus;
3. on pages 78 to 108, the Reporting Accountants' Report on the audited financial information of the Sponsor, dated 16 August 2019, prepared by Ernst & Young for the years ended 2018; 2017, and 2016;
4. on page 112, the details and summary of the claims and litigation against the Sponsor prepared by Templars.

<u>Validity Period of the Shelf Prospectus and Delivery of Documents:</u>

This Shelf Prospectus is valid until 17 December 2022. No Bonds shall be issued on the basis of this Shelf Prospectus read together with the Applicable Pricing Supplement three (3) years after the Issue Date indicated on the cover of this Shelf Prospectus. Copies of this Shelf Prospectus can be obtained at the office of the Issuer and the Issuing Houses throughout its Validity Period.

10. TRANSACTION OVERVIEW

This section contains summarised information of aspects of the Programme and characteristics of the Bonds. This summary is not exhaustive, nor does it purport to be a complete or professional review of the investment situation regarding the possible purchase of the Bonds, which you may currently be considering. This summary should be read as an introduction to this Shelf Prospectus, as such, it should be read in conjunction with the remainder of this Shelf Prospectus and the Applicable Pricing Supplement. Investors should read the entire Shelf Prospectus carefully, especially the risks involved in investing in the Bonds which are discussed under "Risk Factors" commencing on page 54.

Description of Transaction Structure

The Issuer, Eat & Go Finance SPV Plc, is a special purpose vehicle set up specifically to finance the Sponsor's funding requirements, by issuing Bonds to the general public, particularly to Qualified Institutional Investors and HNI. Accordingly, proceeds of the Bonds will finance the purchase by the Issuer of the Intercompany Bonds from the Sponsor in accordance with the terms of the MIBPA between the Issuer, the Sponsor and the Trustee dated on or around 17 December 2019.

The Issuer will issue the Bonds for the sole purpose of funding the purchase by the Issuer of the relevant Intercompany Bonds issued by the Sponsor. The Intercompany Bonds will have the characteristics that demonstrate the capacity to generate funds to service any payments due and payable on the Bonds. Therefore, the terms of the Bonds will largely be consistent with the terms of the Intercompany Bonds.

Utilisation of the Issue Proceeds

Pursuant to the MIBPA entered into between the Sponsor, the Issuer and the Trustee, the Issuer shall purchase the Intercompany Bonds from the Sponsor, with the net proceeds of the Bonds.

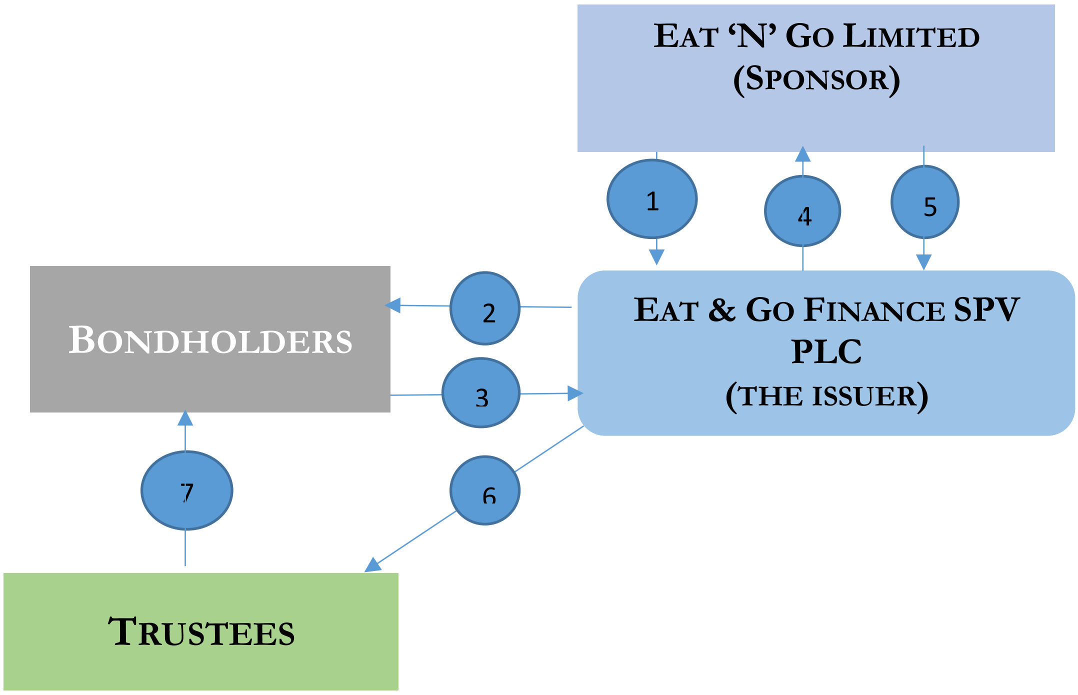
Servicing of the Bonds

The semi-annual payment of Coupons and the scheduled repayment of principal, in accordance with the repayment schedule in the Pricing Supplement, will be serviced with payments received from the Sponsor on the Intercompany Bonds issued in accordance with the terms of the MIBPA.

Deed of Covenant

The Bonds are backed by a Deed of Covenant issued by the Sponsor in favour of the Trustee (on behalf of the Bondholders) in support of all the payment obligations of the Issuer under the Programme, and the Sponsor irrevocably undertakes, as primary obligor to pay all amounts due in respect of all Bonds issued under the Programme in accordance with the terms of the Deed of Covenant.

Illustration of Issuance Programme



1. The Bonds are backed by a Deed of Covenant issued by the Sponsor
2. The Issuer issues the Bonds to the investing public for cash consideration
3. Investors subscribe to the Bonds
4. The Issuer invests proceeds of the Bonds less the transaction costs in the Sponsor by way of an Intercompany Bond issued by the Sponsor
5. The Sponsor makes interest payments on the Intercompany Bond, and payment of the relevant portion of the Principal Amount (based on the amortisation schedule provided in the Applicable Pricing Supplement) due to the Issuer
6. The Issuer makes Interest payments on the Bonds, and payment of the relevant portion of the Principal Amount (based on the amortisation schedule provided in the Applicable Pricing Supplement) due to the Trustees
7. The Trustees make interest payments, and payment of the relevant portion of the Principal Amount (based on the amortisation schedule provided in the Applicable Pricing Supplement) due to the Bondholders
   Upon maturity, the Trustees pay the final instalment of the Principal Amount and any outstanding interest to the Bondholders.

11. SUMMARY OF THE PROGRAMME

Words and expressions defined in "*Terms and Conditions of the Bonds*" shall have the same meaning in this summary:

ISSUER:	Eat & Go Finance SPV Plc.
SPONSOR:	Eat 'N' Go Limited.
PROGRAMME DESCRIPTION:	A Bond Issuance Programme to be established by Eat & Go Finance SPV Plc through which a Bond or a series of Bonds will be issued. The Programme covers convertible and non-convertible Bonds, senior or subordinated and/or unsecured Bonds, Fixed Rate Bonds, Floating Rate Bonds, Reverse Floating Bonds, Zero Coupon Bonds and any combinations thereof, with a minimum tenor of 12 months, all of which shall be denominated in Naira or in such other currency as may be agreed between the Issuing Houses and the Issuer and specified in the Applicable Pricing Supplement. No Bonds shall be offered on the basis of this Shelf Prospectus or a Pricing Supplement after the expiration of the three (3) year validity period of the Shelf Prospectus. The Bonds shall be constituted by the Programme Trust Deed. Each Series shall be constituted by the relevant Series Trust Deed(s). The provisions of the Programme Trust Deed shall apply separately and independently to the Bonds, provided that any terms and conditions relevant to additional Bonds, if any, under the Programme shall be governed by the relevant Series Trust Deed(s).
PROGRAMME AMOUNT:	₦15,000,000,000 (Fifteen Billion Naira only).
STATUS OF THE BONDS:	The Bonds are senior, unsubordinated obligations of the Issuer and rank pari passu among themselves and equally with all other existing senior obligations of the Issuer, from time to time outstanding, except for obligations mandatorily preferred by law applying to companies generally.
FORM OF BONDS/TRANSFERABILITY:	The Bonds shall be issued in registered form and shall be transferable. The issue and ownership of the Bonds will be effected and evidenced by the particulars of the Bonds being entered in the Register by the Registrar and the Bonds being electronically registered in the CSCS account of the Bondholder.
LEAD ISSUING HOUSE/BOOK RUNNER:	Stanbic IBTC Capital Limited, or any other Issuing House as may be specified in the Pricing Supplement.
JOINT ISSUING HOUSE/BOOK RUNNER:	Chapel Hill Denham Advisory Limited, or any other Issuing House as may be specified in the Pricing Supplement.
TRUSTEE:	Stanbic IBTC Trustees Limited, or any other trustee appointed by the Issuer

LISTING:	Bonds may be unlisted or listed on recognized stock exchanges such as the FMDQ OTC the NSE and/or any other SEC approved relevant stock exchange.
USE OF PROCEEDS:	The Issuer seeks to raise medium to long term debt under the Programme. The application of the proceeds of each Series and or Tranche in relation to the above will be specified in the Applicable Pricing Supplement.
MATURITY DATE:	As specified in the Applicable Pricing Supplement.
PAYMENT DATE:	As specified in the Applicable Pricing Supplement.
METHODS OF ISSUE:	Bonds under this Programme may be issued by way of public offering, private placement, via a Book Building process and/or any other such methods as described in the Applicable Pricing Supplement and as approved by the SEC.
ISSUANCE IN SERIES:	The Bonds will be issued in series and each Series may comprise one or more tranches issued on different dates. The Bonds in each Series will have the same maturity date and identical terms (except that the Issue Date, Issue Price, Interest Payment Dates and related matters may be different). Details applicable to each Series will be specified in the Applicable Pricing Supplement.
ISSUE PRICE:	The Bonds may be issued at their Principal Amount or at a premium or discount to their Principal Amount, as specified in the Applicable Pricing Supplement.
COUPON:	Refers to the specified rate of interest on a Bond as specified in the Applicable Pricing Supplement.
DENOMINATIONS:	The Bonds will be issued in such denominations as specified in the Applicable Pricing Supplement.
INTEREST RATES:	Bonds may be interest-bearing or non-interest bearing. Interest (if any) may be at a Fixed Rate or Floating Rate and may vary during the lifetime of the relevant Series.
CURRENCY OF DEBT SECURITIES:	The Bonds shall be denominated in Naira (₦) or any other currency as may be agreed between the Issuer, Sponsor and the Issuing House(s) and specified in the Applicable Pricing Supplement, subject to compliance with all applicable legal and regulatory requirements.
FIXED RATE BONDS:	Fixed Rate Bonds will bear Coupons which will be payable in arrears on each Coupon Payment Date as may be specified in the relevant Applicable Pricing Supplement.
FLOATING RATE BONDS:	Floating Rate Bonds will bear interest at a rate on such basis as may be agreed between the Issuer and Issuing House(s) as is specified in the Applicable Pricing Supplement and will be calculated on such basis as may be specified in the Applicable Pricing Supplement.
INDEX-LINKED BONDS:	The Issuer may offer Bonds which provide for payments of principal or premium or interest which are linked to a currency, securities exchange or commodities exchange index or other indices as stated in the Applicable Pricing Supplement. Specific provisions regarding the manner in which such payments are to

	be calculated and made will be provided in the Applicable Pricing Supplement.
ZERO COUPON BONDS:	Zero Coupon Bonds may be issued at a discount to par and will not bear interest other than in the case of default interest for late payment as prescribed in the relevant supplement.
OTHER BONDS:	High interest Bonds, low interest Bonds, step-up Bonds, step-down Bonds, dual currency Bonds, Covered Bonds and any other type of Bonds which the Issuer and the Issuing Houses may agree to issue under the Programme, subject to compliance with all applicable laws, regulations and directives, as set out in the Applicable Pricing Supplement.
SPONSOR'S RATING:	BBB (GCR), Bbb (Agusto& Co).
BOND RATINGS:	Ratings assigned to each Series of Bonds under the Programme will be stated in the Applicable Pricing Supplement.
EVENTS OF DEFAULT:	The events of default under the Bonds are as specified within the Trust Deed and Series Trust Deed(s).
EARLY REDEMPTION:	Early redemption will be permitted only to the extent specified in the relevant Pricing Supplement and then only subject to any applicable legal or regulatory limitations.
REDEMPTION:	Bonds may be redeemable at par or at such other redemption amount as may be specified in the Applicable Pricing Supplement.
TENOR:	The tenor of a particular series of Bonds shall be determined by the Issuer and the Issuing Houses and specified accordingly in the Applicable Pricing Supplement for the Bonds being issued.
TAXATION:	By virtue of the provisions of (i) the Value Added Tax (Exemption of Proceeds of the Disposal of Government and Corporate Securities) Order, 2011; (ii) the Companies Income Tax (Exemption of Bonds and Short Term Government Securities) Order, 2011; (iii) the Value Added Tax (Exemption of Commissions on Stock Exchange Transactions) Order, 2014; and (iv) PITA, corporate bonds are exempted from the imposition of VAT and CIT till January 2022, and PIT in perpetuity. In addition, any commission payable to the SEC, the NSE and the CSCS in connection with the Programme will be subject to the imposition of value added tax.
APPLICABLE PRICING SUPPLEMENT	The final terms of each Series will be provided in a pricing supplement.
OTHER CONDITIONS	Terms applicable to each Series as specified in the Applicable Pricing Supplement other than those specifically contemplated under this Shelf Prospectus which the Issuer and the Issuing Houses may agree to issue under the Programme subject to compliance with all applicable laws and regulations.
GOVERNING LAW	The Transaction Documents will be governed by the laws of the Federal Republic of Nigeria.

12. TERMS AND CONDITIONS OF THE PROGRAMME

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

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

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

*The Bonds are constituted by a Programme Trust Deed (the "**Programme Trust Deed**") dated 17 December 2019 between Eat & Go Finance SPV Plc (as **Issuer**); Eat 'N' Go Limited (as **Sponsor**); and Stanbic IBTC Trustees Limited (as "**Trustee**"* which expression includes, where the context admits, all persons for the time being the trustee or trustees of the Programme Trust Deed*). The Bond are backed up by the Sponsor under a Deed of Covenant dated 17 December 2019.*

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, 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 office of the Trustee at IBTC at The Wealth House Plot 1678 Olakunle Bakare Close Off Sanusi Fafunwa Street Victoria Island, Lagos, and at the specified office of the Registrar, Africa Prudential Registrars PLC at 220 Ikorodu Road, Somolu, Palmgove Bus Stop, Lagos.

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

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

1. **Form, Denomination, Title and Series**

1.1 **Form of Bonds:** Unless otherwise specified in any Final Terms**,** the Bonds shall be issued in registered form. The Bonds are backed by the full faith and credit of the Sponsor. Bonds issued under the Programme may be Senior Bonds, or Subordinated Bonds, Fixed Rate Bonds, Floating Rate Bonds, reverse Floating Rate Bonds, Zero Coupon Bonds or a combination thereof. The Bonds shall be issued in uncertificated (dematerialised or book entry) form, which shall be registered with a separate securities identification code with the CSCS.

1.2 **Issue of the Bonds**. Issue of the Bonds will be effected and evidenced by the particulars of the Bond being entered in the Register of Bondholders of the applicable Series which the Issuer will procure to be kept by the Registrar, and the Bonds being electronically registered in the Securities Account of the Bondholder.

1.3 **Description:** The Bonds will be denominated in Naira (but may also be denominated in such other currency specified in the relevant Final Terms), with provision for Coupon to be paid (if any) at intervals specified in the Final Terms. Bonds may be issued from time to time, in accordance with the Shelf Prospectus and the Final Terms. Unless otherwise specified in the relevant Final Terms, the Bonds are redeemable at face value on maturity.

1.4 **Denominations:** Bonds will be issued in such denominations as may be agreed between the Issuer and the Issuing Houses and as specified in the relevant Final Terms, subject to compliance with all applicable legal and regulatory requirements.

1.5 **Title:**

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

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

1.6 **Series:** Bonds may be issued in Series. A Series of Bonds may be listed on a Recognised Stock Exchange, subject to any Applicable Law. The Tranches in each Series will be subject to identical terms, whether as to currency or maturity or otherwise, except that the Issue Date, the amount of the first payment of interest and/or the issue price thereof may be different. Each Series may comprise one or more Tranches) issued on different Issue Dates. A Series may only be comprised of Bonds in registered form. The applicable Series number shall be recorded in the Register. The Register and/or the applicable Final Terms shall be conclusive as to the series of a Bond.

2. **Registration and Transfer of Bonds**

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

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

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

(c) The Securities Account number of the Bondholder;

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

(e) All transfers and redemption of the Bonds; and

(f) Such other information considered necessary by the Registrar.

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

2.2 **Transfers:**

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

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

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

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

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

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

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

3. **Status of the Bonds**: The Bonds issued under the Programme are backed up by the Sponsor. Additional status of the Bonds shall be set out in the relevant Series Trust Deed. The status of the Bonds may be Senior Bonds or Subordinated Bonds, as indicated in the applicable Final Terms.

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

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

4. **Negative Pledge.** So long as any Bonds remain outstanding, no Obligor shall secure any other Indebtedness represented by bonds, notes or any other publicly issued debt securities which are, or are capable of being, traded or listed on any stock exchange or over-the-counter or similar securities market without securing the Bonds equally and rateably with such Indebtedness, unless otherwise stated in a Final Terms applicable to a Series.

5. **Redemption, Purchase and Cancellation**

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

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

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

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

(a) it has or will become obliged to pay additional amounts as a result of any change in, or amendment to, the laws or regulations of the Federal Republic of Nigeria or any political subdivision or any authority thereof or therein having power to tax (including for the avoidance of doubt, the expiry of the Companies Income Tax Act 2004 exemption in respect of the Bonds set out in the Companies Income Tax (Exemption of Bonds and Short Term Government Securities) Order, 2011 in relation to Bonds with a maturity date later than January 2, 2022), or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date; and

(b) the requirement cannot be avoided by the Issuer taking reasonable measures available to it, the Issuer may at its option, having given not less than 20 nor more than 60 days notice to the Bondholders (which notice shall be irrevocable and shall oblige the Issuer to redeem the Bonds on the relevant Optional Redemption Date at the Optional Redemption Amount plus accrued interest (if any) to such date, *provided that* no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts, were a payment in respect of the Bonds then due. Prior to the publication of any notice of redemption pursuant to this Condition 5.4, the Issuer shall deliver to the Trustee a certificate signed by two directors of the Issuer stating that the requirement referred to in subparagraph (a) above will apply on the next Coupon Payment Date and cannot be avoided by the Issuer taking reasonable measures available to it, and the Trustee shall be entitled to accept the certificate as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Bondholders.

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

13 (*Events of Default*) For so long as any outstanding Bond is held by the Trustee or Registrar in accordance with this Condition 5.5, the depositor of such Bond and not the Trustee or Registrar shall be deemed to be the holder of such Bond for all purposes.

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

5.7 **Cancellation:** All the Bonds which are redeemed in accordance with the provisions of this Programme Trust Deed will be cancelled and may not be reissued or resold. For so long as the Bond is admitted to listing and/or trading on a Recognised Stock Exchange and the rules of such exchange so require, the Registrar shall promptly inform the Recognised Stock Exchange of the cancellation of any Bonds under this Condition 5.7 (Cancellation).

6. **Interest and Calculation**

6.1 **Accrual of Interest:** The Bonds (save for Zero Coupon Bonds) will bear interest from and including the Interest Commencement Date at the Coupon Rate payable in arrears on its Principal Amount Outstanding/ Principal Amount (as applicable). Each Bond will cease to bear interest from and including the due date for final redemption unless, upon due presentation, payment of principal is improperly withheld or refused, in which event interest will continue to accrue (as well after as before judgment) at the Coupon Rate in the manner provided in this Condition until the date on which all amounts due in respect of such Note have been paid and notice to that effect has been given to the Bondholders.

6.2 **Interest on Fixed Rate Bonds:**

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

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

6.3 **Interest on Floating Rate Bonds**:

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

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

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

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

6.5 **Zero Coupon Bonds:**

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

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

6.6 **Calculation of Interest:**

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

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

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

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

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

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

7. **Payments**

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

7.2 Payments will be made to the person shown in the Register at the close of business on the Record Date as defined in Condition 2.7. 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.

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

7.4 The CSCS rules and procedure will apply to exchange of the CSCS statement of stockholding in the case of payment of the relevant Redemption Amount in respect of dematerialized

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

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

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

a) in payment or satisfaction of such reasonable costs, charges, expenses and liabilities incurred by the Trustee in the performance of its obligations under this Programme Trust Deed (including remuneration of the Trustee);
b) in or towards payment *pari passu* and rateably of any amounts due but unpaid in respect of the Bonds of that Series or Tranche;
c) in or towards payment *pari passu* and rateably of any amounts due but unpaid in respect of the Bonds of other Series or Tranche; and
d) to pay the balance (if any) to the Issuer and the Sponsor or such other person entitled to it.

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

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

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

11. **Taxation**. All payments of principal, interest and any other sum due in respect of the Bonds shall be made free and clear of, and without withholding or deduction for, any Taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by or within 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. Provided however that the Bonds shall enjoy the benefits of the provisions of the Tax Exemptions, and such extension, amendments and modifications thereof.

12. Covenants of the Issuer:

Each Obligor undertakes that:

12.1 ***Financial statements:*** It shall send to the Trustee, the Rating Agency and the Registrar copies of:

(a) as soon as the same becomes available, but in any event within 120 days after the end of each financial year, its audited financial statements for that financial year;

(b) as soon as the same becomes available, but in any event within 45 days after the end of each financial quarter, its unaudited financial statements for that financial quarter; and

(c) (if the same are produced) as soon as practicable after their date of publication copies of every report or other notice, statement or circular, issued to its shareholders and creditors or to holders of securities other than shareholders as soon as practicable after the issue or publication thereof,

and procure that the same are made available for inspection by Bondholders at the Specified Offices of the Registrar as soon as practicable thereafter.

12.2 ***Merger:*** It shall not, unless with the consent of Majority Bondholders, (a) enter into any amalgamation, consolidation, demerger, merger, corporate reconstruction or business combination with or into another person; or (b) sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties and assets in one or more related transactions, to another person, unless:

(a) the Issuer is the surviving person; or

(b) the person formed by or surviving any such consolidation or merger with the Issuer (if other than the Issuer) or the person to which such sale, assignment, transfer, conveyance, lease or other disposition has been made enters into the Accession Agreement pursuant to which it assumes all the obligations of the Issuer under the Bonds and the Issue Documents; and

the Issuer delivers to the Trustee, in form and substance reasonably satisfactory to the Trustee, a Certificate of its Authorised Signatories and opinion of counsel, in each case, stating that such consolidation, merger or transfer and such Accession Agreement comply with this covenant and that all conditions precedent in the Issue Documents relating to such transaction have been satisfied and that the Accession Agreement and the Bonds constitute legal, valid and binding obligations of the Issuer, or the person formed by or surviving any such consolidation or merger (as applicable) enforceable in accordance with their terms.

12.3 **Financial Covenants:**

(a) The Sponsor undertakes that, on each Calculation Date falling prior to the Maturity Date:

(i) the ratio of Net Debt to the last 12 months EBITDA shall not exceed 4.0 times.

(ii) the ratio of Net Debt to the last 12 months Equity shall not exceed 4.0 times.

(b) The financial covenants in Condition 12.3(a) above shall be calculated for the Sponsor in accordance with the IFRS and tested starting with the first Calculation Date and on each

Calculation Date thereafter, by reference to the appropriate set of financial statements delivered pursuant to Condition 12.1 (Financial Statements).

