



CARDINAL TORCH COMPANY LIMITED

(RC: 1664413)

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

₦30,000,000,000

COMMERCIAL PAPER ISSUANCE PROGRAMME

Cardinal Torch Company Limited (“Cardinal Torch”, the “Issuer” or the “Company”), a private limited liability company incorporated under the laws of the Federal Republic of Nigeria has established this ₦30,000,000,000 Commercial Paper Issuance Programme (the “CP Programme”), under which Cardinal Torch may from time to time issue Commercial Paper Notes (“CP Notes” or “Notes”) denominated in Nigerian Naira (“NGN”) in separate series or tranches subject to the terms and conditions (“Terms and Conditions”) contained in this Programme Memorandum.

Each Series and each Tranche (as defined under the Terms and Conditions) will be issued in such amounts and will have such discounts, period of maturity and other terms and conditions as set out in the Pricing Supplement applicable to such series or tranche (the “Applicable Pricing Supplement”). The maximum aggregate nominal amount of all CPs from time to time outstanding under the CP Programme shall not exceed ₦30,000,000,000.

This Programme Memorandum is to be read and construed in conjunction with any supplement hereto and all documents which are incorporated herein by reference and, in relation to any Series or Tranche (as defined herein), together with the Applicable Pricing Supplement. This Programme Memorandum shall be read and construed on the basis that such documents are incorporated and form part of this Programme Memorandum.

The CP Notes issued under this Programme shall be issued in dematerialized form, registered, quoted, and traded over the counter via the FMDQ Exchange or NGX platform in accordance with the rules, guidelines and such other regulation as may be prescribed by the Exchanges from time to time, or any other recognized trading platform as approved by the Securities and Exchange Commission (“SEC”). The Notes will settle via the Central Securities Depository acting as Custodian and Clearing Agent for the Notes.

This Programme Memorandum and the Applicable Pricing Supplement shall be the sole concern of the Issuer and the party to whom this Programme Memorandum and the Applicable Pricing Supplement is delivered (the “Recipient”) and shall not be capable of distribution and should not be distributed by the Recipient to any other parties nor shall any offer made on behalf of the Issuer to the Recipient be capable of renunciation and assignment by the Recipient in favour of any other party. In the event of any occurrence of a significant factor, material mistake or inaccuracy relating to the information included in the Programme Memorandum, the Issuer will prepare a supplement to this Programme Memorandum or publish a new Programme Memorandum for use in connection with any subsequent issue of CP Notes.

This Programme memorandum has been prepared in accordance with the Guidelines on the Issuance and Treatment of Bankers Acceptances and Commercial Papers issued by the CBN dated September 11, 2019, and the Commercial Paper Registration Rules of the Securities and Exchange Commission (“SEC”). This document is important and should be read carefully. If any recipient is in any doubt about its contents or the actions to be taken, such recipient should please consult his/her Banker, Stockbroker, Accountant, Solicitor, or any other professional adviser for guidance immediately. This Programme Memorandum has been seen and approved by the Members of the Board of Directors of Cardinal Torch Company Limited, and they individually and jointly accept full responsibility for the accuracy of all information given.

LEAD ARRANGER

FSDH CAPITAL LIMITED



RC: 276208

JOINT ARRANGERS



COMERCIO PARTNERS

RC: 1376952



LEAD CAPITAL PLC

RC: 116443



UNITED CAPITAL PLC

RC: 444999

COLLECTING AND PAYING AGENT



RC 199528

FSDH MERCHANT BANK LIMITED

THIS PROGRAMME MEMORANDUM IS DATED [•] JUNE 2026

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GLOSSARY OF DEFINED TERMS

Unless the context otherwise requires, the following expressions shall have the meanings respectively assigned to them:

| TERMS/ABBREVIATIONS | DESCRIPTION |
|---|---|
| “Agency Agreement” | The issuing and Placing agency agreement dated about the date of the Programme Memorandum executed by the Issuer and the Issuing and Placing Agent |
| “Arranger” | FSDH Capital Limited, Comercio Partner Limited, LeadCapital Plc, United Capital Plc and any other additional Arranger appointed under the Programme from time to time. |
| “Applicable Pricing Supplement” | The Pricing Supplement applicable to a Series or Tranche. |
| “Board” or “Directors” | Board of Directors of Cardinal Torch Company Limited |
| “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 Nigeria |
| “Business Hours” | 8:00 a.m. to 5:00 p.m. Nigerian time on any Business Day |
| “CAMA” | Companies and Allied Matters 2020 |
| “Collecting and Paying Agent” | FSDH Merchant Bank Limited or any successor collecting, and paying agent in respect of the Notes, appointed by the Issuer |
| “CBN” | Central Bank of Nigeria |
| “CBN Guidelines” | CBN’s Guidelines on the Issuance and Treatment of Bankers Acceptances and Commercial Papers, issued on 11 September 2019 and the CBN Circular of 12 July 2016 on Mandatory Registration and Quotation of Commercial Papers, as amended or supplemented from time to time |
| “CGT” | Capital Gains Tax as provided for under the Capital Gains Tax Act Cap C1, LFN 2004 (as amended by the Finance Act 2019 and the Finance Act 2020) |
| “CITA” | Companies Income Tax Act Cap C21, LFN 2004 (as amended by the Companies Income Tax Act No 11 of 2007), the Finance Act 2019 and the Finance Act 2020) |
| “Commercial Paper”, “CP”, “CP Notes” or “Notes” | Unsecured Commercial Paper Notes to be issued by the Issuer under the CP Programme in form of short-term zero-coupon notes under the CP Programme |
| “Conditions” or “Terms and Conditions” | Terms and conditions, in accordance with which the Notes will be issued, set out in the section of this Programme Memorandum headed “Terms and Conditions of the Notes” |
| “CP Programme” or “Programme” | The CP Programme described in this Programme Memorandum pursuant to which the Issuer may issue several separate Series or Tranches of Notes from time to time with varying maturities and discount rates provided, however, that the aggregate Face Value of Notes in issue does not exceed ₦30,000,000,000 |
| “CSD” | Central Securities Depository registered or recognised by the Securities and Exchange Commission and approved by the Issuer, or as may be specified in the Applicable Pricing Supplement |
| “CSD Rules” | The rules and operating procedures for the time being of the CSD |
| “Day Count Fraction” | The method of calculating the discount in respect of a Note as specified in the Applicable Pricing Supplement |
| “Dealers” | FSDH Capital Limited, LeadCapital Plc, Comercio Partners Limited, United Capital Plc, and any other additional Dealer appointed under the Programme from time to time, which appointment may be for a specific Issue or on an ongoing basis, subject to the Issuer’s right to terminate the appointment of any Dealer |

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| "Event of Default" | Means an event of default by the Issuer as set out in Condition 6 of the "Terms and Conditions" |
| "Face Value" | The par value of the Notes |
| "FGN" | Federal Government of Nigeria |
| "NRS" | Nigeria Revenue Service |
| "FMDQ" or "FMDQ Securities Exchange" | Means a securities exchange and self-regulatory organisation licensed by the SEC, Nigeria, to provide a platform for, inter alia, the listing, quotation, registration and trading of securities |
| "Force Majeure" | Means any event or circumstance (or combination of events or circumstances) that is beyond the control of the Issuer which materially and adversely affects its ability to perform its obligations as stated in the Conditions, which could not have been reasonably foreseen, including without limitation, nationwide strikes, national emergency, riot, war, embargo, legislation, acts of God, acts of terrorism, and industrial unrest |
| "FRCN" | Financial Reporting Council of Nigeria |
| "Government" | Any federal, state or local government of the Federal Republic of Nigeria |
| "Holder" or "Noteholder" | The holder of a Note as recorded in the Register kept by the CSD in accordance with the Terms and Conditions |
| "Implied Yield" | The yield accruing on the Issue Price of a Note, as specified in the Applicable Pricing Supplement |
| "Issue Date" | The date upon which the relevant Series/Tranche of the Notes is issued, as specified in the Applicable Pricing Supplement |
| "Issue Price" | The price at which the relevant Series/Tranche of the Notes is issued, as specified in the Applicable Pricing Supplement |
| "Joint Arrangers" | Comercio Partner Limited, LeadCapital Plc, United Capital Plc and any other additional Arranger appointed under the Programme from time to time. |
| "LFN" | Laws of the Federation of Nigeria |
| "Maturity Date" | The date as specified in each Applicable Pricing Supplement on which the Principal Amount is due |
| "Material Adverse Change" | Means a material adverse effect on the ability of the Issuer to perform and comply with its payment obligations under the CP Programme |
| "Naira", "NGN" or "₦" | The Nigerian Naira |
| "The NGX" | Nigerian Exchange Limited |
| "NIBOR" | The Nigerian Inter-Bank Offered Rate |
| "Noteholders" | Mean the several persons for the time being, whose names are shown in the records of the SEC and/or entered in the Register of Noteholders as holders of the Notes and shall include the legal and personal representatives or successors of the Noteholders and those entered as joint Noteholders |
| "Notes" | The commercial paper issued by the Issuer from time to time pursuant to the Programme Memorandum and any Applicable Pricing Supplement as promissory notes and held in a dematerialised form by the Noteholders through the CSD |

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| “Outstanding” | means, in relation to the Notes, all the Notes issued, other than: (i) those Notes which have been redeemed pursuant to these Conditions (ii) those Notes in respect of which the date (including, where applicable, any deferred date) for its redemption in accordance with the relevant conditions has occurred and the redemption moneys have been duly paid in accordance with the provisions of this Deed and (iii) those Notes which have become void under the provisions of this Deed |
| “PITA” | Personal Income Tax Act Cap P8, LFN 2004 (as amended by the Personal Income Tax (Amendment) Act No 20 of 2011, the Finance Act 2019 and the Finance Act 2020) |
| “Pricing Supplement” or “Applicable Pricing Supplement” | The document(s) to be issued pursuant to the Programme Memorandum, which shall provide the final terms and conditions of a specific issue of a Series or Tranche of the Notes under the Programme. |
| “Principal Amount” | The nominal amount of each Note, as specified in the Applicable Pricing Supplement |
| “Programme” | The ₦30,000,000,000 (Thirty Billion Naira) commercial paper issuance programme established by the Issuer, which allows for the multiple issuances of Notes from time to time |
| “Programme Memorandum” | This programme memorandum, dated [●] June 2026, which sets out the aggregate size and broad terms and conditions of the CP Programme |
| “Redemption Amount” | The amount specified in the Applicable Pricing Supplement as the amount payable in respect of each Note on the Redemption Date |
| “Redemption Date” | Means in relation to any Tranche, the date on which redemption monies are due and payable in respect of the Notes as specified in these Conditions and the Applicable Pricing Supplement |
| “Register” | A register or such registers as shall be maintained by the Registrar, in which are recorded details of Note holders |
| “Registrar” | The CSD or such other registrar as may be appointed by the Issuer in respect of the Notes issued under the Programme |
| “Relevant Currency” | The currency in which payments in respect of the Notes of the relevant Tranche or Series are to be made, as indicated in the Applicable Pricing Supplement |
| “Relevant Date” | The payment date of any obligation due on the Notes |
| “Relevant Last Date” | The date stipulated by CSD and specified in the Applicable Pricing Supplement, after which transfer of the Notes will not be registered |
| “SEC” | The Securities and Exchange Commission |
| “Series” | A Tranche of Notes together with any further Tranche or Tranches of Notes which are (i) expressed to be consolidated and form a single series and (ii) are identical in all respects except for their respective Issue Dates, and/or Issue Prices |
| “Special Resolution” | A resolution passed by at least three-fourths (3/4) majority of the total number of Noteholders at any point in time |
| “Specified Office” | The office of the Issuing and Placing Agent, as specified under the Agency Agreement and shall include such other office or offices as may be specified from time to time thereunder |
| “Tranche” | Notes that are identical in all respects |

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| “VAT” | Value Added Tax as provided for in the Value Added Tax Act, CAP VI, LFN 2004 (as amended by the Value Added Tax Act No 12 of 2007, the Finance Act 2019 and the Finance Act 2020) |
| “WHT” | Withholding Tax as provided for in section 78(2) of CITA and section 70 of PITA |
| “Zero-Coupon Note” | A Note which will be offered and sold at a discount to its Face Value and which will not bear interest, other than in the case of late payment |

IMPORTANT NOTICES

This Programme Memorandum contains information provided by the Issuer in connection with the CP Programme under which the Issuer may issue and have outstanding at any time Notes up to a maximum aggregate amount of ₦30,000,000,000. The Notes shall be issued subject to the Terms and Conditions contained in this Programme Memorandum.

The Issuer shall not require the consent of the Noteholders for the issue of Notes under the Programme.

The Issuer accepts responsibility for the information contained in this Programme Memorandum. To the best of the knowledge and belief of the Issuer (who has taken all reasonable care to ensure that such is the case), the information contained or incorporated in this Programme Memorandum is correct and does not omit any material fact that is likely to affect the import of such information.

The Issuer, having made all reasonable enquiries, confirms that this Programme Memorandum contains or incorporates all information which is reasonably material in the context of the CP Programme and the offering of the Notes, that the information contained in this Programme Memorandum and the Applicable Pricing Supplement is true and accurate in all material respects and is not misleading and that there are no other facts the omission of which would make this document or any of such information misleading in any material respect.

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

Neither this Programme Memorandum nor any other information supplied in connection with the CP Programme is intended to provide a basis for any credit or other evaluation or should be considered as a recommendation or the rendering of investment advice by the Issuer, the Dealers, or the Arrangers that any recipient of this Programme Memorandum should purchase any Notes.

No representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by the Arrangers, the Dealers, or other professional advisers as to the accuracy or completeness of the information contained in this Programme Memorandum or any other information provided by the Issuer. The Arrangers, the Dealers and other professional advisers do not accept any liability in relation to the information contained in this Programme Memorandum or any other information provided by the Issuer in connection with the Programme.

Specifically, the **Securities and Exchange Commission takes no responsibility for the contents of this Programme Memorandum, nor any other information supplied in connection with this CP Programme, makes no representation as to its accuracy or completeness and expressly disclaims any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this Programme Memorandum.**

Each person contemplating purchasing any Commercial Paper should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness of the Issuer. Neither this Programme Memorandum nor any other information supplied in connection with the CP Programme constitutes an offer or invitation by or on behalf of the Issuer to any person to subscribe for or to purchase any Notes.

