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**THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION**

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If you are in any doubt about the contents of this document or any action to be taken, you should consult your Banker, Solicitor, Accountant or any other independent professional adviser duly registered under the Investment and Securities Act, No. 29 of 2007 immediately.

If you have sold or otherwise transferred all your shares in Allianz Nigeria Insurance PLC, please give this document and the accompanying proxy forms to the purchaser or transferee or other agent through whom the sale or transfer was effected, for transmission to the purchaser or transferee. In the alternative, kindly return this document to the Registrar.

The receipt of this document or of any information contained in it or supplied with it or subsequently communicated to any person does not constitute investment advice to a shareholder of Allianz Nigeria Insurance PLC or to any other person by the Company or its directors and Allianz Nigeria Insurance PLC does not commit to providing shareholders with other information, updates or corrections to this document or the information contained herein.

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## **SCHEME OF ARRANGEMENT**

(Under Section 539 of the Companies and Allied Matters Act, 1990, Cap. C20, LFN 2004)

Between



**ALLIANZ NIGERIA INSURANCE PLC**  
RC 234883

and

**the holders of its Fully Paid Ordinary Shares of 50 Kobo Each**

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**Incorporating an Explanatory Statement on the Proposed Scheme of Arrangement in compliance with Section 540 of the Companies and Allied Matters Act, 1990, Cap. C20, LFN 2004**

Stanbic IBTC Capital Limited is acting as Financial Adviser to Allianz Nigeria Insurance PLC. Stanbic IBTC Capital Limited will not be responsible to any person, individual or corporate body other than Allianz Nigeria Insurance PLC in relation to the Scheme of Arrangement referred to herein.

The notice convening the Court-Ordered Meeting of Allianz Nigeria Insurance PLC is set out on pages 39 to 42 of this document. The Proxy Form is set out on page 44. To be valid, a Proxy Form must be completed, signed and stamped, together with the powers of attorney or other authority, if any, under which it is signed and in accordance with the instructions printed therein and must reach the Registrar of Allianz Nigeria Insurance PLC, Greenwich Registrars & Data Solutions Limited, 274, Murtala Muhammed Way, Yaba, Lagos, not later than 48 hours before the time fixed for the Court-Ordered Meeting.

**THE PROPOSAL, WHICH IS THE SUBJECT OF THE SCHEME OF ARRANGEMENT SET OUT IN THIS DOCUMENT, HAS BEEN CLEARED WITH THE SECURITIES AND EXCHANGE COMMISSION. THE ACTIONS THAT YOU ARE REQUIRED TO TAKE ARE SET OUT ON PAGE 15 OF THIS SCHEME DOCUMENT.**

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**Financial Adviser**



RC 1031358

**This Scheme Document is dated 04 June 2020**

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## 1. DEFINITIONS

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In this document, unless otherwise stated or clearly indicated by the context, the following capitalised terms in the first column have the meanings stated opposite them in the second column.

<b><u>Terms</u></b>	<b><u>Definitions</u></b>
<b>“Account Bank”</b>	The Nigerian commercial bank with whom the Scheme Consideration Bank Account will be held
<b>“Allianz Nigeria” or the “Company”</b>	Allianz Nigeria Insurance PLC
<b>“Allianz SE”</b>	A leading global financial services company headquartered in Germany
<b>“Board” or “Board of Directors” or “Directors”</b>	The directors of Allianz Nigeria comprising those persons whose names are set out on page 6 of the Scheme Document
<b>“Business Day”</b>	Between 8:00a.m. and 5:00p.m on a day other than a Saturday, Sunday or public holiday, on which banks are open for business in Nigeria
<b>“CAC”</b>	Corporate Affairs Commission
<b>“CAMA”</b>	Companies and Allied Matters Act, 1990, Cap. C20, Laws of the Federation of Nigeria, 2004
<b>“Core Shareholder” or “SFE”</b>	Société Foncière Européenne B.V. which owns 19,791,544,339 ordinary shares, representing 99.26% of the issued share capital of the Company
<b>“Court”</b>	Federal High Court
<b>“Court-Ordered Meeting”</b>	The meeting of the registered holders of ordinary shares of Allianz Nigeria, to be convened by an order of the Court pursuant to Section 539 of CAMA, of which notice is set out on pages 39 to 42 of this Document, including any adjournment thereof
<b>“Court Sanction”</b>	An order made by the Court pursuant to Section 539 (3) of CAMA, approving and giving effect to the Scheme
<b>“CSCS”</b>	Central Securities Clearing System PLC
<b>“CTC”</b>	Certified True Copy
<b>“Dissenting Shareholders”</b>	Qualifying Shareholders who vote against the special resolution proposed at the Court Ordered Meeting
<b>“Effective Date”</b>	The date on which a CTC of the Court Sanction is delivered to the CAC for registration pursuant to 539 (4) of CAMA
<b>“Eligible Shareholders” or “Scheme Shareholders”</b>	The Shareholders of Allianz Nigeria, other than the Core Shareholder, whose names appear on the Company’s register of members as at the close of business on the Effective Date
<b>“Eligibility Date”</b>	The last day to trade Allianz Nigeria shares in order to participate in the Scheme

