

JOINT ISSUING HOUSES AGREEMENT

BETWEEN

CAPITAL BANCORP PLC

RC: 114135

AND

CAPITAL ASSETS LIMITED

RC: 286096

**Dama Afabor & Co.
Law Firm
B207 Fair Trade Business Complex,
22, Kigoma Street,
Wuse Zone 7,**

Abuja.

JOINT ISSUING HOUSES AGREEMENT

THIS AGREEMENT is made the..... day of2017

1. **CAPITAL BANCORP PLC.**, a Company incorporated and licensed to carry on business as an Issuing House under the laws of Nigeria and having its office at **3rd Floor, UNTL House**, 1, Davies Street, off Marina, Lagos.
2. **CAPITAL ASSETS LIMITED**, a Company incorporated and licensed to carry on business as an Issuing House under the laws of Nigeria and having its office at **9th Floor, Bookshop House**, 50/52 Broad Street, Lagos.

WHEREAS:

- A. **NASD PLC** (hereinafter referred to as the "Issuer") has resolved to by way of Rights to existing Shareholders 111, 051, 098 Ordinary Shares of ₦1.00 each at ₦1.75 per share on the basis of 1 (one) new ordinary share for every 3 (three) ordinary shares held as at August 1, 2016.
- B. The Issuer has appointed **CAPITAL BANCORP PLC** and **CAPITAL ASSETS LIMITED** as Joint Issuing Houses to manage on behalf of the Issuer, the Offer on the terms and conditions specified in the Offer Documents and subject to the requisite statutory and regulatory approval.
- C. That Capital Bancorp Plc shall act as the lead Issuing house
- D. In furtherance of their joint appointment and mandate, **CAPITAL BANCORP PLC** and **CAPITAL ASSETS LIMITED** have agreed to enter into this Agreement for the purpose of regulating their respective rights, duties and obligations.

- E. The Joint Issuing Houses Agreement contains terms and conditions that are in conformity with the provisions of Investments and Securities Act 2007 Rules and Regulations made thereunder.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS

For the purpose of this Agreement (including in the recitals), unless otherwise defined or construed herein or unless the context otherwise requires, terms defined in the Right Circular which are used in this Agreement shall have the same meaning provided in the Right Circular.

In this Agreement:

- a. **“All Parties Meeting”** means any meeting of all the parties to the Offer
- b. **“Acceptance Form”** means the form of application for shares in respect of the Offer.
- c. **“Appointment Letter”** means the letters appointing each of (i) CAPITAL BANCORP PLC (ii) CAPITAL ASSETS LIMITED.
- d. **“Board of Directors”** means the board of directors of NASD PLC.
- e. **“CAMA”** means Companies and Allied Matters Act Cap. 59, Laws of the Federation of Nigeria 1990
- f. **“Commission” or “SEC”** means the Securities & Exchange Commission as established by the Investments and Securities Act of 2007
- g. **“Company”** means NASD Plc

- h. **“Issuing Houses”** means CAPITAL BANCORP PLC and CAPITAL ASSETS LIMITED
- i. **“ Lead Issuing House ”** means Capital Bancorp Plc
- j. **“Offer”** means the Rights to existing shareholders Offering of 111, 051, 098 Ordinary Shares of N1.00 each at N1.75 per share on the basis of 1 (one) new ordinary share for every 3 (three) ordinary shares held as at August 1,2016
- k. **“Offer Documents”** means Rights Circular as defined in this Agreement
- l. **“Rights Circular”** means the document to be issued by the Joint Issuing Houses on behalf of the NASD inviting the shareholders to subscribe to the Shares on the terms and conditions in the Offer
- m. **“Registrars”** means the registrar of the Rights on offer
- n. **“SEC Rules”** means the Rules and Regulations of the Securities & Exchange Commission as amended from time to time
- o. **“Shares”** means the shares in the Company being offered pursuant to the Offer
- p. **“Share Certificate”** means the certificate of certificates to issued by the Registrar to the allottees of the Shares to evidence their respective holdings
- q. **“The Act”** means the Investments and Securities Act of 2007
- r. **“VAT”** means Value Added Tax pursuant to the Value Added Tax Act 1993