The delivery of this Programme Memorandum does not at any time imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof. Investors should review, among other things, the most recent audited annual financial statements of the Issuer prior to taking any investment decision.

INCORPORATION OF DOCUMENTS BY REFERENCE

This Programme Memorandum should be read and construed in conjunction with:

1. Each Applicable Pricing Supplement relating to any Series or Tranche of Notes issued under the Programme; and
2. The audited annual financial statements of the Issuer for the financial years prior to each issue of Notes under this Programme.

which shall be deemed to be incorporated into, and to form part of, this Programme Memorandum and which shall be deemed to modify and supersede the contents of this Programme Memorandum as appropriate.

The audited financial statements and documents incorporated by reference shall be available by the Issuer or Arrangers. Requests for such documents shall be directed to the Issuer or Arrangers at their specified offices as set out in this Programme Memorandum.

SUMMARY OF THE PROGRAMME

This summary information should be read in conjunction with the full text of this Programme Memorandum, from where it is derived. The information below is a brief summary of the key features and summarised terms and conditions of the proposed CP Programme:

| TERMS | DESCRIPTION |
|-------------------------------------|---|
| Issuer: | Cardinal Torch Company Limited |
| Lead Arranger: | FSDH Capital Limited |
| Dealers | FSDH Capital Limited, LeadCapital Plc, Comercio Partners Limited, United Capital Plc, and any other additional Dealer appointed under the Programme from time to time, which appointment may be for a specific Issue or on an ongoing basis, subject to the Issuer's right to terminate the appointment of any Dealer |
| Collecting and Paying Agent: | FSDH Merchant Bank Limited |
| Auditors: | Hedgestone Professional Services |
| CSD: | "FMDQ Depository Limited" or "CSCS Depository Limited" |
| Solicitors: | Udo Udoma & Belo-Osagie |
| Programme: | The commercial paper issuance programme established by the Issuer, which allows for the multiple issuance of Notes from time to time under a standardised documentation framework |
| Programme Size: | ₦30,000,000,000 (Thirty Billion Naira) |
| Issuance in Series: | The Notes will be issued in Series or Tranches, and each Series may comprise one or more Tranches issued on different dates. The Notes in each Series, each a Tranche, will have the same maturity date and identical terms (except that the Issue Dates and Issue Price may be different). Details applicable to each Series or Tranche will be specified in the Applicable Pricing Supplement |
| Issue Price: | The price at which the relevant Series/Tranche of the Notes is issued, as specified in the Applicable Pricing Supplement |
| Issue Size: | As specified in the Applicable Pricing Supplement |
| Use of Proceeds: | Unless otherwise stated in the applicable Pricing Supplement, the net proceeds from each issue of the CPs will be utilised to support Cardinal Torch's short-term financing requirements |
| Interest Payments: | Notes shall be issued at a discount and in the form of zero-coupon notes. Thus, the Notes will not bear interest, other than in the case of late payment |
| Source of Repayment: | The repayment of all obligations under the Programme will be funded from the cash flow of Cardinal Torch |
| Default Rate: | Interest rate equivalent to the daily overnight NIBOR + 5% per annum or issue rate + 5% per annum (whichever is higher) |
| Currency of Issue: | Nigerian Naira |
| Redemption: | As stated in the Applicable Pricing Supplement, subject to the CBN Guidelines |
| Issuer Rating: | DataPro Rating (Long-term BBB+ and Short-term A2) by Datapro rating, and Augusto & Co Limited Rating (Long-term BBB- and Short-term A3) |

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| Tenor: | As specified in the Applicable Pricing Supplement, subject to a minimum tenor of 30 days and a maximum of 364 days, including roll-over from the date of issue |
| Status of Notes: | Each Note constitutes a senior unsecured obligation of the Issuer, and save for certain debts mandatorily preferred by law, the Notes rank pari passu among themselves, and save for certain debts mandatorily preferred by law, with other present and future senior unsecured obligations of the Issuer outstanding from time to time |
| Quotation: | The Issuer may elect at its discretion to have any Series or Tranche of Notes quoted on the NGX Exchange or FMDQ Platform or any other recognised trading platform. All secondary market trading of the Notes shall be done in accordance with the rules in relation to the quotation or listing of any Series or Tranche of Notes quoted or listed on the relevant trading platform |
| Taxation: | The Notes issued under the Programme will be zero-coupon notes and, as such, will be offered and sold at a discount to Face Value. The Notes will thus not bear interest, and the Issuer will not be required to withhold or deduct tax from payments in respect of the Notes to the Note holders. However, the discount on the Notes may be taxed in accordance with applicable Nigerian tax laws. |
| Governing Law: | The Notes issued under the Programme and all related contractual documentation will be governed by, and construed in accordance with, Nigerian law |
| Settlement Procedures: | Purchases will be settled via direct debit, electronic funds transfers, NIBBS Instant Payment (NIP), NIBBS Electronic Funds Transfer (“NEFT”) or Real Time Gross Settlement (“RTGS”) |

HISTORY

Cardinal Torch Company Limited is a Nigerian agro-commodity trading and processing company established in 2020 with the objective of transforming the agricultural commodity trading sector in Nigeria and across Africa. The company was founded to participate in large-scale commodity sourcing, processing, exportation, and local distribution of agricultural products while promoting efficiency, sustainability, and value addition within the sector.

The company commenced operations during the COVID-19 pandemic period and initially operated with remote collaboration structures before expanding its operational footprint and establishing a corporate office in Victoria Island, Lagos. Over the years, Cardinal Torch has positioned itself as an emerging player within Nigeria's agro-export ecosystem, particularly in the cocoa and cashew value chains.

Cardinal Torch has also continued to strengthen its governance and institutional framework. Public disclosures indicate that members of its leadership team, including its Chief Executive Officer, have participated in corporate governance and professional development initiatives through the Chartered Institute of Directors (CIoD), Nigeria. The company maintains operational presence in Nigeria while also maintaining links to international markets through its UK operations and export activities. Its headquarters are located in Victoria Island, Lagos, Nigeria.

BUSINESS STRATEGY

Cardinal Torch Company Limited operates primarily as an agro-business commodity trading, processing, and export company. The company focuses on sourcing agricultural commodities from local farmers and aggregators, processing these commodities into semi-finished and finished products, and supplying them to both local and international markets.

Its business model spans the entire agricultural commodity value chain, including:

- Commodity sourcing and aggregation
- Processing and value addition
- Warehousing and logistics
- Export and international trade
- Local distribution and supplies
- Cooperative and stakeholder partnerships

The company leverages ethical local collaborations and partnerships to meet increasing global demand for Africa-sourced agricultural commodities. Cardinal Torch emphasises sustainability, traceability, food safety, and operational efficiency as key aspects of its operating philosophy.



Cardinal Torch further positions itself as a value-addition company rather than merely a raw commodity exporter. Through semi-processing and packaging activities, the company seeks to enhance the commercial value of Nigerian agricultural products before export or domestic distribution.

The company also operates a cooperative structure known as the Cardinal Torch Cooperative, which provides opportunities for individuals and corporate participants to collaborate on commodity processing and export contracts

PRODUCT OFFERINGS

EXPORT

| PRODUCT | DESCRIPTION |
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| <p>Cocoa</p>  | <p>Nigeria’s cocoa industry is a significant contributor to the country’s non-oil export earnings. Industry estimates from the Cocoa Association of Nigeria and related sector sources place the value of the Nigerian cocoa industry at approximately US\$1 billion, although the figure fluctuates depending on global cocoa prices and export volumes. Nigeria’s annual cocoa production is generally estimated at between 250,000 and 300,000 metric tons, positioning the country among the world’s leading cocoa producers and one of the top producers in Africa.</p> <p>Cocoa beans are derived from the cacao tree and serve as the primary raw material for chocolate production. Beyond confectionery applications, cocoa derivatives are also used in cosmetics, pharmaceuticals, beverages, and nutraceutical products. Cocoa is naturally rich in flavonoids and antioxidants, and several studies suggest that moderate cocoa consumption may contribute to cardiovascular health, reduced inflammation, and improved cognitive performance.</p> <p>Cardinal Torch Company Limited’s export volume of about 500 metric tons (MT) of cocoa beans per month, equivalent to roughly 6,000 MT annually positions the Company as a growing mid-tier participant in the country’s cocoa export value chain. This scale of operation underscores its active role in aggregating and supplying export-grade cocoa to international markets such as UAE, Indonesia, Malaysia, Belgium, and Netherlands. It also reflects the Company’s ability to maintain consistent supply contracts, efficient logistics coordination, and quality assurance standards required in global commodity trade. From a strategic standpoint, this export capacity aligns with Cardinal Torch’s broader objective of strengthening its footprint in Nigeria’s agro-export sector while incrementally scaling volumes to capture a larger share of the international cocoa market.</p> |
| <p>Sesame</p>  | <p>Nigeria’s sesame seed industry is a major contributor to the country’s non-oil export earnings, with an estimated annual export value typically ranging between US\$500 million and over US\$1 billion, depending on global prices and production volumes. Nigeria ranks among the top global producers and exporters of sesame seeds.</p> <p>The commodity is particularly valued for its high oil content and strong demand in food processing and industrial applications. Sesame seeds are widely used in the production of edible oils, bakery products, and confectionery, as well as in pharmaceuticals and cosmetics. Nutritionally, they are rich in healthy fats, protein, vitamins (especially B-complex), and essential minerals such as calcium, magnesium, and iron, along with potent antioxidants like sesamin and sesamol.</p> <p>Cardinal Torch Company Limited’s export volume of approximately 2,000 metric tons (MT) per month (equivalent to about 24,000 MT annually) positions the Company as a significant institutional-scale participant in the value chain. This scale of trade places Cardinal Torch among notable private-sector exporters contributing to Nigeria’s standing as one of the world’s leading sesame seed producers and exporters</p> |

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| <p>Cashew</p>  | <p>With annual export earnings typically estimated in the range of US\$300 million to US\$500 million+, depending on global market conditions and production volumes, Nigeria’s cashew industry is a key component of the agricultural export. In recent years, Nigeria has emerged as a major global producer and exporter of raw cashew nuts (RCN), consistently ranking among the top producers worldwide.</p> <p>Cashew nuts, derived from the cashew tree are highly valued for their nutritional profile. They are rich in plant-based protein, healthy monounsaturated fats, vitamins (notably vitamin E and B-complex), and essential minerals such as magnesium, phosphorus, and zinc. Cashews are widely utilized in the food industry—consumed as snacks, processed into cashew butter, and increasingly used in plant-based dairy alternatives such as cashew milk and cheese.</p> <p>Cardinal Torch Company Limited’s export volume of approximately 1,000 metric tons (MT) of raw cashew nuts per month, equivalent to about 12,000 MT annually, positions the Company as a meaningful participant in Nigeria’s cashew export value chain. Strategically, this reinforces the Company’s role in facilitating Nigeria’s participation in the global cashew trade while also presenting potential upside through further value addition and local processing.</p> |
| <p>Soybeans</p>  | <p>Nigeria is one of the leading producers of soybeans in Sub-Saharan Africa, with annual production estimated at 700,000 to 1 million metric tons and an estimated market value ranging between US\$500 million and US\$1 billion, driven by strong domestic demand and growing regional trade.</p> <p>Soybeans are widely cultivated across the Middle Belt region and are valued for their high protein and oil content. They serve as a key input in the production of poultry and livestock feed, as well as in the manufacturing of soy oil, soy flour, and other food products. In addition, soybeans are increasingly used in the production of plant-based protein products and industrial applications.</p> <p>Cardinal Torch Company Limited’s export volume of approximately 10,000 metric tons (MT) per month (equivalent to about 120,000 MT annually), such capacity underscores Cardinal Torch’s ability to operate at scale within the agro-commodity trading space.</p> |

COMMODITY PROCESSING

Cardinal Torch Company Limited is advancing its upstream integration strategy through the development of a cashew processing facility in Siun, Obafemi Owode LGA, Ogun State. The facility, with an installed capacity of 10 metric tons per day of raw cashew nuts (RCN), is scheduled for commissioning in Q4 2026 and represents a strategic shift from primary commodity export to value-added agro-processing.

At full capacity, the plant is expected to process RCN into approximately 2.5 metric tons of semi-processed cashew kernels daily, translating to an estimated 600 metric tons of semi-processed output annually for export. These kernels are targeted at high-demand international markets across Asia, Europe, and the United States, where Nigeria continues to strengthen its position within the global cashew value chain.

From an economic standpoint, the project is projected to deliver strong financial performance, with net profit expected to grow from approximately ₦869 million in Year 1 to about ₦6.8 billion by Year 5. Returns on fixed assets are estimated within the range of 62% to 70%, with a break-even point anticipated in Year 3, underscoring the commercial viability and capital efficiency of the investment.

Beyond financial returns, the facility is expected to generate meaningful socio-economic impact, including employment creation and skills development within the host community. The initiative aligns with broader sustainability objectives, particularly SDG 8 (Decent Work and Economic Growth), while contributing to Nigeria's non-oil export diversification agenda.

Strategically, this investment enhances Cardinal Torch's positioning within the cashew value chain by capturing higher margins through processing, reducing exposure to raw commodity price volatility, and strengthening its footprint in the global agro-export market.

CONSUMER PRODUCTS – CARDINAL TREATS (READY-TO-EAT CASHEWS)

Cardinal Torch Company Limited is extending its value chain integration into the consumer retail segment through the launch of "Cardinal Treats," a premium ready-to-eat cashew brand, scheduled rolled out in Q1 2026. This initiative represents a strategic transition from bulk commodity trading and semi-processing into branded, higher-margin consumer products, enabling the Company to capture incremental value across the downstream segment.



From a market positioning standpoint, the brand is targeted at both domestic and international retail markets, with planned distribution across Nigeria, the United Kingdom, Dubai, and other key export destinations. This geographic diversification aligns with Cardinal Torch's existing export footprint and leverages its established trade channels.

Strategically, the launch of Cardinal Treats enhances the Company's vertical integration strategy, transitioning from raw and semi-processed exports into fully branded consumer goods.

SOYA PROCESSING

Cardinal Torch is advancing its agro-industrial strategy through the development of a large-scale soya processing facility in Ogun State, strategically positioned as a gateway to Nigeria’s soy-rich northern regions and key export corridors. The project underscores the Company’s transition from commodity trading into integrated processing and industrial value creation.