12.4 ***Restricted Payments***: It shall not, directly or indirectly:

(a) declare or pay any dividend, in cash or otherwise, or make any other distribution (whether by way of redemption, acquisition or otherwise) in respect of its share capital; or

(b) voluntarily purchase, redeem or otherwise retire for value any debt (including any form of capital instrument) of the Company subordinated by its terms to the obligations of the Company under the Bonds and the Issue Documents; or

(c) make any interest, principal or other payment prior to the discharge of all obligations under the Programme to a shareholder in respect of a facility or loan granted or to be granted to the Issuer,

(any such action, a "**Restricted Payment**"), if

(i) there is a continuing Event of Default as at proposed date for a Restricted Payment;

(ii) in any financial year, any Interest or Principal payment due under the Bonds have not been paid on their respective due dates; and

(iii) such Restricted Payment (save in relation to Condition 12.4(c) above) when aggregated with all other Restricted Payments previously made in respect of the relevant financial year of the Sponsor exceed 40 per cent of the Group's consolidated profit after tax for such financial year, determined by reference to the Group's audited consolidated IFRS financial statements for such financial year.

(d) Conditions 12.4(a) - (c) above shall not apply to any repayment to shareholders of any bridging loan made to an Obligor, pending the issuance of the Series 1 Bonds.

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

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

(b) **Breach of Condition 12**: The Obligors do not comply with their obligations under Condition 12; or

(c) **Breach of other Obligations**: The Obligors do not comply with their other obligations under this Programme Trust Deed or in respect of the Bonds of any Series and, if the non-compliance can be remedied, does not remedy the non-compliance within 30 days after written notice requiring such default to be remedied has been delivered to the

Issuer by a Bondholder; or

(d) **Cross Default**: Any Indebtedness in excess of N1,500,000,000) One Billion Five Hundred Million Naira (or its equivalent in any other currency) of any Obligor in respect of money borrowed or raised is not paid within 10 Business Days of: (i) its due date; or (ii) the end of any applicable period of grace, whichever is the later; or the Indebtedness of any Obligor of a value exceeding (N1,500,000,000) One Billion Five Hundred Million Naira (or its equivalent in any other currency) in aggregate is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described) and such event shall be certified in writing by the Trustee to be in its opinion materially prejudicial to the interest of the Bondholders.

(e) **Enforcement Proceedings**: a distress, attachment, execution or other legal process is levied, enforced or sued out on or against any substantial part of the property, assets or revenues of an Obligor and is not discharged or stayed within ninety (90) days thereof provided that if the Trustee considers (acting reasonably) that the attachment, possession of, distress, execution, sequestration or other such process is frivolous, and that the Obligors have undertaken all matters reasonably required to be undertaken by them to get a discharge, there shall be an extension of another thirty (30) days; or

(f) **Insolvency**: An Insolvency Event occurs in respect of an Obligor; or

(g) **Cessation of Business:** Any Obligor ceases to conduct all or substantially all of its business as is now conducted or changes all or substantially all of the nature of such business or merges or consolidates with any other entity without the prior written consent of the Trustee pursuant to Clause **Error! Reference source not found.** of the Programme Trust Deed; or

(h) **Change of Control:** If there is a Change of Control of any Obligor without the consent of the Trustee; or

(i) **Material Adverse Effect:** a Material Adverse Effect has occurred; or

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

PROVIDED that the Bond shall not be declared immediately payable unless: (a) on the occurrence of any event specified in sub-clauses 13 (a) (c) (d) and (e), the Trustee shall have first served on the Issuer or the Sponsor, a preliminary notice requiring the Obligor(s) as the case may be to pay the principal or interest in arrears or to remove, discharge or pay out to the satisfaction of the Trustee such distress, execution or process or to perform and observe the covenant or provisions the breach whereof has been committed or threatened and the Obligors shall have failed or neglected for a period of five (5) days to comply with such notice; and (b) in the case of any event specified in sub-clauses 13(f) and (j), the Trustee shall have certified in writing to the Issuer that the Event of Default is, in its opinion, materially prejudicial to the interests of the Bondholders.

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

15. **Meetings of Bondholders, Modification and Waiver of Breach**

15.1 **Convening Meeting of Bondholders:** The rights and duties of the Bondholders in respect of attendance at meetings of Bondholders are set out in **Error! Reference source not found.** to this Programme Trust Deed (*Provisions for Meetings of Bondholders*). Decisions taken at Bondholders meetings may only be exercised by the Trustee in accordance with this Programme Trust Deed or under these Conditions. For the avoidance of doubt, the Conditions of the Bond can only be amended with the consent of the parties as that term is defined in clause **Error! Reference source not found.** of the Programme Trust Deed.

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

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

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

Provided that:

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

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

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

Any such modification shall be binding on the Bondholders and shall be notified by the Issuer to the Bondholders as soon as practicable, but subject to the SEC being notified, and the Stock Exchange as soon as practicable thereafter.

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

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

18. **Notices**

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

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

18.3 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.

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

(a) If to ***Stanbic IBTC Trustees Limited***, to it at:
The Wealth House
Plot 1678 Olakunle Bakare Close
Off Sanusi Fafunwa Street
Victoria Island
Lagos

Tel: +234 803 300 9192
For the Attention of: Seyi Egbarin/Temitope Onabowale
Email: SITLAgency@stanbicibtc.com

18.5 Any notice, or other communication may be given to the Obligor by sending the same through the post in a prepaid letter addressed to:

(a) If to ***Eat & Go Finance SPV Plc***, to it at:
Plot 1715, Idejo Street
Victoria Island
Lagos State
Nigeria.

Attention: Abimbola Adeleye
Tel: +234 706 343 5306
Email: Abimbola.adelee@eatno-africa.com

(b) If to ***Eat 'N' Go Limited,*** to it at:
Plot 1715, Idejo Street
Victoria Island
Lagos State
Nigeria.

Attention: Abimbola Adeleye
Tel: +234 706 343 5306
Email: Abimbola.adelee@eatno-africa.com

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

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

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

19. Governing Law and Jurisdiction

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

19.2 **Jurisdiction:** The provisions of clause **Error! Reference source not found.** (*Law and Jurisdiction*) of this Programme Trust Deed shall apply mutatis mutandis to these Conditions.

13. TAX CONSIDERATIONS

The following is a general summary of Nigerian tax consequences as at the date hereof. This summary does not purport to describe all possible tax considerations or consequences that may be relevant to a prospective Bondholder. In view of its general nature, it should be treated with corresponding caution. It is not exhaustive, and purchasers are urged to consult their professional advisors as to the tax consequences to them of acquiring, holding or transferring the Bonds. This summary only addresses Nigerian tax legislation, as in effect and in force at the date hereof, as interpreted and applied by the courts or tax authorities in Nigeria, without prejudice to any amendments introduced at a later date and implemented with or without retroactive effect.

Neither the Issuer, the Sponsor nor its advisers shall be liable to any Bondholder in any manner for placing reliance upon the contents of this section.

Taxation of Bondholders

Under Nigerian law, income accruing in, derived from, brought into, or received in Nigeria in respect of dividends, interest, royalties, discounts, charges or annuities is subject to tax. Consequently, interest payments on the Bonds by the Issuer would ordinarily be subject to withholding tax at the applicable rate of 10 per cent. However, the FGN has approved a waiver of capital gains tax and income tax on all forms of debt instruments and the legislative and administrative processes required to give legal effect to the waivers save for the waiver on capital gains tax have been implemented.

In furtherance of the waiver, the FGN has issued the Companies Income Tax (Exemption of Bonds and Short-Term Government Securities) Order 2011 (the "**CIT Order**"), which exempts bonds issued by corporate bodies from tax imposed under the CITA for a period of 10 (ten) years from the effective date of the CIT Order being 2 January 2012. Therefore, interest payments made by the Issuer to the Bondholders will not be subject to WHT for the duration of the CIT Order. Upon expiration of the exemption period on 2 January 2022, the interest accruing to the Bondholders that are corporate entities would be subject to withholding tax and the Issuer may be required by law to withhold tax on interest payment on such Bonds.

PITA also exempts from taxation any income earned by an individual from Bonds issued by corporate bodies such as the Issuer. There is no limitation period for the exemption granted in the PITA. Thus, except as otherwise provided by any subsequent amendments to the PITA, interest payments by the Issuer to individual Bondholders subject to the PITA will not be subject to withholding tax even after 1 January 2022.

In relation to capital gains tax, whilst there is no capital gains tax payable upon the disposal of any Nigerian government securities in Nigeria, under the provisions of the Capital Gains Tax Act, Chapter C1 LFN 2004 ("**CGT Act**"), capital gains tax is chargeable on gains derived from the sale of bonds and debt instruments other than Nigerian government securities (i.e. federal, state and local government bond s). However, capital gains tax may, in future, not be charged on gains realised from a disposal of corporate bonds or other non-governmental debt instruments. This is so because the FGN has approved a waiver of capital gains tax on gains from disposal of corporate bonds, but the legislative and administrative processes required to give legal effect to the waiver have not yet been implemented.

The proceeds from the disposal of corporate bonds issued by Nigerian corporate entities would ordinarily be subject to VAT under the Value Added Tax Act Chapter V1 LFN 2004, as amended by the Value Added Tax (Amendment) Act No. 12 2007. However, such proceeds are also exempt from VAT in accordance with the Value Added Tax (Exemption of Proceeds of the Disposal of Government and Corporate Securities) Order 2011 ("**VAT Exemption Order**"). This exemption applies for a period of 10 (ten) years from the date of the VAT Exemption Order, (i.e. the exemption expires on 2 January 2022 (where same is not extended)). Thus, VAT will not be payable upon a disposal of the Bonds during the subsistence of the VAT Exemption Order. However, upon expiration of the exemption period on 2 January 2022, and the exemption period has not been extended, the proceeds of the disposal of the Bonds would be subject to VAT.

Accordingly, where any Bonds continue to be outstanding beyond 1 January 2022, interest payments on such Bonds may be subject to WHT (if held by corporate Bondholders), and to VAT.

In addition, the Value Added Tax (Exemption of Commissions on Stock Exchange Transactions) Order, 2014 exempts (a) commissions earned on traded value of the shares, and (b) commissions payable to the SEC, the NSE and the CSCS from VAT for a period of 5 (five) years from the commencement date of the order i.e. 25 July 2014. Accordingly, any commission payable to the CSCS, SEC or The NSE in connection with Bonds will be subject to the imposition of VAT.

Stamp duties

The Trust Deed, the vending agreement, the MIBPA and the documents for issue of the Bonds are required to be stamped in Nigeria under the Stamp Duties Act, Chapter S8 LFN 2004 ("**Stamp Duties Act**") at the relevant rate of stamp duty, assessed by the stamp duties at the FIRS, as prescribed by the Stamp Duties Act. Stamp duty is payable in Nigeria either on a flat rate or ad valorem basis. The vending Agreement is chargeable to stamp duty at an *ad valorem* rate of 1% of the amount evidenced in the principal amount stated in the agreement. In order to reduce stamping cost, one acknowledged approach is to stamp all documents relating to the series issuance as a suite of documents. This practice is traceable to the provisions of section 95 of the Stamp Duties Act which states that:

> *"Where several instruments are executed for effecting the settlement of the same property, and the ad valorem duty chargeable in respect of the settlement of the property exceeds one naira,* ***only one of the instruments shall be charged with the ad valorem duty.*** *(2) Where a settlement is made in pursuance of a previous agreement upon which ad valorem settlement duty exceeding one naira has been paid in respect of any property, the settlement shall not be charged with ad valorem duty in respect of the same property. (3)* ***In each of the aforesaid cases the instruments not chargeable with ad valorem duty shall be charged with the duty of one naira (emphasis provided).***

Thus, all other agreements including the Trust Deed will be stamped at a nominal flat rate of ₦ 500.

14. MACROECONOMIC OVERVIEW - NIGERIA

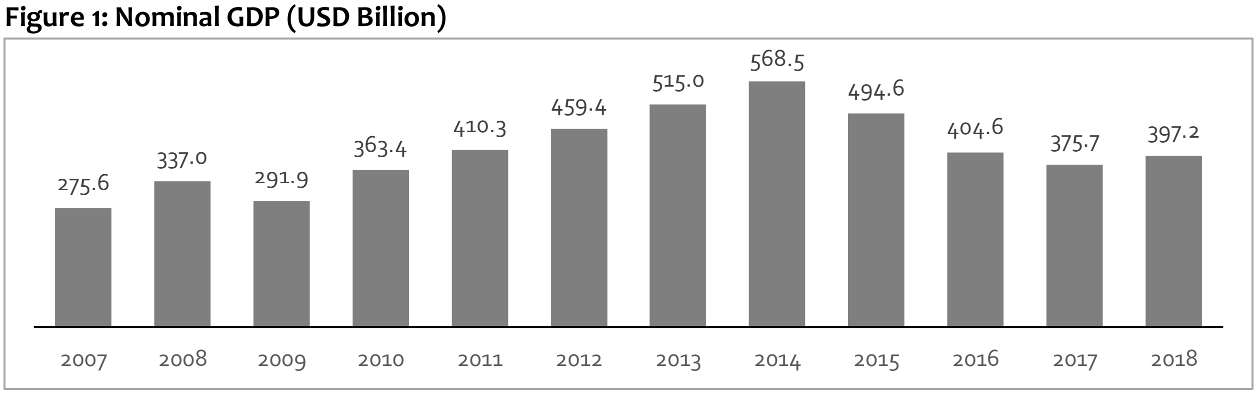
A. GENERAL OVERVIEW

The Federal Republic of Nigeria is located in West Africa and occupies a land area of approximately 923,773km^2. Nigeria is comprised of 36 states and a Federal Capital Territory, Abuja; which is located in central Nigeria. Nigeria is the largest economy in Africa with a GDP of approximately ₦129 trillion ($397 billion) and GDP per capita of ₦659,416 ($2,028) as at 2018. With an abundance of resources, it is Africa's biggest oil exporter, and also has the largest natural gas reserves on the continent.

The Nigerian economy is fairly diversified with services contributing 52.6% to the economy in 2018 (54.6% in Q1 2019)[1]. The Agriculture sector accounted for 25.1% of GDP in 2018 (21.9% in Q1 2019), while industry contributed 22.2% in 2018 (23.4% as at Q1 2019). On a whole, the non-oil sector accounted for 91.4% of GDP in 2018 (90.9% in Q1 2019), while the oil sector contributed 8.6% and 9.1% in Q1 2019. Government revenue is however highly dependent on the oil and gas sector as it contributes c.83% to government revenue, making government spending vulnerable to oil price volatility. Given that government is the largest spender in the economy, the effect of the oil and gas sector on the economy is usually more pronounced than the sector's contribution to GDP. The economy grew by 1.9% in 2018 (2.01% in Q1 2019)[1], reflecting the strong contribution of non-oil sectors particularly services, mining, quarrying and manufacturing. In 2019 and 2020, growth is projected at 2.1% and 2.5%[2] respectively as implementation of the Economic Recovery and Growth Plan (ERGP) gains pace. The decline in oil prices in the second half of 2018 coupled with output cuts by the Organization of the Petroleum Exporting Countries (OPEC) poses a downside risk to the Nigerian economy. The foreign exchange market would also be key in shaping the economy's outlook, given recent pressure on the naira amid a slide in oil prices and external reserves.

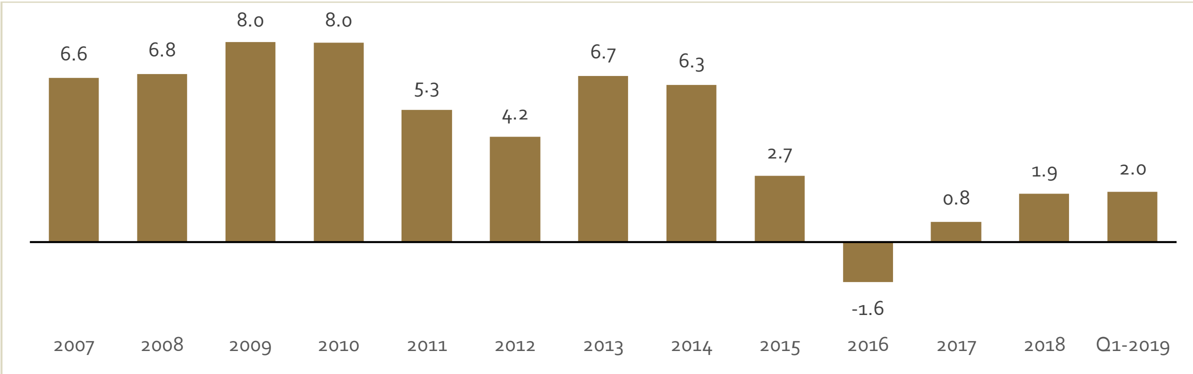
Nigeria has made significant progress in socio-economic reforms over the last decade, but still faces key developmental challenges, particularly in infrastructure. Nigeria needs to focus on meeting its infrastructural needs including power generation, transportation and social infrastructure, to ensure stable, substantial, sustainable and inclusive economic growth.

Figure 1: Nominal GDP (USD Billion)



Source: National Bureau of Statistics

Figure 2: Real GDP growth (%)

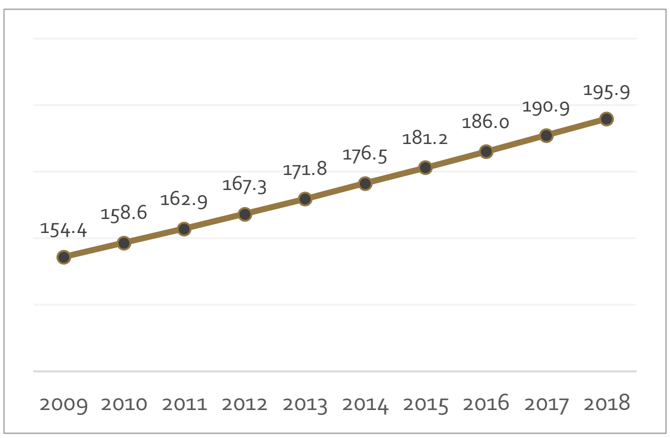


Source – World Bank

B. DEMOGRAPHICS

According to the World Bank, Nigeria's population was estimated at 195.9 million in 2018, implying a 2.6% growth from 2016 numbers. Nigeria remains the most populous nation in Africa and accounts for approximately 47% of the West African population.

Figure 3: Nigeria's Population in millions (2009 -2018)



Source: International Monetary Fund

Nigeria has a relatively young population, with just 3.1% of the population aged 65 and above as at 2016. Specific breakdowns also reveal that 54.1% of the population are between the ages of 15 and 64, while the rest of the population are below 15 years.[1] Nigeria has some densely populated states, such as Lagos, Kano, and Kaduna, with the rest of the population unevenly distributed across the others.

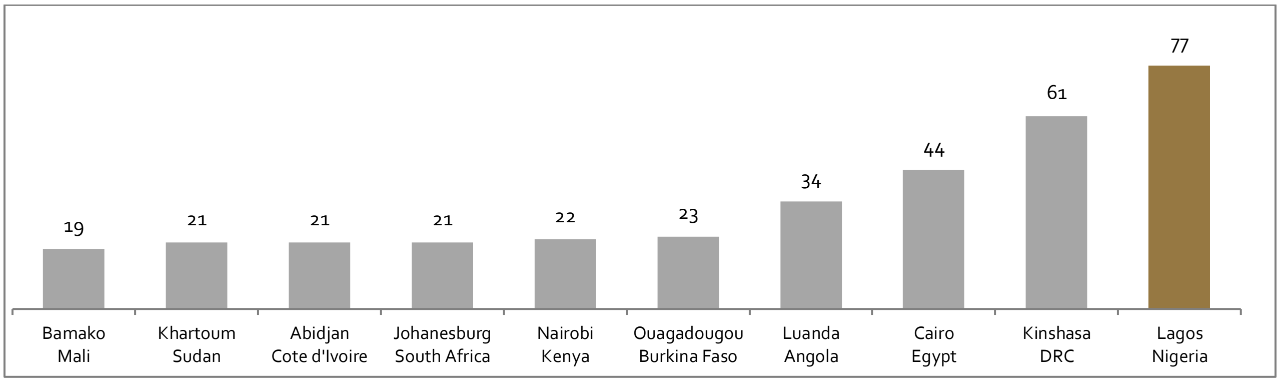
According to the World Bank, Nigeria had an average population density of 215.1 people per square kilometre in 2018. Lagos State, Nigeria's premier commercial and residential hub, reported the highest population among Nigerian states with c. 21 million people in 2016. Other densely populated states are Kano, Kaduna, Katsina, Oyo and Rivers States.

Nigeria's urban population has increased rapidly over the last 50 years. According to the UN World Urbanisation Prospects Report (2018), Nigeria is expected - together with India and China - to

[1] Source: National Bureau of Statistics

collectively account for 35% of the growth in the world's urban population between 2018 and 2050; with Nigeria projected to add 189 million urban dwellers over the period. The reported pace of urbanization in Nigeria is unprecedented, with cities such as Lagos reporting average annual urban growth rates of c.4%. According to the UNPD, Lagos is the fastest growing city in the world, with an increase of 77 people per hour - over 55,000 people monthly - roughly the equivalent of the entire population of Greenland.

Figure 4: Fastest growing cities in Africa – Population growth per hour



Source: United Nations World Urbanization Prospects (2018)

C. ECONOMIC REFORM POLICIES

An action plan to spur the Nigerian Economy post the 2016 recession, the Economic Recovery Growth Plan (ERGP), was released by the Nigerian government in March 2017 and is a medium-term comprehensive strategy spanning 2017-2020. The EGRP is being implemented to address supply-side constraints to economic growth including power, fuel, foreign exchange, technology and low-quality human capital. The vision of the 4-year plan is to generate sustained inclusive growth through structural economic transformation that allows for increasing productivity and sustainable diversification of production. The initiatives involved in the ERGP are hinged on three broad and strategic objectives namely; restoring growth, improving human capital and building a globally competitive economy. The target is to achieve a top 100 ranking in the World Bank's Doing Business index by 2020 by investing in critical infrastructure and creating a more transparent business environment.

D. POLITICAL LANDSCAPE

There are diverse ethnicities and cultures in Nigeria. Nigeria is a country consisting of 36 states and the Federal Capital Territory, Abuja. The nation is grouped into six diverse geopolitical zones: North West, North Central, North East, South East, South-South and South West.

Nigeria intermittently experiences ethnic and religious unrest mostly in the Northern region of the country. Additionally, there is resentment in the oil-rich Niger Delta and in other parts of the country regarding the allocation of oil revenues which had resulted in local unrest in the past (which has subsided at the moment) and has provoked ongoing political debate for fiscal and political restructuring of the country. Violence and reckless assault caused by Fulani herdsmen in various parts of Nigeria in recent times have also posed a great threat to security in the country.

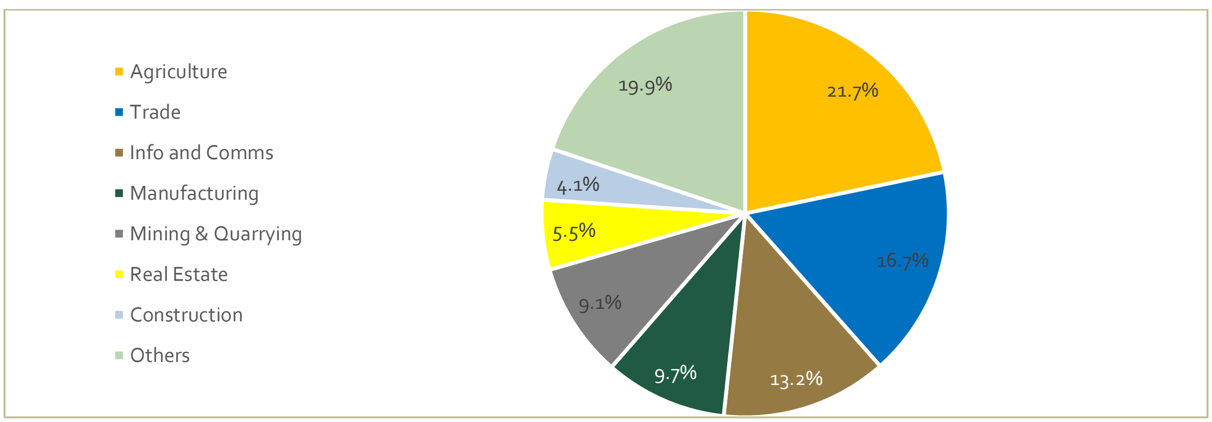
The threats make for a tense political environment which negatively affects the productivity of individuals and companies. The government has taken steps to mediate these conflicts and to reach an amicable resolve that will drive the growth of the nation.