1. OBLIGATIONS OF CAPITAL BANCORP PLC AND CAPITAL ASSETS LIMITED

In connection with the Rights Issue, The Issuing Houses shall have the primary responsibility for:

- a) Providing strategic advice to NASD Plc aimed at facilitating a decision on the structure of the Rights Issue;
- b) Coordinating the activities of all the Professional Parties to the Rights Issue
- c) Arranging and Convening All-Parties Meetings;
- d) Preparing, circulating for review and finalizing the summary of the cost of the Rights Circular;
- e) Primarily Preparing the Rights Circular under the Offer;
- f) Reviewing and finalizing the draft Vending Agreement;
- g) Requesting for and obtaining the required notarized consent letters from all parties to the Rights Issue;
- h) Filling the formal Application with SEC for the Registration of the shares to be issued under the Rights Issue;
- i) Obtaining SEC's approval of the Rights Issue and clearance for the Completion Board meeting to be held in connection with the Offer;
- j) Preparing the Briefs and making all arrangements for the Completion Board Meeting;
- k) Filling all necessary documents that are required to be filed with SEC, after the Completion Board Meeting in respect of the Rights Issue has been held;
- l) Obtaining SEC's final approval for the Rights Issue to open;
- m) Coordinating the printing and distribution of the Offer Documents and the placement of statutory advertisements;
- n) Preparing the initial and subsequent draft of the Allotment Proposal to be filed with SEC;
- o) Obtaining SEC's approval of the Allotment Proposal;
- p) Facilitating the publication of the Allotment announcement;

- q) Preparing and forwarding the Summary Report on Offer to SEC, including, but not limited to the copy of the Allotment advert and the evidence that the net proceeds of the Offer have been disbursed to the Company;
- r) Submitting post-offer reports on utilization of the net issue proceeds to the SEC;
- s) Doing all such things as are ancillary or incidental to their obligations, duties and responsibilities as specified in this Agreement which are deemed necessary for the successful completion of the Rights Issue;
- t) The Joint Issuing Houses to act with utmost good faith, confidentiality, professional skill and diligence in due performance of their joint and several obligations under this Agreement; and
- u) That CAPITAL BANCORP PLC shall be the lead Issuing House

2. REMUNERATION

The Joint Issuing Houses have agreed not to collect any fee in respect of their obligations under this Agreement.

3. DISPUTE RESOLUTION

- a. A notification of any dispute arising out of or relating to or connected with the interpretation, or any allegation or actual breach of this Agreement shall be given to the SEC within five (5) working days of the occurrence of such dispute.
- b. The parties shall endeavour to resolve any such dispute by mutual consultation, within ten (10) working days of the occurrence of same.
- c. Where a dispute cannot be mutually resolved by the parties, any of the parties to this Agreement may refer such dispute to arbitration in accordance with the provision of the Arbitration and Conciliation Act

Cap. A18 Laws of the Federation of Nigeria 2004 or any statutory re-enactment or modification thereof.

- d. The arbitration panel shall consists of three (3) arbitrators, NASD Plc a second arbitrator appointed by the Joint Issuing Houses or such number of them involved in the dispute, and the third who shall preside over the Panel, shall be appointed by the two (2) arbitrators appointed by the Parties. Where the two (2) appointed arbitrators are unable to agree on the choice of the third arbitrator within two (2) working days of their own independent appointment, the choice of same shall be referred to the Director General of the SEC, who shall nominate the third arbitrator. The arbitral proceedings shall be held in Lagos, Nigeria, and shall be conducted in the English Language.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement in the manner hereinafter appearing, the date and year first above written.

THE COMMON SEAL OF CAPITAL BANCORP PLC is hereunto affixed in the presence of:

.....
DIRECTOR

.....
SECRETARY

THE COMMON SEAL OF CAPITAL ASSETS Ltd is hereunto affixed in the presence of:

.....
DIRECTOR

.....
SECRETARY