From a financial perspective, the project demonstrates strong commercial fundamentals. Soybean oil is expected to account for 35–40% of total revenue, with projections indicating a break-even period of approximately 24 months, a return on investment (ROI) of around 30% within three years, and annual revenues exceeding US\$58 million from Year 1. These metrics highlight the facility’s potential to deliver attractive returns while maintaining operational efficiency at scale.

Strategically, the investment positions Cardinal Torch to capture significant value within Nigeria’s edible oil and agro-processing markets, while reducing dependence on imported vegetable oils. The facility is also expected to catalyse growth across adjacent industries—including poultry feed, biofuels, and manufacturing—through the supply of key by-products such as soybean meal.

SHAREHOLDING STRUCTURE

The Shareholding structure of Cardinal Torch Company Limited as of the date of this Programme Memorandum is presented below:

| SHAREHOLDER | NO OF SHARES | SHAREHOLDING % |
|---------------------------------|--------------------|----------------|
| Olurin David | 105,000,000 | 70.00% |
| Olurin Abimbola Oluwakemi | 30,000,000 | 20.00% |
| Akindele Rafiu Ayoola | 7,500,000 | 5.00% |
| Akindele Bamitale Oluwadamilola | 7,500,000 | 5.00% |
| Total | 150,000,000 | 100% |

PROFILE OF THE BOARD OF DIRECTORS

Alhaji Abba Ahmed Dantata, PhD (Honoris Causa) – Board Chairman & Independent Non-Executive Director

Abba Ahmed Dantata is a seasoned business leader and institutional builder with over two decades of experience across logistics, agribusiness, and large-scale enterprise management. He currently serves as Chairman and Non-Executive Director of Cardinal Torch Company Limited, where he provides strategic oversight on governance, long-term growth, and operational scaling. He is also the President and Chief Executive Officer of FURSA Group, leading the development of integrated agribusiness operations spanning food production, processing, and distribution across Nigeria.

Mr. Dantata is widely recognized for his ability to design and scale complex operational systems, particularly in building efficient farm-to-market supply chains and driving sustainable growth through strategic partnerships. His professional background includes senior leadership roles within the Dangote Group, where he served as Group General Manager, Logistics and Distribution, overseeing nationwide logistics operations, as well as General Manager, Logistics and Procurement at Dangote Transport. These roles underpin his deep expertise in logistics optimization, procurement, and large-scale coordination.

He holds an Honorary Doctor of Philosophy (PhD) in Leadership and Management from the British American Open University of California, a Master of Science in Management Information Systems from Ferris State University, and a Bachelor of Arts in Political Science (International Relations) from the American University in Cairo. He also possesses certifications in Quality Management and E-Business, and has received industry recognition, including a Special Award of Excellence for his contributions to Nigeria's agribusiness and food systems development.

At Cardinal Torch, Mr. Dantata leverages his core competencies in agribusiness development, supply chain integration, logistics management, and strategic leadership to strengthen the Company's operational platform and market positioning. His experience enhances Cardinal Torch's capacity to scale efficiently, expand into new markets, and deliver sustainable value across the commodities value chain, reinforcing its role as a growing player in Nigeria's agro-export sector.

Mr. David Olurin Jr., MBA – Managing Director/ CEO

David Oladunjoye Olurin is the Chief Executive Officer of Cardinal Torch Company Limited and a seasoned business leader with over two decades of experience spanning commodity trading, energy, and construction. Since co-founding the Company in March 2020, he has led its growth into a diversified agro-commodity trading and processing platform, underpinned by strong execution capabilities and a clear strategic vision.

With a heritage rooted in cocoa trading, Mr. Olurin developed an early and practical understanding of commodity markets, which has evolved into deep expertise across export trade, market positioning, and international commodity flows. His experience includes active engagement within global trade networks and collaboration with international stakeholders, enabling him to navigate complex market dynamics and strengthen Cardinal Torch's competitive positioning across key export markets.

Academically, he holds a Master of Business Administration (MBA) from the Metropolitan School of Business and Management, London, and a Certificate in Business Leadership from Lagos Business School. This combination of technical grounding and business education supports his ability to align strategic intent with operational execution.

Mr. Olurin's cross-sector experience in the energy and construction industries has further strengthened his capabilities in financial structuring, public-private partnerships, and large-scale project execution. These competencies are particularly relevant to Cardinal Torch's expansion into processing infrastructure and integrated supply chain development.

As CEO, he provides hands-on leadership across strategy, trade finance, and export operations, driving the Company's expansion across both upstream sourcing and downstream value addition. His leadership continues to position Cardinal Torch as an emerging player in Nigeria's agro-export sector, with a focus on scalability, efficiency, and long-term value creation.

Mrs. Abimbola Olurin, B.Sc. - Non-Executive Director

Abimbola Oluwakemi Olurin is a highly organized project management professional with extensive experience delivering initiatives across digital transformation, enterprise technology, web development, and education. She serves as a Non-Executive Director on the Board of Cardinal Torch Company Limited, where she contributes to project governance, operational policy development, and talent strategy, strengthening the Company's institutional and execution capabilities.

With a strong background in Project Management Office (PMO) frameworks, Abimbola has built a track record of successfully coordinating multiple concurrent projects, ensuring delivery within scope, timeline, and quality benchmarks. She has held key roles including PMO Lead at Xynergy Strategies, as well as project and administrative support positions at SIDIC Training and Consultancy Limited, Tulcan Energy Resources, and United Bank for Africa (UBA). Across these roles, she has demonstrated expertise in project coordination, stakeholder management, and process implementation, particularly within enterprise and technology-driven environments.

She holds a PRINCE2 Foundation certification from PeopleCert (Axelos) and a Bachelor of Science in Economics from Olabisi Onabanjo University. Her professional experience includes supporting the delivery of enterprise cloud solutions, digital transformation programs, and business strategy initiatives, equipping her with a structured and systems-driven approach to project execution.

Abimbola's core competencies span project planning, RAIDs management (Risks, Assumptions, Issues, Dependencies), governance, quality control, and change management, alongside strong capabilities in reporting, stakeholder engagement, and team collaboration.

At Cardinal Torch, she plays a critical role in reinforcing operational discipline and project execution standards, ensuring that the Company's strategic initiatives are supported by robust processes, effective oversight, and continuous improvement frameworks. Her presence on the Board enhances Cardinal Torch's ability to scale sustainably while maintaining high standards of execution and organizational effectiveness.

Mr. Bamitale Akindele, MIOD, M.Sc - Executive Director

Bamidele Oluwadamilola Akindele is a seasoned operations and supply chain executive with over 25 years of experience spanning the commodities export and energy sectors. As Executive Director, Operations at Cardinal Torch Company Limited, he leads the Company's end-to-end operational framework, overseeing procurement, logistics, distribution, and supply chain optimization across its growing commodity portfolio.

Bamidele brings deep expertise in managing complex, large-scale supply chain systems, with a strong track record of driving operational efficiency, cost optimization, and sustainable growth. He is recognized for his ability to streamline processes, strengthen stakeholder relationships, and execute within highly regulated and dynamic market environments, making him instrumental to Cardinal Torch's operational scalability.

Prior to joining Cardinal Torch, he served as Managing Partner at Abinitio Energy Limited, where he led the company's strategic growth and operational expansion over a decade. His earlier career includes consulting engagements with leading UK organizations such as Npower, Commercial Union (now Aviva), and Scottish Power, where he contributed to large-scale supply chain and operational improvement initiatives.

He holds a Master of Science in Business Information Systems from the University of London and a Bachelor of Arts in Economics from the University of Kent. His professional certifications include SAP Consultant (Sales and Distribution) and Microsoft Certified Systems Engineer (MCSE), and he is a member of the Chartered Institute of Directors (IoD). This combination of technical and managerial expertise underpins his effectiveness in leading data-driven and systems-oriented operations.

At Cardinal Torch, Bamidele is responsible for optimizing supply chain performance and ensuring operational alignment with the Company's strategic growth objectives. He leads initiatives focused on efficiency enhancement, risk management, and continuous improvement, strengthening the Company's operational backbone and reinforcing its competitive positioning within the agro-commodity export sector

Prof. Rafiu Ayoola Akindele, PhD - Non- Executive Director

Prof. Rafiu Ayoola Akindele is a distinguished academic and policy expert with over four decades of experience in international affairs, governance, and public administration. As a Non-Executive Director at Cardinal Torch Company Limited, he provides independent oversight and strategic guidance on governance, policy formulation, and long-term institutional development.

He has held senior roles across academia and policy institutions, including Professor at Nasarawa State University and leadership positions at the Nigerian Institute of International Affairs (NIIA), where he served as Director of Research and Acting Director-General. His career also includes academic and research leadership roles at Obafemi Awolowo University and other national institutions.

Prof. Akindele holds a PhD in International Organization from the University of Alberta, with additional advanced degrees from Queen’s University. A prolific scholar, he has authored over 12 books and 100 publications, contributing significantly to discourse in diplomacy, federalism, and governance.

At Cardinal Torch, he strengthens board effectiveness and strategic decision-making, bringing deep expertise in policy, institutional strategy, and governance frameworks to support sustainable growth.

Alhaji Saheed Olanrewaju Ahmed, HND - Independent Non-Executive Director

Alhaji Saheed Olanrewaju Ahmed is an experienced business executive with over 14 years in Nigeria’s downstream oil and gas sector, bringing strong expertise in petroleum distribution, business strategy, and operational leadership. As Independent Non-Executive Director at Cardinal Torch Company Limited, he contributes practical industry insight and strategic perspective to board deliberations.

He is the Chief Executive Officer of Bolfaz Resources Nigeria Limited, where he oversees operations and drives growth across the downstream value chain. His earlier entrepreneurial experience in automobile trading reflects his strong commercial acumen and market adaptability.

Alhaji Ahmed holds an HND and OND in Marketing from Kwara State Polytechnic, as well as a Diploma in International Management from the Hogeschool of Economics, Amsterdam. His core competencies include supply chain and logistics management, business development, stakeholder engagement, and corporate leadership.

At Cardinal Torch, he enhances board oversight and strategic execution, particularly in areas of operational efficiency, market expansion, and sustainable growth.

Mr. Oladipupo Adesoji Ogunbiyi, MBA - Independent Non-Executive Director

Oladipupo Adesoji Ogunbiyi is a seasoned investment banking executive with nearly two decades of experience across capital markets, M&A, and financial advisory in Africa. As an Independent Non-Executive Director at Cardinal Torch Company Limited, he provides strategic financial oversight and guidance on capital structuring, investment strategy, and growth financing.

He currently serves as Head of Investment Banking at Renaissance Capital Africa, and has previously held senior roles at FSDH Capital, First Ally Capital, BHO Advisory Partners, and FBNQuest Merchant Bank, where he led and executed high-value transactions across multiple sectors, including oil & gas, power, and financial services.

He holds an MBA from the University of Chicago Booth School of Business and a Bachelor’s degree in English from Lagos State University, with additional executive training from Wharton and INSEAD. His core expertise spans capital raising, financial structuring, M&A execution, and strategic advisory.

At Cardinal Torch, he strengthens financial strategy and board decision-making, leveraging deep market insight and transaction experience to support long-term value creation and capital optimization.

PROFILE OF THE MANAGEMENT TEAM

David Olurin Jr - Chief Executive Officer – *Please see profile on page 16*

Emmanuel H. Mshelia, MBA - Chief Technical Officer

Emmanuel H. Mshelia is a seasoned food industry expert with over 2 decades of experience in progressive leadership experience across the FMCG and agro processing sectors, specializing in wheat, maize, and rice milling, as well as pasta, noodles, and beverage production. As Chief Technical Officer at Cardinal Torch Company Limited, his role includes leading stakeholder engagement, interfacing with international OEMs, construction and HVAC contractors, and ensuring regulatory compliance with Nigerian and global food safety standards.

David Imoisili, FCA, MBA - Chief Financial Officer

David Imoisili is an accomplished Chartered Accountant & Tax Practitioner with 15 years experience in financial & corporate management. He comes with a good level of accounting, finance and audit. His professional certification and experience has earned him overseeing the account and finance team of Cardinal Torch.

Ada Ahubelem, LL.M, MCI Arb., FCIS (UK) - Company Secretary / Head, Legal & Compliance

With two decades of post-call experience, Ada is a distinguished lawyer and seasoned Governance, Secretarial, and Compliance Professional. She holds both a Bachelor of Laws (LL.B.) and Master of Laws (LL.M) degrees from the University of Lagos. She is a Fellow of The Chartered Governance Institute (CGI), UK, a Member of the Chartered Institute of Arbitrators, UK, and a Notary Public for Nigeria.

Ndutimobong Sunday-Enang, M.Sc - Head of Business Development & Commercials

Ndutim is tasked with Business Development and collaborating with field teams to deliver solutions in line with Cardinal Torch's vision. An eclectic, she has garnered Product Management experience from diverse sectors such as construction where she holds a master's degree in construction technology.

Oluwaseun Kushimo, M.Sc - Head of Operations / Lead Agronomist

Oluwaseun possesses years of sound experience and certifications in agri-business and its processes such as agronomy, agro processing, food safety/food handling etc with a bachelor's degree in agriculture. He has skills required for training and management in areas such as Good Agricultural Practises and Food Safety Management. He is a certified COLEACP coach.

Ayotunde Adebayo, M.Sc - Head of Trade Finance & Treasury Manager

Ayotunde is a seasoned Credit and Treasury Specialist with commendable years of work experience in consumer lending, treasury and portfolio management in the banking sector with core competencies in Credit Risk and Treasury management with certification in Enterprise Risk Management. He holds BSc. in Economics and master's in business studies.

Nancy Ossai, MBA - Head of Human Resources & Administration

Nancy is an experienced Client Relations and Administrative Manager with over nine years working experience in the Telecoms and Banking sector. She holds an MBA in Human Resources. Self-motivated, committed, and passionate about relations in general, a professional with competence in organizational procedures.

USE OF PROCEEDS

Unless otherwise stated in the applicable Pricing Supplement, the net proceeds from each issue of the Commercial Papers will be used to support Cardinal Torch Company's short-term financing requirements.