## 1. DEFINITIONS

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<b>“Financial Adviser to Allianz Nigeria” or “Stanbic IBTC Capital”</b>	Stanbic IBTC Capital Limited, a subsidiary of Stanbic IBTC Holdings PLC, licensed by the SEC to, amongst others, provide financial advisory services, with registration number 1031358
<b>“NASD”</b>	NASD OTC Securities Exchange
<b>“Legal Adviser”</b>	Aluko & Oyebode
<b>“LFN”</b>	Laws of the Federation of Nigeria
<b>“Price list”</b>	The publication of NASD, published daily, detailing price movements and information on all securities quoted on NASD
<b>“Proxy Form”</b>	The proxy form for use in connection with the Court-Ordered Meeting of Allianz Nigeria which is set out on page 44 of the document
<b>“Qualification Date”</b>	17 August 2020, being the date that the Register of Members shall be closed for the purpose of determining the shareholders eligible to attend and vote at the Court-Ordered Meeting
<b>“Qualifying Shareholders”</b>	The shareholders whose names appear in the Register of Members as at the Qualification Date
<b>“Register of Members”</b>	The register of members of Allianz Nigeria as is required to be maintained pursuant to the provisions of CAMA
<b>“Registrar”</b>	Greenwich Registrars & Data Solutions Limited
<b>“Scheme” or “Scheme of Arrangement”</b>	The proposed scheme of arrangement between Allianz Nigeria and the holders of its fully paid ordinary shares of 50 kobo each pursuant to Section 539 of CAMA, which is set out on pages 21 to 25 of this document
<b>“Scheme Consideration”</b>	The total sum of ₦220,957,518.00 (Two Hundred and Twenty Million, Nine Hundred and Fifty Seven Thousand, Five Hundred and Eighteen Naira only) payable to the Scheme Shareholders as consideration for the Scheme Shares, representing ₦1.50 for every Scheme Share, which shall become due to Scheme Shareholders upon the Scheme becoming effective as consideration for each Scheme Share transferred
<b>“Scheme Consideration Account”</b>	The bank account into which SFE will pay the Scheme Consideration and from where payments will be made to Scheme Shareholders
<b>“Scheme Document” or “Document”</b>	This document dated 04 June 2020, which contains the Scheme, the Explanatory Statement, the notice of the Court-Ordered Meeting and the various appendices therein in relation of the Scheme
<b>“Scheme Shares”</b>	The 147,305,012 (One Hundred and Forty-Seven Million, Three Hundred and Five Thousand, and Twelve) fully paid Ordinary Shares that are not held by the Core Shareholder, which are to be transferred pursuant to the Scheme
<b>“SEC”</b>	Securities and Exchange Commission
<b>“Untraceable Holders”</b>	Scheme Shareholders whose whereabouts cannot be ascertained 24 months after the Effective Date

## **2. EXPECTED TIMETABLE OF PRINCIPAL EVENTS**

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<b><u>EVENT</u></b>	<b><u>DATE</u></b>
Obtain order of the Court convening the Court-Ordered Meeting	04 June 2020
Publish Notice of Court-Ordered Meeting in two national newspapers	07 August 2020
Last date for lodging Proxy Forms for the Court-Ordered Meeting	02 September 2020
Court-Ordered Meeting for the shareholders of Allianz Nigeria	04 September 2020
Obtain the SEC's formal approval of the Scheme	14 September 2020
File Court Sanction with SEC	30 September 2020
Last day to trade Allianz Nigeria' shares on NASD (Eligibility Date)	09 October 2020
Register CTC of Court Sanction with CAC (Effective Date)	14 October 2020
Publish copy of Court Sanction in two national newspapers	16 October 2020
Delist Allianz Nigeria' shares from NASD	16 October 2020

**Important notice: The dates given above are indicative only. The timetable of principal events has been prepared on the assumption that Court dates for the Scheme will be available as and when applied for; if not, then dates surrounding events in the timetable may be subject to a corresponding adjustment.**

### 3. DIRECTORS AND PARTIES TO THE SCHEME

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**Directors:**

**Fola Adeola, OFR**

Chairman  
307 Adeola Odeku Street  
Victoria Island  
Lagos

**Olasunkanmi Adekeye**

Managing Director  
307 Adeola Odeku Street  
Victoria Island  
Lagos

**Owolabi Salami**

Executive Director  
307 Adeola Odeku Street  
Victoria Island  
Lagos

**Ayodele Akande**

Non-Executive Director  
307 Adeola Odeku Street  
Victoria Island  
Lagos

**Coenraad Vrolijk**

Non-Executive Director  
307 Adeola Odeku Street  
Victoria Island  
Lagos

**Anuj Agarwal**

Non-Executive Director  
307 Adeola Odeku Street  
Victoria Island  
Lagos

**Adeolu Adewumi-Zer**

Non-Executive Director  
307 Adeola Odeku Street  
Victoria Island  
Lagos

**Dickie Agumba Ulu**

Non-Executive Director  
307 Adeola Odeku Street  
Victoria Island  
Lagos

**Company Secretary:**

**Abimbola Alabi**

307 Adeola Odeku Street  
Victoria Island  
Lagos

**Professional Parties:**

**Financial Adviser:**

**Stanbic IBTC Capital Limited**

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

**Legal Adviser:**

**Aluko & Oyebode**

1, Murtala Muhammed Drive  
Ikoyi  
Lagos

**Fairness Opinion Adviser:**

**KPMG Professional Services**

KPMG Tower  
Bishop Aboyade Cole Street  
Victoria Island  
Lagos

**Stockbroker:**

**Stanbic IBTC Stockbrokers Limited**

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

**Registrar:**

**Greenwich Registrars & Data Solutions Limited**

274 Murtala Muhammed Way  
Yaba  
Lagos

**Scrutineer:**

**PricewaterhouseCoopers**

5B Water Corporation Road  
Landmark Towers  
Victoria Island  
Lagos

## 4. LETTER FROM THE CHAIRMAN

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RC 234883

04 June 2020

**To the shareholders of Allianz Nigeria Insurance PLC**

Dear Sir / Madam

### **PROPOSED SCHEME OF ARRANGEMENT BETWEEN ALLIANZ NIGERIA INSURANCE PLC AND THE HOLDERS OF ITS FULLY PAID ORDINARY SHARES OF 50 KOBO EACH**

#### **Introduction**

The Nigerian insurance industry is currently undergoing an important evolution. In May 2019, the National Insurance Commission (“NAICOM”) issued a circular which increased the minimum paid-up capital requirements for all insurance license classes. NAICOM’s new rules have prompted players across the industry to pursue various capital raising and restructuring initiatives aimed at bridging their respective capital shortfall. According to NAICOM’s circular, Allianz Nigeria Insurance PLC (the “Company”) has a material capital shortfall of approximately ₦11.8 billion.