Nigeria held its elections in February 2019, where Muhammadu Buhari was re-elected as the President. Given the continuity in governance, there is likely to be minimal disruptions. It remains to be seen how domestic and foreign investors will take to the re-election of President Buhari. The government's focus should continuously be on stimulating economic activity, infrastructural investments and diversifying the economy away from oil. Buhari would also need to continuously address the Boko Haram and Niger Delta militancy.

E. ECONOMY

According to the World Bank, Nigeria is Africa's largest economy with a GDP of US$397.2 billion reported in 2018, ahead of South Africa and Egypt. In 2018, the oil sector contributed 7.1% to the GDP while the non-oil sector accounted for 92.9% of the GDP, as shown in figure 5.

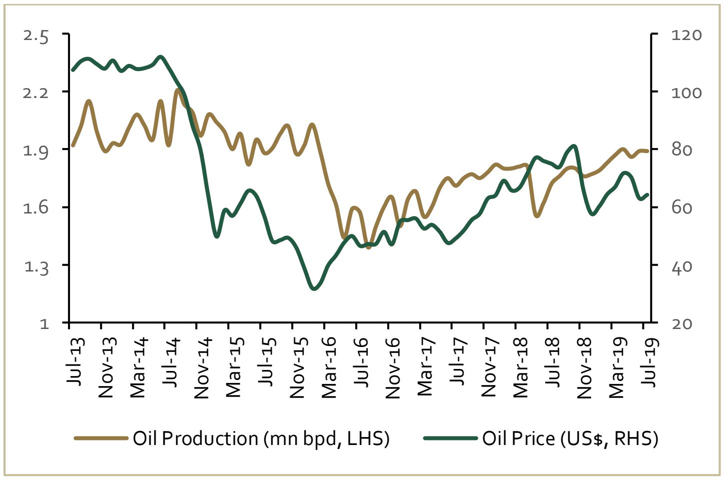
Figure 5: GDP Breakdown by Sector (Q1 2019)



Source: National Bureau of Statistics

Despite reporting strong growth in the early part of the decade, the country's economy witnessed a recession in Q2 2016 primarily due to a plunge in global oil prices and lower oil production. The economic recession highlighted the importance of diversifying the country's revenue streams and fostered the initiation of various programs and policies to diversify the government revenues away from the oil and gas sector. The Federal Government's diversification initiatives, largely directed towards the agriculture sector, have gradually yielded results and the economy has witnessed a slow but positive turnaround since Q2 2017. In addition, volatility of oil prices translates to volatility of FX reserves. It is therefore crucial for Nigeria to find alternate sources of foreign exchange in order to reduce the pressure on the Naira. Inflation has been on a downward trend, moderating to a 42-month low of 11.08% yoy in July 2019, from 11.22% yoy in June 2019.

Figure 6: Oil Production (Mn bpd) and Oil Price (USD)

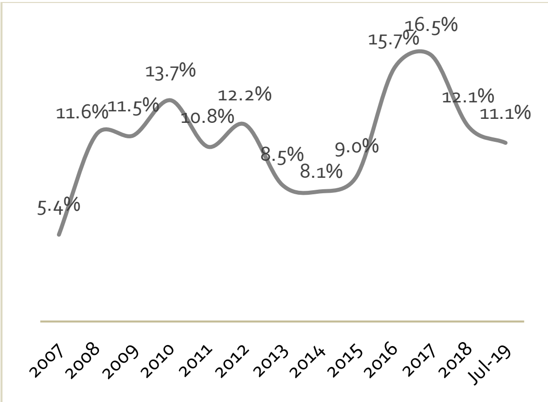


Source – Nigeria Bureau of Statistics

Similarly, Nigeria's external reserves is higher at US$44.4 billion in August 2019 up from US$23.9 billion in October 2016 driven by higher oil production and prices and the Sovereign's recent debt raising efforts. In addition, following the various stabilization efforts by the CBN, the Nigerian Naira is expected to remain stable, at least in the short term. To keep the FX market fluid, the CBN has introduced several policies to facilitate the availability of FX for trade and investment transactions. The Investors and Exporters Window (I&E Window) introduced by the CBN in April 2017, to ease the supply of FX, has averaged a weekly turnover of US$1billion and a total turnover US$125.1 billion between inception and August 2019.

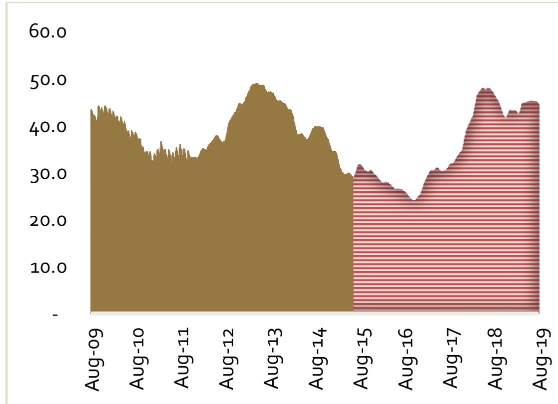
Despite the positive economic indicators reported in recent times, more aggressive growth can be achieved by better regulatory frameworks that promote investor confidence, improved coordination of monetary and fiscal policies, quick implementation of yearly budgets and improved security.

Figure 7: Inflation



Source: National Bureau of Statistics

Figure 8: FX Reserves (USD'bn)



Source: National Bureau of Statistics

15. QUICK SERVICE RESTAURANT – INDUSTRY OVERVIEW

The Quick Service Restaurants (QSR) Industry in Nigeria is highly fragmented. The sector was traditionally dominated by informal food kiosks and street vendors but has evolved significantly over the past two decades to include a number of established and formally-structured entities. The fragmentation is principally due to the minimal start-up requirements, low levels of innovation in product offerings and low product differentiation, especially amongst indigenous brands which has led to very intense competition. The QSR Industry was estimated at ₦260 billion in 2017 and grew by circa 6% in 2018, driven by an anticipated increase in store counts and aggressive revenue generating strategies by key players[2] in the industry.

UAC Nigeria Plc pioneered the first QSR business in Nigeria in 1982, with the coffee shops in its Kingsway Departmental Stores which later transformed into Kingsway Rendezvous. In 1986, the first restaurant under the brand Mr. Biggs (a subsidiary of UAC) opened up in Yaba, Lagos thus ushering in a new era in which hot foods became the focus. Since that time, the industry has grown exponentially; significantly driven by a rising middle class, rapid urbanization, growing population and changing consumer tastes and preference.

The industry can be broadly classified into 2 segments - indigenous fast food companies aiming to provide low-priced meals to Nigerians in the country's middle-income bracket and international QSR chains servicing more affluent customers. The indigenous fast food companies include Tantalizers, Sweet Sensation, The Place, Chicken Republic, Mama Cass Restaurant, Tastee Fried Chicken (TFC), MegaChicken and a wide array of single-business competitors. International brands include new entrants like Domino's Pizza, KFC, Pizza Hut, Johnny Rockets, Cold Stone Creamery, Pinkberry, Debonairs, Ocean Basket and many more.

A. INTERNATIONAL QUICK SERVICE RESTAURANT CHAINS

The international brands in the Nigerian market have come from either South Africa or the United States. The brands of these foreign franchises are often associated with luxury or elite spending patterns and typically operate within the middle to higher income category with offerings tailored to local tastes. For example, Domino's has elected to target a higher-income bracket, and unlike in its home market where the standard service is delivery, the chain has learned that most customers prefer to dine-in. In 2017, Quality Foods Africa (QFA) introduced the Krispy Kreme franchise offering a variety of gourmet donuts, whilst doubling as an alternative to the traditional coffee shop – selling both cold and hot drinks. QFA's plan is to expand the Krispy Kreme Nigerian franchise to twenty shops by 2022.

Chains such as Debonairs (a pizza chain from South Africa) were the first to enter Nigeria, and later investments include Steer's (offering a burgers-and-fries menu). Debonairs is struggling with consistency in quality as a result of restriction on certain import items which is a vital part of their

[2] Agusto Research

products. In 2013, South Africa's Famous Brands bought a 49% stake in UAC Restaurants, the UAC subsidiary that holds and operates the conglomerates' Mr Biggs QSR assets. The first American chain was KFC, which arrived in 2009 in City Mall in Onikan, a district of Lagos. KFC has opened 24 more locations since. It was followed in August 2012 by the Domino's Pizza and Cold Stone Creamery ice cream outlets and Johnny Rockets in December 2012, offering a 1950s American diner theme with its burgers, fries and milkshakes. McDonald's also expressed interest in 2014. Pizza Hut recently commenced operations in Nigeria and is yet to grow its stores or establish its footprint.

B. Indigenous Quick Service Restaurant Chains

Though the QSR industry in Nigeria is predominantly modelled after international brands, the market is still mainly populated by unstandardized indigenous entrepreneurs. The unstandardized outlets are usually owned by unregistered small operators, providing informal but fast casual table services to customers; and comprise the traditional food vendors, cafeterias, casual dining restaurants and food delivery businesses. A segmentation of these outlets is provided below:

Size	Estimated Capital	No. of staff	No. of Customers (Daily Average)
Small	Less than ₦5 million	Below 20	Below 250
Medium	₦5 million – ₦50 million	20 – 50	250 – 1000
Large	Above ₦50 million	Above 50	Above 1000

At the lower end of the scale, the market is led by Mr. Bigg's. Mr Biggs, the oldest player with the widest store footprint in Nigeria has been unable to leverage its scale and first mover advantage to consolidate its position in the industry despite its partnership with Famous Brands. Sweet Sensations is recorded as being the first outlet to feature local cuisine on the menu, such as jollof rice and indigenous stews. In this segment, Tantalizers was the most likely to offer parking on site, and had about 30 outlets in Lagos, Abuja, Ibadan and Port Harcourt in late 2013. Chicken Republic, the second largest store network in Nigeria is expansion-minded, having opened 57 restaurants in Nigeria since its founding in 2004. Chicken Republic underwent significant restructuring in a bid to improve profitability, affordability of products and brand perception. Other domestic franchises like Tastee Fried Chicken (TFC) and Mega Chicken are also considered as to be amongst the leading QSR operators in the country with 14 and 3 outlets respectively. TFC established its market dominance in Lagos state alone using strategic policies including partnerships with Oando service stations. Offerings at the respective chains vary widely from Nigerian cuisine, an adapted American or continental menu. International investors have been active investors with the International Finance Corporation (IFC), the private equity and advisory arm of the World Bank, having invested a total sum of $28.5m in Tantalizers and Food Concepts (owners of Chicken Republic), in 2010 and 2011 respectively.

C. Economic Impact

Despite stiff competition, infrastructural challenges and political impasse, the QSR industry remains attractive to domestic and foreign players who seek to establish a presence in Africa's largest consumer market. Like many areas of the economy, the long-term potential stands out in a global context because of Nigeria's sizeable and youthful population, currently estimated at circa 190 million. The growth in this industry has been a key contributor to the Nigerian economy, through the creation of both formal and informal employment opportunities for Nigerians. The sector was identified as the leading overall employer, being highly labour intensive; and providing various job opportunities, along the food supply chain from the farm to table.

Increased safety rules and practices in the industry, which are in line with global best standards, have been a key factor in attracting new entrants to the market. This has resulted in more international brands looking to enter the Nigerian market. For example, McDonalds expressed interest in the Nigerian market in 2014.

D. Innovation and Technology

In the last few years, the following chains have redefined class, style and innovation in the industry: Domino's Pizza with 43 outlets across Nigeria, Cold Stone Creamery with 39 outlets, Pinkberry, with 5 outlets as well as Debonairs Pizza, with 8 outlets. Besides making deliveries, they have introduced technology to reduce waiting time and ensure operational excellence by providing real-time updates on orders. The impressive growth in the Nigerian e-commerce market and technology space has opened up a new competitive frontier in the QSR industry. Customers in Nigeria are now able to order to their palate's delight either from the nearest restaurant or from their choice of restaurants, all from a mobile app or website such as Jumia Food an SME market Hub. On innovation in delivery, Chicken Republic stands out with their website offering real-time online delivery service every weekday till 6pm and Saturdays to 8:00pm and on every weekday in Abuja to 6:00pm.

E. Challenges in the Industry

The industry has lost a number of players due to supply chain disruptions, low patronage and high operating costs with the main industry challenges being high infrastructural deficit, limited access to capital, foreign exchange risk, declining purchasing power of consumers, duplicity of taxes/permits, high energy and operating costs.

F. INDUSTRY SWOT ANALYSIS

Strengths	Weaknesses
• Minimal start-up requirements • Strong brand recognition among key industry players • Favourable changes in consumers tastes and preferences; increasing desire to eat out • Reduction in the cost difference between eating out and cooking a meal at home • Innovation and advancement in technology resulting in efficiency in home meal deliveries	• Challenging operating environment due to the cost of electricity and other infrastructure • Highly fragmented industry • Supply chain disruptions • Low brand loyalty among customers • High employee turnover • Variations in quality from branch to branch under franchising • Duplicity of taxes
Opportunities	**Threats**
• Increase in consumers' disposable income and thus spending habits • Fast food is on the rise in Africa • Rapid urbanization in Nigeria, which drives investment in the sector • Advancement in the technology space leading to more innovation in the industry	• Reducing purchasing power of Nigerians • Consumers preference shifting more towards healthier meal options • Rising costs of transportation • Changes in regulatory requirements and policies affecting importation of raw materials

Africa is the last frontier as regards the QSR industry and has been attracting huge investors for a few years. Nigeria is an essential part of that opportunity and QSRs will see substantial growth as the discretionary income of households grow and aspirations are explored and achieved.

16. RISK FACTORS

An investment in the Bonds is subject to significant risks. You should carefully consider all of the information in this Shelf Prospectus and, in particular, the risks described below before deciding to invest in the Bonds. The following describes some of the significant risks that could affect the Sponsor's business and the value of the Bonds. Additionally, some risks may be unknown to the Sponsor and/or the Issuer and other risks, currently believed to be immaterial, could turn out to be material. All of these could materially and adversely affect our business, financial condition, results of operations and prospects, which in turn could have a material adverse effect on our ability to pay all or part of the interest or principal on the Bonds.

The risks described below are not the only ones that may affect us or the Bonds and should be used as guidance only.

Given that the Sponsor is the operating company that will ultimately service the repayments of the Bonds, any reference to 'our' under this section is a reference to the Sponsor.

16.1 COUNTRY RISK

i. Economic risk

The Nigerian economy is largely dependent on oil production and is directly affected by fluctuations in the global prices of oil. Oil prices are unpredictable over the medium to long term and are determined by various factors outside our control. The impact of volatile oil prices on the Nigerian economy was evident in lowered external revenues and foreign reserves in the past few years of sub $50 oil price. Growth in the economy in recent quarters has been significantly less than in previous years, while inflation hits double digits. While the outlook for growth remains positive, any long-term shift away from fossil fuels, including from developed economies seeking to develop alternative sources of energy, could adversely affect oil prices and demand and the resulting oil revenue of Nigeria and the Nigerian economy in general. Damage to the Nigerian economy as a result of the downturn in the oil industry, may harm our customers and increase fuel costs, which may have a material adverse effect on our business, results of operations, financial conditions and/or prospects.

ii. Security risk

Terrorism and militant activity remain problematic in parts of Nigeria, where a range of terrorist and militant groups with differing goals operate. The Boko Haram sect, a terrorist group based primarily in north-eastern Nigeria, initially became active in 2009 and increasingly received international attention for the number and frequency of attacks against the Nigerian people. These incessant attacks led to the declaration of a state of emergency by the government on May 14, 2013 in the states affected by the Boko Haram conflict and the deployment of troops to those states. However, the state of emergency declared has since lapsed and the Nigerian military has recorded some success in containing the threat of the Boko Haram in recent times.

In addition to the instability caused by Boko Haram, there have also been attacks by Fulani herdsmen in various states in the country such as Abia, Enugu, Benue and Adamawa resulting in the death of hundreds including women and children.

Unless resolved by the government, these conflicts may adversely affect Nigeria's political and economic stability which may, in turn, further affect our business, financial condition and results of operations.

iii. Emerging markets risk

Emerging markets such as Nigeria are subject to greater risks than more developed markets, and financial turmoil in any emerging market could cause the price of the Securities to decrease. These risks include, but are not limited to, the following:

- higher volatility and less liquidity in respect of the Bonds;
- greater political risk, and changes in, and instability of, the political and economic environment;
- civil strife, terrorism and insurrection;
- government interventions;
- potential adverse or unforeseen changes in laws and regulatory practices, including import and export license requirements and restrictions, tariffs, legal structures and tax laws;
- difficulties in staffing and managing operations;
- lack of well-developed legal systems, which could make it difficult for us to enforce contractual rights and intellectual property;
- security and safety of employees;
- adverse currency fluctuations;
- consequences of corrupt practices on the economy;
- logistical and communications challenges; and
- changes in labor conditions.

Generally, investment in emerging markets is only suitable for sophisticated investors who fully appreciate the significance of the risks involved in and are familiar with investing in emerging markets. Investors should also note that emerging markets such as Nigeria are subject to rapid change and that the information set forth in this Prospectus may become outdated relatively quickly. Moreover, financial turmoil in any emerging market country tends to adversely affect prices in equity markets of all emerging market countries as investors move their money to more stable, developed markets. As has happened in the past, financial problems or an increase in the perceived risks associated with investing in emerging economies could dampen foreign investment in Nigeria and adversely affect the Nigerian economy. In addition, during such times, companies that operate in emerging markets can face severe liquidity constraints as foreign funding sources are withdrawn. Any of the aforementioned risks could have a material adverse effect on our business, financial condition and results of operations *iv.* ***Political Risk***

Any significant changes in the political climate in Nigeria, including changes affecting the stability of the government or involving a rejection, reversal or significant modification of policies, favoring the privatisation of state-owned enterprises, reforms in the power, banking and oil and gas sectors or other reforms, may have negative effects on the economy, government revenues or foreign reserves and, as a result, a material adverse effect on our business, results of operations, financial condition, cash flows, liquidity and/or prospects.

v. ***Inefficiencies in the judicial system may create an uncertain environment for investment and business activity.***

Nigerian law is predicated on the common law system, with its roots being derived from the English legal system. Still in its growing phase, the Nigerian legal system continues to undergo development and faces a number of challenges including delays in the judicial process as most cases take a considerable period of time to be concluded. However, recent years have witnessed considerable reform of the judiciary, especially in Lagos State (the commercial center of Nigeria and where we are headquartered), with the setting up of commercial courts, the appointments of more commercially minded judges and the introduction of new rules to cut down on delays in the judicial process. In addition, the Federal government has made the National Industrial Court a superior court of record. The National Industrial Court has exclusive jurisdiction amongst others, in civil cases and matters relating to labor, employment, trade unions, industrial relations, terms of service, and matters arising in relation to the workplace. Despite reforms, the slow judicial process may sometimes affect the enforceability of judgments obtained. Those and other factors that have an impact on Nigeria's legal system make an investment in the Bonds subject to the aforementioned risks.

16.2 RISKS RELATED TO THE BUSINESS

i. ***Licenses and permits***

Our operations require us to procure and maintain certain permits, licenses and approvals in relation to our business. Some of such licenses, permits and approvals are valid for limited periods, and have to be periodically renewed. Furthermore, the official permits, licenses and approvals contain conditions and requirements that we are required to fulfil. If we fail to renew such permits, licenses or approvals, or if any of them is suspended or terminated, or if their conditions and requirements are amended, this could result in us suspending some of our operations, causing disruption to services or incurring additional costs. It could also lead to the imposition of penalties by regulatory authorities, such as reprimands, warnings and fines, for non-compliance with the relevant licensing and approval requirements.

Any of the above may have an adverse impact on our business, future prospects and financial position.

ii. ***We may become party to disputes, legal and regulatory proceedings.***

In the ordinary course of business, we may be named as a defendant or an interested party in legal actions, claims and disputes in connection with our business activities. Any such litigation, dispute or proceedings may be costly, and may in certain circumstances require us to divert management's attention and other resources away from the business which could have a material adverse effect on our business, financial condition and results of operations.

Additionally, any negative outcome with respect to any legal action(s) in which we are involved in the future could have a material adverse effect on our business, financial condition and results of operations.

iii. Potential increase in operating expenses

Our primary operating expenses include diesel fuel, lease rents, monthly wages and salaries, and insurance. There is no assurance that our operating expenses, including those noted above, will not increase in the future or that we will be able to successfully pass any such increases in operating expenses to the customers. For example, we require a substantial amount of diesel to power our respective branches. As such, we remain exposed to diesel price volatility, which may result in substantial increases in our operating costs and reduced profits if prices rise significantly. Further, our attempts to reduce power costs through the deployment of hybrid battery and solar technologies, may not be successful.

Any increases in operating expenses referred to above would reduce our operating margins and may have a material adverse effect on our business, financial condition and results of operations.

iv. Increased competition in the QSR industry

With the recent entrance of Pizza Hut into the QSR space in Nigeria, in addition to other existing competitors such as Debonairs, Sweet Kiwi, and Hans & Rene, competitive pressures could increase materially and adversely affect the prices of our products. It could also result in a reduction in demand for our products, loss of existing customers, or new customers patronizing our competitors rather than us. Any of the foregoing factors could materially adversely affect our business, financial condition and results of operations.

v. Risks of Growth and Expansion

Our company's strategy includes future expansion and development plans, based on forecasts, patterns and estimates. There is no guarantee that such forecasts, patterns and estimates are correct or sound. Accordingly, should such forecasts, patterns or estimates prove to be untrue then it may adversely affect our business, financial position, operating results and future prospects.

Additionally, our future will depend in part on our ability to manage our growth in a profitable manner. Our management will need to expand operations for achieving the necessary growth. Such expansion will involve retaining and supporting our existing customers, attracting new ones, recruiting, training, and retaining personnel, and maintaining adequate financial controls. If we fail to achieve such growth, such failure may adversely impact our business and financial position.

16.3 RISKS RELATING TO BONDS & THE ISSUER

i. *Structural Risks*

a. ***The Issuer***

The Issuer is a special purpose vehicle with no business other than issuing Bonds and purchasing corresponding Intercompany Bonds issued by the Sponsor. The Issuer has no assets other than such Intercompany Bonds. The ability of the Issuer to repay the Bonds will be limited to the ability of the Sponsor to repay the Intercompany Bonds and so, investors are relying solely on the creditworthiness of the Sponsor provided.

b. ***The market price of the Bonds may be volatile***

The market price of the Bonds could be subject to significant fluctuations in response to actual or anticipated variations in our operating results and those of our competitors, adverse business developments, changes to the regulatory environment in which we operate, changes in financial estimates by securities analysts, the actual or anticipated sale of a large number of Bonds or other securities and other factors.

c. ***Credit ratings may not reflect all risks***

One or more independent credit rating agencies may assign credit ratings to the Bonds. Such ratings may not reflect the potential impact of all risks related to our company, the market in which it operates, the other risks discussed herein and other factors that may affect the value of the Bonds.

A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal by the rating agency at any time. We cannot give any assurance that a credit rating will remain constant for any given period of time or that a credit rating will not be lowered or withdrawn entirely by the credit rating agency if, in its judgment, circumstances so warrant. A suspension, reduction or withdrawal at any time of the credit rating assigned to the Bonds by one or more of the credit rating agencies may adversely affect the cost and terms and conditions of our financings and could adversely affect the value and trading of the Bonds.

d. ***Legal Investment considerations may restrict certain investments***

The investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (i) the Bonds are a legal investment for it, (ii) the Bonds can be used as collateral for various types of borrowing, and (iii) other restrictions may apply to its purchase or pledge of any Bonds.

ii. Market Risks

a. Liquidity risk for the Bonds

While the listing of the bonds on the FMDQ OTC and/ or on any other approved exchange increases the possibility of trading activity, there may not be very active two-way quote trading in the Bonds once issued. The liquidity of the Bonds may be somewhat limited, and investors may not be able to trade the Bonds actively. Although, there are a number of initiatives aimed at developing the debt capital market, and creating a liquid and a vibrant bonds market, the impact of these initiatives on the trading of the Bonds cannot be assessed at this time.

b. Changes in interest rates may affect the price of the Bonds

When securities such as bonds are offered with a fixed interest rate, such securities are subject to price fluctuations. As such, securities may vary inversely with changes in prevailing interest rates. That is, where interest rates rise, prices of fixed rate securities fall and when interest rates drop, the prices increase. Accordingly, the extent of the fall or rise in the prices is a function of the existing Coupon, days to maturity and the increase or decrease in the level of the prevailing interest rates. Increased interest rates which frequently accompany inflation and/or a growing economy are also likely to have a negative effect on the price of the Bonds.