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

TERMS AND CONDITIONS OF THE NOTES

The following are the Terms and Conditions of the Notes to be issued by the Issuer under the Programme. The provisions of the Applicable Pricing Supplement to be issued in respect of any Note are incorporated by reference herein and will supplement these Terms and Conditions for the purposes of that Note. The Applicable Pricing Supplement in relation to any Series of Notes may specify other terms and conditions, which shall, to the extent so specified, to the extent inconsistent with the Terms and Conditions contained herein, replace, or modify the following Terms and Conditions for the purpose of such Series of Notes.

1. ISSUANCE OF NOTES

The Issuer may, from time to time, subject to these Terms and Conditions, issue Notes in Series on a continuous basis under the Programme in an aggregate principal amount not exceeding ₦30,000,000,000 (Thirty billion Naira). Any Series of Notes issued under the Programme shall be constituted by, be subject to, and benefit from, the Deed of Covenant.

2. FORM, DENOMINATION AND TITLE

2.1 Form and Denomination

2.1.1 Unless otherwise specified in any Applicable Pricing Supplement, the Notes shall be registered electronically, serially numbered and denominated in a minimum amount of ₦1,000 (one thousand Naira).

2.1.2 The Notes issued under this Programme will be denominated in Naira or in the relevant currency stated in the applicable Pricing Supplement.

2.1.3 The Notes will be issued in the form of discounted notes.

2.1.4 The Notes will be issued through book-entry deposit by crediting the depository account of applicants and a Register shall be maintained by the central security depository (CSD).

2.2 Title

2.2.1 Title to the Notes will pass upon credit to the central security depository account of each of the Noteholders.

2.2.2 Transfer of title to Notes shall be effected in accordance with the rules of the central security depository and the rules governing transfer of title in securities traded on central security depository.

2.2.3 The Issuer may deem and treat the registered holder of any Note as the person indicated in the records of the Registrar/central security depository as the absolute owner thereof for all purposes, including but not limited to the payment of outstanding obligations in respect of the Notes.

3. STATUS OF THE NOTES

Each Note constitutes a senior, unsecured and unsubordinated obligation of the Issuer and the Notes rank *pari passu* among themselves and, save for certain debts preferred by law, *pari passu* with all other present and future unsecured and senior obligations of the Issuer outstanding from time to time.

4. REDEMPTION

The Notes are only redeemable at maturity and will be redeemed at the face value specified in the Applicable Pricing Supplement.

5. PAYMENTS

The face value of the Notes will be paid to the Noteholders shown on the Register at 3pm on the Maturity Date. The registered Noteholder shall be the only person entitled to receive payments in respect of the Notes and the Issuer will be discharged by payment to, or to the order of, the registered Noteholder in respect of each amount so paid.

5.1 Method of Payments

- 5.1.1 Only Noteholders named in the Register as at the close of business on the date specified in the applicable Pricing Supplement, after which transfer of the Notes will not be registered, shall be entitled to payment of amounts due and payable in respect of the Notes
- 5.1.2 Payment of outstanding obligations in respect of the Notes will be made by electronic funds transfer.
- 5.1.3 All monies payable in respect of the Notes shall be paid to or to the order of the Noteholders by the Collecting and Paying Agent. Noteholders shall not be required to present and/or surrender any documents of title to the Collecting and Paying Agent.
- 5.1.4 In the case of joint Noteholders, payment by electronic transfers will be made to the account of the Noteholder first named in the Register. Payment by electronic transfer to the Noteholder first named in the Register shall discharge the Issuer of its relevant payment obligations to joint Noteholders under the Notes.
- 5.1.5 In the case of nominees, the nominee shall be paid as the registered Noteholder, which payee shall in turn be responsible for transferring such funds to the holders of the beneficial interests.
- 5.1.6 Neither the Issuer nor its agents shall be responsible for any loss in transmission of funds paid in respect of each Note.
- 5.1.7 If the Issuer is prevented or restricted directly or indirectly from making any payment by electronic funds transfer (whether by reason of strike, lockout, fire explosion, flood, riot, war, accident, act of God, embargo, legislation, shortage of or breakdown in facilities, civil commotion, government interference or control or any other cause or contingency beyond the control of the Issuer), the Issuer shall make such payment by cheque (or by such number of cheques as may be required in accordance with applicable banking law and practice). Such payments by cheque shall be sent through a reputable and registered courier operator to the address of the Noteholder as set forth in the Register.
- 5.1.8 Cheques may be posted by registered mail, provided that neither the Issuer nor the Agents shall be responsible for any loss in transmission and the postal authority shall be deemed to be the agent of the Noteholders for the purposes of all cheques posted in terms of this condition.

5.2 Payment Day

Payment shall be made on a Business Day. If the due date for payment of any amount in respect of the Notes is not a Business Day, then the Noteholder thereof shall not be entitled to payment of the amount due until the next Business Day. The Noteholder shall not be entitled to any further interest or other payment in respect of such delay. Provided that where the next Business Day falls in a different calendar month, that payment shall be made on the immediately preceding Business Day.

6. EVENT OF DEFAULT

6.1 Event of Default

An event of default in relation to the Notes (each an "**Event of Default**") shall arise if any one or more of the following events shall have occurred and are continuing:

- 6.1.1 If the Issuer fails to make payment in full by the Maturity Date;

- 6.1.2 if the Issuer fails to perform or observe any of its other obligations under the Notes and such failure has continued for a period of 7 days following the service on the Issuer of a written notice requiring that breach to be remedied;
- 6.1.3 should any, representation, warranty or undertaking made in connection with any documentation supplied by the Issuer be, in the Arranger's opinion, materially incorrect;
- 6.1.4 if the Issuer initiates bankruptcy or insolvency proceedings or becomes insolvent, or is provisionally or finally sequestrated, or is provisionally or finally wound up, or is unable to pay its debts as they become due, or is placed under provisional or final judicial management, or enters into a scheme of arrangement or compromise with its creditors;
- 6.1.5 should the shareholders of the Issuer pass a resolution for the winding up of the Issuer;
- 6.1.6 if an attachment, execution or other legal process is levied, enforced upon, issued on or against a material or substantial part of any assets of the Issuer and is not discharged or stayed within 90 days of service by the relevant officer of the court of such attachment, execution or other legal process; or
- 6.1.7 if a writ of execution is issued by any competent court attaching any material or substantial part of assets belonging to the Issuer and such remains unsatisfied for more than 10 Business Days after the date on which it is issued.

6.2 Action upon Event of Default

- 6.2.1 Upon the occurrence of an Event of Default which is continuing, any Noteholder may by written notice to the Issuer at its specified office(s), effective upon the date of receipt thereof by the Issuer, declare the Notes held by that Noteholder to be forthwith due and payable, provided that no such action shall be taken if the Issuer withholds or refuses to make any payment in order to comply with any law or regulation of Nigeria or to comply with any order of a court of competent jurisdiction.
- 6.2.2 Upon the occurrence of an Event of Default, the Issuer shall pay Noteholders interest at the Default Rate until the debt obligations to the Noteholders have been settled in full. In addition, the Noteholders shall have the right to exercise all other remedies available to them under the laws of Nigeria.

7. REGISTER

- 7.1 The Register shall be maintained by the central security depository. The Register shall reflect the number of Notes issued and shall contain the name, address, and bank account details of the registered Noteholders. The Register shall set out the aggregate Principal Amount of the Notes issued to such Noteholder and the date of issue.
- 7.2 Statements issued by the central security depository as to the aggregate number of Notes standing to the central security depository account of any person shall be conclusive and binding for all purposes save in the case of manifest error and such person shall be treated by the Issuer and the Agent as the legal and beneficial owner of such aggregate number of Notes for all purposes.
- 7.3 The Issuing and Placing Agent shall alter the Register in respect of any change of name, address, or bank account number of any of the registered Noteholders of which it is notified in accordance with these Terms and Conditions.

8. NOTICES

8.1 Notices to the Noteholders

- 8.1.1 All notices to the Noteholders will be valid if mailed by prepaid registered mail to them at their respective addresses of record in the relevant register of Notes of a Series maintained by the Registrar. The Issuer shall also ensure that notices are duly given or published in a manner that complies with the requirements, rules, and regulations of the SEC or such other regulatory authority as may be applicable to the Notes.
- 8.1.2 Any notice shall be deemed to have been given on the second day after being so mailed, the date of delivery or on the date of first publication in national newspapers.

8.2 Notices from the Noteholders

- 8.2.1 Notices to be given by any Noteholder to the Issuer shall be in writing and given by lodging the same with the Issuing and Placing Agent at its registered office.
- 8.2.2 Any change of name or address on the part of a Noteholder shall forthwith be notified to any of the Agents who shall inform the central security depository to effect the change in the Register.

9. MODIFICATION

- 9.1 The Arrangers and the Issuer may agree, without the consent of the Noteholders, to any modification of the Terms and Conditions which is of a formal, minor or technical nature or is made to correct a manifest error or to comply with the mandatory provisions of any law in Nigeria and which is not prejudicial to the interest of the Noteholders.
- 9.2 Save as provided in condition 9.1 above, no amendment of the Terms and Conditions may be effected unless:
- (a) such amendment is in writing and signed by or on behalf of the Issuer; and
 - (b) such amendment:
 - (i) if it affects the rights, under the Terms and Conditions, of all the Noteholders, is signed by or on behalf of Noteholders, holding not less than 75% of the outstanding Principal Amount of all the Notes; or
 - (ii) if it affects only the rights, under the Terms and Conditions, of a particular group (or groups) of Noteholders, is signed by or on behalf of the Noteholders in that group (or groups) holding not less than 75% of the outstanding Principal Amount of all the Notes held by that group.
- 9.3 Any such modification shall be binding on the Noteholders and shall be notified to the Noteholders in accordance with Condition 8 as practicable thereafter.

10. MEETING OF NOTEHOLDERS

- 10.1 The Issuer may at any time convene a meeting of all Noteholders upon at least 21 days prior written notice to such Noteholders. The notice is required to be given in terms of Condition 8. Such Notice shall specify the agenda, special resolution, date, place, and time of the meeting to be held, which place shall be in Nigeria.

- 10.2 Any director and/or duly appointed representative of the Issuer may attend and speak at a meeting of the Noteholders, but shall not be entitled to vote, other than as a Noteholder or as a proxy or representative of a Noteholder.
- 10.3 Noteholders holding not less than 50% in Principal Amount of the outstanding Notes shall be able to request the Issuer to convene a meeting of Noteholders. Should the Issuer fail to convene such a meeting within 10 days of such a request being received by the Issuer, the Noteholders requesting the meeting may convene such a meeting.
- 10.4 A Noteholder may by an instrument in writing (a "**Form of Proxy**") signed by the holder or, in the case of a corporation executed under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation, appoint any person (a "**Proxy**") to act on his or its behalf in connection with any meeting or proposed meeting of the Noteholders.
- 10.5 Any Noteholder, which is a corporation, may by resolution of its directors or other governing body, authorise any person to act as its representative (a "**Representative**") in connection with any meeting or proposed meeting of the Noteholders.
- 10.6 Any Proxy or Representative appointed shall, so long as the appointment remains in force, be deemed for all purposes in connection with any meeting or proposed meeting of the Noteholder specified in the appointment, to be the holder of the Notes to which the appointment relates, and the holder of the Notes shall be deemed for such purposes not to be the holder.
- 10.7 The chairman of the meeting shall be appointed by the Issuer. The procedures to be followed at the meeting shall be as determined by the chairman, subject to the remaining provisions of this Condition 10.3. Should the Noteholders request a meeting, and the Issuer fails to convene such a meeting within 10 days of such request, then the chairman of the meeting held at the instance of the Noteholders shall be selected by a majority of Noteholders present in person or by Proxy.
- 10.8 At any such meeting, 2 or more Noteholders present in person, by Representative or by Proxy, holding in aggregate not less than $\frac{1}{3}$ of the Principal Amount of Notes outstanding shall form a quorum.
- 10.9 On a poll, each Noteholder present in person or by Proxy at the time of the meeting shall have the number of votes equal to the number of Notes, by denomination, held by the Noteholder.
- 10.10 If within 30 minutes after the time appointed for any such meeting, a quorum is not formed, the meeting shall, if convened upon the requisition of Noteholders, be dissolved. In any other case, the meeting shall be adjourned to such date and time not being less than 14 days nor more than 21 days thereafter, and at the same time and place. At such adjourned meeting, 2 or more Noteholders present or represented by Proxy shall form a quorum and shall have the power to pass any Special Resolution and to decide upon all matters which could properly have been dealt with at the original meeting had the requisite quorum been present.

11. CHANGE OF AGENT

- 11.1 The Issuer is entitled to vary or terminate the appointment of the Agent and /or appoint additional or other agents and/or approve any change in the specified office through which any agent acts, provided that there will at all times during the subsistence of the Programme, be an agent with specified offices.
- 11.2 The Agent acts solely as agent of the Issuer and does not assume any obligation towards or any relationship of agency or trust for or with any Noteholder.

12. FURTHER ISSUES

The Issuer shall be at liberty from time to time, without the consent of the Noteholders, to issue further Notes under the Programme.

13. GOVERNING LAW

These Terms and Conditions and the provisions of this Programme Memorandum and the Notes are governed by, and shall be construed in accordance with, the laws of Nigeria.

TAX CONSIDERATIONS

The Notes issued under the Programme will be zero-coupon notes and as such, will be offered and sold at a discount to Face Value. The Notes will thus not bear interest and the Issuer will not be required to withhold or deduct tax from payments in respect of the Notes to the Note holders. However, the discount on the Notes may be taxed in accordance with applicable Nigerian tax laws.

The foregoing summary does not purport to be comprehensive and does not constitute advice on tax to any actual or prospective purchaser of Notes issued under the Programme. In particular, it does not constitute a representation by the Issuer or its advisers on the tax consequences attaching to a subscription or purchase of Notes issued under the Programme. Tax considerations that may be relevant to a decision to acquire, hold or dispose of Notes issued under the Programme and the tax consequences applicable to each actual or prospective purchaser of the Notes may vary. Any actual or prospective purchaser of the Notes who intends to ascertain his/her tax position should seek professional advice from his/her preferred professional advisers as to the tax consequences arising from subscribing to or purchasing the Notes, bearing in mind his/her peculiarities. Neither the Issuer nor its advisers shall be liable to any subscriber or purchaser of the Notes in any manner for placing reliance upon the contents of this section.