Industry evolution is also being driven by increased competitive pressure as a result of the entry of global insurance companies into the Nigerian marketplace. These global competitors have more than US\$200 billion of capital at their disposal which could be deployed across their subsidiaries. The combination of the above factors is expected to result in a fundamental shift in the Nigerian insurance landscape with fewer, highly capitalised companies competing fiercely for growth and market share.

Allianz Nigeria’s capital shortfall is unlikely to be bridged only by profit retention given the Company’s profitability trend. It is also unclear if all shareholders will be able to invest additional capital in the business. Few shareholders participated in Allianz Nigeria’s most recent rights issue, resulting in dilution of most shareholders’ equity stake in the Company. Additional injection of the capital required to support the business by Société Foncière Européenne B.V. (“Core Shareholder” or “SFE”), would further dilute shareholders’ equity stake in the Company.

The capital demands of the business, the need to retain any profit to boost the Company’s capital above the minimum capital requirements as well as Allianz Nigeria’s recent financial performance suggest that the Company is unlikely to be able to pay dividends in the medium term. In addition, the Company’s shares are thinly traded on the NASD, with a total of 142,600 shares traded in 2020, the last recorded trade occurred on 23 March 2020. The implication of this lack of liquidity is that shareholders wishing to exit from their equity investments in Allianz Nigeria may be unable to do so efficiently.

The combination of a high probability of significant dilution as a result of capital injections, as well as lack of liquidity opportunities for shareholders interested in divesting their shares is likely to deepen shareholders’ apathy towards the Company.

#### **Summary of the proposal**

The proposal is an offer from the Core Shareholder (“Offer”) to acquire the shares it does not currently own (“Scheme Shares”) and subsequently delist the Company from the NASD (the “Transaction”). The Transaction will be implemented through a Scheme of Arrangement (“Scheme”) under Section 539 of CAMA. The Scheme will result in the transfer of shares held by Eligible Shareholders to SFE, with each Eligible Shareholder receiving ₦1.50 kobo for every share transferred. Following the implementation of the Scheme, the Core Shareholder intends to delist the Company’s shares from the Daily Official List of NASD and convert the Company to a private company.

#### **4. LETTER FROM THE CHAIRMAN**

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The Scheme which is to be presented for your consideration and approval at the Court-Ordered Meeting has already received the Securities and Exchange Commission's ("SEC") No Objection. The terms and effects of the Scheme are explained further in an Explanatory Statement from Stanbic IBTC Capital, the Financial Adviser to Allianz Nigeria on pages 10 to 16 of this Document.

The Board of Directors of Allianz Nigeria engaged the services of Stanbic IBTC Capital and Aluko & Oyeboode to act as Financial Adviser and Legal Adviser respectively, to provide requisite advice to the Company on the structure of the Transaction and for regulatory engagements and approvals. KPMG has also been engaged as Fairness Opinion Adviser for purposes of independently determining the fairness of the Offer.

After careful consideration and advice from its advisers on the fairness of the Offer, the Board has resolved to recommend the Offer to the shareholders for consideration at a meeting to be convened by an order of the Federal High Court.

##### **Benefits of the proposed Scheme**

The Board believes that the Scheme would provide the following benefits to shareholders of the Company:

1. Immediate release of value to Allianz Nigeria shareholders given the challenge of limited liquidity in trading of the Company's shares;
2. Shareholders of the Company are able to realise their holdings in the Company at a premium; a 30% premium to the Company's 2019 rights issue price of ₦1.15; a 108% premium to the price of 72 kobo at which the Core Shareholder acquired a majority equity stake in the Company, and subsequently made a mandatory takeover offer to the shareholders of the Company in 2018; and
3. The Company can promptly and efficiently raise the capital required to meet the new minimum statutory capital requirement as stipulated by NAICOM.

##### **Recommendation**

The Board of Directors have considered the Offer and considers the terms of the Scheme to be fair and reasonable. Therefore, the Board recommends that you vote in favour of the resolutions, which are to be proposed at the Court-Ordered Meeting ("COM") scheduled to hold on 04 September 2020 at 10am.

SFE will not exercise its right to vote at the Court-Ordered Meeting in accordance with the SEC's code of corporate governance.

##### **The Court Ordered Meeting and Voting Protocols**

Due to the effects of the COVID-19 pandemic (the "Virus"), the Nigerian government has placed restrictions on mass gatherings. It has also prescribed several health and safety measures to contain the spread of the Virus. Allianz Nigeria, is fully supportive of and compliant with all applicable guidelines. To this end, I encourage you to refrain from physically attending the COM and, rather, use alternative arrangements that will be put in place, to participate and cast your votes. Your Company will stream proceedings of the COM live. By completing the Proxy Form attached to this Scheme Document and available for download on the Company's website, you can notify your proxy of your voting instructions.

The Board has appointed Mr Fola Adeola, Mr Bolaji Balogun and Mr Dickie Ulu as proxies ("Selected Proxies") for this purpose. These proxies have been selected to give sufficient alternative options to shareholders who chose to appoint proxies. I urge you to follow the procedure set out in the notice on pages 39 to 42 and the Proxy Form on page 44; complete and sign the Proxy Form and return it to our Registrar, Greenwich Registrars & Data Solutions Limited, in accordance with the instructions thereon.

If you elect to vote at the meeting, please note that voting would be through the use of a USSD code provided by our Registrar. Only shareholders whose mobile phone numbers have been provided to the Registrar would be able to vote on their behalf with the USSD code during the meeting. We have provided further guidance on how shareholders can update their mobile phone numbers on page 44 of the Scheme Document.

Selected Proxies will physically attend the COM in compliance with the Nigeria Centre for Disease Control ("NCDC") COVID-19 Guidance for Safe Mass Gatherings in Nigeria, and the restrictions on



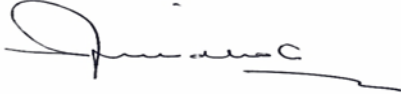
#### **4. LETTER FROM THE CHAIRMAN**

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public gatherings by the Lagos State Government and will vote on behalf of themselves and shareholders who have appointed them as proxies. Details of the link to the Court Ordered Meeting have been included in the notices issued to all shareholders.