The Bonds may, in the event of a change in market conditions which result in an adverse change in interest rates, be unattractive to investors; with the prevailing rates being more attractive than the Coupon on the issued Bonds.

c. Foreign currency risk

Aspects of our operational activities may involve foreign currency either in terms of the cost of manpower, importation of raw materials or other foreign currency denominated elements. Accordingly, we are subject to fluctuations in the rates of currency exchange between the Naira and other currencies, and such fluctuations or any further depreciation of the Naira may materially affect our business, prospects, financial condition and results of operations.

17. THE ISSUER

INTRODUCTION

The Issuer was incorporated in Nigeria on 11 March 2019 (registration number 1567102 as a Public Limited Liability Company (PLC) under the name of Eat & Go Finance SPV PLC. The registered office of the Issuer is at 1715 Idejo Street, Off Adeola Odeku, V.I., Lagos State. The Issuer has no subsidiaries or affiliates. The Issuer is a special purpose funding vehicle of Eat 'N' Go Limited with no business operations of its own, other than borrowing, advancing / passing through funds to, and receiving funds from the Sponsor

The authorised share capital of the Issuer is ₦ 20,000,000 (Twenty Million Naira) divided into 20,000,000 (Twenty Million) ordinary shares of ₦ 1 (One Naira) each. The issued share capital of the Issuer is ₦ 20,000,000 (Twenty Million Naira) divided into 20,000,000 (Twenty Million) ordinary shares of ₦ 1 (One Naira) each, all of which have been issued at par, and are held as follows:

Name	Shareholding	Percentage (%)
Eat N Go Limited	19,999,999	99.999995
Charbel Antoun	1	0.000005

The principal objects of the Issuer are set out in clause 3 of its Memorandum and Articles of Association and, amongst other things, is to borrow or raise money as the company shall think fit and in particular, by the issue of corporate bonds whether or not backed by rights in and relating to loans.

PRINCIPAL ACTIVITIES

The principal activities of the Issuer will be to raise and borrow money for the Sponsor through the issue of bonds, debenture, debenture stock, other securities or perpetual annuities. This will be done in accordance with the terms of the transaction. Copies of the Memorandum and Articles of Association of the Issuer may be inspected at the specified offices of the Issuer.

The Issuer has not engaged, since its incorporation, in any activities other than those incidental to its incorporation and registration as a PLC, the authorisation and issue of the securities and of the other documents and matters referred to or contemplated in this document to which it is or will be a party and matters which are incidental or ancillary to the foregoing.

The Issuer's activities are restricted by its Memorandum and Articles of Association and the terms of the Trust Deed and other related Transaction documents.

DIRECTORS AND SECRETARY

Name	Business Address
Charbel Antoun	C&C towers 10th floor, 1684 Sanusi Fafunwa Street, Victoria Island Lagos State
Patrick McMichael	1715 Idejo Street, Off Adeola Odeku, V.I., Lagos State
Oyinkan Alakija	Lofty Heights Building, Ganiyu Bola Hussein Close, Lekki Phase 1, Lagos State

DIRECTOR'S INTERESTS

No director has any interest in the promotion of the Sponsor and/or the securities to be purchased or proposed to be purchased by the Issuer.

PROFILES OF THE DIRECTORS AND SECRETARY

Mr Charbel Antoun –Director

Mr Charbel Antoun has experience spanning over 13 years and has been involved in the establishment of a number of organizations in Nigeria including Lancelot Global Resources (a Nigerian real estate company where he serves as the CEO) as well as G&C Drainage and supplies Limited (a contractor for infrastructure projects in Nigeria). He attended the Independent Director Program at INSEAD and currently serves as a Director of Hotel Presidential, Construmat Nigeria Limited and Courdeau Catering Nigeria Limited (a catering company for oil and gas companies).

He holds a B.Sc. in Electrical Engineering and a Masters in Finance, both from the University of Southern California.

Mr Patrick McMichael – Director

Mr Patrick McMichael has over 29 years' experience in the quick service restaurant business globally. Prior to joining Eat 'N' Go, Patrick had a long career as Chief Development and Franchise Officer at Domino's Pizza Enterprises, one of the largest Domino's Pizza Franchisees in the world. He previously served as the CEO of Domino's Pizza Indonesia where he increased store count from 78 to 131 within a year. He also served as COO of Retail ZOO the owners of multiple brands like Boost Juice, Salsas Fresh Mex and CIBO Espresso.

He is a Hotel Graduate from the Santa Barbara City College in California. He studied Business Administration at the Australian Institute of Business and undertook a one semester Economics course at the Charles Sturt University.

Mrs. Oyinkan Alakija – Company Secretary

Mrs. Oyinkan Alakija Esq is a legal practitioner with a legal wealth of experience spanning over 15 years. Her core areas of expertise cuts across almost all spheres of the legal practise which range from Corporate Commercial, Property, Maritime & Admiralty Law, Intellectual Property, Litigation to mention but a few.

She began her education in UK at the early age of 7 where she attended Belmont primary school; she completed her secondary education at the prestigious Victoria Girls' College, before going on to study Law at the University of Kent in Canterbury. She felt a better understanding of business would strengthen her legal prowess and embarked on an MBA at the Tanaka Business School, Imperial College (London) for a better understanding of the law practise from the business angle.

Mrs. Oyinkan Alakija Esq. graduated from school in 2003 and since then has worked for high profile law firms like Wale Babalakin & Co., Afe Babalola & Co., Ejide Sodipo & Co. She also had a brief stint in the banking industry at First City Monument Bank (FCMB) where she managed public sector banking before branching off to law to start her own law firm Gresyndale Legal.

EMPLOYEES

The Issuer has no employees.

INDEBTEDNESS

The Issuer has not incurred any debt, other than that which it shall incur in relation to the transaction contemplated herein.

MATERIAL CONTRACTS

The Issuer has not entered into any material contracts other than in the ordinary course of its business.

NO MATERIAL ADVERSE CHANGE

Since the date of the Issuer's incorporation, there has been no material adverse change, or any development reasonably likely to involve any material adverse change, in the condition (financial or otherwise) of the Issuer.

FINANCIAL INFORMATION

Since the date of incorporation, the Issuer has not commenced operations and no financial statements have been compiled or published as at the date of this Shelf Prospectus.

LITIGATION

The Issuer is not and has not been, since its incorporation, involved in any litigation or arbitration proceedings which may have or have had during such period a significant effect on its financial position and, as far as the Issuer is aware, no such litigation or arbitration proceedings are pending or threatened.

18. THE SPONSOR – EAT ‘N’ GO LIMITED

History and overview

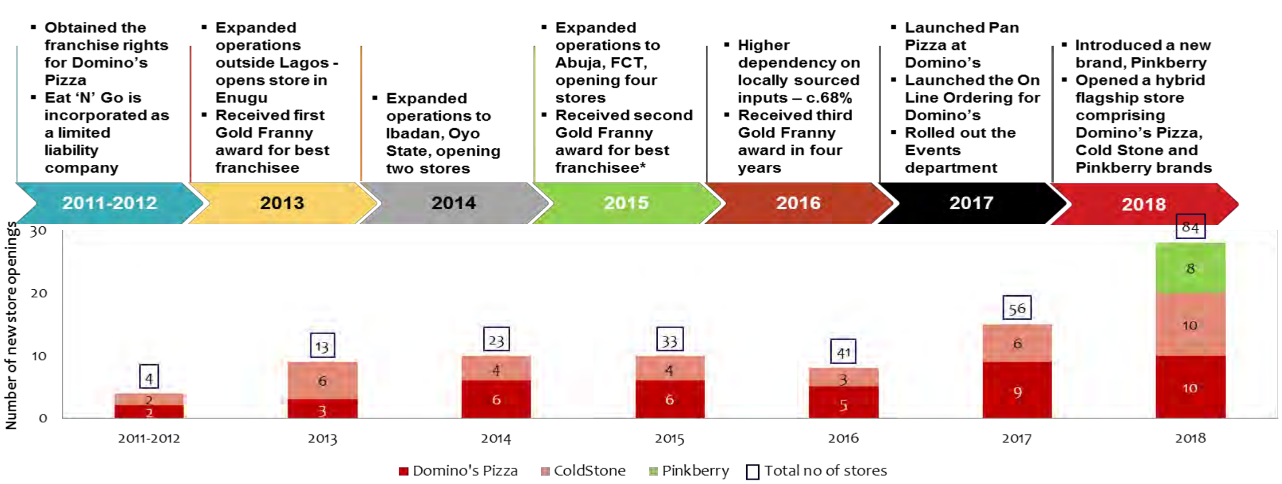
The Sponsor is one of the leading Nigerian QSR operators engaged in the provision of fast food, snacks, drinks and dairy products. The Company has sole and exclusive franchise rights with Domino’s Pizza International (“DPI”) for its pizza food chain (Domino’s Pizza) and Kahala Brands LLC, for its ice cream (Cold Stone Creamery) and dairy products (Pinkberry) in Nigeria, with the Right of First Refusal for Cold Stone Creamery and Pinkberry regarding expansion into the rest of West Africa and Cameroon.

DPI is the recognized world leader in pizza delivery and operates a network of company-owned and franchise-owned stores in international markets, while Kahala Brands LLC is one of the largest holding companies for franchise fast food restaurants in North America.

The Sponsor commenced operations in 2012 with only two brands (Domino’s Pizza and Cold Stone) and two outlets in Lagos State. Since then, operations have expanded significantly to **100** stores across three states and the Federal Capital Territory, Abuja as at August 2019. In 2018, the Sponsor obtained the rights for the Pinkberry brand and witnessed rapid expansion with eight new stores opened in the same year. The Sponsor owns and operates all its stores, which are positioned at various strategic and densely populated locations across Nigeria. Its brands either operate as co-located or stand-alone outlets depending on the location, brand perception and market dynamics of the various products in a particular location.

The Sponsor’s restaurants are geographically diverse with heavier concentration on urban / metropolitan areas such as Lagos State. This concentration provides the Sponsor with a number of benefits, including a more cost-effective labour pool, more favourable location economics, a higher customer base with higher spending power, which will help drive greater customer and employee loyalty. Agusto & Co. estimates that 50% of the revenues earned in the QSR industry emanates from Lagos State.

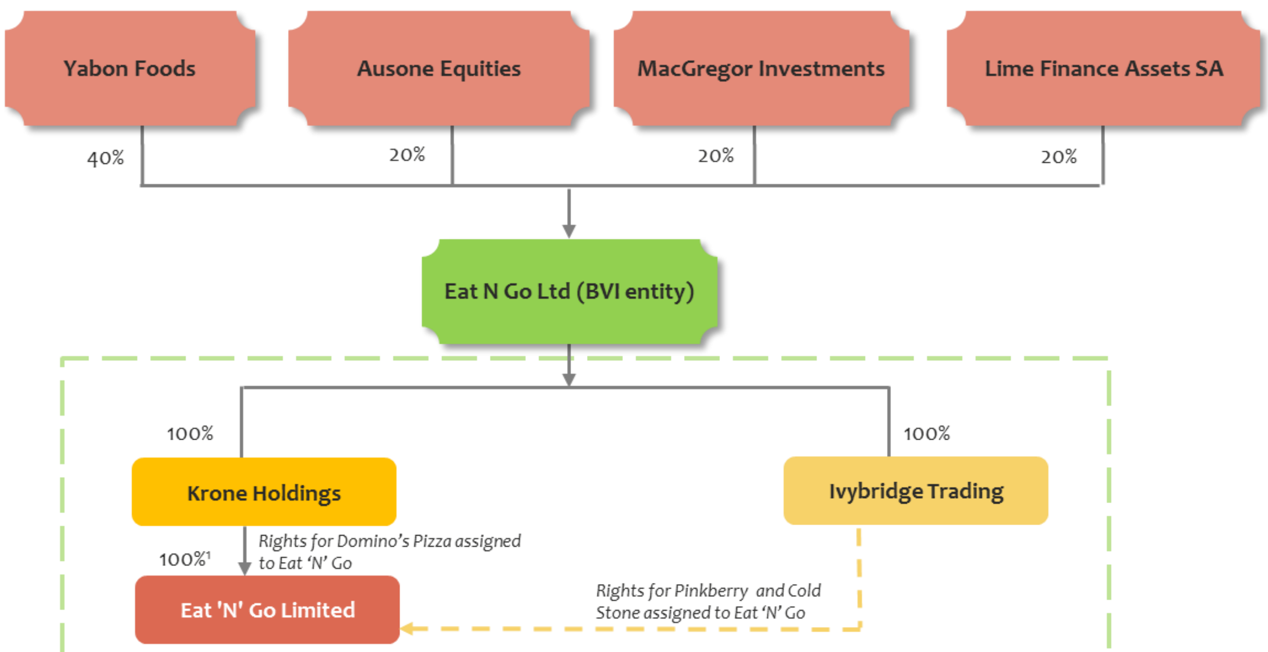
The Sponsor has however begun to expand its network to major state capitals and other commercial areas in the country and expects to do this more aggressively over the next 5 years. The charts below highlight the Sponsor’s substantial growth and key milestones over the last eight years:



Shareholding structure

The Sponsor is owned by Krone Holdings and Harijeevan Shetty. The shareholding structure is reproduced below.

S/N	NAME AND ADDRESS OF SHAREHOLDERS	NUMBER OF SHARES TAKEN
1.	Krone Holding Inc. Akara Building, 24 De Castro Street, Wickhams Cay 1, Road Town, Tortola, British Virgin Island	9,999,999 ordinary shares
2.	Harijeevan Shetty 20 Elias Close, Victoria Island, Lagos	1 ordinary share



[1] *One share is owned by a nominee shareholder*

Krone Holdings and Ivybridge Trading are BVI registered investment entities, 100% owned by Eat 'N' Go Ltd BVI, an investment vehicle of the four founding shareholders, incorporated and domiciled in British Virgin Islands. Both entities are the franchisees for the Domino's Pizza and Cold Stone brands respectively but have assigned those rights to the Sponsor. The franchise for Pinkberry is also held by Ivybridge Trading and those rights have also been assigned to the Sponsor.

Awards and recognition

Since inception, the Sponsor has won a number of awards, including:

- Recognised in 2017 and 2018 as one of "**The companies to inspire Africa**" by the London Stock Exchange Group

- **Domino's Pizza Gold Franny Award:** The Gold Franny award is a global award given to a prestigious Domino's Pizza franchise owner in recognition of performance, standard of quality for products, services, safety test and also to store owners who rank in the top 1% on several measurements. These measurements include sales performance, product quality and operational audit scores, corporate governance, community involvement, store safety and security levels and store crew morale.

  The award is given to a select group of 30 Domino's franchises out of over 2,300 international franchisees annually; 8 of whom have received it on a recurring basis yearly, including the Sponsor.

  The Sponsor is the first Domino's Pizza franchise to be awarded with the Gold Franny award three times in only four years of operations.

- **Mace Region Award:** This award is given by Domino's International through their regional office.
  - #1 top pizza in 2016
  - #1 top load average (2.2 minutes)

Business segments

Domino's Pizza

Domino's Pizza is the food restaurant chain and food delivery segment of Eat 'N' Go, which is in the business of selling pizzas. The segment also sells drinks and a number of chicken and bread-based side orders. Domino's Pizza offers delivery service through a phone-call ordering system and a unique online ordering system, which enables customers track their pizza order online and in real time.

The Domino's Pizza brand is one of the most widely recognized consumer brands in the world and is popular across North America, Latin America, Caribbean, Europe, Africa, Asia Pacific and the Middle East. The brand is associated with timely delivery of quality, affordable pizza and other complementary items. Eat 'N' Go has a 10-year master franchise license for the Domino's Pizza brand in Nigeria, which was obtained in 2011. Its franchising agreement allows for the Sponsor to receive notice from the franchisor, DPI and submit a written proposal with regards to any intention to develop the brand across West Africa and Cameroon, allowing it to take advantage of expansion opportunities.

The Domino's Pizza segment operates a cost-efficient store model, characterized by a well-organized central production and inventory management process. Its dough manufacturing process is centralized to enhance the quality and consistency of its products, manage costs and leverage economies of scale. c.73% of the raw materials used in its products are sourced locally], which helps to mitigate any shocks in foreign exchange / imported goods and effectively manage lead time.

Domino's Pizza has 3 commissaries in Nigeria, 1 in Lagos 1 in Abuja and 1 in Port Harcourt, with capacity to serve 150 stores in Nigeria. Commissaries are established kitchens where raw and semi processed materials are received and made ready for delivery to Domino's stores. As the company continues its expansion drive, it is embarking on the construction of its state-of-the-art commissary, which has the capacity to serve more than 100 locations across Nigeria.

DPI's global operational model allows for flexibility at a country level to customize menus to suit customers taste. As such, Domino's Pizza can typically offer products more in line with Nigerian taste e.g. Chicken Suya Pizza flavour. The segment menus are reviewed to meet new and changing demand and retain customer loyalty.

Prices for Domino's Pizza vary by size and pizza type, as such, it is able to offer products across different price points.

The types of pizzas offered include pizza with thin and thick crusts such as: Classic pizzas (Pepperoni, BBQ Chicken), Favorites pizzas (Chicken Suya and Deluxe pizzas) and Premium pizzas (Chicken Bali and Meatzza pizzas). Side orders offered by Domino's include Breadsticks, Kickers Suya Wings, Chicken Wings and the likes.

Domino's Pizzas are made with the use of the know-how and technical knowledge afforded by Domino's International.

Cold Stone Creamery

Cold Stone Creamery is the dairy product and drinks segment of Eat 'N' Go. It is in the business of selling ice cream, ice cream cakes, cupcakes and drinks. Cold Stone is perceived to be an exciting, energetic, innovative and distinctive brand. Cold Stone stores are typically located in malls near movie theatres, other restaurants or areas with heavy human / foot traffic, allowing its customers easy accessibility.

Eat 'N' Go has the exclusive, personal and non-transferable license to use the Cold Stone brand in Nigeria. A 10-year master franchise license for Nigeria was obtained in 2012, as well as sub-franchising right which was obtained in 2013. Eat 'N' Go additionally has the right of first refusal for additional countries within the West African region and Cameroon. The franchise agreement provides for selected members of the Cold Stone brand in Nigeria to be trained in the operation of stores at no cost to the Company.

Cold Stone Creamery is known to be producer of super-premium ice cream and is one of the most talked about ice cream companies in the world today across North & South America, Canada, Europe, Asia and Africa.

Cold Stone has 3 commissaries located in Lagos, Abuja and Port Harcourt, which has the capacity to serve 150 stores. Due to the nature of Cold Stone products, some of its raw materials are imported. However, in recent times, the Company has reduced the level of import dependency for its Cold Stone products. 30 % of its raw materials are currently sourced locally.

Cold Stone makes its ice cream and cakes in its commissaries daily, using high end premium products and its products are consistent across all locations. It uses several complimentary products with its ice cream which include: waffles, apple pie filling, cherry pie filling, peach pie filling, graham cracker pie crust, caramel, cinnamon, fudge, sprinkles, sugar cone pieces, nuts, chocolate bars, brownies, nuts, honey and the likes. The ice cream can be served in a bowl, waffle cone or waffle bowl. Its customers are able to create their own unique ice cream blends from a variety of ice cream flavours, and they have a full view of how their ice cream order is packaged.

Cold Stone ice cream comes in various popular flavours. It offers signature and customized ice cream as well as sorbet products to its customers. The ice cream and sorbet creations come in many forms, from standard cups to waffle bowls and sugar cones. They typically come in three portion sizes. Special cakes sold include: ice cream cupcakes, hot stone and hot chocolate floats.

Drinks offered by Cold Stone include shakes (with flavours like: Savory Strawberry, Very Vanilla, Oh Fudge! and Milk & Oreo cookies) and smoothies (with flavours like Banana, Blueberry Banana, Strawberry Banana and Raspberry Banana). All its shakes are free of artificial sweeteners.

Pinkberry

Pinkberry is the frozen yogurt brand of Eat ‘N’ Go. Kahala Franchising LLC which owns the Cold Stone Creamery brand, is also the franchisor of the Pinkberry brand to Eat ‘N’ Go. Pinkberry is an innovative brand and has established its position in the frozen yogurt industry, catering not only to the millennial generation but also families and professionals.

Eat ‘N' Go has the exclusive, personal and non-transferable license to use the Pinkberry brand in Nigeria as well as the right of first refusal for additional countries within the West African region. Pinkberry has a simple and unsophisticated process from raw material acquisition to product delivery to customers. The Sponsor sources its fresh yogurt, fresh fruits, mix-ins and flavouring locally.

Pinkberry prides itself on freshly made products and its ingredients do not require cold storage, eliminating the need for large investments in cold storage facilities. Its menu includes frozen yogurt and smoothies. The frozen yogurt comes in two categories (Tart frozen yogurt and Sweet frozen yogurt) with 56 different flavours. Its smoothies also come in two categories: Frozen yogurt smoothies with 3 different flavours and Greek Yogurt Smoothies (which are blended with real fruit) with 4 different flavours. All products allow for a variety of toppings.

CORPORATE GOVERNANCE AND BOARD OF DIRECTORS OF THE SPONSOR

Eat 'N' Go's board structure comprise of two executive directors, two non-executive directors and two independent non-executive directors. The strength of its corporate governance structure is evidenced by the presence of independent board members and external auditors (PricewaterhouseCoopers), who have carried out mid-year and year-end audits on the Company since inception.

The Board formulates the broad policies and take decisions for the management and operations of the company with a view to attaining the company's objectives. Profile of the Board members are below.

Mr Charbel Antoun – Chairman

Mr Charbel Antoun is the Chairman and founding partner of Eat 'N' Go. Mr. Antoun has experience spanning over 13 years and has been involved in the establishment of a number of organizations in Nigeria including Lancelot Global Resources (a Nigerian real estate company where he serves as the CEO) as well as G&C Drainage and supplies Limited (a contractor for infrastructure projects in Nigeria). He attended the Independent Director Program at INSEAD and currently serves as a Director of Hotel Presidential, Construmat Nigeria Limited and Courdeau Catering Nigeria Limited (a catering company for oil and gas companies).

He holds a B.Sc. in Electrical Engineering and a Masters in Finance, both from the University of Southern California.

Mr Jean-Claude Meyer – Executive Director

Mr Jean-Claude Meyer is a founding partner of Eat 'N' Go. He has over 15 years of business development experience in Nigeria as he is also the founder of Novignis Group (an international company with active presence in numerous sectors including oil and gas trading, shipping management & ownership, manufacturing, retail, security, real estate, finance, food & beverages and hospitality). He currently serves as the President of TREA Investment Inc., Managing Director of Emporium Limited (a real estate development and investment company) and a Director in Marca International Ltd (an oil trading company).

Mr. Meyer attended the Executive General Management Program and the Independent Director Program at INSEAD. He holds a B.Sc. in Computer Science from the University of Texas, Austin.

Mr Marwan Dalloul – Non-Executive Director

Mr Marwan Dalloul is a founding partner of Eat 'N' Go and has been a Non-Executive Director of the Company since inception. He started his career at Abu Dhabi Investment Authority, managing a portfolio of assets across the USA and now has over 18 years of experience. Mr. Dalloul currently serves as the President of American Properties Inc, a Partner in JAN-PRO of Nigeria and Managing Partner of Dalfa Group. He is a member of the Real Estate Board of New York and a member of the Young Presidents' Organization.

He holds a B.Sc. in Business Administration from the American University, District of Columbia, United States of America. He also holds a M.Sc. in Real Estate Development and an MBA, both from Columbia University.

Mr Sebastian Clamorgan – Non-Executive Director

Mr Sebastian Clamorgan is a founding partner of Eat 'N' Go and has been a Non-Executive Director of the Company since inception. He has over 20 years of working experience in Nigeria with broad exposure to the African continent. He began his career at Merrill Lynch, before moving to create Venia International (a global consulting and investment firm focused on new investment opportunities in Africa and the Middle East).