RISK FACTORS

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

RISK FACTORS RELATING TO NIGERIA

Political Risk

These are risks related to political instability, security, religious differences, and ethnicity in Nigeria. Over the past five years, there has been an increase in the number and frequency of attacks and cases of kidnapping across various parts of Nigeria.

Sectarian conflicts in the Middle Belt and Northern Nigeria continue to pose a threat to Nigeria's political stability. The intermittent crisis and insurgency of Boko Haram and Banditry have been identified as major contributors to the region's security challenges.

In addition, recent developments in the political movement agitating for an independent Biafra Republic may potentially have a material adverse effect on public safety and productivity if not managed appropriately.

Emerging Markets Risk

Emerging markets such as Nigeria are subject to greater risk than more developed markets, and financial turmoil in any emerging market could cause the price of securities to decrease. Generally, investments in emerging markets are only suitable for sophisticated investors who better understand the instruments and 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 Shelf Prospectus may become outdated relatively quickly

Economic Risk

The Nigerian economy is largely dependent on crude oil production and has been severely affected by the fall in global crude oil prices. The global decline in crude oil prices, leading to some foreign exchange restrictions, has slowed down economic productivity in Nigeria as a whole.

A number of manufacturing/trading companies have been impacted by the difficulty in accessing foreign exchange for the purchase of raw materials or finished goods, leading to a significant decline in output. This has hindered the ability of such companies to service their loan facilities, thereby impacting the profitability of some banks and increasing their impairments.

Instability in key areas across the globe can adversely affect the movement of trade and foreign exchange in Nigeria. Investors are also advised to pay attention to key indicators in the global economy that may have an impact on investments in Nigeria.

RISK FACTORS RELATING TO THE ISSUER

Credit risk

The possibility of Cardinal Torch incurring financial losses if a borrower or counterparty fails to meet their contractual obligations is referred to as credit risk. Customers may face financial difficulties as a result of poor economic conditions, macroeconomic policies such as monetary policy and rising inflation, which increase their chances of default, so to reduce this credit risk, Cardinal Torch Company Limited's management frequently examines the creditworthiness ratings of its existing borrowers and conducts regular reviews of its loan portfolio's analysis. Borrowers are also classified by the bank based on their credit characteristics, and those with high credit risk face greater scrutiny and may be required to produce additional collateral or guarantees.

Market Risk

The issuer is exposed to market risk, which is the risk of changes in market conditions and its operating environment, affecting the value of its assets and liabilities. As such, there is no assurance that the Issuer would be able to protect itself from the adverse effects of market risk exposure. The Issuer undertakes investment activities in fixed income securities such as bonds, treasury bills, interbank takings and placements, all of which give rise to market risk exposure.

Although it is difficult to predict with accuracy changes in economic or market conditions and to anticipate the effects that such changes could have on the Bank's financial performance, Cardinal Torch will continue to employ robust risk practices to ensure that all funds raised under the Programme are utilized after undertaking careful due diligence

Liquidity Risk

Liquidity risk for Cardinal Torch Company Limited refers to the danger that the bank will not have enough funds to satisfy its short-term obligations as they fall due. The issuer, like other financial organizations, is vulnerable to liquidity risk since it relies on the availability of capital to carry out its operations, which include lending to businesses. The focus of the liquidity review is on the net financing capacity, such as free cash plus available credit facilities, in relation to the financial liabilities. To manage this risk, the bank carries out routine checks to maintain an adequate liquidity position and monitor/ manage its cash flows. In addition, the bank will need to look for longer-term funding sources, conduct stress tests to assess the impact of liquidity shocks, and implement appropriate risk-mitigation measures.

Regulatory Risk

Cardinal Torch Company Limited is lawfully incorporated and established under Nigerian legislation and is exposed to risks arising from a change in regulations in any legal, taxation, accounting pronouncements and specific industry regulations, which continues to be effective as of the date of this Programme Memorandum; however, no assurance can be made as to the impact of any potential judicial decision or change in Nigerian legislation after the date of this Programme Memorandum. Regulatory and political choices made by the Federal Government and the Issuer's regulators will continue to have an impact on the Issuer's operations.

Operational Risk

The Issuer defines operational risk as the likelihood of incurring a loss as a result of ineffective internal systems, people, or processes, as well as external occurrences such as third-party fraud. It excludes strategic and reputational risks but includes legal hazards. Rogue trading, fraud/forgery, penalties, or expenses incurred, settlement delays and regulatory infractions, inappropriate sales practices, poor accounting processes, lapses in financial control, and legal settlements involving significant payments for losses alleged to have been caused by the Company and/or its employees are examples of these risks and their associated losses.

RISK FACTOR RELATING TO THE ISSUE

General Fixed Income Related Risks

When the CPs are issued, there may not be a vibrant two-way quotation trading market, which could limit their liquidity. As a result, it's possible that Investors will not be able to sell their CPs in a way that is efficient and transparent. However, there is a thriving OTC market for Treasury Bills and other fixed income instruments, and the ongoing growth and diversification of the fixed income market will contribute to enhanced CP liquidity. The short-term nature of the CP notes means that investors will typically hold the securities till maturity.

Interest Rate Risk

The notes may vary inversely with changes in prevailing interest rates, as the Notes could be offered at a fixed rate benchmarked against treasury bills. In this instance, where the interest rates rise, the price of fixed-rate securities fall, and when interest rates drop, the prices increase. Therefore, the extent of the fall or rise in prices is a function of the existing interest, 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 Notes.

Ranking

The notes will constitute senior unsecured obligations of the Issuer. Therefore, holders of secured indebtedness, if any, will have claims that are prior to the claims of the holders of the Notes, to the extent of the assets securing such indebtedness. Thus, in the event of a bankruptcy, liquidation, dissolution, reorganization or similar proceeding, the pledged assets would be available to satisfy obligations on the secured indebtedness before any payment could be made on the Notes.

SETTLEMENT, CLEARING AND TRANSFER OF NOTES

Words used in this section shall bear the same meanings as used in the section headed "Definitions and Interpretations", except to the extent that they are separately defined in this section or the meaning, if applied, would be clearly inappropriate for the context.

Authorised Participants

The central security depository will maintain a central securities account for Issuing, Placing, Paying & Collecting Agents/ Issuing & Placing Agents and Dealing Members ("Authorised Participants"), and each beneficial owner of the Notes is required to have a sub-account under the Authorised Participants. Note holders may exercise their rights in respect of the Notes held in the custody of central security depository only through the Authorised Participants.

For purposes of Notes issued under this Programme, the Authorised Participant is FSDH Capital Limited and any Dealer.

Registration

- i. The Authorised Participant is required to register with the central security depository before dealing in CPs.
- ii. Note holders are required to route their account opening applications and transactions through the Authorised Participant, who would then notify the FMDQ/NGX to create a relevant sub-account for the Noteholder.
- iii. The central security depository will assign a unique identification number ("Trade Member Code") to the Authorised Participant and also open the account(s) requested by the Authorised Participant.
- iv. The central security depository will furnish the Authorised Participant with the following information:
 - a. Trade Member code;
 - b. Account Number(s), including sub-accounts for clients; and
 - c. CP Symbol and ISIN Codes (The central security depository will re-open the existing ISIN code for all tranches with the same maturity dates; however, new ISIN codes will be issued for tranches with different maturity dates).

Lodgement

- i. The Authorised Participant will electronically lodge CPs with the central security depository and advise the central security depository after lodgement to transfer the CPs to the sub-accounts, individual accounts or custodian's accounts of the beneficial owners of the Notes.
- ii. The central security depository shall process the same within 24 hours of receipt.

Redemption

- i. No transactions or trades may be effected for any CPs five (5) working days prior to its maturity date, as the Register closes two (2) working days before the maturity date.
- ii. The central security depository shall expunge matured CPs on the maturity date of the CPs.
- iii. The Authorised Participant must notify the CSD to expunge (knock off) matured CPs not later than 3.00 pm on the maturity/redemption date of the CP.
- iv. Maturity must be on a business day; however, where this falls on a public holiday, the ensuing working day shall be the maturity date of the CP.

Roll-Over

- i. Every rollover of a CP shall be treated or classified as a fresh/ separate CP and shall be registered with the CSD, who in turn shall furnish the Issuing and Placing Agent with the new CP Symbol and ISIN Codes, subject to the receipt of CP rollover fees.

- ii. The new codes shall replace the existing CP Symbol and ISIN Codes in the system.

Default

- i. In case of a default, the Issuing and Placing Agent must notify the Central Security Depository and Exchange at least two (2) days before the maturity date to make public the default status of the CP to the market, no later than 3.00 pm. In this event, the CP holdings must remain with the central security depository until the Issuing and Placing Agent pays off the Note holders and notifies the Central Depository and Exchange with the evidence
- ii. The Central Security Depository and Exchange shall make public the default status at least one (1) day before the maturity date and expunge the CP from the depository accordingly.

Secondary Market Trading (OTC) Guidelines

- i. The Authorised Participant will submit CP transaction instructions/details to the central security depository via the authorised data-exchange platform.
- ii. CP transactions are to be submitted to the central security depository not later than 2:00 pm of Day T, and the Authorised Participant is required to state the particular account number where the CP(s) should be traded from or deposited into.
- iii. Flexible settlement cycle applies (T + 2, T + 1, T + 0).

Reporting

- i. The central security depository shall effect the transfer of CPs on the settlement date as advised by the buyer and seller (the "Transaction Parties") and also keep records of consideration for each transaction.
- ii. The central security depository will advise the Dealers of their position, successful and failed transactions on each settlement day.
- iii. The Authorised Participant and Note holders can ascertain their CP balances after each day's trade via the central security depository website.

Transfer of Notes

Title to beneficial interest in the Notes will pass on transfer thereof by electronic book entry in the securities accounts maintained by the central security depository and may be transferred only in accordance with the rules and operating procedures of the Central Security Depository.

Cash Settlement

The Transaction Parties will be responsible for effecting the payment transfers either via Real Time Gross Settlement ("RTGS"), NIBSS Electronic Funds Transfer ("NEFT") or any other transfer mode agreed by the Transaction Parties and recognised by the CBN.



CARDINAL TORCH COMPANY LIMITED

(RC: 1664413)

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

**ISSUE OF UP TO ₦[•] COMMERCIAL PAPER NOTES
UNDER ITS ₦30,000,000,000
COMMERCIAL PAPER ISSUANCE PROGRAMME**

This Pricing Supplement must be read in conjunction with the Programme Memorandum, dated [•] 2026, prepared by FSDH Capital Limited on behalf of Cardinal Torch Company Limited in connection with its ₦30,000,000,000 Commercial Paper Issuance Programme, as amended and/or supplemented from time to time (the “Programme Memorandum”).

Any capitalised terms not defined in this Pricing Supplement shall have the meanings ascribed to them in the Programme Memorandum.

This document constitutes the Pricing Supplement relating to the issue of Commercial Paper Notes (“CP Notes” or “the Notes”) described herein. The Notes described herein are issued on and subject to the Terms and Conditions as amended and/or supplemented by the Terms and Conditions contained in this Pricing Supplement. To the extent that there is any conflict or inconsistency between the contents of this Pricing Supplement and the Programme Memorandum, the provisions of this Pricing Supplement shall prevail.

This document has been prepared in accordance with the Central Bank of Nigeria (“CBN”) Guidelines on the Issuance and Treatment of Bankers Acceptances and Commercial Paper, issued on September 11, 2019, the CBN letter to all deposit money banks and discount houses dated July 12, 2016 on Mandatory Registration and Quotation of Commercial Papers (together the “CBN Guidelines”) and the Commercial Paper Registration and Quotation Rules (the “Rules”) of the Securities and Exchange Commission in force from time to time.

The document is not required to be registered with the Nigerian Exchange Limited (“NGX”). This document is important and should be read carefully. If any recipient is in any doubt about its contents or the actions to be taken, such recipient should consult his/her banker, stockbroker, accountant, solicitor or any other professional adviser for guidance immediately.

LEAD ARRANGER

FSDH CAPITAL LIMITED



CAPITAL LTD RC 276208

JOINT ARRANGERS



COMERCIO PARTNERS

RC: 1376952



LEAD CAPITAL LIMITED

RC: 116443



UNITED CAPITAL PLC

RC: 444999

COLLECTING AND PAYING AGENT



MERCHANT BANK LTD RC 199528

FSDH MERCHANT BANK LIMITED

THIS PROGRAMME MEMORANDUM IS DATED [•] [•], 2026

| | |
|------------------------------------|---|
| Issuer | Cardinal Torch Company Limited |
| Lead Arranger and Dealer | FSDH Capital Limited |
| Joint Arranger/Dealer | [•] |
| Collecting and Paying Agent | FSDH Merchant Bank Limited |
| Auditors | [•] |
| Custodian | [•] |
| Series Number | [•] |
| Programme Size | ₦30,000,000,000 |
| Aggregate Nominal Amount | ₦[•] |
| a. Series | [•] |
| b. Tranche | [•] |
| Face Value | ₦[•] |
| Discounted Value | [•] |
| Nominal Amount Per Note | [•] |
| Issue Price | [•] |
| Tenor | [•] |
| Maturity Date | [•] |
| Final Redemption Amount | [•] |
| Minimum Subscription | ₦5,000,000 and multiples of ₦1,000 thereafter |
| Specified Currency | Nigerian Naira (₦) |
| Status Of Notes | Each Note constitutes a senior unsecured obligation of the Issuer and, save for certain debts mandatorily preferred by law, the Notes rank pari passu among themselves, and save for certain debts mandatorily preferred by law, with other present and future senior unsecured obligations of the Issuer outstanding from time to time |
| Form of Notes | Uncertificated |

| | |
|--|--|
| Listing | Notes may be quoted on the FMDQ Securities or NGX platform or any other recognised Exchange |
| Taxation | Please refer to the 'Tax Considerations' section in the Programme Memorandum |
| Method of Offer | Fixed Price Offer |
| Book Closed Period | The Register will be closed from [●] to [●] until the Maturity Date |
| Implied Yield | [●]% |
| Discount Rate | [●]% |
| Any Other Formula or basis for Determining Amount Payable | [●] |
| Day Count Fraction | Actual/Actual (actual number of days in a month and actual number of days in a year) |
| Business Day Convention | Any day except Saturdays, Sundays, and public holidays declared by the Federal Government of Nigeria on which banks are open for business in Nigeria |
| Redemption/Payment Basis | Redemption at par |
| Issuer's Early Redemption | Not Applicable |
| Issuer's Optional Redemption | Not Applicable |
| Other Terms Applicable On Redemption | [●] |
| Offer Opens | [●] |
| Offer Closes | [●] |
| Issue Date | [●] |
| Allotment Date | [●] |
| Notification Of Allotment | All applicants will be notified through email and/or telephone of their allotment by no later than [●] |
| Payment Date | [●] |
| Details Of Bank Account(s) To Which Payments Are To Be Made In Respect Of The Notes | Bank: Account Name: Account Number: Sort Code: [●] |

**Settlement Procedures and
Settlement Instructions**

Purchases will be settled via direct debit, electronic funds transfer (NIBBS, NEFT, RTGS, etc.)