We look forward to welcoming you or your proxy at the meeting.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Fola Adeola', with a long horizontal flourish extending to the right.

Fola Adeola, OFR  
**Chairman**

## 5. EXPLANATORY STATEMENT FROM THE FINANCIAL ADVISER

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04 June 2020

To the shareholders of Allianz Nigeria Insurance PLC

Dear Sir/Madam

### **PROPOSED SCHEME OF ARRANGEMENT BETWEEN ALLIANZ NIGERIA INSURANCE PLC AND THE HOLDERS OF ITS FULLY PAID ORDINARY SHARES OF 50 KOBO EACH**

#### **1. INTRODUCTION**

You have been informed by the letter from the Chairman of the Company, presented on pages 7 to 9 of this Scheme Document, of the considerations that informed the proposal for the buyout of the Allianz Nigeria shares not held by the Core Shareholder and proposed delisting of the Company from the NASD (the “Transaction”).

The Transaction will be implemented via a Scheme of Arrangement in accordance with Section 539 of CAMA, leading to the transfer of Scheme Shares to SFE, who will make payment of the Scheme Consideration to Scheme Shareholders. Subsequent to the implementation of the Scheme, the expectation is that Allianz Nigeria’s shares will no longer be traded on the NASD.

Your Chairman’s letter conveys the recommendation of your Board that the Company’s shareholders vote in favour of the Scheme at the Court-Ordered Meeting that will be convened to consider and if deemed fit, approve the Scheme.

Your Board has authorised us, as Financial Adviser to the Company, to write to you on their behalf, to explain the terms, provisions and effects of the Scheme, and provide you with other information which they consider relevant as presented hereunder.

#### **2. RATIONALE FOR THE PROPOSED SCHEME**

The Proposed Scheme represents an attractive opportunity to ensure that Allianz Nigeria is positioned to efficiently raise capital in the long term, while providing value and liquidity to Scheme Shareholders.

Allianz Nigeria faces an active regulatory regime and increasing competition, underscoring the need for flexibility and access to capital. NAICOM, the industry regulator has mandated an increase in the minimum paid-up capital for all insurance license classes. NAICOM’s new rules mean that Allianz Nigeria must raise at least an additional ₦11.8 billion of equity capital by September 2021 based on the NAICOM circular of June 2020.

Allianz Nigeria has several options for raising the required equity. It could increase the rate of profit retention, seek capital injection by its shareholders or seek capital injection by new investors.

The Company has made a profit after tax in only one of the last five years. Its low profitability and the immediacy of the capital need imply that the Company cannot rely on retained earnings to finance the capital shortfall. An alternative approach is to raise capital from external investors; however, this approach is not guaranteed to succeed. The insurance industry alone will be seeking to raise a significant amount of capital. Raising capital from shareholders has the highest probability of success given the commitment by the Core Shareholder to continue to invest in Allianz Nigeria, however this has proven to be dilutive for Scheme Shareholders who have been unable to participate in the Company’s recent rights issue.

In addition to the imperative for a capital raise, returns to shareholders has been limited. Due to the Company’s low profitability, it has not made any dividend payouts to shareholders over the last five years. The Company’s shares are also thinly traded on the NASD, with a total of 142,600 shares traded in 2020, the last recorded trade occurred on 23 March 2020. The implication of this lack of

## **5. EXPLANATORY STATEMENT FROM THE FINANCIAL ADVISER**

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liquidity is that Scheme Shareholders wishing to exit their investments in Allianz Nigeria have been unable to do so efficiently.

Considering the above circumstances, the Core Shareholder has made a proposal to buy shares held by other shareholders of the Company through a Scheme of Arrangement, which the Board believes is a fair alternative that should be presented to shareholders.

To assess the fairness of the Offer to Scheme Shareholders, the Board appointed KPMG as Fairness Opinion Adviser to review the terms of the Offer. The Fairness Opinion Adviser conducted its review and considers the terms of the Offer to be fair and reasonable. The opinion of KPMG, the Fairness Opinion Adviser, is set out in the Fairness Opinion report on pages 17 to 20.

### **3. ADVANTAGES AND DISADVANTAGES OF PROCEEDING OR REJECTING THE SCHEME**

The Board believes that the Transaction will create a platform for ensuring the Company can raise the capital it urgently needs to support its future growth, while providing liquidity for shareholders who have hitherto had limited access to liquidity from their holdings in the Company. The Scheme Shareholders will benefit from the Scheme by being given the opportunity to monetize their investment in an otherwise illiquid stock.

Should the Shareholders not approve the Scheme, the Company may be required to continue to dilute their proportional shareholding as it raises capital from the Core Shareholder or external investors, with no prospect for a financial return or liquidity event in the long term.

### **4. THE PROPOSAL**

Upon the terms of the Scheme, it is proposed that:

- a. The Scheme will involve the transfer of the Scheme Shares comprising 147,305,012 (One Hundred and Forty-Seven Million, Three Hundred and Five Thousand, and Twelve Naira) ordinary shares of 50 kobo each, held by the Scheme Shareholders to SFE without any further act or deed;
- b. In consideration for the transfer of the Scheme Shares, SFE will pay the Scheme Consideration to the Scheme Shareholders; and
- c. Allianz Nigeria will be delisted from the NASD.

Following the implementation of the Scheme, the Scheme Shareholders will no longer be shareholders of the Company and the entire issued ordinary share capital of Allianz Nigeria will be held by the Core Shareholder.

The Company will be delisted from the NASD and re-registered as a private limited liability company pursuant to the relevant provisions of CAMA.

### **5. SCHEME CONSIDERATION**

In consideration for the transfer of the Scheme Shares, each Scheme Shareholder shall be entitled to receive ₦1.50 kobo for each Scheme Share held as at the Effective Date.

The proposed Scheme Consideration represents a 30% premium to the Company's 2019 rights issue price of ₦1.15; a 108% premium to the price of 72 kobo at which the Core Shareholder acquired a majority equity stake in the Company, and subsequently made a mandatory takeover offer to the shareholders of the Company in 2018.