He holds a B.Sc. in Economics and a Masters in Finance, both from European Business School.

Mr Kory Spiroff – Independent Non-Executive Director

Mr Kory Spiroff was appointed as an Independent Non-Executive Director of Eat ‘N’ Go on 20 March 2018. He has experience spanning over 30 years with the Domino’s Pizza franchise. He is the President of Alamar Foods (a franchisee of Domino’s Pizza across the Middle East, North Africa and Pakistan). He has extensive knowledge of the Domino’s brand, as he served previously as the Managing Director of Domino’s Pizza, Germany, Vice president and subsequently, Regional Director, Domino’s Pizza, Europe, Middle East and Africa. He holds a B.Sc. in Computer Science from Northern Michigan University.

MANAGEMENT TEAM

The management team comprise seven people, who are responsible for implementing and executing the organization’s objectives.

Mr Patrick McMichael – *Chief Executive Officer*

Mr Patrick McMichael was appointed Chief Executive Officer of Eat ‘N’ Go in May 2018 and has over 27 years’ experience in the quick service restaurant business globally. Prior to joining Eat ‘N’ Go, Patrick had a long career as Chief Development and Franchise Officer at Domino’s Pizza Enterprises, one of the largest Domino’s Pizza Franchisees in the world. He previously served as the CEO of Domino’s Pizza Indonesia where he increased store count from 78 to 131 within a year. He also served as COO of Retail ZOO the owners of multiple brands like Boost Juice, Salsas Fresh Mex and CIBO Espresso. He is a Hotel Graduate from the Santa Barbara City College in California.

He studied Business Administration at the Australian Institute of Business and undertook a one semester Economics course at the Charles Sturt University.

Mr. Ashwine Dhanuka – Chief Operating Officer

Ashwine Dhanuka is a data driven and results oriented Professional with more than 20 years of total work experience. He has worked with several international brands, including Subway, Grillado and Domino’s Pizza. His international experience across multiple regions, including USA, Australia, India, Singapore and Indonesia, have given him a thorough understanding of working with teams from diverse cultural backgrounds on strategies to globalize the business.

In his most recent role as Director of Operations at Domino’s Pizza, Indonesia, Ashwine recorded strong achievements in driving sales and profitability which were guided through excellent operational execution, data driven marketing decisions and transforming his team into high performance individuals.

He has a Bachelors in Information Science from Florida Institute of Technology, and an MBA in Marketing and International Business from Brisbane Graduate School of Business. Additionally, he is certified in Digital Marketing from Columbia Business School.

Ms. Lanre Sanusi – Chief Financial Officer

Lanre Sanusi is an experienced business leader with over twenty-six years’ experience in the Financial, Telecoms, Healthcare, Quick Service Restaurant and Agricultural sectors. She is a strategic finance executive who works collaboratively to develop and implement core business strategies. She has expertise in financial strategy, mergers & acquisitions, corporate finance, restructuring, business and technology transformation, operations, governance, risk management, fund raising and resource & treasury allocation.

She has over 18 years’ experience operating at executive board level having served as Finance Director at various multinational and private equity backed companies including IFC (part of World Bank

Group), SwissRe, Investment Fund for Health in Africa (IFHA), Ceil Healthcare Africa(CHA), Helios Investment Partners UK, DPI Capital UK and Satya Capital UK.

She was previously the Group CFO and Executive Director of Hygeia Nigeria Limited – a leading private healthcare integrated hospital and health insurance group and CFO of Helios Towers Nigeria (a colocation company owned by Helios Investment Partners UK). She also previously served as Finance Director in charge of Finance & Supply Chain for Pfizer, the global multinational Pharmaceutical company, in charge of 16 countries including Nigeria, Ghana, Kenya and other East African countries. During the period of her tenor, Lanre served as Interim CEO for Pfizer Specialties Limited (Nigeria & East Africa Region), Hygeia HMO Limited and Hygeia Nigeria Limited.

Lanre has extensive experience in finance (including finance operations, budgeting & planning, treasury, supply chain, tax & compliance and risk management), in addition to being part of the executive leadership driving the strategic direction. She has led several billion naira international and local fund (both debt and equity) raising efforts to execute very successful and transformational expansion plans.

Lanre is a Fellow of the Institute of Chartered Accountants of Nigeria, a Graduate Member of the Chartered Institute of Stockbrokers (where she a 1st prize winner for all 3 stages of professional exams) and has an MBA from Imperial College, University of London (specializing in new ventures).

Mrs Amalia Sebakunzi – *Marketing Director*

Mrs Amalia Sebakunzi joined Eat 'N' Go in 2017 as the Marketing Director. She has over 12 years of International Marketing Experience in three industries across four continents. She previously worked with Procter & Gamble where she spent over 6 years in the prestige division of the company. Thereafter, she worked with the team that launched the internationally acclaimed brand Dolce & Gabbana into the make-up industry in early 2009, managing the lips segment. She was then appointed into the Gucci Beauty team to manage the global launch strategy into the make-up industry in the US, Europe, Middle East and Russia. In 2014, she moved to the baby care division of the company, managing the Pampers brand for Europe and Russia.

She holds a B.Sc. in Hotel Management from 2007 from Ecole Hoteliere de Lausanne in Switzerland. She also obtained a Master's degree in Sales & Marketing from European business schools, Esade in Barcelona, Spain and SDA Bocconi in Milan, Italy.

Mr. Adeeko Olusola – *Head, Human Resources*

Mr. Adeeko Olusola joined Eat 'N' Go in 2012 and became the Head of Human Resources in 2012. He has over 14 years' experience in HR affairs in leading FMCG companies in Nigeria. He previously served as the pioneer human resource manager for KFC Nigeria and was part of the management team that led the successful start-up of the KFC Nigeria franchise in Nigeria, managing the human resource and training functions. Thereafter, he worked with Mr. Bigg's where rose to become the regional human resource supervisor, Lagos West.

Mr Olusola holds a B.Sc. in Economics from the Olabisi Onabanjo University, Ogun State as well as an MBA from the National Open University of Nigeria, Lagos State. In addition, he holds a professional Diploma in Human Resource Management from the Chartered Institute of Personnel Management.

Mr Osman El Sankari – *Brand Director, Domino's Pizza*

Mr Osman El Sankari joined Eat 'N' Go in 2014 and is the Brand Director of Domino's Pizza. He has over 16 years' relevant experience in the quick service restaurant business, working across 5 different markets in the Middle East and Africa. Prior to joining Eat 'N' Go, he worked in First Food Services LLC (Burger King & Texas Chicken) in the UAE, Domino's Pizza in Qatar and Lebanon and ShrimpsySea Food Restaurants, Jeddah, KSA.

He holds a B.A. in Hotel Management from the Islamic University of Lebanon.

Mr Uzoelum Chukwunalu – *Brand Director, Pinkberry*

Mr Uzoelum Chukwunalu joined Eat 'N' Go in 2013 as Brand Operations Manager for Cold Stone. He was later assigned as Brand Director of Pinkberry in 2018 to drive the rollout of the Pinkberry brand in Nigeria. He has over 15 years' relevant experience in the quick service restaurant business in Nigeria. Prior to joining Eat 'N' Go in, he worked in Aquino's Foods Limited Nigeria, KFC Nigeria, Nandos restaurant, Barcelos and Sheraton Lagos Hotel & Towers.

He holds a Post Graduate Diploma in Management Science from Ladoke Akintola University, Ogbomosho and a Higher National Diploma in Statistics from Yaba College of Technology.

Mr Eid Hassan – *Brand Director, Cold Stone Creamery*

Mr Eid Hassan joined Eat 'N' Go as the Brand Director of Cold Stone Creamery in March 2018. He has over 15 years' relevant experience in the quick service restaurant business, working across 3 different markets in Middle East and Africa. Prior to joining Eat 'N' Go, he served in different roles in different KFC franchisees, including restaurant manager, home delivery manager, operations area manager and chain manager.

He holds a B.Sc. in Science (Chemistry – Bio Chemistry) from The Faculty of Science at Mansoura University Egypt.

19. EXTRACT FROM THE SPONSOR'S RATING REPORTS

GLOBAL CREDIT RATING CO.

GCR | GLOBAL CREDIT RATING CO.
Local Expertise • Global Presence

EAT N' GO Limited

Nigeria Corporate Analysis **November 2019**

Security class	Rating scale	Rating	Rating outlook	Expiry date
Long term	National	BBB (NG)	Stable	October 2020
Short term	National	A3(NG)		

Financial data:
(USD'm Comparative)‡

	31/12/17	31/12/18
N/USD (avg.)	305.3	305.6
N/USD (close)	305.5	306.5
Total assets	23.4	34.5
Total debt	5.0	8.3
Total capital	8.6	12.4
Cash and equiv.	0.7	0.7
Turnover	35.1	43.2
EBITDA	5.2	4.0
NPAT	3.0	0.3
Op. cash flow	6.5	7.3
Market cap	n.a	

‡ Central Bank of Nigeria exchange rates.

Rating history:

Initial rating/Last rating (December 2018)
Long term: BBB+(NG)
Short term: A2(NG)
Rating outlook: Stable

Related methodologies/research:

Criteria for rating Corporate entities, updated February 2018

Glossary of Terms/Ratio, February 2018

GCR contacts:

Primary Analyst
Adekemi Adebambo
Senior Analyst
adekemi@globalratings.net

Committee Chairperson
Dave King

Analyst location: Lagos, Nigeria

Tel: +234 1 904-9462-3

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

Summary rating rationale

- Eat N' Go Limited ("ENG" or the "Company") has developed a strong position in the Nigerian Quick Service Restaurant ("QSR") sector, underpinned by well-established international brands, alliances with suppliers, experienced management team as well as strong shareholder and franchisor support.
- Business risk is elevated by the rapid expansion drive over the medium term, which will necessitate around N10bn in new debt funding, in addition to internally generated earnings. Key challenges include overseeing the timeous construction of new restaurants and supply chain management over a broader geographical area.
- ENG has recorded robust revenue growth over the review period in line with rapid store expansion. However, the benefits of the strong topline growth have been largely eroded by substantial operating costs, exacerbated by inflationary pressures, high distribution and staff costs. EBITDA margin and operating margin contracted sharply to 9.2% and 1.7% respectively at FY18 and the company would have reported a large operating loss in FY18 if not for an exceptional item.
- ENG benefits from a favourable working capital cycle which has supported strong operating cash flows, as inventories have been largely financed by creditors. Historically, operational cash flows have generally been sufficient to fund a significant portion of capex, although the rapid expansion drive necessitated both new equity and debt funding in FY18 and 7M FY19. Working capital pressures are expected to intensify from FY20 as store count increases.
- Net interest cover fell to just 0.4x in FY18 and 0.5x in 7M FY19. With such low interest coverage, ENG has very little headroom to withstand earnings shocks. ENG indicated that earnings were adversely impacted by the significant delay in the planned bond issuance which translated into high expansion-related set up costs causing a significant strain in earnings. Management expects interest coverage to improve to 1.5x for the full year.
- Post the bond issuance programme, gross debt will exceed N12bn at FY19, although much stronger earnings are projected to sustain net debt to EBITDA at a manageable 243% at FY20, before moderating annually to a net ungeared position by FY23. However, the bond issuance will include a net debt to EBITDA covenant of 4x, which could be tested if the very strong earnings projections do not materialise.
- ENG will have to improve earnings substantially, in conjunction with effective cost management to drive a meaningful recovery in margins and ensure that debt serviceability is not materially impaired. Management indicated that measures have been taken to absorb cost increases through careful menu pricing and restructuring of promotions.

Factors that could trigger a rating action may include:

Positive change: A rating upgrade is unlikely until a material increase in earnings and profitability is sustained and leads to an improvement in interest coverage ratios and earnings based gearing metrics.

- **Negative change**: A ratings downgrade would materialise if gearing metrics approach or exceed the proposed covenant level and if liquidity pressure worsens. Risks in this regard could arise from earnings underperformance, delays in project rollout and the proposed bond issuance or an unanticipated rise in debt.

Agusto&Co.
Research, Credit Ratings, Credit Risk Management

Eat N' Go Limited

Rating Assigned:

Bbb

This refers to a company with satisfactory financial condition and adequate capacity to meet obligations as and when they fall due.

Outlook: Stable
Issue Date: 4 October 2019
Expiry Date: 30 June 2020

Previous Rating: Bbb

Industry: Quick Service Restaurant

Analysts:
Ikechukwu Iheagwam
ikechukwuiheagwam@agusto.com

Isaac Babatunde
isaacbabatunde@agusto.com

Agusto & Co. Limited
UBA House (5th Floor)
57, Marina
Lagos
Nigeria
www.agusto.com

RATING RATIONALE

- Agusto & Co. hereby affirms the **"Bbb"** rating assigned to Eat N' Go Limited ("Eat N' Go", "ENG" or "the Company"). The assigned rating reflects our opinion on the Company's good cash flow, moderate leverage, strong leadership in the Quick Service Restaurant (QSR) Industry in Nigeria as well as its qualified and experienced management team. However, the rating is tempered by the Company's low profitability, declining operating margins as well as inadequate working capital and financing structure which requires improvement.
- Eat N' Go Limited, a wholly owned subsidiary of Krone Holding Inc[1], is a leading player in the QSR Industry in Nigeria, with operations in over 100 retail outlets across eight states in the Country and processes over 4 million orders per annum. Eat N' Go has the sole and exclusive franchise rights with Domino's Pizza International for its pizza food chain (Domino's Pizza) and Kahala Brands LLC, for its ice cream (Cold Stone Creamery) and dairy products (Pinkberry) in Nigeria, with the right of first refusal for Cold Stone Creamery and Pinkberry regarding expansion into the rest of West Africa and Cameroon.
- In the financial year ended 31 December 2018 (FYE 2018), Eat N' Go Limited's turnover grew by 23% year-on-year to ₦13.2 billion, on account of the rapid expansion of the business outlets leading to higher sales volume in the period. However, the Company reported lower operating profit margin of 1.7%, return on assets of 8% and return on equity of 10% in FYE 2018, largely due to the challenging business environment and rise in the price of dominant raw materials (mozzarella cheese and sweet cream). In the first half of 2019 (H1'2019), the Company opened 16 new retail outlets to drive sales volumes and began a re-engineering process to optimize product cost and pricing in a bid to improve margins and overall performance going forward.

[1] Krone Holding Inc is a limited liability company incorporated in the British Virgin Islands for the purpose of holding and operating franchise rights.

- In FYE 2018, Eat N' Go posted an operating cash flow (OCF) of ₦2.4 billion, which was sufficient to cover returns to finance providers, as well as estimated mandatory capital expenditure and loan principal repayments, leaving an overall cash flow surplus of ₦0.35 billion. In 2018, the Company reported an OCF to sales ratio of 18% and a three-year average (2016 - 2018) of 19%, which lays credence to ENG's good cash generating capacity.

- Over the last three years, Eat N' Go Limited has consistently posted short term financing surpluses as well as long term financing needs. However, the Company's short-term financing surpluses have been inadequate to cover the long-term financing needs, thus resulting in yearly overall working capital deficiencies. In our view, ENG's working capital is inadequate.

- As at 31 December 2018, Eat N' Go's funding mix consisted of equity (37%), spontaneous financing (39%) and interest-bearing liabilities (24%) – depicting a satisfactory funding profile. In addition, the Company's interest coverage ratio of 5 times and interest expense to sales ratio of 3.8% for FYE 2018, are both in line with our expectations and support our opinion on ENG's moderate leverage.

- In spite of the increasing competition from new entrants in the QSR Industry in Nigeria, Eat N' Go Limited is well positioned in our view to benefit from the country's youthful population, burgeoning middle class, slow but rising disposable income and increasing rate of urbanization, due to its range of product offerings, growing retail outlets across geo-political zones, technology inclined solutions and continued support from internationally recognized franchisors.

- In the first half of 2019, the Company continued its expansion of food and drink offerings, redesigned its menu, launched new technology platforms and commenced bespoke marketing incentives with a view to increasing sales volumes across all business segments. As a result, ENG logged revenue of ₦8.4 billion in H1'2019 – representing a 40% growth from comparable period in 2018.

- Going forward, Eat N' Go intends to consolidate these initiatives and further investments under its five-year strategic plan to increase sales volumes across all business segments and make Eat N' Go brand a popular QSR household name.

- We hereby attach a **stable** outlook to Eat N' Go Limited.

EY
Building a better working world

Ernst & Young
10th Floor
UBA House
57, Marina
P. O. Box 2442, Marina
Lagos.

Tel: +234 (01) 631 4500
Fax: +234 (01) 463 0481
Email: Services@ng.ey.com
www.ey.com

The Directors
Eat N' Go Limited
Plot 1715 Idejo Street
Victoria Island
Lagos, Nigeria

Gentlemen,

ACCOUNTANTS' REPORT ON THE AUDITED CONSOLIDATED FINANCIAL STATEMENTS OF EAT N GO LIMITED AND ITS SUBSIDIARIES FOR THE YEARS ENDED 31 DECEMBER 2018, 2017 AND 2016

We have reviewed the audited consolidated financial statements of Eat N' Go Limited (individually, "the Company" and its subsidiaries (together, the "Group") that comprise the consolidated statements of financial position as at 31 December 2018, 2017 and 2016 and the consolidated statement of profit or loss and other comprehensive income, consolidated statement of changes in equity and consolidated statements of cash flows for the three years then ended, and a summary of significant accounting policies and other explanatory information, for the proposed N15 billion bond issuance programme. PricewaterhouseCoopers were the auditors of the Group and the Company for the years ended 31 December 2018, 2017 and 2016, and unmodified audit opinions were issued by the auditors for each of the three years.

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

Accountants Responsibility
Our responsibility is to express a conclusion on the accompanying consolidated financial statements. We conducted our review in accordance with the International Standard on Review Engagement (ISRE) 2400, Engagements to Review Historical Financial Statements. ISRE 2400 requires us to conclude whether anything has come to our attention that causes us to believe that the consolidated financial statements, taken as a whole, are not prepared in all material respects in accordance with the International Financial Reporting Standards (IFRS) as issued by the International Accounting Standards Board. This Standard also requires us to comply with relevant ethical requirements.

A review of consolidated financial statements in accordance with ISRE 2400 is a limited assurance engagement. The Accountant performs procedures, primarily consisting of making inquiries of management and others within the entity, as appropriate, and applying analytical procedures, and evaluates the evidence obtained.

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

Conclusion
Based on our review, nothing has come to our attention that causes us to believe that these consolidated financial statements do not give a true and fair view of the consolidated financial position of Eat N' Go Limited and its subsidiaries as at 31 December 2018, 2017 and 2016, and their financial performance and cash flows for each of the three years then ended, in accordance with the International Financial Reporting Standards (IFRS) as issued by the International Accounting Standards Board.

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

Yours faithfully,

Omolola Alebiosu, FCA
FRC/2012/ICAN/00000000138
For: Ernst & Young
Lagos, Nigeria
Date: 16th August, 2019

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Eat N' Go Limited
Consolidated statements of profit or loss and other comprehensive income
For the years ended 31 December 2018, 2017 and 2016

	Notes	2018 N'000	2017 N'000	2016 N'000
Revenue	4	13,200,982	10,722,295	8,069,153
Cost of sales	5	(5,302,940)	(3,888,273)	(3,653,846)
Gross profit		7,898,042	6,834,022	4,415,307
General and administrative expenses	5	(7,672,062)	(5,922,213)	(4,151,814)
Other income	6	676,465	-	164,428
Operating profit		902,445	911,809	427,921
Finance income	7	613	2,786	83
Finance cost	8	(500,677)	(286,838)	(197,778)
Finance cost - net		(500,064)	(284,051)	(197,695)
Profit before taxation		402,381	627,758	230,226
Income tax (expense)/credit	9	(302,728)	289,633	123,217
Profit for the year		99,653	917,390	353,443
Other comprehensive income for the year net of tax		-	-	-
Total comprehensive income for the year		99,653	917,390	353,443
Earnings per share:				
Basic and diluted (Naira)	20	9.97	91.74	35.34

The notes on pages 8 to 31 form an integral part of these consolidated financial statements.

EAT N' GO LIMITED
Consolidated statement of financial statements
As at 31 December 2018, 2017 and 2016

	Notes	2018 N'000	2017 N'000	2016 N'000
Non-current assets				
Property, plant and equipment	10	7,345,294	4,380,162	2,919,436
Intangible assets	11	328,578	189,603	109,847
Prepayments	15	414,695	383,370	303,716
Deferred tax assets	9	301,091	549,443	259,810
		8,389,658	5,502,578	3,592,809
Current assets				
Inventories	13	1,485,466	898,077	974,174
Receivables	14	167,180	329,062	163,239
Prepayments	15	531,896	316,108	244,949
Cash and bank balances	16	199,637	200,010	234,679
		2,384,179	1,743,257	1,617,041
Total assets		10,773,837	7,245,835	5,209,850
Non-current liabilities				
Borrowings	17(iii)	835,151	332,763	294,784
Government grant	17b	91,511	-	-
		926,662	332,763	294,784
Current liabilities				
Trade and other payables	18	4,071,289	2,709,196	2,234,842
Borrowings	17(iii)	1,695,330	1,472,301	866,039
Government grant	17b	34,105	-	-
Income tax payable	9	38,301	-	-
		5,839,025	4,181,497	3,100,881
Total liabilities		6,765,687	4,514,260	3,395,665
Equity attributable to shareholders				
Issued share capital	19	10,000	10,000	10,000
Capital contribution	21	2,298,481	1,121,559	1,121,559
Retained earnings		1,699,669	1,600,016	682,626
Total equity		4,008,150	2,731,575	1,814,185
Total equity and liabilities		10,773,837	7,245,835	5,209,850

The notes on pages 8 to 31 form an integral part of these consolidated financial statements.

EAT N' GO LIMITED
Consolidated statements of changes in equity
For the years ended 31 December 2018, 2017 and 2016

	Attributable to equity holders of the parent			
	Issued share capital N'000	Capital contribution N'000	Retained earnings N'000	Total equity N'000
Balance at 1 January 2016	10,000	1,122,880	329,183	1,462,063
Profit for the year	-	-	353,443	353,443
Other comprehensive income for the year net of t	-	-	-	-
Decrease in capital contribution	-	(1,321)	-	(1,321)
Balance at 31 December 2016	10,000	1,121,559	682,626	1,814,185
Balance at 1 January 2017	10,000	1,121,559	682,626	1,814,185
Profit for the year	-	-	917,390	917,390
Other comprehensive income for the year net of t	-	-	-	-
Balance at 31 December 2017	10,000	1,121,559	1,600,016	2,731,575
Balance at 1 January 2018	10,000	1,121,559	1,600,016	2,731,575
Profit for the year	-	-	99,653	99,653
Other comprehensive income for the year net of t	-	-	-	-
	10,000	1,121,559	1,699,669	2,831,228
Transaction with owners	-	1,176,922	-	1,176,922
Balance as at 31 December 2018	10,000	2,298,481	1,699,669	4,008,150

The notes on pages 8 to 31 form an integral part of these consolidated financial statements.