Issuer Rating

DataPro Rating (Long-term BBB+ and Short-term A2) by Datapro rating, and Agosto & Co Limited Rating (Long-term BBB- and Short-term A3)

Delivery Date

[•]

MATERIAL ADVERSE CHANGE STATEMENT

Except as disclosed in this document, there has been no material adverse change in the financial position or prospects of the Issuer since the [insert date of last published audited accounts] audited accounts.

Responsibility

The Issuer and its Executive Management accept responsibility for the information contained in this pricing supplement, which, when read together with the Programme Memorandum, contains all information that is material in the context of the issue of the Notes.

Signed at Cardinal Torch Company Limited, 19b Sinari Daranijo Street, Victoria Island, Lagos,

on this _____ day of _____, 2026.

For and on behalf of Cardinal Torch Company Limited

Name:
Capacity: Director
Who warrants his/her authority hereto

Name:
Capacity:
Who warrants his/her authority hereto



CARDINAL TORCH
COMPANY LIMITED

RC1664413

6th May, 2026

The Chief Executive Officer
FSDH Capital Limited
UAC House (4th Floor)
1/5 Odunlami Street
Lagos Island, Lagos

Dear Sir,

**CARDINAL TORCH COMPANY LIMITED'S COMMERCIAL PAPER PROGRAMME —
CONFIRMATION OF GOING CONCERN STATUS OF CARDINAL TORCH COMPANY
LIMITED**

The Directors of Cardinal Torch Company Limited are required to prepare financial statements at the end of each financial period, which give a true and fair view of the state of affairs, and of the profit or loss of the Bank for the relevant accounting period. The Directors are also responsible for ensuring that proper accounting records are maintained, and reasonable steps are taken to prevent and detect fraud and other irregularities. The Directors are also responsible for selecting suitable accounting policies and applying them on a consistent basis, making judgments and estimates that are prudent and reasonable.

We hereby confirm that applicable accounting standards have been followed and the Bank's financial statements for the years ended December 31 (2021-2025), were prepared in compliance with the International Financial Reporting Standards.

The Directors of Cardinal Torch Company Limited, having made appropriate enquiries, reviewing budgets and other relevant information, consider that adequate resources will exist for the business to continue in operational existence for the foreseeable future and that therefore, it is appropriate to adopt the going concern basis preparing the financial statements.

This letter has been prepared and issued only for the purpose of complying with the rules and regulations of the Securities and Exchange Commission with respect to the Programme.

Thank you.

Yours faithfully

For: **Cardinal Torch Company Limited**

David Olurin
MD/CEO

Abimbola Olurin
DIRECTOR

Mailing Address:
Nigeria: 19b, Sinari Daranijo
Street, Victoria Island, Lagos.

Phone:
Nigeria: +234 904 024 4449

Email:
info@cardinaltorch.com
Website: www.cardinaltorch.com



HEDGESTONE PROFESSIONAL SERVICES

323B, IKORODU CRESCENT, DOLPHIN ESTATE, IKOYI LAGOS

TELEPHONE: 07067315577, 4604869

WEBSITE: www.hedgestoneng.com E-MAIL: info@hedgestoneng.com

19th May 2026

The Board of Directors
Cardinal Torch Company Limited
19B, Sinari Daranijo Street,
Victoria Island, Lagos.

Dear Sir,

GOING CONCERN CONFIRMATION LETTER

We refer to the Audited Financial Statements of Cardinal Torch Company Limited (“the Company”) for the year ended 31 December 2025, which we audited and on which we expressed an unmodified audit opinion.

Based on our audit procedures performed in accordance with International Standards on Auditing (ISA), and from the information and explanations provided to us by Management during the course of our audit, nothing has come to our attention that causes us to believe that the Company will not continue as a going concern for the foreseeable future.

In arriving at this conclusion, consideration was given to, among other matters:

- The Company’s positive operating performance and profitability position for the financial year ended 31 December 2025;
- Revenue growth from ₦5.30 billion in 2024 to ₦13.93 billion in 2025 and Profit After Tax of ₦1.08 billion for the year ended 31 December 2025;
- The Company’s positive shareholders’ funds of ₦2.75 billion as at 31 December 2025;
- The Company’s growing asset base, inventory position, and ongoing export operations within the agricultural commodities value chain;
- Management’s assessment and representation that the Company has adequate resources to continue operations and meet its obligations as they fall due.

Accordingly, the financial statements of the Company for the year ended 31 December 2025 were prepared on the going concern basis of accounting.

This letter is issued at the request of the Company in connection with its proposed capital raising exercise and should not be used for any other purpose without our prior written consent.

Yours faithfully,

Adedamola Adebayo ACCA

Partner

For: Hedgestone Professional Services

HISTORICAL FINANCIAL INFORMATION

Income Statement

| | 2022 ₺ | 2023 ₺ | 2024 ₺ | 2025 ₺ |
|-------------------------------|--------------------|--------------------|----------------------|----------------------|
| Revenue | 1,501,854,920 | 4,612,089,335 | 5,304,285,909 | 13,931,259,394 |
| Cost of Sales | (1,219,946,279) | (3,950,492,012) | (4,263,176,743) | (12,300,620,843) |
| Gross Profit | 281,908,641 | 661,597,323 | 1,041,109,166 | 1,630,638,551 |
| Administrative Expenses | (35,934,903) | (156,122,611) | (201,796,336) | (295,122,515) |
| Operating Profit | 245,973,738 | 505,474,712 | 839,312,830 | 1,335,516,036 |
| Finance Cost | (2,897,124) | (25,518,510) | (142,081,792) | (254,425,663) |
| Profit before Taxation | 243,076,614 | 479,956,202 | 697,231,038 | 1,081,090,373 |
| Provision for Taxation | 0 | 0 | 0 | 0 |
| Profit after Taxation | 243,076,614 | 479,956,202 | 697,231,038 | 1,081,090,373 |

Statement of Financial Position

| | 2022 ₺ | 2023 ₺ | 2024 ₺ | 2025 ₺ |
|-------------------------------------|--------------------|----------------------|----------------------|----------------------|
| Non-Current Assets | | | | |
| Property, Plant and Equipment | 583,567,300 | 581,345,874 | 580,135,588 | 715,909,605 |
| Capital Work In Progress (CWIP) | | | | |
| | 583,567,300 | 581,345,874 | 580,135,588 | 715,909,605 |
| Current Assets | | | | |
| Inventory | 203,652,219 | 294,649,637 | 1,359,239,277 | 4,109,834,250 |
| Receivables & Prepayment | 141,205,222 | 244,710,866 | 178,660,300 | 223,722,360 |
| Bank Balances | 35,207,388 | 11,896,860 | 16,962,744 | 668,569,420 |
| Total Current Assets | 380,064,829 | 551,257,363 | 1,554,862,321 | 5,002,126,030 |
| | | | | |
| Total Asset | 963,632,129 | 1,132,603,237 | 2,134,997,909 | 5,718,035,635 |
| Equity | | | | |
| Share Capital | 150,000,000 | 150,000,000 | 150,000,000 | 150,000,000 |
| Reserves | 345,378,475 | 825,334,677 | 1,522,565,715 | 2,603,656,088 |
| Total Equity | 495,378,475 | 975,334,677 | 1,672,565,715 | 2,753,656,088 |
| Current Liabilities | | | | |
| Short Term Borrowings | 450,000,000 | 150,000,000 | 450,000,000 | 2,945,550,000 |
| Payables and Accruals | 18,253,654 | 7,268,560 | 12,432,194 | 18,829,547 |
| Taxation | 0 | 0 | 0 | 0 |
| | 468,253,654 | 157,268,560 | 462,432,194 | 2,964,379,547 |
| | | | | |
| Total Equity and Liabilities | 963,632,129 | 1,132,603,237 | 2,134,997,909 | 5,718,035,635 |

Statement of Cashflow

| | 2022 ₺ | 2023 ₺ | 2024 ₺ | 2025 ₺ |
|---|----------------------|----------------------|----------------------|------------------------|
| Cash flow from operating activities | | | | |
| Profit before taxation | 243,076,613 | 479,956,202 | 697,231,038 | 1,081,090,373 |
| Depreciation | 6,823,900 | 7,335,286 | 7,460,286 | 18,216,775 |
| Operating Profit /Loss before working capital changes: | 249,900,513 | 487,291,488 | 704,691,324 | 1,099,307,148 |
| Increase in inventory | (189,803,125) | (90,997,418) | (1,064,589,640) | (2,729,606,467) |
| Increase in receivables & prepayment | (116,804,191) | (103,505,644) | 66,050,566 | (66,050,566) |
| (Decrease)/Increase in payables and accrued expenses | 6,211,945 | (10,985,094) | 5,163,634 | 6,397,353 |
| Net cash from operating activities | (50,494,858) | 281,803,332 | (288,684,116) | (1,689,952,532) |
| | | | | |
| Cash flow from investing activities: | | | | |
| Purchase of Fixed Assets | (365,000,000) | (5,113,860) | (6,250,000) | (153,990,792) |
| Net cash flow from investing activities | (365,000,000) | (5,113,860) | (6,250,000) | (153,990,792) |
| | | | | |
| Net cash inflow before financing | (415,494,858) | 276,689,472 | (294,934,116) | (1,843,943,324) |
| | | | | |
| Cash from financing activities: | | | | |
| Short term borrowings | 450,000,000 | (300,000,000) | 300,000,000 | 2,495,550,000 |
| Net cash flow from financing activities | 450,000,000 | (300,000,000) | 300,000,000 | 2,495,550,000 |
| | | | | |
| Net (decrease)/increase in cash and equivalent | 34,505,143 | (23,310,528) | 5,065,884 | 651,606,676 |
| Bank balances at the beginning | 701,245 | 35,207,388 | 11,896,860 | 16,962,744 |
| Bank balances at the end | 35,206,388 | 11,896,860 | 16,962,744 | 668,569,420 |



CARDINAL TORCH
COMPANY LIMITED

RC1664413

**THE FEDERAL REPUBLIC OF NIGERIA
COMPANIES AND ALLIED MATTERS ACT, 2020
PRIVATE COMPANY LIMITED BY SHARES**

**BOARD RESOLUTION OF DIRECTORS AUTHORISING APPROVAL OF
COMMERCIAL PAPER PROGRAMME REGISTRATION AND SERIES
ISSUANCES**

At a meeting of the board of directors of Cardinal Torch Company Limited, held at its registered office 19B, Sinari Daranijo Street, Victoria Island, Lagos on 5th May, 2026, the following resolution was duly passed in accordance with the Company's Memorandum and Articles of Association:


WHEREAS the Company has deemed it necessary to source for capital via the registration and issuance of Commercial Papers (CP) to meet its short-term funding requirement.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Company is hereby authorised to establish a ₦ 30,000,000,000 [Thirty Billion Naira] commercial paper programme by way of book building process or any other method, in such tranches, series, or proportions and at such dates, within such maturity periods and upon such terms and conditions as may be determined by the directors subject to obtaining all requisite approvals from applicable regulatory authorities;
2. That the Board of Directors authorize Mr. David Olurin (the Managing Director/ Chief Executive Officer) and Executive Management of the Company to negotiate and finalise the terms and conditions of the CP issuances with the appointed Arrangers, Dealers, and other parties.
3. That the Board of Directors authorise Mr. David Olurin (the Managing Director/ Chief Executive Officer) and Executive Management of the Company to deliver all documents, agreements and instruments necessary to give effect to the issuance of the CP.

Ratification of Actions: The Board hereby ratifies and confirms all actions taken by Mr. David Olurin (the Managing Director/ Chief Executive Officer) and Executive Management of the Company in connection with the Commercial Paper issuance.

Dated this 5th day of May 2026.



DAVID OLADUNJOYE OLURIN
MANAGING DIRECTOR/CEO



ADA AHUBELEM
COMPANY SECRETARY

CARDINAL TORCH COMPANY LIMITED

Long-Term Rating:

BBB⁺

Short Term Rating: A2
 Previous Rating: BBB
 Rating Outlook: Stable
 Trend: UP
 Currency: Naira
 Date Issued: 24 April, 2026
 Valid Till: 23 April, 2027

Reference:

Abiodun Adeseyoju, FCA.
 Abimbola Adeseyoju
 Oladele Adeoye

This report is provided by DataPro subject to the Terms & Condition stipulated in our Terms of Engagement

EXECUTIVE SUMMARY

| | 2025 ₦'000 | 2024 ₦'000 | 2023 ₦'000 | 2022 ₦'000 | 2021 ₦'000 |
|---------------------|---------------|---------------|---------------|---------------|---------------|
| Turnover | 13,931,259 | 5,304,286 | 4,612,089 | 1,501,855 | 129,705 |
| Pre-Tax-Profit | 1,081,090 | 697,231 | 479,956 | 243,077 | 60,355 |
| Shareholders' Funds | 2,753,656 | 1,672,566 | 975,335 | 495,378 | 252,302 |
| Non-Current Assets | 715,910 | 580,136 | 581,346 | 583,567 | 225,392 |
| Total Assets | 5,718,036 | 2,134,998 | 1,132,603 | 963,632 | 264,344 |
| Current Liabilities | 2,964,300 | 462,452 | 157,269 | 468,254 | 12,042 |

Rating Explanation

The Short-Term Rating of A2 indicates *Fair Credit Quality* and adequate capacity for timely payment of financial commitments.