### **6. STATEMENT OF FINANCIAL CAPABILITY**

The Core Shareholder has confirmed in writing and provided evidence of funding to show that it has the necessary financial resources to meet the Scheme Consideration and is not dependent upon raising funds or securing debt financing to pay the Scheme Shareholders.

## **5. EXPLANATORY STATEMENT FROM THE FINANCIAL ADVISER**

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### **7. HISTORICAL MARKET TRADING OF ALLIANZ NIGERIA**

Allianz Nigeria's shares are registered to trade on the NASD; however, no trades have been executed since March 2020. The last recorded trade on the NASD was on 23 March 2020 at a price of ₦1.19. There are however three public references for the value of the shares:

- a. Acquisition price at which SFE acquired Allianz Nigeria shares from Greenoaks Global Holdings Limited in 2018;
- b. The price at which the Core Shareholder made a mandatory takeover offer to the Company's shareholders in 2018; and
- c. Rights issue price at which the Allianz Nigeria sold newly issued shares to shareholders in the Company in 2019.

### **8. VALUE OF THE COMPANY AS A GOING CONCERN AND ON LIQUIDATION**

Allianz Nigeria's financial statements as at 31 December 2018 were prepared on a going concern basis. At the time, the Company had no intention or need to substantially reduce its business operations. Management believed that the going concern assumption was appropriate for the Company, due to the sufficient capital adequacy and projected liquidity.

In May 2019, NAICOM released new capital adequacy requirements which imply that the Company will need to raise additional equity capital by December 2020. This was subsequently revised in June 2020 by a NAICOM circular implying that the Company will need to meet 50% of its new capital requirement by 31<sup>st</sup> December 2020 and fully comply with the minimum paid up capital by September 2021. If the Company is unable to meet the new capital adequacy benchmark set by NAICOM, its licenses may be revoked, forcing the company to cease operations. The net asset value of the Company as at 31 December 2019 was ₦6.2 billion.

### **9. CONDITIONS PRECEDENT**

From the Effective Date, the Scheme shall become effective and binding on all the Shareholders of Allianz Nigeria (regardless of whether they attended or were absent from the Court-Ordered Meeting), if:

- a. The Scheme is approved by a majority representing not less than three-quarters in value of ordinary shares cast by the Qualifying Shareholders, present and voting, either in person or by proxy, at the Court-Ordered Meeting;
- b. The SEC approves, with or without modification, the terms and conditions of the Scheme as agreed by the majority of the Scheme Shareholders;
- c. The Scheme is sanctioned by an order of the Court; and
- d. A certified true copy of the Court Sanction in respect of the Scheme is delivered to the CAC for registration.

On the Effective Date, any share certificates representing the interests of the holders of the Scheme Shares will cease to be valid. In addition, Scheme Shares held in dematerialised form with the CSCS will be transferred to SFE.

### **10. MEETING TO APPROVE THE SCHEME OF ARRANGEMENT AND VOTING RIGHTS**

The Court-Ordered Meeting scheduled to hold on 04 September 2020 at 10am, is being held pursuant to an order of the Court for Allianz Nigeria' shareholders to consider, and if deemed fit, approve the Scheme.

At the Court-Ordered Meeting, voting on the resolutions relating to the Scheme will be by poll. Following the restrictions on public gatherings put in place by the government, shareholders are encouraged to utilise the alternative methods available to attend/observe the COM and cast their votes, in lieu of physical attendance. Duly filled Proxy Forms should be sent at least 48 hours before the meeting.

The following individuals, Mr Fola Adeola, Mr Bolaji Balogun, and Mr Dickie Ulu can be appointed as proxies ("Selected Proxies") for this purpose. Only the Selected Proxies will attend the meeting

## 5. EXPLANATORY STATEMENT FROM THE FINANCIAL ADVISER

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physically and vote on their own behalf as well as on behalf of other shareholders who have selected them as proxies. Other shareholders can join the meeting and follow the proceedings remotely via real-time online streaming of the meeting through the link provided in the notice.

For shareholders who elect to vote by themselves at the COM, voting would be by the use of USSD code which will be made available on the Company's website at [www.allianz.ng](http://www.allianz.ng), ahead of the Court Ordered Meeting. Details of the real time voting option will also be provided on Allianz Nigeria's website. Where a shareholder who has appointed a proxy attends the meeting remotely and he/she elects to vote through any of the channels provided by the Company and not through the appointed proxy, such shareholder must communicate to the Registrar prior to the commencement of the meeting by forwarding an email to [proxy@gtlregistrars.com](mailto:proxy@gtlregistrars.com) at least 48 hours before the meeting.

Each Qualifying Shareholder will be entitled to one vote for every Ordinary Share held. The statutory threshold required to pass the resolutions at the Court-Ordered Meeting is a majority representing not less than three-quarters in value of the Ordinary Shares present and voting in person or by proxy, cast in favour of the Scheme. The Core Shareholder, who owns 99.26% equity stake of Allianz Nigeria will not exercise its right of voting at the Court-Ordered Meeting in accordance with SEC's code of corporate governance.

The Core Shareholder has confirmed that no undertaking has been secured from any of the Scheme Shareholders, to vote or procure votes in favour of the Scheme.

The Notice of the Court-Ordered Meeting is on pages 39 to 42 of this Scheme Document.