EAT N' GO LIMITED
Consolidated statement of cash flows
For the years ended 31 December 2018, 2017 and 2016

	Note	2018 N'000	2017 N'000	2,016 N'000
CASH FLOWS FROM OPERATING ACTIVITIES:				
Profit before tax for the year		402,381	627,758	230,226
Adjustment				
Amortisation of intangible assets	11	93,459	32,965	26,827
Depreciation of property plant and equipment	10	891,704	598,531	400,657
Loss on disposal of property plant and equipment	5	53,946	-	-
Foreign exchange loss	5	19,936	501,367	-
Interest income	7	(613)	(2,786)	(83)
Interest expense	8	500,677	286,838	197,778
		1,961,489	2,044,672	855,405
Decrease/(increase) in accounts receivable		161,883	(132,883)	1,305
(Increase)/decrease in inventories		(587,388)	76,096	(513,291)
(Increase) in prepayments		(247,113)	(150,813)	(76,839)
Increase in trade and other payables		1,362,093	474,354	1,112,568
Cash generated from operations		2,650,964	2,311,426	1,379,148
Tax paid	9.1	(16,075)	-	(1,274)
Net cash generated from operating activities		2,634,889	2,311,426	1,377,874
CASH FLOWS FROM INVESTING ACTIVITIES:				
Purchase of property, plant and equipment	10	(3,912,198)	(2,059,254)	(1,296,117)
Interest received	7	613	2,786	83
Purchase of intangible assets	11	(232,434)	(112,721)	(49,350)
Proceeds from sale of property, plant and equipment		1,414	-	10,068
Net cash used in investing activities		(4,142,605)	(2,169,189)	(1,335,316)
CASH FLOWS FROM FINANCING ACTIVITIES:				
Proceeds from borrowings	17a	1,794,853	915,515	722,592
Proceeds from government grant	17b	125,616	-	-
Increase/(decrease) in capital contribution	21	803,924	-	(1,321)
Repayment of borrowings	17a	(1,065,505)	(997,109)	(497,289)
Interest paid		(395,183)	(319,780)	(197,778)
Net cash generated from / (used in) financing activities		1,263,705	(401,375)	26,204
NET CHANGE IN CASH AND CASH EQUIVALENTS		(244,011)	(259,138)	68,762
CASH AND CASH EQUIVALENTS AT THE BEGINNING OF THE YEAR		(131,226)	234,679	165,917
NET FOREIGN EXCHANGE DIFFERENCE		-	(106,767)	-
CASH AND CASH EQUIVALENTS AT THE END OF THE YEAR	16	(375,237)	(131,226)	234,679

The notes on pages 8 to 31 form an integral part of these consolidated financial statements.

1.0 General informaton

These financial statements are the financial statements of Eat N' Go Nigeria Limited ("the Company") and its subsidiaries (hereafter referred to as "the Group"). The company was incorporated in Nigeria in 2011 under the Companies and Allied Matters Act as a private limited liability company with sole purpose of becoming the premier food operator in West Africa with a focus on Nigeria. The main products sold include different types of pizzas, chicken wings, chicken kickers, pizza bread, ice-cream, yoghurt and drinks. The group has a franchise agreement with Domino's Pizza LLC (for the pizza food chain) and Kahala Brands LLC (for the ice-cream and diary products).

The company has 100% holding in and control of Dompizza Limited and Coldstone Creamery Limited which were registered for the production and sale of pizza and ice cream. Hence the Company prepares consolidated financial

2.0 Introduction to summary of accounting policies

The principal accounting policies applied in the preparation of these financial statements are set out below. These policies have been consistently applied to all the years presented, unless otherwise stated.

2.1 Basis of preparation

The consolidated financial statements have been prepared in accordance with International Financial Reporting Standards (IFRS). The consolidated financial statements have been prepared under the historical cost convention.

The preparation of financial statements in conformity with IFRS requires the use of certain critical accounting estimates. It also requires management to exercise judgment in applying the Group's accounting policies. Changes in assumptions may have a significant impact on the financial statements in the period the assumptions changed. Management believes that the underlying assumptions are appropriate and that the Group's financial statements therefore present the financial position and results fairly. There are no areas involving a higher degree of judgment or complexity, or areas where assumptions and estimates are significant to the financial statements.

2.2 Changes in accounting policies and disclosures
New standards, amendments and interpretations adopted by the Group.

The new standards adopted by the group for the first time for the financial year beginning 1 January 2018 were IFRS 9 and IFRS 15.

IFRS 9, 'Financial Instruments'. This standard replaces multiple classification and measurement models in IAS 39 Financial instruments: Recognition and measurement with a single model that has initially only two classification categories: amortised cost and fair value. It addresses the classification, measurement and derecognition of financial assets and financial liabilities and introduces new rules for hedge accounting. IFRS 9 was issued in November 2009 and was susequently amended in October 2010. In July 2014, another revised version of IFRS 9 was issued mainly to include: i) impairment requirements for financial assets and; ii) limited amendments to the classification and measurement requirements by introducing a "fair value through other comprehensive income" (FVTOCI)

Key requirements of IFRS 9: - All recognized financial assets that are within the scope of IAS 39 Financial Instruments: Recognition and Measurement are required to be subsequently measured at amortised cost or fair value. Specifically, debt investments that are held within a business model whose objective is to collect the contractual cash flows, and that have contractual cash flows that are solely payments of principal and interest on the outstanding principal are generally measured at amortised cost at the end of subsequent reporting periods. Debt instruments that are held within a business model whose objective is achieved by both collecting contractual cash flows and selling financial assets, and that have contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest on outstanding principal, are measured at FVTOCI. All other debt and equity investments are measured at fair value at the end of subsequent changes in the fair value of an equity investment (that is not held for trading) in other comprehensive income with only dividend income generally recognized in profit or

With regard to the measurement of financial liabilities designated as at fair value through profit or loss, IFRS 9 requires that the amount of change in the fair value of the financial liability that is attributable to changes in the credit risk of the liability is presented in other comprehensive income, unless the recognition of the effect of the changes of the liability's credit risk in other comprehensive income would create or enlarge an accounting mismatch in profit or loss, Under IAS 39, the entire amount of the change in fair value of a financial liability designated as at fair value through profit or loss is presented in profit or loss.

2.0 Introduction to summary of accounting policies - Continued

2.2 Changes in accounting policies and disclosures - Continued

The new general hedge accounting requirements retain the three types of hedge accounting mechanisms currently available in IAS 39. Under IFRS 9, greater flexibility has been introduced to the types of transactions eligible for hedge accounting, specifically broadening the types of instruments that qualify for hedging instruments and the types of risk components of non-financial items that are eligible for hedge accounting. In addition, the effectiveness test has been replaced with the principal of an "economic relationship". Retrospective assessment of hedge effectiveness is also no longer required. Enhanced disclosure requirements about an entity's risk management activities have also been

IFRS 15 'Revenue from Contract with Customers'. This standard replaces IAS 18 'Revenue'; IAS 11 'Construction contracts'; IFRIC 13 'Customer Loyalty Programmes'; IFRIC 15 'Agreements for the construction of Real Estate' IFRIC 18 'Transfer of Assets from Customers' and SIC 31 'Revenue-Barter Transactions Involving Advertising Services'. This new standard is based on the principle that revenue is recognised when control of a good or service transfers to a customer – so the notion of control replaces the existing notion of risks and rewards.

The core principle of IFRS 15 is that an entity recognizes revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. An entity recognizes revenue in accordance with that core principle by applying the following steps:

- Identify the contract(s) with a customer
- Identify the performance obligations in the contract
- Determine the transaction price
- Allocate the transaction price to the performance obligations in the contract
- Recognize revenue when (or as) the entity satisfies a performance obligation.

IFRS 15 also includes extensive new disclosure requirements.
The effective date of the standard is for years beginning on or after 1 January, 2018.

The impact of the standard is set out in note 3 Changes in accounting policy.

2.3 **Standards and interpretations not yet effective**

IFRS 16 'Leases'. This standard which was published in January 2017 is expected to replace IAS 17 'Leases' with an effective date of 1 January 2019 '. The new standard requires lessees to recognise nearly all leases on the balance sheet which will reflect their right to use. The new leases standard permits early adoption. However this can not be applied before an entity also adopts IFRS 15 Revenue from Contracts with Customers. The Group has not opted for early adoption, and is currently assessing the impact of IFRS 16.

Other amendments and standards do not relate to the transactions of the Group.

2.4 Consolidation

The financial statements of the consolidated subsidiaries used to prepare the consolidated financial statements were prepared as at the parent Company's reporting date.

a) Subsidiaries

Subsidiaries are all entities (including structured entities) over which the Group has control. The Group controls an entity when it is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power over the entity. Subsidiaries are fully consolidated from the date on which control is transferred to the Group and unconsolidated from the date that control ceases.

b) Disposal of subsidiaries

When the Group ceases to have control any retained interest in the entity is re-measured to its fair value at the date when control is lost, with the change in carrying amount recognised in profit or loss. The fair value is the initial carrying amount for the purposes of subsequently accounting for the retained interest as an associate, joint venture or financial asset. In addition, any amounts previously recognised in other comprehensive income in respect of that entity are accounted for as if the Group had directly disposed of the related assets or liabilities. This may mean that amounts previously recognised in other comprehensive income are reclassified to profit or loss.

2.0 Introduction to summary of accounting policies - Continued

2.5 Foreign currency translation

a) *Functional and presentation currency*

Items included in the consolidated financial statements are measured using the currency of the primary economic environment in which the entity operates ('the functional currency'). The consolidated financial statements are presented in thousands (Naira), which is the Group's presentation currency.

b) *Transactions and balances*

Foreign currency transactions are translated into the functional currency using the exchange rates prevailing at the dates of the transactions or valuation where items are re-measured. Foreign exchange gains and losses resulting from the settlement of such transactions and from the translation at year-end exchange rates of monetary assets and liabilities denominated in foreign currencies are recognised in the profit or loss statement. Foreign exchange gains and losses that relate to borrowings and cash and cash equivalents are presented in the statement of profit or loss within 'finance income or costs'. All other foreign exchange gains and losses are presented in the statement of other

2.6 Share capital

Ordinary shares are classified as equity. Incremental costs directly attributable to the issue of new ordinary shares are shown in equity as a deduction, net of tax, from the proceeds.

2.7 Trade receivables

Trade receivables are amounts due from customers for merchandise sold or services performed in the ordinary course of business. If collection is expected in one year or less (or in the normal operating cycle of the business if longer), they are classified as current assets. If not, they are presented as non-current assets. Trade receivables according to IFRS 9 are classified in the amortised cost category. They are measured at fair value plus transaction costs on initial recognition and carried at amortised cost in the subsequent periods.

2.8 Borrowings

Borrowings are recognised initially at fair value, net of transaction costs incurred. Borrowings are subsequently carried at amortised cost; any difference between the proceeds (net of transaction costs) and the redemption value is recognised in the profit or loss statement over the period of the borrowings using the effective interest method.
Fees paid on the establishment of loan facilities are recognised as transaction costs of the loan to the extent that it is probable that some or all of the facility will be drawn down. In this case, the fee is deferred until the draw-down occurs.

2.9 Revenue from contracts with customers

The company operates a chain of retail outlets for selling food products. Sales of goods are recognised in the year when the Company sells products to the customer. Sales are usually in cash or by debit card on a cash and carry basis. The company does not operate any loyalty programmes.
Revenue is measured at the fair value of the consideration received for goods or services, in the ordinary course of the Company's activities and it is stated net of value added tax (VAT). A valid contract is recognised as revenue after;

- The contract is approved by the parties.
- Rights and obligations are recognised.
- Collectability is probable.
- The contract has commercial substance.
- The payment terms and consideration are identifiable.

Revenue is recognised when the control of the goods and service are transferred to the customer. This occurs when the goods are paid for and picked by the customer or when delivered to the customer's location.
All these occur in the space of 7 minutes if it is a walk in customer to the store or 15 minutes if it is a delivery order.

Revenue is primarily derived from the sale of the following products : Pizza, Ice cream, Cakes, Cup cakes, drinks.

2.10 Borrowing costs

General and specific borrowing costs directly attributable to the acquisition, construction or production of qualifying assets, which are assets that necessarily take a substantial period of time to get ready for their intended use or sale, are added to the cost of those assets, until such time as the assets are substantially ready for their intended use or sale.
Investment income earned on the temporary investment of specific borrowings pending their expenditure on qualifying assets is deducted from the borrowing costs eligible for capitalisation. All other borrowing costs are recognised in profit or loss in the period in which they are incurred.

2.11 Cash and cash equivalents

Cash and cash equivalents represent cash and bank balances, including bank overdrafts. Bank overdrafts are classified as borrowings on the statement of financial postion.

2 Introduction to summary of accounting policies - Continued

2.12 Inventory

Inventories are stated at the lower of cost and net realisable value. Cost is determined using the weighted average cost method. Net realisable value is the estimate of the selling price in the ordinary course of business, less the costs of completion and the estimated costs necessary to make the sale.

2.13 Trade payables

Trade payables are obligations to pay for goods or services that have been acquired in the ordinary course of business from suppliers. Accounts payable are classified as current liabilities if payment is due within one year or less (or in the normal operating cycle of the business if longer). If not, they are presented as non-current liabilities. Trade payables are recognised initially at fair value and subsequently measured at amortised cost using the effective interest method.

2.14 Provisions

Provisions for legal claims are recognised when: the Group has a present legal or constructive obligation as a result of past events; it is probable that an outflow of resources will be required to settle the obligation; and the amount has been reliably estimated. Provisions are measured at the present value of the expenditures expected to be required to settle the obligation using a pre-tax rate that reflects current market assessments of the time value of money and the risks specific to the obligation. The increase in the provision due to passage of time is recognised as expense.

2.15 Property, plant and equipment

Property, plant and equipment are stated at cost less accumulated depreciation. Costs includes expenditure that are directly attributable to the acquisition of the property, plant and equipment. When parts of an item of property, plant and equipment have different useful life, they are accounted for as separate items of property plant and equipment. Costs relating to property, plant and equipment under construction or in the process of installation are disclosed as capital work in progress. The cost attributable to each asset is transferred to the relevant category immediately the

Gains and losses on disposal of property plant and equipment are recognised in the statement of profit or loss.

Depreciation is not calculated on property, plant and equipment until they are available for use and is included in the profit or loss account. The assets' residual values and useful lives are reviewed, adjusted if appropriate, at the end of each reporting period. Land is not depreciated.

Subsequent costs are included in the asset's carrying amount or recognised as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to the Group and the cost of the item can be measured reliably. The carrying amount of the replaced part is derecognised. All other repairs and maintenance are charged to the profit or loss during the financial period in which they are incurred.

Depreciation is provided at rates calculated to write off the cost/valuation, less estimated residual value, of each asset on a straight-line basis over its estimated useful life as follows:

Asset category	Useful Lives (Years)
Leasehold improvement	10
Plant and machinery	10
Office equipment	5
Motor vehicles	4
Furniture and fittings	5

2.16 Intangible assets

Franchises and computer software are shown at historical cost. Franchises and software have a defined useful life of 10 years while computer software have a useful life of 3 to 5 years and are carried at cost less accumulated amortization. Amortization is calculated using the straight line method.

Asset category	Useful Lives (Years)
Franchises	10
Software	3 - 5

2.17 Impairment of non-financial assets

Intangible assets that have an indefinite useful life or intangible assets not ready to be use are not subject to amortisation and are tested annually for impairment. Assets that are subject to amortisation are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. An impairment loss is recognised for the amount by which the asset’s carrying amount exceeds its recoverable amount. The recoverable amount is the higher of an asset’s fair value less costs of disposal and value in use. For the purposes of assessing impairment, assets are grouped at the lowest levels for which there are largely independent cash inflows (cash-generating units). Prior impairments of non-financial assets are reviewed for possible reversal at each

2 Introduction to summary of accounting policies - Continued

2.18 Impairment of financial assets

a) Assets carried at amortised cost

The group assesses at the end of each reporting period whether there is objective evidence that a financial asset or group of financial assets is impaired. A financial asset or a group of financial assets is impaired and impairment losses are incurred only if there is objective evidence of impairment as a result of one or more events that occurred after the initial recognition of the asset (a 'loss event') and that loss event (or events) has an impact on the estimated future cash flows of the financial asset or group of financial assets that can be reliably estimated.

Evidence of impairment may include indications that the debtors or a group of debtors is experiencing significant financial difficulty, default or delinquency in interest or principal payments, the probability that they will enter bankruptcy or other financial reorganisation, and where observable data indicate that there is a measurable decrease in the estimated future cash flows, such as changes in arrears or economic conditions that correlate with defaults.

All recognized financial assets that are within the scope of IAS 39 Financial Instruments: Recognition and Measurement are required to be subsequently measured at amortised cost or fair value. Specifically, debt investments that are held within a business model whose objective is to collect the contractual cash flows, and that have contractual cash flows that are solely payments of principal and interest on the outstanding principal are generally measured at amortised cost at the end of subsequent reporting periods. Debt instruments that are held within a business model whose objective is achieved by both collecting contractual cash flows and selling financial assets, and that have contractual terms of the financial asset give rise on specified dates to cash flows that are solely payments of principal and interest on outstanding principal, are measured at FVTOCI. All other debt and equity investments are measured at fair value at the end of subsequent changes in the fair value of an equity investment (that is not held for trading) in other comprehensive income with only dividend income generally recognized in profit or loss.

If, in a subsequent period, the amount of the impairment loss decreases and the decrease can be related objectively to an event occurring after the impairment was recognised (such as an improvement in the debtor's credit rating), the reversal of the previously recognised impairment loss is recognised in the profit or loss.

Under IFRS 9, the Group recognises a loss allwoance for the expected credit loss on receivables, excluding VAT and prepayments. The amount of the expected credit loss is updated at each reporting date. The Group ensures the loss allowance for trade and other receivables at an amount equal to lifetime expected credit loss (lifetime ECL), which represents the expected credit losses that will result from all possible default events over the expected life of the

2.19 Income taxation

a) *Current income tax*

Income tax expense is the aggregation of the charge to the profit or loss in respect of current income tax, educational tax and deferred income tax. Current income tax is the amount of income tax payable on the taxable profit for the period determined in accordance with the Companies Income Tax Act (CITA) of Nigeria. Educational tax is assessed at 2% of the chargeable profits.

b) *Deferred income tax*

Deferred income tax is recognised, using the liability method, on temporary differences arising between the tax bases of assets and liabilities and their carrying amounts in the consolidated financial statements. Deferred tax liabilities are not recognised if they arise from the initial recognition of goodwill, and deferred tax assets are recognised to the extent that it is probable that taxable profits will be available against which deductible temporary differences can be utilised. Deferred income tax is not accounted for if it arises from initial recognition of an asset or liability in a transaction other than a business combination that at the time of the transaction affects neither accounting nor taxable profit or loss. Deferred income tax is determined using tax rates (and laws) that have been enacted or substantially enacted by the statement of financial position date and are expected to apply when the related deferred income tax asset is realised or

2 Introduction to summary of accounting policies - Continued

2.20 Employee benefits

Defined contribution scheme

Pension obligations

The group operates a defined contributory pension scheme in line with the Pension Reform Act of 2014. The group's contribution to the defined contribution pension scheme are charged to the profit or loss in the period to which they relate. Under this scheme, the Group pays monthly contribution to a Pension Fund Administrator selected by the employee. The group has no legal or constructive obligations to pay further contributions if the fund does not hold sufficient assets to pay all employees the benefits relating to employee service in the current and future periods.
The group and the employees contribute 10% and 8% respectively of the employees pensionable emoluments.

2.21 Critical accounting estimates and judgments

The preparation of financial statements requires management to make certain judgments , accounting estimates and assumptions that affect the amounts reported to the assets and liabilities as at the reporting date and the amounts reported for revenues and expenses during the year. The nature of the estimation means that actual outcomes could differ from those estimates. There are no applicable sources of estimation uncertainty that have a significant risk of causing material adjustments to the carrying amounts of assets and liabilities.

2.22 Government grants

Government grants are recognised when there is reasonable assurance that:
(i) the Group will comply with the conditions attaching to them; and
(ii) the grants will be received.
A government grant that becomes receivable as compensation for expenses or losses already incurred or for the purpose of
giving immediate financial support to the entity with no future related costs is recognised as income in the period in which it
becomes receivable.

Government grants related to assets, including non-monetary grants at fair value, are presented in the statement of financial

2.23 Segment reporting

The chief operating decision-maker (CODM) has been identified as the Board of Directors of Eat N' Go Limited. Management has determined the operating segments based on the information reviewed by the Board of Directors for the purpose of allocating resources and assessing performance.

Reportable segments

The CODM considers the business singularly from a product perspective. Management separately considers four segments based on the activities of the Group. The following summary describes the operations in each of the Group's reportable segments:

i) Domino's pizza
This segment derives revenue from the restaurant sale in several locations in Nigeria. The main products sold include different type of pizzas, chicken wings, chicken kickers, pizza bread, ice-cream and drinks.

ii) Cold stone creamery
This segment derives revenue from the restaurant sale in several locations in Nigeria. The main products sold include different type of ice-cream, cakes, cup cakes and drinks.

iii) Pinkberry Youghurt
This segment derives revenue from the restaurant sale in several locations in Nigeria. The main products sold include different flavours of frozen Youghurt.

iv) Head office and commissaries
This segment derives revenue from the commissary event sales to third parties.

Due to the retail nature of the Group's business, no customer accounts for up to 10% of the Group's revenue. In addition, there are no concentration of risks in any of the segments.

The CODM reviews internal management reports at least on a quarterly basis. Information regarding the results of each reportable segment is included below.

2.24 Segment reporting (continued)

	2018					2017				2016			
	Domino's Pizza	Cold Stone Creamery	PinkBerry Yoghurt	Head Office & Commissaries	The Group	Domino's Pizza	Cold Stone Creamery	Head Office & Commissaries	The Group	Domino's Pizza	Cold Stone Creamery	Head Office & Commissaries	The Group
	N'000	N'000	N'000	N'000	N'000	N'000	N'000	N'000	N'000	N'000	N'000	N'000	N'000
Gross revenue	7,849,574	5,013,198	338,210	-	13,200,982	6,884,888	3,837,407	-	10,722,295	5,039,775	3,029,378	-	8,069,153
Other income	-	-	-	676,465	676,465	-	-	-	-	-	164	164,264	164,428
	7,849,574	5,013,198	338,210	676,465	13,877,447	6,884,888	3,837,407	-	10,722,295	5,039,775	3,029,542	164,264	8,233,581
Operating expenses	(5,849,630)	(2,939,930)	(359,714)	(2,840,566)	(11,989,840)	(5,305,587)	(2,540,554)	(1,299,907)	(9,146,048)	(3,364,268)	(1,974,432)	(2,039,476)	(7,378,176)
Operating profit /(loss) before interest, depreciation &	1,999,944	2,073,268	(21,504)	(2,164,101)	1,887,607	1,579,301	1,296,853	(1,299,907)	1,576,247	1,675,507	1,055,110	(1,875,212)	855,405
Depreciation and amortisation	(614,257)	(267,090)	(30,103)	(73,713)	(985,163)	(347,971)	(164,240)	(119,285)	(631,496)	(224,020)	(130,433)	(73,031)	(427,484)
Net finance cost	-	-	-	(500,064)	(500,064)	(10,156)	(4,329)	(305,509)	(319,994)	-	-	(197,695)	(197,695)
Profit/(loss) before tax	1,385,687	1,806,178	(51,607)	(2,737,877)	402,381	1,221,174	1,128,284	(1,724,701)	624,757	1,451,487	924,677	(2,145,938)	230,226
Income tax (expense)/credit	-	-	-	(302,728)	(302,728)	-	-	289,633	289,633	-	-	123,217	123,217
Profit/(loss) after tax	1,385,687	1,806,178	(51,607)	(3,040,605)	99,653	1,221,174	1,128,284	(1,435,068)	914,390	1,451,487	924,677	(2,022,721)	353,443
Total comprehensive income/(los	1,385,687	1,806,178	(51,607)	(3,040,605)	99,653	1,221,174	1,128,284	(1,435,068)	914,390	1,451,487	924,677	(2,022,721)	353,443

Head office and commissaries do not represent operating segments. They are merely disclosed for easy reconciliation of the numbers above, to the statement of profit or loss and other comprehensive income.

The CODM measures performance based on segment profit before income tax, as included in the internal management reports. Segment profit is used to measure performance as management believes that such information is the most relevant in evaluating the results of these segments.

The measurement policies the Group uses for segment reporting are the same as those used in its financial statements. There have been no changes from prior years in the measurement methods used to determine reported segment profit or loss.

b) Geographical segment

The geographical location of the Group operations is Nigeria, operations outside Nigeria are non-existent and do not constitute a segment.

3.0 Changes in Accounting policy

The financial statements have been prepared in accordance with International Financial Reporting Standards on a basis consistent with the prior year except for the adoption of the following new or revised standards.
This note explains the impact of the adoption of IFRS 9: Financial Instruments and IFRS 15: Revenue from Contracts with Customers (including the amendments to IFRS 15) on the Group financial statements.