The Long-Term Rating of *BBB⁺* indicates *Slight Risk*. It shows Fair Financial Strength, Operating Performance and Business Profile when compared to the standard established by *DataPro*. This Company, in our opinion, has the ability to meet its ongoing obligations, but its financial strength is vulnerable to adverse changes in economic conditions.

RATING SYNOPSIS

The Rating took into consideration all relevant qualitative and quantitative factors to arrive at the assigned risk indicator.

The qualitative information used were based on industry and market intelligence including public information. The quantitative information were obtained from the Company's Audited and Management Accounts.

The risk factors were assessed using the Company's Capitalization, Earnings Profile, Liquidity, Corporate Governance, Regulatory Compliance and Sustainability of its current healthy profile in the medium to long term period.

Overall, the following were observed:

Positive Rating Factors:

- Good Profitability
- Good Capitalization
- Good Liquidity

Negative Rating Factors:

- Macroeconomic Constraints
- Concentration Risk

This report does not represent an offer to trade in securities. It is a reference source and not a substitute for your own judgment. As far as we are aware, this report is based on reliable data and information, but we have not verified this or obtained an independent verification to this effect. We provide no guarantee with respect to accuracy or completeness of the data relied upon, and therefore the conclusions derived from the data. This report has been prepared at the request of, and for the purpose of, our client only and neither we nor any of our employees accept any responsibility on any ground whatsoever, including liability in negligence, to any other person. Finally, DataPro and its employees accept no liability whatsoever for any direct or consequential loss of any kind arising from the use of this document in any way whatsoever.

Cardinal Torch Company Limited

Long-Term Rating: *A company with satisfactory financial condition and adequate capacity to meet its obligations as and when they fall due relative to all other issuers in the same country.*

Bbb-

Short-Term Rating:

A3

Outlook: Stable

Issue Date: 2 June 2026

Expiry Date: 30 June 2027

Previous Rating: N/A

Industry: Agro-Processing

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| Financial Condition | 8 |
| Outlook | 13 |
| Financial Summary | 15 |
| Rating Definition | 17 |

Analysts:

Stephen Alabi
 stephenalabi@agusto.com

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 christianobiezu@agusto.com

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www.agusto.com

RATING RATIONALE

Agusto & Co. hereby assigns "Bbb-" (long-term) and "A3" (short-term) ratings to Cardinal Torch Company Limited ("Cardinal Torch", "CTCL" or "the Company"). The ratings reflect CTCL's expanding operations in Nigeria's agricultural commodity trading value chain, particularly in cocoa bean exports. This growth is supported by a disciplined pricing framework and well-established supplier and buyer networks, which have consistently underpinned healthy earnings performance. The ratings also take into account the Company's adequate liquidity profile, characterized by a relatively efficient cash conversion cycle, and prudent use of structured trade finance facilities to manage its working capital-intensive operations. In addition, the Company's strategic expansion into higher-margin value-added segments, specifically raw cashew nut (RCN) and soybean processing, offers the prospect of enhanced earnings diversification and improved profitability. However, the ratings are moderated by CTCL's recurring short-term working capital deficits, high dependence on short-term borrowings, exposure to commodity price volatility and the potential leverage pressure associated with planned debt-funded expansion projects.

Cardinal Torch Company Limited is an agricultural commodity trading and agro-processing company established in 2020, with operations spanning sourcing, aggregation and warehousing. The Company's core business is currently anchored on the export of cleaned and dried cocoa beans, leveraging its strategically located warehouse facilities in Lagos, Cross River and Taraba States, as well as extensive supplier networks across Nigeria. Cardinal Torch primarily supplies international commodity buyers and trading houses under business-to-business contractual arrangements, with sales largely denominated in United States Dollars (USD) and executed on structured export terms. The Company is expanding into value-added activities through soybean and ready-to-eat cashew nut processing, which is currently undertaken through a contract manufacturing arrangement with a third-party firm while construction of its in-house processing facility progresses.

In the financial year ended 31 December 2025 (FYE 2025), Cardinal Torch's revenue grew by 162.6% to ₦13.9 billion, driven by a significant increase in cocoa bean export volumes to 1,468.4 metric tonnes (MT) from 712.7 MT in 2024, alongside a rise in average cocoa prices to ₦9.5 million per MT from ₦7.4 million per MT in the prior year. However, cost of sales to revenue increased to 88.3% (2024: 80.4%) due to higher cocoa procurement costs, resulting in a lower gross profit margin of 11.7% (2024: 19.6%). Although its operating expense to revenue ratio improved to 2.4% in FYE 2025 (2024: 4.4%) on the back of scale efficiencies, the Company's operating profit margin still fell to 9.3% in FYE 2025 (2024: 15.3%) to underscore the input cost pressure from higher cocoa prices.

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19th June 2026

FSDH Capital Limited
4th Floor
UAC House
1/5, Odunlami Street
Lagos

For and on behalf of the IPAs

Dear Sirs,

RE: ESTABLISHMENT OF A ₦30,000,000,000.00 (THIRTY BILLION NAIRA) COMMERCIAL PAPER ISSUANCE PROGRAMME BY CARDINAL TORCH COMPANY LIMITED

We have been appointed as legal counsel in connection with the establishment of the ₦30,000,000,000 (thirty billion Naira) Commercial Paper Issuance Programme (the "**Programme**") by Cardinal Torch Company Limited (the "**Issuer**").

The Programme is for the issuance of discounted and/or zero-coupon commercial paper notes with a minimum tenor of 30 days and a maximum tenor of 364 days (the "**Notes**") in series and/or tranches and in an aggregate amount of up to ₦30,000,000,000 (thirty billion Naira) (across all tenors), being the maximum size of the Programme.

This opinion is issued pursuant to the draft Issuing and Placing Agency Agreement to be entered into between the Issuer and the Issuing and Placing Agent.

1. DEFINITIONS

- 1.1. Words and expressions used in this opinion ("Opinion") and not otherwise defined herein shall have the same meanings attributed to those terms in the Issuing and Placing Agency Agreement.

The following terms, where used in this Opinion, shall have the meaning set out beside them below:

“Authorised Dealer” means a Nigerian bank licensed by the CBN to deal in foreign exchange;

“BFA” means the Business Facilitation (Miscellaneous Provisions) Act 2022;

“Board” means the Board of Directors of the Issuer;

“CAC” means the Corporate Affairs Commission - Nigeria’s companies’ registry;

“CAMA” means the Companies and Allied Matters Act, No.3, 2020 (as amended by the BFA);

“CBN” means the Central Bank of Nigeria;

“CBN Guidelines” means:

- (a) the Guidelines on the Issuance and Treatment of Bankers Acceptances and Commercial Papers issued by the CBN on 11th September 2019: and
- (b) the Letter from the CBN to all Deposit Money Banks and Discount Houses dated 12th July 2016 with respect to the Mandatory Registration and Listing of Commercial Paper;

“CCI” means a Certificate of Capital Importation issued by an Authorised Dealer in electronic form;

“Collecting and Paying Agency Agreement” means the draft Collecting and Paying Agency Agreement to be entered into between the Issuer and FSDH Merchant Bank Limited;

“Commissioner” means the Commissioner for Stamp Duties of the NRS;

“Court” means the Federal High Court;

“CP Rules” means Rule on Issuance of Commercial Papers issued by the SEC in December 2024, as may be amended or supplemented by the SEC from time to time;

“FEMM Act” means the Foreign Exchange (Monitoring and Miscellaneous Provisions) Act Chapter F34 LFN 2004 (as amended by the BFA);

"FMDQ Exchange" means FMDQ Securities Exchange Limited, a securities exchange and self-regulatory organisation licensed by the SEC to provide a platform for, inter alia, the listing, quotation, registration and trading of securities;

"FMDQ Exchange Rules" means the Commercial Paper Registration and Quotation Rules issued by FMDQ Exchange in October 2023 (as may be amended from time to time) or such other regulations with respect to the quotation of commercial paper as may be prescribed by FMDQ Exchange from time to time;

"High Net-Worth Individual" or **"HNI"** has the meaning set out in Rule 321 of the SEC Rules and Regulations, 2013 (as amended);

"Investor" means Qualified Institutional Investors, High Net-worth Individuals and Retail Investors;

"Issuing and Placing Agents" or "IPAs" means FSDH Capital Limited, Lead Capital Limited, Comercio Partners Limited, United Capital PLC, and any other additional IPAs appointed pursuant to the Issuing and Placing Agency Agreement from time to time, which appointment may be for a specific issue or on an ongoing basis, subject to the Issuer's right to terminate the appointment of an IPA pursuant to the Issuing and Placing Agency Agreement;

"Issuing and Placing Agency Agreement" means the draft issuing and placing agency agreement to be entered into between the Issuer and the IPAs;

"ISA" means the Investments and Securities Act 2025;

"LFN 2004" means the Laws of the Federation of Nigeria, 2004;

"N" means the Naira, the official currency of Nigeria;

"Nigeria" means the Federal Republic of Nigeria;

"NRS" means the Nigeria Revenue Service or any successor agency or authority performing its function in Nigeria;

"NTA" means the Nigeria Tax Act 2025;

"Opinion Documents" means the documents listed in paragraphs (a) to (i) of paragraph 3.1 below;

“Qualified Institutional Investor” or “QII” means investors which include banks, fund managers, pension fund administrators, insurance companies, investment/unit trusts, multilateral and bilateral institutions, registered private equity funds, registered hedge funds, market makers, staff schemes, trustees/custodians, stockbroking firms and any other category of investors as may be determined by the SEC from time to time;

“Retail Investor” means an individual investor not otherwise classified as an HNI or QII, who is permitted under the SEC CP Rules to invest in the CP;

“SEC” means the Securities and Exchange Commission; and

“Transaction Documents” means the documents listed in paragraphs (e) to (i) of paragraph 3.1 below.

2. SCOPE OF OPINION

- 2.1. This Opinion is limited to Nigerian law applicable in Nigeria as at the date of this Opinion and is provided on the basis that the Opinion will itself be governed by, and construed in accordance with, Nigerian law. We express no opinion on any laws, procedures, matters, or other circumstances relating to jurisdictions other than Nigeria. This Opinion is given on the best of our knowledge and is given as at the date of this Opinion based on the information and documents set out in paragraph 3 below.
- 2.2. Except for the searches: (a) on the corporate records of the Issuer at the CAC on 19th June 2026; and (b) at the Lagos Division of the Court in Ikoyi on 10th June 2026 with respect to whether any insolvency processes, proceedings, petitions or resolutions have been filed against the Issuer, we have not carried out any investigation or verification of the facts, or the reasonableness of any assumption or statement of opinion (including as to the solvency of any other person expressed to be a party to the Transaction Documents or any other person), contained in the Transaction Documents or in determining whether any material fact has been omitted therefrom.
- 2.3. In providing this Opinion, we assume no obligation to update or supplement the Opinion to reflect any facts or circumstances which may come to our attention after the date of this Opinion or changes in law and regulations which may occur or take effect after the date of this Opinion.
- 2.4. We have made no searches or enquiries concerning any person at the Court or at the CAC (other than the Issuer) or on any corporate records of

a person (other than that of the Issuer), nor have we examined any other documents other than the Opinion Documents.

3. DOCUMENTS EXAMINED

3.1. In arriving at the opinions expressed below, we have reviewed and relied on the following documents:

- (a) a copy of the memorandum and articles of association of the Issuer certified by the CAC on 3rd March 2020;
- (b) a copy of the Certificate of Incorporation of the Issuer dated 3rd March 2020;
- (c) a copy of the Issuer's most recent Status Report certified by the CAC dated 3rd April 2026;
- (d) the resolution of the Board, which was passed at a meeting of the Board held on 5th May 2026, by which the Board approved the establishment of the Programme and the issuance and offering of the Notes;
- (e) the draft Issuing and Placing Agreement;
- (f) the draft Collecting and Paying Agency Agreement;
- (g) the draft Programme Memorandum;
- (h) the pro-forma final terms; and
- (i) the draft Deed of Covenant.

3.2. We have also reviewed and relied on such laws, rules, and regulations as we have deemed necessary as a basis for the opinions expressed herein.

4. ASSUMPTIONS

In rendering the opinion below, we have assumed that:

- (a) in our examination of the Opinion Documents, the documents submitted to us as originals are authentic, that all signatures are genuine and that all documents submitted to us as copies are complete, correct and conform to the originals;
- (b) there are no contractual or similar restrictions binding on the Issuer which would affect the conclusions arrived at in this Opinion or affect

the Issuer's ability to establish the Programme and to issue the Notes;

- (c) there are no contractual or similar restrictions contained in any agreement or arrangement (other than those in the Transaction Documents) that are binding on any party to such Transaction Document, which would affect the opinions expressed herein;
- (d) all resolutions provided have been validly passed in accordance with the requirements of the law and the memorandum and articles of association of the Issuer, are in full force and effect, and have not been amended, modified, or superseded as of the date of this Opinion;
- (e) no party has entered into any of the Transaction Documents in consequence of bad faith, fraud, coercion, duress, misrepresentation or undue influence or on the basis of a mistake of fact or law or believing it to be fundamentally different in substance or in kind from what it is;
- (f) all approvals, consents, and authorisations provided to us are genuine and authentic;
- (g) all statements as to matters of fact contained in the Transaction Documents are correct and not misleading other than to the extent that such statements relate to matters that we have specifically opined on in this Opinion, and that all representations of facts expressed in or implied by the documents that we have examined are accurate;
- (h) no Notes will be issued with a tenor of more than 364 days or on the basis that the Notes may be rolled over after 364 days;
- (i) the Issuer has been rated in the manner required by, and in compliance with, the SEC CP Rules, the CBN Guidelines and the FMDQ Exchange Rules;
- (j) the documents in the file of the Issuer held at the CAC are the most recent and up-to-date records of the Issuer;
- (k) no steps have been taken for the administration, bankruptcy, liquidation, dissolution or similar procedure of or in respect of the Issuer, and the Issuer is not insolvent within the meaning of the CAMA, after the dates of the searches referred to in paragraph 5.10(a) below;

- (l) the copies of the Issuer's corporate documents which we have relied on are in full force and effect and have not been amended, modified, or superseded as at the date of this Opinion;
- (m) the proceeds realised from the issuance of the Notes under the Programme will not cause any borrowing or similar limit binding on the Issuer from time to time to be exceeded or breached; and
- (n) there are no facts not disclosed to us by the Issuer which would affect the conclusions that we have arrived at in this Opinion.