## 11. SETTLEMENT OF SCHEME CONSIDERATION

### a. Scheme Consideration Account

1. Prior to the date of the Court-Ordered Meeting, Allianz Nigeria, SFE and the Registrar will enter into an escrow agreement (the "Escrow Agreement") with the Account Bank and will open an account to be designated as the Scheme Consideration Account into which the total Scheme Consideration will be deposited.
2. SFE shall fund the Scheme Consideration Account with the Scheme Consideration within 2 (two) Business Days from the date of receipt of the Court Sanction. The Scheme Consideration to which each Scheme Shareholder shall become entitled shall be remitted to each Shareholder by the Registrar within 7 (seven) Business Days of the Effective Date by way of e-remittance (to bank accounts in respect of which the Registrars have e-dividend mandates).
3. Scheme Shareholders who have registered for the electronic payment system (e-dividend) with the Registrar will receive a direct credit of the Scheme Consideration to their accounts in their respective nominated banks.
4. Payment of the Scheme Consideration due in respect of the Scheme Shares shall be made in Nigerian Naira by way of e-remittance (to bank accounts in respect of which the Registrars have e-dividend mandates). Receipt of the credit into the Scheme Consideration Account shall be a complete discharge of the Company and SFE's obligations with respect to payment of the Scheme Consideration.
5. Settlement of the Scheme Consideration to which each Scheme Shareholder is entitled under the Scheme will be implemented in full in accordance with the Scheme without regard to any lien, right of set-off, counterclaim or other analogous right to which SFE may otherwise be, or claim to be entitled, against such Scheme Shareholder.
6. On the second anniversary of the Effective Date, the Scheme Consideration Account will cease to be operational and any amount remaining in the Scheme Consideration Account shall be transferred by the Registrar to the National Investors Protection Fund in line with SEC directive.

## **5. EXPLANATORY STATEMENT FROM THE FINANCIAL ADVISER**

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7. The provisions of this clause shall be in effect for a period of 2 (two) years and shall take effect subject to any prohibition or condition imposed by the Court.

### **b. Plans for Untraceable Holders**

Any portion of the Scheme Consideration which is yet to be claimed within six (6) months of the Effective Date, shall be deemed unclaimed. Scheme Shareholders whose whereabouts cannot be ascertained within eighteen (18) months of the Scheme Consideration being unclaimed (an aggregate of two (2) years from the Effective Date) shall be deemed untraceable.

The Scheme Consideration to which each Scheme Shareholder shall become entitled pursuant to the Scheme shall be held in trust for the benefit of all Scheme Shareholders by the Registrar for a period of two (2) years from the Effective Date (the "Final Payment Date").

On the Final Payment Date, any portion of the Scheme Consideration remaining unclaimed shall be transferred by the Registrar to the National Investors Protection Fund in line with the directives of the SEC. The entitlement of any Scheme Shareholder to any part of the Scheme Consideration remaining unclaimed on the Final Payment Date shall continue, with such Scheme Shareholders entitlement existing only in respect of and against the portion of the Scheme Consideration transferred to the National Investors Protection Fund.

## **12. PROVISION FOR DISSENTING SHAREHOLDERS**

There are no specific arrangements for shareholders who vote against the Scheme. All Eligible Shareholders will be entitled to the Scheme Consideration at ₦1.50 for every share held in the Company on the Effective Date. Under the provisions of Section 539 of CAMA, the Scheme binds the Scheme Shareholders and the Company where the statutory majority of shareholders vote in favour of the Scheme.

## **13. EFFECTS OF THE SCHEME ON THE LISTING AND TRADING OF ALLIANZ NIGERIA' SHARES**

Following the receipt of the Court Sanction, the NASD will be notified of the last day of trading in Allianz Nigeria Shares. NASD will notify the CSCS and the investing public at least 24 hours before the Eligibility Date, which is the last day to trade Allianz Nigeria shares in order to participate in the Scheme. No transfers of Allianz Nigeria shares will be registered after the Eligibility Date.

Upon the Scheme becoming effective, all shares of the Company shall be delisted from the Daily Official List of the NASD.

## **14. PLANS FOR EMPLOYEES AND DIRECTORS AFTER THE SCHEME**

The Scheme is not expected to affect existing employment rights, including pension rights, of any and all employees of Allianz Nigeria.

It is expected that the appointment of Directors of Allianz Nigeria will be governed by the requirements in the Company's Memorandum and Articles of Association.

Where any employee or director does not wish to continue in the employment or service of Allianz Nigeria after the Scheme is effected, such employee or director will be entitled to obtain the full terminal benefits due under his/her existing contract of service.

## **15. TREATMENT OF COMPETING OFFER**

Where an unsolicited written offer is made to the Board of Directors of Allianz Nigeria by an existing shareholder of the Company, (not related to the Core Shareholder), to acquire all of the shares of the Company not held by such offeror, the Board would take steps to evaluate whether such potential offer would become a competing offer to the offer made by the Core Shareholder in relation to the Scheme.

In the event that such offer is deemed to be a competing offer, the Board would take the necessary steps to act in the best interest of the shareholders of the Company.

## **5. EXPLANATORY STATEMENT FROM THE FINANCIAL ADVISER**

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In considering whether such potential offer could become a competing offer, the Board shall consider amongst other things, the quantum of the consideration being offered, source of funds for the settlement of such consideration, proof of funds provided, evidence and confirmation that such funds will be in place and will be sufficient for the settlement of the consideration, conditionality of the offer and plans of the offeror for the business of the Company.

### **16. ACTIONS TO BE TAKEN BY ALLIANZ NIGERIA SHAREHOLDERS**

The appropriate Proxy Form for the Court-Ordered Meeting is enclosed with the Scheme Document. Due to the effects of the COVID-19 pandemic, the Nigerian government has placed restrictions on mass gatherings. It has also prescribed several health and safety measures to contain the spread of the Virus. Allianz Nigeria is fully supportive of and compliant with all applicable guidelines. To this end, you are encouraged to refrain from physically attending the COM and, rather, use alternative arrangements that will be put in place, to participate and cast your votes. Your Company will stream proceedings of the COM live. By completing the Proxy Form attached to this Scheme Document and available for download on the Company's website, you can notify your proxy of your voting instructions. You are requested to complete the Proxy Form in accordance with the instructions thereon and return same by post, hand or via email at [proxy@gtlregistrars.com](mailto:proxy@gtlregistrars.com), to the Registrar, Greenwich Registrars & Data Solutions Limited at 274, Murtala Muhammed Way, Yaba, Lagos, on or by 02 September 2020, being 48 hours before the time appointed for the Court-Ordered Meeting.

In the light of these current circumstances of the COVID-19 pandemic, Allianz Nigeria has made arrangements at its expense, for the stamping of the duly completed and signed Proxy Forms submitted to the Registrars within the stipulated time. We urge shareholders to submit the Proxy Forms well ahead of the meeting to enable the Company to complete the stamping within the stipulated period.