Transition notes – Impact on the financial statements

The group has adopted IFRS 9 as issued by the IASB in July 2014 with a date of transition of 1 January 2018, which resulted in changes in accounting policies and adjustments to the amounts previously recognized in the financial statements. The group did not early adopt IFRS 9 in previous periods.
As permitted by the transitional provisions of IFRS 9, the Group elected not to restate comparative figures. Any adjustment to the carrying amounts of financial assets and liabilities at the date of transition were recognized in opening retained earnings on 1 January 2018 in the statement of changes in equity.

The group has also adopted IFRS 15: Revenue from Contracts with Customers using the modified retrospective method, with the effect of applying this standard recognized at the date of initial application (1 January 2018). Accordingly, the information presented for 2017 financial year has not been restated but is presented as previously reported, under IAS 18 and related interpretations. The adjustments to the carrying amounts as a result of the adoption of IFRS 15 have no impact on the opening retained earnings as at 1 January 2018.

There was no impact on the statement of cash flows as a result of adopting the new standards.

Application of IFRS 9 Financial Instrument
The new financial instruments standard, IFRS 9 replaces the provisions of IAS 39. The new standard presents a new model for classification and measurement of assets and liabilities, a new impairment model which replaces the incurred credit loss approach with an expected credit loss approach, and new hedging requirements.

The adoption of IFRS 9 Financial Instruments from 1 January 2018 resulted in changes in accounting policies and adjustments to the amounts recognised in the financial statements. The new accounting policies are set out in the notes below. In accordance with the transitional provisions in IFRS 9, comparative figures as at 31 December 2017 have not been restated. Given the nature of the Group's business with sales being all cash sales, the impact of the new standard is immaterial. Therefore, there was no adjustment to the opening retained earnings on adoption of the

Classification and Measurement

a) **Financial assets**

On 1 January 2018 (the date of initial application of IFRS 9), the Group's management assessed the classification of its financial assets which is driven by the cash flow characteristics of the instrument and the business model in which the asset is held. The group's financial assets include cash and cash equivalents, trade and other receivables and other financial assets. The Group's business model is to hold these financial assets to collect contractual cash flow and to earn contractual interest. For cash and cash equivalents, interest is based on prevailing market rates of the respective bank accounts in which the cash and cash equivalents are domiciled. Cash and cash equivalents and trade and other receivables that were previously classified as loans and receivables are now classified as financial assets at amortised cost.

The changes in the classification and measurement requirements of IFRS 9 only resulted in a nomeclature change and as a result, this had no effect on the carrying amount of the financial assets and the opening retained earnings as at 1 January 2018

3.0 Changes in Accounting policy - Continued

b) Financial liabilities

The adoption of IFRS 9 requires that for financial liabilities that are measured under the fair value option, entities should recognise the part of the fair value change that is due to changes in their own credit risk in other comprehensive income rather than profit or loss. The group does have financial liabilities measured at fair value. Therefore the adoption of IFRS 9 did not affect the measurement of its financial liabilities. Consequently, no retrospective adjustments have been made in relation to this change as at 1 January 2018.

Impairment of financial assets

Under IFRS 9, the Group is required to revise its previous impairment methodology under IAS 39 for each of these classes of assets. The following are the Group's financial assets that are subject to IFRS 9's new expected credit loss model:

* Other receivables
* Amounts due from related parties (trade and non-trade)
* Other financial assets and;
* Cash and cash equivalent.

The impact of the change in impairement methodology on the Group's related earnings as at 1 January 2018 is immaterial.

a) Due from related parties, employee loans and other receivables

The group applied the IFRS 9 general model for measuring expected credit losses(ECL) to these financial assets. The model requires a three stage approach to recognizing the expected loss allowance and reflects a probability-weighted estimate of credit losses discounted at the effective interest rate of both financial assets. Credit losses are measured as the present value of all cash shortfalls (i.e. the difference between the cash flows due to the Group in accordance with the contract and the cash flows that the Group expect to receive). The impact of applying the new model to these financial assets was immaterial. Therefore, no adjustments were made and no impairment provisions were recognized

b) Cash and cash equivalents & other financial assets

The group also assessed the cash, cash equivalents and other financial assets to determine their expected credit losses. Based on this assessment, they identified the expected losses as at 1 January 2018 and 31 December 2018 to be insignificant as the loss rate is deemed immaterial. The assets are assessed to be in stage 1

3.1 Financial risk management

The Group's activities expose it to a variety of financial risks such as market risk (including currency risk, interest rate risk and price risk), credit risk and liquidity risk. The Group's risk management programme focuses on the unpredictability of financial markets and seeks to minimise potential adverse effects on the Group's financial

Risk management is carried out by the finance team under policies approved by the Board of Directors. The board provides written principles for overall risk management, as well as written policies covering specific areas, such as foreign exchange risk, interest rate risk, credit risk and investment of excess liquidity.

a) *Liquidity risk*

Liquidity risk is the risk that the Group will not be able to meet its financial obligations as they fall due. The group manages liquidity risk by ensuring that sufficient funds are available to meet its commitments as they fall due.

The Group uses both long term and short term cash flow projections to monitor funding requirements for activities and to ensure there are sufficient cash to meet operational needs while maintaining sufficient headroom on its undrawn committed borrowing facilities at all times so that the Group does not breach borrowing limits on any of its borrowing facilities. Cash flow projections take into consideration the Group's debt financing plans, covenant compliance and internal statement of financial position ratio targets.

The following table details the Group's remaining contractual maturity for its non-derivative financial liabilities with agreed maturity periods. The table has been drawn based on the undiscounted cash flows of the financial liabilities based on the earliest date on which the Group can be required to pay.

	Due within one year	1 - 5 years	Total
	N'000	N'000	N'000
31 December, 2018			
Borrowings	1,695,330	835,151	2,530,480
Trade and other payables	3,105,154	-	3,105,154
Total	4,800,484	835,151	5,635,634
31 December, 2017			
Borrowings	1,472,301	332,763	1,805,064
Trade and other payables	1,386,701	-	1,386,701
Total	2,859,002	332,763	3,191,765
31 December, 2016			
Borrowings	866,093	294,784	1,160,877
Trade and other payables	1,160,145	-	1,160,145
Total	2,026,238	294,784	2,321,022

The table below summarizes the maturity profile of the Group's financial liabilities based on contractual undiscounted payments

b) *Market risk*

(i) Price risk

The group has no commodity price risk.

(ii) Interest rate risk

The group's interest rate risk arises from long-term borrowings. The borrowings are issued at a fixed rate and do not expose the Group to fair value interest rate risk. During the year 2018, the Group had borrowings denominated in Naira and directors loan in USD.

3.1 Financial risk management (continued)

b) *Market risk - Continued*

(iii) Foreign exchange risk

The group undertakes transactions denominated in foreign currencies primarily through imports of raw material; consequently, exposures to exchange rate fluctuations arise. The group also has some directors loan in USD.
It monitors the movement in currency rates on an ongoing basis to mitigate the risk that movements in exchange rates may adversely affect the groups value.

Group and Company

	2018 N'000	2017 N'000
Current liabilities		
Trade and other payables	(682,220)	(495,044)

Foreign currency sensitivity analysis

The following table details the group's sensitivity to a 5%, increase and decrease in naira against the USD currency, management believes that a 5% movement in either direction is reasonably possible at the financial position date. The sensitivity nalysis below include outstanding balances of USD denominated liabilities. A positive number indicates an increase in profit where naira strengthens by 5% against the USD. For a 5% weakening of naira against the USD there would be an equal and opposite impact on profit, and the balances below would be negative.

	2018 N'000	2017 N'000
Impact on profit or loss:		
Naira strengthens by 5% against the USD	34,111	24,752
Naira weakens by 5% against the USD	(34,111)	(24,752)
	-	-

c) *Credit risk*

Credit risk arises from cash and cash equivalents and deposits with banks. No provisions for impairment loss on trade receivables were recognised at the reporting dates.

The credit risk on cash is limited because the majority of deposits are with banks which have stable credit ratings assigned by international credit agencies as shown in the table below. The group's maximum exposure to credit risk due to default of the counter party is equal to the carrying value of its financial assets.

The table below shows financial assets from which credit risk could arise.

	Due within one year N'000	Due after one year N'000
31 December 2018		
Cash and bank balances	199,637	-
Account receivable	1,983	-
Due from related parties	57,570	-
	259,190	-
31 December 2017		
Cash and bank balances	200,010	-
Due from related parties	57,372	-
	257,382	-
31 December 2016		
Cash and bank balances	234,679	
Due from related parties	48,393	-
	283,072	-

3.1 Financial risk management (continued)
(c) Credit risk (continued)

Impairment of financial assets

	Neither impaired nor past due N'000	Past due but not impaired N'000	Impaired N'000
31 December 2018			
Cash and bank balances	199,637	-	-
Account receivable	1,983	-	-
	201,620	-	-
31 December 2017			
Cash and bank balances	200,010	-	-
	200,010	-	-
31 December 2016			
Receivables	163,240	-	-
Cash and bank balances	234,679	-	-
	397,919	-	-

Due to the retail nature of the Group's business which are largely over-the-counter cash sales, the Group does not have accounts receivables. There are no impairment triggers such as customers elapsing their credit periods; and customers defaulting on a payment.

As a result, no impairment loss has been recognised in these financial statements. Management is of the view that the carrying amounts of its trade and other receivables are fully recoverable.

The credit quality of balances held with banks that are neither past due nor impaired can be assessed by reference to external credit ratings (Augusto & Co) or to historical information about the counterparty default rates:

Cash and cash equivalent Counterparties with external credit ratings	2018 N'000	2017 N'000	2016 N'000
AA-	36,561	-	171,782
A-	6,710	-	-
A-1	13,240	-	-
B+/B	-	-	53,581
Bbb+	6,710	85,917	9,316
Others	136,416	114,093	-

Others relate to cash in hand and in transit. Management does not expect any losses from non-performance by these counterparties

3.2 Capital management

The group's objectives when managing capital are to safeguard its ability to continue as a going concern in order to provide returns for shareholders and benefits for other stakeholders, and to maintain an optimal capital structure to reduce the cost of capital.

The group monitors capital on the basis of net debt ratio, that is, the ratio of net debt to net debt plus equity. Net debt is calculated as gross debt as shown in the statement of financial position, less cash and cash equivalents.

The group's strategy, which was unchanged from 2017, was to maintain a net debt ratio of below or within 65%. The net debt ratios as at 31 December 2018, 31 December 2017 and 31 December 2016 are as follows:

	31 December 2018	31 December 2017	31 December 2016
	N'000	N'000	N'000
Borrowings:	2,530,481	1,805,064	1,160,823
Less: cash and cash equivalents	(199,637)	(200,010)	(234,679)
Net debt	2,330,844	1,605,054	926,144
Equity	4,008,150	2,731,575	1,814,185
Net debt ratio	58%	59%	51%

Financial assets and liabilities have been classified into categories that determine their basis of measurement and, for items measured at amortised cost, whether changes in fair value are recognized in the statement of profit or loss and other comprehensive income.

The following table shows the carrying values of assets and liabilities for each of these categories at 31 December 2018, 2017 and 2016.

	31 December 2018	31 December 2017	31 December 2016
Assets	N'000	N'000	N'000
Fair value:			
Other receivables	59,553	431,595	163,239
Cash and cash equivalents	199,637	200,010	234,679
	259,190	631,605	397,918
Liabilities			
Amortized cost:			
Bank borrowings	1,094,361	809,048	695,457
Overdraft	574,874	331,236	-
Intercompany loan	271,689	291,782	465,366
Bridge loan	-	372,998	-
Trade and other payables	3,125,154	1,412,443	2,234,842
	5,066,078	3,217,507	3,395,665

Other receivables includes work advance, advance payments to suppliers and receivable from related parties.

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The group classifies the fair value of the financial instruments according to the following hierarchy based on the amount of observable inputs used to value the instrument. The three levels of the fair value hierarchy are as follows:

> Level 1 – inputs to the valuation methodology are quoted prices for identical assets or liabilities in active markets.
> Level 2 – inputs to the valuation methodology are derived from quoted prices for identical assets or liabilities in active markets, and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument. Level 2 valuations are based on inputs, including quoted forward prices for commodities, time value and volatility factors, which can be substantially observed.
> Level 3 – inputs to the valuation methodology are not based on observable market data.

Cash and cash equivalents have been classified as Level 2. They are carried at cost, which approximates fair value due to the short-term nature of the instrument.

Accounts receivable and payables are all short-term in nature and as such, their carrying values approximate fair values.

	2018 N'000	2017 N'000	2016 N'000
4 Revenue			
Sales from Domino's Pizza	7,849,574	6,884,888	5,039,775
Sales from Coldstone Creamery	5,013,198	3,837,407	3,029,378
Sales from PinkBerry Yoghurt	338,210	-	-
	13,200,982	10,722,295	8,069,153

	2018	2017	2016
5 Expenses by nature			
Raw material	4,606,697	3,487,429	2,589,083
Shipping, clearing and royalties	696,243	400,844	310,933
Staff cost	2,532,598	1,641,253	1,261,681
Depreciation and amortisation	985,153	631,496	427,484
Licence, legal and professional fees	182,493	139,794	132,069
Repairs, maintenance & utilities	1,164,353	1,036,331	598,233
Advertisement and promotions	641,588	465,178	278,903
Training	63,878	79,127	38,706
Travelling, transport and hotel expenses	340,300	197,301	109,538
Insurance and security expenses	47,389	35,197	74,775
Uniforms, stationery and communication	70,724	94,859	66,281
Directors remuneration	186,246	303,440	185,060
Auditors remuneration	15,399	13,091	12,000
Non audit services	4,000	-	9,892
Rent cost	512,163	398,589	303,442
Foreign exchange loss	19,936	501,367	947,927
Bad debt	50,255	-	-
Loss on disposal of property plant & equipment	53,946	-	-
Other operating expenses	801,641	385,191	459,653
Total cost of sales, general and administrative expenses	12,975,002	9,810,486	7,805,660

Other operating expenses relate to land use charge, cleaning and sanitation expenses, transport and office consumables.

Expenses by function	2018 N'000	2017 N'000	2016 N'000
Cost of sales	5,302,940	3,888,273	3,653,846
General and administrative expenses	7,672,062	5,922,213	4,151,814
	12,975,002	9,810,486	7,805,660

Cost of sales comprise raw material and all associated costs. The 2017 figure has been adjusted to reflect this.

6 Other income	2018 N'000	2017 N'000	2016 N'000
Other income	676,465	-	164,428

Other income relates to the write back of over-provision for transaction taxes based on audit by tax authorities

7 Finance income	2018 N'000	2017 N'000	2016 N'000
Interest income on bank balances	613	2,786	83

8 Finance cost

	2018 N'000	2017 N'000	2016 N'000
Interest expense	500,677	286,838	152,931
Other bank charges	-	-	44,847
	500,677	286,838	197,778

9 Taxation

	2018 N'000	2017 N'000	2016 N'000
9.1 Amount reported in profit or loss			
Under-provision of income tax	16,075	-	-
Deferred income credit to profit/loss	248,352	289,633	123,217
Education tax	38,301	-	-
Total tax in profit or loss	302,728	289,633	123,217

The charge for taxation is based on the provisions of Companies Income Tax Act, and the Education Tax Act. The charge for the company income tax and education tax are 30% and 2% respectively (2017 & 2016: 30% and 2%).

	2018 N'000	2017 N'000	2016 N'000
9.2 Amount reported in statement of financial position			
Balance at 1 January	-	-	-
Education tax	38,301	-	-
Tax paid	(16,075)	-	-
Under-provision of income tax	16,075	-	-
Balance at 31 December	38,301	-	-

The group has applied the commencement rule in arriving at the tax expense/liability, as a result of non-renewal of the pioneer status as at the reporting date.

9.2 Deferred income tax reported in statement of financial position

Deferred income tax assets are recognised only to the extent that it is probable that future taxable profit will be available against which the temporary differences can be utilised.

	2018 N'000	2017 N'000	2016 N'000
The analysis of deferred tax assets is as follows:			
To be recovered after more than 12 months	301,091	549,443	259,810

Deferred income tax assets and deferred income tax credit in profit or loss are attributable to the following items:

Deferred income tax assets:	**At 1 January 2018 N'000**	**Charge to P/L N'000**	**At 31 December 2018 N'000**
Property, plant and equipment	549,443	(248,352)	301,091
Total deferred tax assets	**549,443**	**(248,352)**	**301,091**

Deferred income tax assets:	**At 1 January 2017 N'000**	**Credit to P/L N'000**	**At 31 December 2017 N'000**
Property, plant and equipment	259,810	289,633	549,443
Total deferred tax assets	**259,810**	**289,633**	**549,443**

Deferred income tax assets:	**At 1 January 2016 N'000**	**Credit to P/L N'000**	**At 31 December 2016 N'000**
Property, plant and equipment	136,593	123,217	259,810
Total deferred tax assets	**136,593**	**123,217**	**259,810**

10 Property, plant and equipment

	Land	Office equipment	Furniture and fittings	Leasehold improvement	Motor vehicles	Plant and machinery	Capital work-in-progress*	Total
	N'000	N'000	N'000	N'000	N'000	N'000	N'000	N'000
Cost:								
As at 1 January 2016	88,000	1,173,293	112,426	833,824	100,219	124,758	54,197	2,486,717
Additions	-	519,999	79,906	379,506	46,864	19,789	250,053	1,296,117
Disposals	-	(12,771)	-	(2,356)	(4,074)	-	-	(19,201)
As at 31 December 2016	88,000	1,680,521	192,331	1,210,974	143,009	144,547	304,250	3,763,633
As at 1 January 2017	88,000	1,680,521	192,332	1,210,974	143,009	144,547	304,250	3,763,633
Additions	233,153	761,393	44,241	593,564	49,410	14,469	363,024	2,059,254
Reclassifications	-	62,002	91,032	82,029	3,319	3,497	(241,879)	-
Transfers		25,972						25,972
Disposals	-	(18,982)	(25,837)	(336)	(358)	-	-	(45,513)
As at 31 December 2017	321,153	2,510,906	301,768	1,886,231	195,380	162,513	425,395	5,803,346
As at 1 January 2018	321,153	2,510,906	301,768	1,886,231	195,380	162,513	425,395	5,803,346
Additions	-	1,579,143	216,416	1,560,968	87,724	53,969	463,004	3,961,222
Reclassifications	-	473,834	11,430	98,717	74,253	3,169	(661,403)	-
Transfers		(49,024)	-	-	-	-	-	(49,024)
Disposals	-	(130,257)	(60,387)	(1,274)	(51,874)	(1,220)	-	(245,012)
As at 31 December 2018	321,153	4,384,602	469,226	3,544,642	305,483	218,431	226,995	9,470,532

10 Property, plant and equipment - Continued

	Land	Office equipment	Furniture and fittings	Leasehold improvement	Motor vehicles	Plant and machinery	Capital work-in-progress*	Total
	N'000	N'000	N'000	N'000	N'000	N'000	N'000	N'000
Accumulated depreciation:								
As at 1 January 2016	-	255,820	27,385	99,879	36,376	33,214	-	452,674
Charge for the year	-	223,236	28,940	97,906	29,816	20,759	-	400,657
Disposals	-	(5,384)	-	(801)	(2,949)	-	-	(9,134)
As at 31 December 2016	-	473,672	56,325	196,984	63,243	53,973	-	844,197
As at 1 January 2017	-	473,672	56,325	196,984	63,243	53,973	-	844,197
Charge for the year	-	331,810	49,343	154,379	39,838	23,161	-	598,531
Disposals	-	(7,756)	(11,465)	(65)	(258)	-	-	(19,544)
As at 31 December 2017	-	797,726	94,203	351,298	102,824	77,134	-	1,423,184
As at 1 January 2018	-	797,726	94,203	351,298	102,824	77,134	-	1,423,186
Charge for the year	-	460,966	97,152	245,652	59,937	27,997	-	891,704
Disposals		(98,873)	(41,707)	(728)	(47,592)	(751)	-	(189,651)
As at 31 December 2018	-	1,159,818	149,647	596,223	115,170	104,379	-	2,125,238
Net book value								
At 31 December 2016	88,000	1,206,849	136,006	1,013,990	79,766	90,574	304,250	2,919,436
At 31 December 2017	321,153	1,713,180	207,565	1,534,933	92,556	85,378	425,395	4,380,162
At 31 December 2018	321,153	3,224,784	319,579	2,948,419	190,313	114,052	226,995	7,345,294

All Property, plant and equipment were pledged as collateral for the loans obtained by the entity as at 31 December 2018 (2017: N4.4 billion, 2016: N 2.9 billion).

* Capital work in progress comprise mainly of leasehold work-in-progress on new stores and plant and machinery not yet available for use.

11 Intangible assets

	Master franchise N'000	Software N'000	Other N'000	Total N'000
Balance as at 1 January 2016	77,689	8,458	1,177	87,324
Additions	37,877	11,473	-	49,350
Accumulated amortisation	(15,272)	(11,241)	(314)	(26,827)
Balance as at 31 December 2016	100,294	8,690	863	109,847
Balance as at 1 January 2017	100,294	8,690	863	109,847
Additions	16,458	95,682	581	112,721
Accumulated amortisation	(19,301)	(13,279)	(385)	(32,965)
Balance as at 31 December 2017	97,451	91,093	1,059	189,603
Balance as at 1 January 2018	97,451	91,093	1,059	189,603
Additions	59,384	173,050	-	232,434
Reclassification	-	674	(674)	-
Amortization	(79,795)	(13,279)	(385)	(93,459)
Balance as at 31 December 2018	77,040	251,538	-	328,578
As at 31 December 2018				
Cost	176,137	277,422	1,444	455,002
Amortization	(99,096)	(26,558)	(770)	(126,424)
Reclassification	-	674	(674)	-
Net book value	77,041	251,538	-	328,578

Amortization of intangible assets has been recognized in the profit or loss as part of general and administrative expenses.

12 Investment in subsidiaries

The Company's subsidiaries which are all incorporated in Nigeria are:

	Percentage holding	Carrying value of investment 2018 N'000	2017 N'000	2016 N'000
Dompizza Limited	100%	10,000	10,000	10,000
Coldstone Creamery Limited	100%	10,000	10,000	10,000
		20,000	20,000	20,000

These investments are ultimately consolidated at group level.

Name	Country of Incorporation	Nature of business	Proportion of ordinary shares directly held by parent	Proportion of ordinary shares directly held by Group
Dompizza Ltd	Nigeria	Production and sale of pizza meals	100%	100%
Coldstone Creamery Ltd	Nigeria	Supply and sale of diary products	100%	100%

The subsidiaries currently do not carry out any business functions on its own but as a division thus the financial results of the Company and the Group are the same.

13 Inventories

	2018 N'000	2017 N'000	2016 N'000
Raw materials	1,242,433	767,593	945,770
Goods in transit*	243,033	130,484	28,404
	1,485,466	898,077	974,174

*Goods in transit represents inventory which has been shipped by the supplier but yet to be received by the Group as at year end.

14 Receivables

	2018 N'000	2017 N'000	2016 N'000
Account receivable	1,983		22,739
Work advances	12,545	161,080	-
Advance payments to suppliers	95,082	110,610	92,107
Receivable from related parties (Note 23c)	57,570	57,372	48,393
	167,180	329,062	163,239

All receivables are due within the next 12 months from the end of the reporting period. They comprise cash used by staff for the business yet to be retired as at year end, advance to suppliers and WHT receivable.
Receivables for 2017 has been split between advance payment to suppliers and work advances for more accurate description, work advances is cash collected by staff for the business use yet to be retired as at year end.
Receivable from related party is cash balances in the parent company account (Krone Holding Inc.) in Eat N Go's books.

15 Prepayments

	2018 N'000	2017 N'000	2016 N'000
Non-current	414,695	383,370	303,716
Current	531,896	316,108	244,949
	946,591	699,478	548,665

	2018 N'000	2017 N'000	2016 N'000
16 Cash and cash equivalents			
Cash in hand	21,775	11,560	9,316
Cash at bank	63,401	85,917	225,363
Cash in transit	114,461	102,533	-
Cash and bank balances	199,637	200,010	234,679

Cash in transit represents two balances: payment made by customers via POS yet to be settled by the bank as the settlement occurs a day after the POS transaction occurs and cash in the store safe not deposited in the bank yet. The 2017 cash balance was reclassified from receivables to cash and cash equivalents.