5. OPINION

5.1. Based on our review of the Opinion Documents and the foregoing assumptions, and subject to the further qualifications set forth in paragraph 6 below, it is our opinion that:

- (a) Subject to the qualification in paragraph 6.3 below, the Issuer is a private limited liability company, duly incorporated and validly existing under the laws of Nigeria with corporate authority, perpetual succession, capacity to own movable and immovable properties and the ability to sue and be sued in its corporate name.
- (b) The Issuer is not prohibited by its articles of association to issue the Notes and perform its obligations under the Transaction Documents.

5.2. Due Authorisation

- (a) The Transaction Documents and the performance of the Issuer's obligations thereunder, and the issue of the Notes, have been duly authorised by the Board, and the Transaction Documents have been duly executed and delivered, in each case, by the Issuer.
- (b) The Transaction Documents constitute, and the Notes (when issued) will constitute, legal, valid, and binding obligations of the Issuer and are enforceable against the Issuer in accordance with their respective terms subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at law and / or in equity).

- (c) The holders of the Notes that will be issued under the Programme will each be entitled to enforce the terms of the Deed of Covenant against the Issuer.

5.3. No Conflict

The execution, delivery, and performance by the Issuer of its obligations under the Transaction Documents, and the issuance of the Notes pursuant to the Transaction Documents, will not, to the best of our knowledge, conflict with, violate, contravene, or constitute a default under:

- (a) the memorandum and articles of association of the Issuer; or
- (b) any law or regulation in force in Nigeria and applicable to the Issuer.

5.4. Filings, Registrations, or Consents

- (a) Save for the requirements to register the Programme and any subsequent issuances with the SEC, pay stamp duty on the Transaction Documents at the Stamp Duties Office of the NRS and to file the Transaction Documents with FMDQ Exchange, it is not necessary under the laws of Nigeria that any document be filed, registered, recorded or notarised before or with any court, public office or other authority in Nigeria in order to ensure the legality, validity, enforceability, and the admissibility in evidence of any of the Transaction Documents or the performance by the Issuer of its obligations under the Transaction Documents (including the issuance of the Notes).
- (b) Pursuant to the SEC CP Rules, the issuance of the Notes by the Issuer requires prior approval and registration with the SEC.
- (c) The Notes when issued will be in compliance with the requirements of the SEC CP Rules, the CBN Guidelines and in relation to the quotation of the Notes, the FMDQ Exchange Rules.

5.5. Taxation

- (a) The Issuer is incorporated in Nigeria. Under the NTA, the Issuer has an obligation to withhold tax on interest payments to residents and non-resident companies and individuals and to remit the tax withheld to the NRS except where such interest is specifically exempted from tax. The Notes issued under the Programme will be

zero-coupon/discounted notes and, as such, will be offered and sold at a discount to Face Value. However, the discount on the Notes may be taxed in accordance with applicable laws of the Federal Republic of Nigeria and the Issuer will be required by law to withhold or deduct tax on the discount amount.

- (b) Other than value added tax payable on the fees due to a selling or buying agent, the Noteholders will have no obligation under the NTA to pay value added tax on the buying or selling of the Notes, as the NTA exempts securities from the payment of value added tax.
- (c) Any sale of Notes by a Noteholder (whether resident in Nigeria or non-resident, unless an exemption applies) will give rise to a capital gains tax obligation at the rate of 30 per cent on the gain realised from a disposal of such Notes.
- (d) The NTA requires stamp duty to be paid, at the rates specified therein, on instruments executed in Nigeria "or relating, wheresoever executed, to any property situate or to any matter or thing done or to be done in Nigeria", failing which payment on such instruments shall not be admissible in evidence in any civil proceedings:
 - (i) The Transaction Documents, being instruments executed in Nigeria or that relate to a matter or thing done or to be done in Nigeria, will be subject to the payment of stamp duty at the applicable rate and to be stamped by the Commissioner. The applicable rate of stamp duty can only be confirmed following an assessment of the Transaction Documents by the Commissioner.
 - (ii) Stamp duty must be paid within 30 (thirty) days after the execution of the Transaction Documents except where they are executed outside Nigeria, in which case stamp duty must be paid within 30 (thirty) days after the date that physical or electronic copies of the documents are first brought into or received in Nigeria.
 - (iii) The Notes, when issued, will be liable to ad valorem stamp duty at the rate of ₦00.05 (five kobo) on every ₦50.00.

5.6. Foreign Currency Regulations

- (a) Under Nigerian law, residents and non-residents of Nigeria may invest in, acquire, deal in, or dispose of the Notes.
- (b) Pursuant to Section 15 of the FEMM Act, an investor is permitted to bring foreign exchange into Nigeria to invest in the Notes and such an investor is entitled to obtain a CCI from the relevant Authorised Dealer through which such foreign capital was brought into Nigeria. A CCI will only be issued by the relevant Authorised Dealer when the foreign capital has been received in Nigeria and converted into Naira.
- (c) A CCI serves as evidence that foreign currency has been inflowed into Nigeria through an Authorised Dealer and converted into Naira to invest in securities, such as the Notes. A CCI will permit a Noteholder in whose favour it is issued to have access to the Nigerian Autonomous Foreign Exchange Market to repatriate proceeds from the Notes, subject to providing appropriate documentation to the relevant Authorised Dealer. Based on the CCI, such money may be repatriated out of Nigeria without restriction and without the need to obtain any consent, approval, licence, or permission of any person or authority other than the routine approval of the Authorised Dealer through which the foreign currency will be repatriated.
- (d) Where an investor brought foreign capital into Nigeria to invest in the Notes and does not obtain a CCI, such an investor will not be permitted to access the Nigerian Autonomous Foreign Exchange Market to repatriate the proceeds from that investment.

5.7. Ranking of Claims

The obligations of the Issuer under the Transaction Documents rank at least *pari passu* with all other present unsecured and unsubordinated obligations of the Issuer subject to the effect of applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5.8. Governing Law and Dispute Resolution

- 5.8.1. The parties' choice of Nigerian law as the governing law of the Transaction Documents will be upheld and applied by the courts in Nigeria.

5.8.2. The submission to arbitration by the parties would be upheld by a Nigerian court because parties are permitted under Nigerian law to choose arbitration as a means of settling their disputes. Nigerian law also permits parties to choose the seat and governing rules of the arbitration.

5.9. Immunity and Set Off

Neither the Issuer nor any of its assets is entitled to immunity on the grounds of sovereignty or otherwise from any legal action or proceeding (which shall include, without limitation, suit, attachment prior to judgment, execution, or other enforcement).

5.10. Winding up

- (a) Subject to the qualification in paragraph 6.3 below, based on our searches at the registries (i) of the CAC on 19th June 2026; and (ii) at the Lagos Division of the Court in Ikoyi on 10th June 2026, we confirm that as at those dates, no documents had been filed at the CAC, and no proceedings or petition has been initiated at the Lagos Division of the Court, for the administration, winding up, bankruptcy, liquidation, dissolution, or similar procedure of or in respect of the Issuer.
- (b) Subject to bankruptcy and insolvency laws generally applicable to Nigerian companies, in bankruptcy or insolvency proceedings involving the Issuer, the obligations of the Issuer under the Transaction Documents will remain valid, binding, and enforceable. Upon the commencement of winding-up proceedings against the Issuer at the Court, no attachment or execution can be levied against its assets that are not subject to any security interest.
- (c) Subject to bankruptcy and insolvency laws generally applicable to the Issuer, upon the maturity of the Notes, in the event that the Issuer is unable to discharge all of its obligations to the Noteholders, the Noteholders (as creditors of the Issuer) are entitled to apply for the winding up of the Issuer on the ground of the Issuer's inability to pay its debts.
- (d) The Notes are neither secured nor guaranteed and the Issuer has created no security interests in favour of the Noteholders by the Transaction Documents. As a result, in the insolvency of the Issuer, Nigerian law would regard the Noteholders as unsecured creditors of the Issuer for all purposes.

5.11. Domicile, Residence

Under Nigerian law, an entity that is not incorporated in Nigeria will not, by reason of its purchase of the Notes, and enforcing its rights thereunder be:

- a. required to be incorporated in Nigeria or be required to comply with any requirement as to foreign registration or qualification in Nigeria;
- b. required to make any filing with any court or other agency in Nigeria prior to any enforcement of the Transaction Documents (including the Notes); or
- c. deemed to be resident, domiciled, or carrying on business in Nigeria for tax or any other purpose and the performance by any party of any of its rights, duties, obligations, or representations under the Transaction Documents (including the Notes) will not violate any existing applicable law or regulation in Nigeria

6. QUALIFICATION

6.1. Enforceable

The expression “enforceable” as used in this Opinion means that the obligations of the Issuer under the Transaction Documents are of a type which the courts in Nigeria will enforce. It does not mean that those obligations will be enforced in all circumstances in accordance with their terms. In addition, but without limitation, the power of a Nigerian court to order specific performance of an obligation, to stay proceedings or to grant injunctive relief or any equitable remedy, is discretionary and, accordingly, we express no opinion as to whether such remedies would be available in respect of any of the obligations of the Issuer and a Nigerian court may make an award of damages where specific performance of an obligation or any other equitable remedy was sought.

6.2. Searches at the Federal High Court

- 6.2.1. There is no independent registry at which to confirm whether any steps have been taken to wind up the Issuer. Under Nigerian law, the Court has exclusive jurisdiction in matters relating to the insolvency of a Nigerian company. The CAMA provides that the division of the Court within whose area of jurisdiction the registered office or head office of a company is situate shall have the jurisdiction to wind up that company. That notwithstanding, there is a possibility for an action for the winding up of the Issuer to be commenced in any of the divisions of the Court across Nigeria. Consequently, unless an exhaustive search is conducted in each division of the Court, it cannot be confirmed conclusively that no winding

up petitions have been filed against the Issuer. The information regarding the commencement of matters in the Court is kept in physical files, which are sometimes imperfectly kept.

- 6.2.2. Online searches are not available. Therefore, in order to ascertain that no such action has been instituted, it would be necessary to travel to each State and the Federal Capital Territory (many of which are between one and two hours flying distance from Lagos) to carry out a physical search of the hard copies of the Court's files in all the divisions. Accordingly, such physical searches are prone to errors and provide no guarantee that no such matters have in fact been commenced. The usual practice is to conduct a search in the division of the Court in which the company's registered office is located, and this is the approach that has been adopted with respect to the Issuer because the Issuer has its registered office in Lagos State. Being the commercial centre of the country, a search in the Lagos State division of the Court does provide some level of comfort.

7. BENEFIT OF OPINION

- 7.1. This Opinion is addressed to the IPAs and is given for the sole benefit of the IPAs for the purpose of the transactions contemplated by the Transaction Documents.
- 7.2. This Opinion is not to be relied upon by anyone else or quoted in any public document without our prior express written consent, other than those professional advisers or persons (such as auditors, legal advisers or insurers) who, in the ordinary course of their business, have access to the papers and records of the IPAs or are entitled by law to see them on the basis that such persons will make no further disclosure without our prior express written consent.
- 7.3. This Opinion may be included in the Programme Memorandum, and you may release a copy of this opinion (a) to the extent required by any applicable law or regulation; (b) to any regulatory authority having jurisdiction over you; or (c) in connection with any actual or potential dispute or claim to which you are a party relating to the issue of any Note, in each case for the purposes of information only on the strict understanding that we assume no duty or liability whatsoever to any such recipient as a result or otherwise.

Yours faithfully,



UDO UDOMA & BELO-OSAGIE

Authorisation

This CP Programme and Notes issued hereunder were approved by the resolution of the Board of Directors of Cardinal Torch dated 05 May 2026.

Auditors

Hedgestone Professional Services acted as auditors of the annual financial statements of the Issuer for the financial years ended 31 December 2021, 31 December 2022, 31 December 2023, and 31 December 2024, and 31 December 2025 and was responsible for the audit and issued unqualified reports.

Commercial Paper Outstanding

The Issuer has no commercial paper outstanding as of the date of this Programme Memorandum. Within the financial year ending 31 December 2025, the Issuer does not anticipate the amount of CPs to be issued to exceed the Programme Size.

Going Concern

The Issuer is, at the date hereof, a going concern and can be reasonably expected to meet all of its obligations as and when they fall due.

Litigation

The Issuer is not engaged (whether as defendant or otherwise) in any legal, arbitration or claim (whether civil, criminal, administrative or regulatory), the result of which might have or have had a material effect on the financial position or the operations of the Issuer, nor is the Issuer aware of any such proceedings being threatened or pending.

Material Contracts

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

- i. the Deed of Covenant dated [●] 2026, executed by the Issuer as a deed poll in favour of the Note holders;
- ii. the Issuing and Placing Agency Agreement dated [●] 2026, executed by the Issuer and Issuing and Placing Agent;
- iii. the Collecting and Paying Agency Agreement dated [●] 2026, executed by the Issuer and the Collecting and Paying Agent.

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

Ultimate Borrower

The Issuer is the borrower in respect of the Notes.

ISSUER

Cardinal Torch Company Limited

19b Sinari Daranijo Street,
Victoria Island, Lagos

LEAD ARRANGER AND DEALER

FSDH Capital Limited

4th Floor, UAC House
1/5, Odunlami Street,
Lagos, Nigeria

JOINT ARRANGERS AND DEALERS

LeadCapital Plc

Plot 281 Ajose Adeogun Street,
Victoria Island, Lagos, Nigeria

Comercio Partners Limited

1, Admiralty Way, Lekki Phase 1,
Lagos, Nigeria

United Capital Plc

3rd, 4th & 5th Floors,
Afriland Towers, 97/105 Broad Street,
Lagos

AUDITORS

Hedgestone Professional Services

323b, Ikorodu Crescent,
Dolphin Estate, Ikoyi.
Lagos, Nigeria

SOLICITORS

Udo Udoma & Belo Osagie

St Nicholas House
(10th, 12th & 13th Floors)
Catholic Mission Street, Lagos.

COLLECTING AND PAYING AGENT

FSDH Merchant Bank Limited

5th – 8th Floors, UAC House
1/5, Odunlami Street
Marina, Lagos Island
Lagos, Nigeria