Please note that if you do not give a specific instruction on the resolutions to be considered at the Court-Ordered Meeting by placing a mark in the appropriate box, your proxy will be at liberty to vote or abstain from voting as he or she thinks fit on the resolutions, any modifications to the Scheme, or on any other business that may properly come before the Court-Ordered Meeting.

It is important for all Allianz Nigeria shareholders to participate in the Court-Ordered Meeting and exercise their voting rights.

### **17. RELATED PARTIES**

As at the date of this Scheme, SFE holds 19,791,544,339 (Nineteen Billion, Seven Hundred and Ninety-One Million, Five Hundred and Forty-Four Thousand, Three Hundred and Thirty-Nine) ordinary shares in Allianz Nigeria. The Core Shareholder's shareholding in Allianz Nigeria is held directly. There are no related parties to SFE with shareholding in the Company. In compliance with the requirements of SEC code of corporate governance, the Core Shareholder will not exercise its right of voting at the Court-Ordered Meeting.

### **18. TAXATION**

Under the Companies Income Tax Act Cap C21 LFN 2004, the implementation of the Scheme as proposed will not give rise to any taxation disadvantages to the Eligible Shareholders, either with respect to capital gains tax or stamp duty. The Capital Gains Tax Act Cap C1 LFN 2004 exempts any gains realised by a person from a disposal of shares from capital gains tax. Furthermore, the Stamp Duties Act Cap. S8 LFN 2004, exempts instruments for the transfer of shares from the payment of stamp duty. However, this statement is not intended to be, and should not be construed to be, legal or tax advice. Shareholders who are in any doubt about their taxation position, or who are subject to taxation in a jurisdiction outside Nigeria, are strongly advised to consult their professional advisers without delay as to the consequences of the Scheme in view of their circumstances.

### **19. BACKGROUND ON SOCIÉTÉ FONCIÈRE EUROPEENNE B.V.**

Société Foncière Européenne B.V. is a Dutch private limited liability company registered with the Chamber of Commerce Business Register under establishment number 000019972180, with its registered office at Keizersgracht 484, 1017EH Amsterdam, The Netherlands.

## **5. EXPLANATORY STATEMENT FROM THE FINANCIAL ADVISER**

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SFE was established on 14 August 1991 with a capitalisation of €5,355,000. All shares in SFE are held by Allianz Europe B.V. which is based in Amsterdam and which is a wholly owned subsidiary of Allianz SE, Germany. Allianz SE is the ultimate holding company of a global financial services group active in the insurance and asset management sectors. SFE serves as an investment holding vehicle for Allianz Nigeria.

## **20. FURTHER INFORMATION**

The following information is contained in this Scheme Document:

The Scheme of Arrangement on pages 21 to 25.

Your attention is also drawn to the additional information contained in the following appendices to the Scheme Document.

Appendix I: Financial information of Allianz Nigeria on pages 26 to 29;

Appendix II: Statutory and general Information on pages 30 to 37;

Appendix III: Further information on SFE on page 38; and

Appendix IV: Notice of Court-Ordered Meeting on pages 39 to 42.

## **21. CONCLUSION AND RECOMMENDATION**

The Board, having considered the terms and conditions of the Scheme, as well as the benefits thereof, recommend that you vote in favour of the resolutions which will be proposed at the Court-Ordered Meeting.

Yours faithfully



**Funso Akere**  
Chief Executive





The Chairman  
Board of Directors  
Allianz Nigeria Insurance Plc  
307, Adeola Odeku Street  
Victoria Island  
Lagos, Nigeria

22 January 2020

Dear Sir

**Independent expert's opinion on the fairness and reasonableness of the proposed offer price for the buy-out of minority shareholders of Allianz Nigeria Insurance Plc**

**Introduction**

The National Insurance Commission ("NAICOM") recently issued a recapitalisation directive for all insurance companies in Nigeria. Based on the new minimum paid-up capital requirement, Allianz Nigeria Insurance Plc ("Allianz Nigeria" or "the Company") had a material capital shortfall of about NGN12 billion as at December 2019, resulting in a need for capital injection.

In a bid to accelerate the capital injection process, Société Foncière Européenne B.V. ("SFE"), the major shareholder in the Company with 99.26% shareholding, has made an offer to buy-out the minority shareholders ("the Selling shareholders") and subsequently, inject additional capital to meet the new regulatory requirement.

Based on the letter dated 20 November 2019 from SFE to the Board of Directors of Allianz Nigeria, SFE made an offer to acquire the 147,305,012 ordinary shares currently owned by the Selling Shareholder for a cash consideration of NGN1.50 per share ("the Proposed Offer Price"), through a scheme of arrangement pursuant to the provisions of Section 539 of the Companies and Allied Matters Act Cap C20 Laws of the Federation of Nigeria 2004 ("the Transaction").

KPMG Professional Services (KPMG) has been appointed by the Board of Directors of Allianz Nigeria to provide an independent expert's opinion on the fairness of the Proposed Offer Price.

This fairness opinion has been prepared in compliance with the Securities and Exchange Commission ("SEC" or "the Commission") Mergers & Acquisition Regulatory Guide issued in 2017 which states that "where a proponent or beneficiary in a scheme of arrangement holds at least 30% of the company or where there are common directors in the entities involved in the scheme of arrangement, or where a scheme seeks to remove minority shareholders, the Commission will require the explanatory statement to be accompanied by an independent expert report."



### **Responsibility**

Compliance with NASD listing requirements and SEC regulations is the responsibility of the Board of Directors of the Company ("the Board"). The Board is also responsible for guaranteeing the fairness of the Proposed Offer Price to the Selling Shareholders.

Our responsibility is to express an opinion as to the fairness and reasonableness of the Proposed Offer Price in connection with the Transaction and whether or not the Transaction is in the best interest of the Company, SFE and the Selling Shareholders (henceforth jointly referred to as "the Transaction Parties").

KPMG is entitled to receive a fixed fee plus reasonable out-of-pocket expenses and VAT for our opinion. This fee is not contingent in whole or in part on the conclusions reached in this opinion or the completion of the Transaction. KPMG has no interest in the Transaction Parties.