For the purpose of cash flow statement, cash and cash equivalents comprise:

Cash and bank balances	199,637	200,010	234,679
Less: bank overdrafts (Note 17)	(574,874)	(331,236)	-
Cash and cash equivalent	(375,237)	(131,226)	234,679

17a Borrowings

In 2018, the bank borrowings were increased by additional N800 million with interest charged at 24% per annum. The facility has a tenor of three (3) years and is collaterized primarily by the group's land and plant and equipment located in Nigeria.

There was a loan of N736 million from the bank of industry (BOI) split into term loan and working capital. The term loan is for a tenor of five (5) years at the rate of 10% for the acquisition of property, plant and equipment and intangible assets. It has a one year moratorium, while the working capital is at the rate of 12% for three (3) years.

	2018 N'000	2017 N'000	2016 N'000
(i) Balance as at the beginning of the year	1,473,828	1,160,823	935,520
Additions	1,920,469	915,515	722,592
Repayments	(1,065,505)	(997,109)	(497,289)
Fair value adjustment	105,494	-	-
Exchange difference	19,936	394,600	-
Reclass to equity capital contribution	(372,998)	-	-
Balance as at the end of the year	2,081,223	1,473,828	1,160,823
Bank overdraft	574,874	331,236	-
Balance as at the end of the year	2,656,097	1,805,064	1,160,823
(ii) Term loan	1,094,361	809,048	695,457
BOI loan	589,557	-	-
Bridge Loan	-	372,998	-
Intercompany loan	271,689	291,782	465,366
Bank overdraft	574,874	331,236	-
	2,530,481	1,805,064	1,160,823
(iii) **Non-current**			
Term loan	502,334	332,763	294,784
BOI loan	332,817	-	-
	835,151	332,763	294,784

17a Borrowings - Continued

Current	**2018 N'000**	**2017 N'000**	**2016 N'000**
Term loan	592,027	476,285	400,673
BOI loan	256,740	-	-
Bridge Loan	-	372,998	-
Intercompany loan	271,689	291,782	465,366
Bank overdraft	574,874	331,236	-
	1,695,330	1,472,301	866,039

17b Government grant

Government grant relates to grant arising from below market rate loan

Non-current	91,511	-	-
Current	34,105	-	-
	125,616	-	-

18 Trade and other payables

Trade creditors	2,340,877	1,155,709	1,150,756
Accrued expenses	466,623	230,992	349,085
Other liabilities	764,277	230,070	-
Payable to related parties (Refer to Note 23d)	-	6,662	9,389
Other payable (WHT, VAT, Entertainment tax)	499,512	1,085,762	725,612
	4,071,289	2,709,196	2,234,842

Other liabilities represents letter of credits established with the banks.

19 Ordinary Share capital

	2018 N'000	**2017 N'000**	**2016 N'000**
Authorised:			
10 million ordinary shares of 1N each	10,000	10,000	10,000
Issued and fully paid:			
10 million ordinary shares of 1N each	10,000	10,000	10,000
Issued and fully allotted:			
10 million ordinary shares of 1N each	10,000	10,000	10,000

20 Earnings per share

Basic

Basic earnings per share is calculated by dividing the net profit attributable to shareholders by the weighted average number of ordinary shares in issue during the year.

	2018 N'000	**2017 N'000**	**2016 N'000**
Profit for the year attributable to shareholders	99,653	917,390	353,443
Weighted average number of ordinary shares in issue	10,000	10,000	10,000
Basic earnings per share (Naira)	9.97	91.74	35.34

The group does not have potentially dilutive securities that are convertible to ordinary shares which may dilute ordinary shares, hence there is no difference between basic earnings per share and diluted earnings per share.

21 Capital contribution

	2018 N'000	2017 N'000	2016 N'000
Balance as at the beginning of the year	1,121,559	1,121,559	1,122,880
Cash inflow/(outflow) in the year	803,924	-	(1,321)
Reclass from borrowings	372,998	-	-
Balance as at the end of the year	2,298,481	1,121,559	1,121,559

Capital contribution relates to additional capital by the shareholders to support the expansion of the group.

22 Contingent liabilities

The directors are not aware of any material contingent liability arising out of any suit pending against the Group that has not been disclosed in the consolidated financial statements for the year ended 31 December 2018 (2017 : Nil, 2016 :

23 Related parties

The Company is a subsidiary of Krone Holding Incorporation. There are other companies that are related to Eat N' Go Limited through common shareholding or common directorships. Transactions with directors are also disclosed.

Amounts payable to related parties are as shown below. As at the statement of financial position date, the Group had no amounts payable to related parties (2017: N6.6 million, 2016: N9.4 million) for various services rendered to them, such as electronic supplies and general logistics.

A number of transactions were entered into with related parties in the normal course of business. These are disclosed

a) Finance cost

	2018 N'000	2017 N'000	2016 N'000
The Directors of the Group	-	39,431	33,740

This relates to finance costs on loans received from the shareholders of the Group.

b) Purchases from related parties

Purchases from related parties	Nature of relationship	2018 N'000	2017 N'000	2016 N'000
Optima Energy Resources Limited	Associate	-	6,662	4,881

c) Receivables from related parties

		2018	2017	2016
Krone Holding Inc.	Ultimate parent	57,570	57,372	48,393

Receivable from related parties is cash balances in the parent company account (Krone Holding Inc.) in Eat N Go's

23 Related parties (continued)

d) Payable to related parties

Optima Energy Resources Limit	Associate	-	6,662	9,067
Silvand Limited	Associate	-	-	322
Dompizza Limited	Subsidiary	-	-	-
Cold Stone Creamery Limited	Subsidiary	-	-	-
		-	6,662	9,389

e) Loans from directors

Bridge loan	-	372,998	-
Related Party loan	-	291,782	465,366
	-	664,780	465,366

f) Key management compensation

Key management personnel of the Group includes the directors. The compensation paid or payable to key management for employee services is shown below:

	2018 N'000	2017 N'000	2016 N'000
Salaries	187,714	96,946	80,663
Directors' fees	186,246	303,440	185,060
	373,960	400,386	265,723

Key management personnel are expatriates. There was no other compensation paid during the year. Fees and other emoluments disclosed above include amounts paid for:

	2018 N'000	2017 N'000	2016 N'000
The emoluments of the chairman	78,220	146,045	39,951
The emoluments of the highest paid director	78,220	146,045	39,951

The number of directors of the Group (including the highest paid Director) whose remuneration, excluding pension contributions in respect of services to the Group fell within the following ranges:

	Number	Number	Number
Less than 5,000,000	3	2	3
5,000,001-10,000,000	1	1	1
Over N10,000,000	2	2	2
	6	5	6

24 Directors and employees

i.) The average number of persons (excluding directors) employed by the Group during the year was as follows:

	2018 N'000	2017 N'000	2016 N'000
	Number	Number	Number
Managerial	47	39	32
Senior staff	312	354	291
Others	1,665	1,050	873
Total	2,024	1,443	1,196

ii.) The table below shows the number of employees (excluding directors), who earned over N400,000 as emoluments in the year and were within the bands stated.

	2018 Number	2017 Number	2016 Number
N400,000 - N1,000,000	572	609	517
N1,000,001 - N3,000,000	271	60	43
N3,000,001 - N6,000,000	30	30	25
Above N6,000,001	24	16	11
Total	897	715	596

iii.) Staff costs for the above persons (excluding Directors):	2018 N'000	2017 N'000	2016 N'000
Salaries and wages	1,025,885	1,025,885	833,279
Defined pension contribution	59,088	59,088	45,511
Other staff costs	1,447,625	556,280	382,891
Total staff cost	2,532,598	1,641,253	1,261,681

25 Commitments

The capital commitments as at 31 December 2018 is N5.0 billion (2017: N4.0 billion, 2016: Nil).

26 Events after reporting period

There are no significant post balance sheet events which could have a material impact on the state of affairs of the Group as at 31 December 2018, 2017 and 2016.

Eat N' Go Limited

Consolidated Value Added Statement

	2018 N'000	%	2017 N'000	%	2016 N'000	%
Revenue	13,200,982		10,722,295		8,069,153	
Bought in materials and services						
Local	(5,823,357)		(4,348,862)		(3,595,967)	
Imported	(3,882,238)		(2,899,241)		(2,397,311)	
Finance income	613		2,786		83	
Other income	676,465		-		164,428	
Value added	4,172,466	100	3,476,977	100	2,240,386	100
Applied as follows:						
To pay employees:						
Wages, salaries and benefits	2,532,598	61	1,641,253	47	1,261,681	56
To pay providers of capital:						
Interest on borrowings	500,677	12	286,838	8	197,778	9
To pay government:						
Taxes	302,728	7	(289,633)	(8)	(123,217)	(5)
To provide for enhancement of assets and growth:						
Depreciation of plant, property and equipment	891,704	21	598,531	17	400,657	18
Amortisation of intangible assets	93,459	2	32,965	1	26,827	1
Retained profit for the year	99,653	2	917,390	26	353,443	16
Deferred tax	(248,352)	(6)	289,633	8	123,217	5
Value added	4,172,466	100	3,476,977	100	2,240,386	100

The value added represents the wealth created through the use of the Group's asset by its own and its employees efforts. This statement shows the allocation of wealth amongst employees, capital providers government and that retained for future creation of wealth.

Eat N' Go Limited

Three-year financial summary - The Group

	2018 N'000	2017 N'000	2016 N'000
Financial position			
Capital employed:			
Issued share capital	10,000	10,000	10,000
Capital contribution	2,298,481	1,121,559	1,121,559
Retained earnings	1,699,669	1,600,016	682,626
Total equity	4,008,150	2,731,575	1,814,185
Represented by:			
Non-current assets	8,389,658	5,502,578	3,592,809
Net current liabilities	(3,454,846)	(2,438,240)	(1,483,840)
Non-current liabilities	(926,662)	(332,763)	(294,784)
Net assets	4,008,150	2,731,575	1,814,185
Net assets per share (Naira)	400.81	273.16	181.42
Financial results			
Revenue	13,200,982	10,722,295	8,069,153
Gross profit	7,898,042	6,834,022	4,415,307
Net operating expenses	(7,672,062)	(5,922,213)	(3,987,386)
Operating profit	902,445	911,809	427,921
Finance cost - net	(500,064)	(284,051)	(197,695)
Profit before tax	402,381	627,758	230,226
Income tax (expense)/credit	(302,728)	289,633	123,217
Profit for the year	99,653	917,390	353,443
Basic earnings per share (Naira)	9.97	91.74	35.34

21. STAUTORY AND GENERAL INFORMATION

1. Authorisation of the Programme

By a written resolution dated 12 March 2019, the Shareholders of Eat & Go Finance SPV Plc approved the establishment of a ₦15,000,000,000 (Fifteen Billion Naira) Debt Securities Programme, and the issuance of Bonds thereunder.

2. Incorporation and Share Capital History of the Issuer

Eat & Go Finance SPV Plc was incorporated on 11 March 2019; the registered address of the company is at Plot 1715 Idejo Street, Victoria Island, Lagos

The authorised share capital of the Company is ₦20,000,000 (Twenty Million Naira) divided into 20,000,000 ordinary shares of ₦1.00 each.

The current shareholding structure (and at incorporation), evidenced by the Form CAC 2 filed at incorporation was:

Name	Shareholding	Percentage (%)
Eat N Go Limited	19,999,999	99.999995
Charbel Antoun	1	0.000005

3. Share Capital and Shareholding Structure of the Sponsor

The authorised share capital of the Sponsor (evidenced by a Statement of Share Capital Form CAC 2 and the Memorandum of Association both dated 6th July 2011 and filed at incorporation) is ₦10,000,000 (Ten Million Naira) divided into 10,000,000 ordinary shares of ₦1.00 each.

The shareholding structure (evidenced by a Statement of Share Capital Form CAC 2 and the Memorandum of Association referenced above) is:

S/N	Name of Shareholder	Number of Shares
1	Krone Holding Inc.	9,999,999 ordinary shares
2	Harijeevan Shetty	1 ordinary share
	TOTAL	**10,000,000**

4. Subsidiaries, Associated Companies and Investments

As at the date of this Shelf Prospectus, the associated companies of the Issuer are:

i) Eat 'N' Go Limited;
ii) Krone Holding Inc.;
iii) Ivybridge Trading; and
iv) Eat N Go Ltd (BVI entity).

5. Off Balance Sheet Items

As at 30 April 2019, the Sponsor had no off-balance sheet items other than in the ordinary course of business.

6. Costs and Expenses

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

7. Material Contracts

The following agreements have been entered into and are considered material to this Programme:

a) Master Franchise Agreement dated 22nd February 2012 among Kahala Franchising LLC and Ivybridge Trading Ltd
b) Master Franchise Agreement dated 2nd September 2011 among Domino's Pizza Overseas Franchising BV and Krone Holding Inc.
c) Master Franchise Agreement dated 25th August 2017 among Kayla Foods International (Barbados) Inc. and Ivybridge Trading Ltd
d) Master Franchise Agreement dated 23rd May 2018 among Domino's Pizza Distribution LLC and Eat 'N' Go Limited
e) Master Intercompany Bonds Purchase Agreement dated on or about the 17 day of December 2019, between ENG and the Issuer under which ENG issues the Intercompany Bonds to the Issuer

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

8. Declarations

Except as otherwise disclosed in this Shelf Prospectus:

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

h) No prosecution has commenced against the Issuer or Sponsor or any of its subsidiaries in respect of any breach of any securities or banking laws or Companies and Allied Matters Act, Cap C20, LFN, 2004; and

i) No action has been taken against the Issuer or Sponsor by the NSE, FMDQ or any other recognised Exchange in respect of any breach of the listing requirements of The Exchange.

Further declarations/information in respect of Directors/shareholders/key management staff of the Issuer:

It is further declared that to the best of the Directors' knowledge as at 22 August 2019,

a) None of the Directors/shareholders/key management staff is under any bankruptcy or insolvency proceedings in any court of law;

b) None of the Directors/shareholders/key management staff has been convicted in any criminal proceeding;

c) None of the Directors/shareholders/key management staff is the subject of any order, judgment or ruling of any court of competent jurisdiction or regulatory body relating to fraud or dishonesty.

9. Relationship between the Issuer, Issuing Houses and other Advisers

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

10. Mergers and Takeovers

As at the date of this Shelf Prospectus, the Directors are not aware of the following during the preceding financial year or current financial year:

- a merger or takeover offer by third parties in respect of the Sponsor's securities; and
- a merger or takeover by the Sponsor in respect of another company's securities.

11. Consents

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

Party	Role
Antoun Charbel Rene	Director of the Issuer
Mc Michael Patrick John	Director of the Issuer
Antoun Charbel Rene	Director of the Sponsor
Jean-Claude Meyer	Director of the Sponsor
Marwan Dalloul	Director of the Sponsor
Sebastian Clamorgan	Director of the Sponsor
Kory Spiroff	Director of the Sponsor
Stanbic IBTC Capital Limited	Lead Issuing House
Chapel Hill Denham Advisory Limited	Joint Issuing House
Stanbic IBTC Trustees Limited	Trustee
Templars	Solicitor to the Issuer and the Issue
PricewaterhouseCoopers	Auditor
Ernst & Young	Reporting Accountant
Global Credit Rating Company	Rating Agency
Agusto & Co. Limited	Rating Agency
Stanbic IBTC Bank PLC	Receiving Bank
Africa Prudential Registrars Plc	Registrars

12. Claims and Litigation:

In the case pending before the Courts, the claim against the Sponsor is ₦33,200,000 (Thirty-Three Million, Two Hundred Thousand Naira). This figure represents the specific monetary claim against the Sponsor as contained in the schedule of litigation made available to the Solicitor to the Issue on 29 January 2019 and excludes interest rates payable by the Sponsor on such claim further to judgment being obtained, as these are uncertain.

In the opinion of the Solicitor to the Issue therefore, where there is an adverse decision in the case pending against the Sponsor, the contingent liability arising from such is not likely to exceed ₦33,200,000 (Thirty-Three Million, Two Hundred Thousand Naira).

The directors of the Sponsor are of the opinion that none of the aforementioned cases are likely to have any material adverse effect on the Sponsor or on the Programme and are not aware of any other pending or threatened claims or litigation which may have a material adverse effect to the Programme.

13. Indebtedness of the Issuer and Sponsor

As at 31 July 2019, the Issuer has no indebtedness while the Sponsor is indebted to the sum of ₦2,979,698,532.29 (Two Billion, Nine Hundred and Seventy-Nine Million, Six Hundred and Ninety-Eight Thousand, Five Hundred and Thirty-Two Naira and Twenty- Nine Kobo).

14. Documents Available for Inspection

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

- Certificate of Incorporation of the Issuer, duly certified by the CAC;
- Memorandum and Articles of Association of the Issuer, duly certified by the CAC;
- Reporting Accountants' Report on the audited accounts of the Sponsor for the for the years ended 31 December 2018; 2017, and 2016;
- The Programme Trust Deed dated 17 December 2019 among Eat 'N' Go Limited, Eat & Go Finance SPV Plc and Stanbic IBTC Trustees Limited
- Master Intercompany Bonds Purchase Agreement dated 17 December 2019 among Eat 'N' Go Limited, Eat & Go Finance SPV Plc and Stanbic IBTC Trustees Limited;
- Shareholder Resolution of the Issuer dated 12 March 2019 authorising the Bond Issuance Programme;
- Shareholder Resolution of the Sponsor dated 28 January 2019 authorising the Bond Issuance Programme
- Board Resolution of the Sponsor dated 28 January 2019 authorising the Bond Issuance Programme;
- Letter from the SEC dated on or before 17 December 2019 approving the registration of the Shelf Prospectus;
- The schedule of the Claims and Litigation referred to above and the Solicitors' opinion thereon;
- The solicitor's opinion on claims and litigations and material contracts;
- Audited Financial Statement of the Sponsor for the years ended 2018;
- Shelf Prospectus issued with respect to the Bond Issuance Programme;
- Written Consents of the Directors and Professional Parties to the Issue; and
- Material contracts referred to on page 112.

22. FORM OF PRICING SUPPLEMENT

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

Pricing Supplement
To the Shelf Prospectus dated 17 December 2019

EAT & GO FINANCE SPV PLC RC 1567102
(INCORPORATED AS A SPECIAL PURPOSE VEHICLE BY EAT 'N' GO LIMITED)
Offer for Subscription Of Up to
₦[●]

Series []: [●]-Year [●]

[●]% Fixed Rate Senior Unsecured Bonds Due [●] Under the ₦15,000,000,000 Bond Issuance Programme

Issue Price: 100% of Par Value
Payable in full on Application

Application List	
Opens	**[●] 2019**
Closes	**[●] 2019**

This Pricing Supplement is prepared for the purpose of Rule 279(3) of the Rules and Regulation of the Securities & Exchange Commission ("the Commission" or SEC) in connection with the ₦15,000,000,000 Bond Issuance Programme established by Eat & Go Finance SPV Plc ("the Issuer"). This Pricing Supplement is supplemental to, and should be read in conjunction with, the Shelf Prospectus dated 17 December 2019 and any other supplements to the Shelf Prospectus to be issued by the Issuer. Terms defined in the Shelf Prospectus have the same meaning when used in this Pricing Supplement.

To the extent that there is any conflict or inconsistency between the contents of this Pricing Supplement and the Shelf Prospectus, the provisions of this Pricing Supplement shall prevail. This Pricing Supplement may be used to offer and sell the Bonds only if accompanied by the Shelf Prospectus. Copies of the Shelf Prospectus can be obtained from any of the Issuing Houses.

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

This Pricing Supplement contains particulars in compliance with the requirements of the Commission for the purpose of giving information with regard to the Securities being issued hereunder (the "Series 1 Bonds" or "Bonds"). Application has been made to the FMDQ OTC for the admission of the Bonds to the Daily Quotations List of the Exchange. The Bonds now being issued will upon admission to the Daily Quotations List qualify as securities in which Trustee may invest under the Trustee Investments Act (Cap T22) Laws of the Federation of Nigeria, 2004.

The Issuer accepts full responsibility for the accuracy of the information contained in this Pricing Supplement. The Issuer declares that having taken reasonable care to ensure that such is the case, the information contained in this Pricing Supplement is, to the best of its knowledge, in accordance with the facts and does not omit anything likely to affect the import of such information and that save as disclosed herein, no other significant new factor, material mistake or inaccuracy relating to the information included in the Shelf Prospectus has arisen or has been noted, as the case may be, since the publication of the Shelf Prospectus. Further, the material facts contained herein are true and accurate in all material respects and the Issuer confirms that, having made all reasonable enquiries, to the best of its knowledge and belief, there are no material facts, the omission of which would make any statement contained herein misleading or untrue.

Final Terms of Series [] Bonds

	Issuer	Eat & Go Finance SPV Plc
	Series Number	[]
	Aggregate Principal Amount of Bonds	[₦15,000,000,000]
	• Issue Price: • Net Proceeds:	[100% of Par Value]
	Denomination(s):	[Minimum of ₦10,000,000 and multiples of ₦1,000 thereafter]
	• Issue Date: • Interest Commence Date (if different from Issue Date)	[●]
	Maturity Date:	[●]
	Principal Moratorium:	[●]
	Interest Basis:	[●]
	Redemption/Payment Basis:	[●]
	Status:	[●]
	Security:	[●]
	Listing(s):	[FMDQ or The NSE]
	Method of Distribution:	[Book build to Qualified Institutional Investors and High Net Worth Individuals]
	Validity Period	[●]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE		
	Fixed Rate Bond Provisions:	
	Interest Rate	[●]
	Coupon Payment Date(s) /Payment Dates	[Semi-annual in arrears on [●] and [●] of each year, commencing on [●]]
	Interest Amount(s):	[●]
	Business Day Convention:	[Following Business Day Convention/Preceding Business Day Convention]
	Business Day:	[Modified Business Day]
	Other terms relating to method of calculating interest for Fixed Rate Bonds	[●]
	Floating Rate Bond Provisions:	
	Coupon Payment Date(s):	
	Reference Banks:	
	Spread (if applicable):	
	Party responsible for calculating interest rate and interest amount(s):	
	Relevant Time (if applicable):	
	Screen Rate Determination: - Benchmark: - Coupon Determination Dates(s): - Relevant Screen Page	
	Day Count Fraction	

PROVISIONS RELATING TO REDEMPTION		
	Optional Early Redemption (Call Option):	[Applicable/Not Applicable]
	Optional Early Redemption (Put Option):	[Applicable/Not Applicable]
	Scheduled Redemption/Amortisation:	[●]
	Redemption Amount(s):	[●]
	Scheduled Redemption Dates:	[●]
	Final Redemption Amount:	[●]

DISTRIBUTION, CLEARING AND SETTLEMENT PROVISIONS		
	Form of Bonds:	Dematerialized Bonds
	Registrar:	Africa Prudential Registrars Plc
	Trustee(s):	Stanbic IBTC Trustees Limited
	Record Date:	[●]
	Other terms or special conditions:	[●]

GENERAL PROVISIONS APPLICABLE TO THE BONDS		
	Method of Distribution	[●]
	Underwriting	
	If Underwritten, names of Underwriters	[●]
	Clearing System:	Central Securities Clearing System Plc

USE OF PROCEEDS
The Issuer shall utilise the proceeds to subscribe for the intercompany bond, as well as the cost and expenses of the issue.

APPENDICES		
	Appendices	[List and Attach Appendices if applicable]

MATERIAL ADVERSE CHANGE STATEMENT
Except as disclosed in this document and in the Shelf Prospectus dated 17 December 2019, there has been no significant change in the financial or trading position of the Issuer since [insert date of last audited accounts or interim accounts (if later)] and no material adverse change in the financial position or prospects of the Issuer since [insert date of last published annual accounts]

RESPONSIBILITY
The Issuer accepts responsibility for the information contained in this Pricing Supplement which, when read together with the Shelf Prospectus referred to above, contains all information that is material in the context of the issue of the Bonds.

Signed on behalf of the Issuer:

…………………………….	……………………………..
Antoun Charbel Rene	Patrick McMichael
Director	**Director**