### **Definition of the term "fair"**

For the purpose of this opinion, "fair market value" and "fair value" are defined as the price available in an open and unrestricted market, between informed, prudent parties acting at arm's length and under no compulsion to act, expressed in terms of money or money's worth, as determined in the context of the Transaction. Fairness is primarily based on quantitative issues while reasonableness is based largely on qualitative issues.

The Proposed Offer Price for the purpose of the Transaction may be considered fair if it is based on the fair value of the Company. Even though the Proposed Offer Price may differ from what would be determined using the fair value of Allianz Nigeria, the Proposed Offer Price may be considered reasonable in certain circumstances after considering certain qualitative factors.

### **Procedures**

In arriving at our opinion, we have, inter alia, considered the following:

- The Proposed Offer Price provided by SFE;
- Certain financial information relating to Allianz Nigeria including audited financial statements for the periods ended 31 December 2016 to 31 December 2018, management accounts as at 31 December 2019 and 10-year financial forecast for the periods between 1 January 2020 to 31 December 2029 including management assumptions;
- Letter dated 20 November 2019 from SFE to the Board of Directors of the Company regarding the proposed buy-out and the key terms and conditions of the Transaction;
- Certain public stock market and financial data for publicly traded companies considered comparable to Allianz Nigeria;
- Certain publicly available information on transactions involving publicly traded companies considered reasonably comparable to this transaction; and
- Discussions with the representatives of the Company and other industry experts with respect to the current state of operations and future prospect of the insurance sector in Nigeria.



### **Assumptions and limitations**

KPMG has relied upon the fact that all financial and other factual information, data, advice, opinions or representations obtained by it from public sources and the representatives of the Company (hitherto collectively referred to as "the information") are complete, accurate and have been fairly presented.

With respect to forecast financial information provided to KPMG, we believe that it has been reasonably prepared on a basis reflecting the best currently available estimates and judgments of management of Allianz Nigeria as to the matters covered thereby. We believe this is reasonable on the basis of the procedures undertaken, including discussing the basis of preparation and key assumptions with the management and financial advisers to the Company, a comparison with historical results, and a review of publicly available information concerning the key markets in which the Company operates.

Our procedures and enquiries did not constitute an audit in terms of the International Standards for Auditing (ISA) and accordingly, we do not express any opinion on the financial data or other information used in arriving at our opinion.

In providing this opinion, KPMG is not making any recommendation to any person as to how to vote or otherwise deal with his or her shares in connection with the Transaction in whole or in part. An individual shareholder's decision may be influenced by such shareholder's particular circumstances and such a shareholder should consult an independent expert if such a shareholder is in any doubt as to the merits or otherwise of the Transaction.

Forecasts relate to future events and are based on assumptions, which may not remain valid for the whole of the relevant period. Consequently, this information cannot be relied upon to the same extent as that derived from audited financial statements for completed accounting periods. We express no opinion as to how closely the actual results will correspond to those projected by management.

KPMG's conclusions are rendered on the basis of financial, economic and general business conditions prevailing as at the date of this opinion, and the condition and prospects, financial and otherwise, of the Company as they were reflected in the information and as they have been represented to KPMG in discussions with the representatives of the Company.

No opinion, counsel, or interpretation is intended in matters that require legal or other appropriate professional advice. It is assumed that such opinions, counsel or interpretations have been or will be obtained from the appropriate professional sources.

This opinion is given as of **22 January 2020**. KPMG disclaims any undertaking or obligation to advise any person of any change in any fact or matter affecting this opinion, which may occur after the date of this opinion. Without limiting the foregoing, in the event that there is any material change in any fact or matter affecting this opinion after the date hereof, KPMG reserves the right, but will be under no obligation, to change, modify or withdraw this opinion. Moreover, KPMG reserves the right, but will be under no obligation, to complete any additional analyses that might subsequently be required, following the receipt of additional information.



### **Valuation**

In its analyses and in preparing this opinion, KPMG considered valuation methodologies such as: equity discounted free cash flow method, market-based valuation methods (i.e. Price to Book multiple of comparable insurance companies and precedent transactions) and made various valuation assumptions with respect to industry performance, general business and economic conditions and other matters, many of which are beyond the control of both KPMG and the Company.

Based on the valuation methodologies adopted, the summary of indicative price range for the ordinary shares of Allianz Nigeria is between approximately NGN0.76 and NGN0.79 per share as at 31 December 2019.

We emphasise that the Company's share price may be materially different in the event that one or more of the fundamental assumptions applied to this valuation prove to be invalid.

### **Opinion**

Based upon and subject to the foregoing and such other matters KPMG considered to be relevant as at the date hereof, KPMG is of the opinion that the Proposed Offer Price of NGN1.50 (one naira fifty kobo) per share appears to be fair and reasonable; and in the best interest of the Transaction Parties.

The reasons for the opinion are:

1. The Proposed Offer Price of NGN1.50 represents a premium of 108% to the price of NGN0.72 at which SFE completed its 2018 mandatory tender offer, and a premium of about 30% to the price of NGN 1.15 at which the Company completed its 2019 rights issue.
2. The Transaction presents Allianz Nigeria an opportunity to achieve the new capital requirement in a timely and efficient manner.

### **Consent**

We consent to the inclusion of this letter and the reference to our opinion in the Scheme Document to be issued to the regulators and Transaction Parties in the form and context in which it appears.

Yours faithfully

Ijeoma Emezie-Ezigbo  
*Partner, Deal Advisory*

## 7. THE SCHEME OF ARRANGEMENT

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# SCHEME OF ARRANGEMENT

Pursuant to Section 539 of the Companies and Allied Matters Act, 1990, Cap C20, LFN 2004

Between



**ALLIANZ NIGERIA INSURANCE PLC**  
RC 234883

and

**The Holders of its Fully Paid Ordinary Shares of 50 Kobo Each**

### A. PRELIMINARY

1. In this Scheme of Arrangement, the following words shall have the meanings ascribed to them below, unless otherwise stated or clearly indicated by the context:

<b>“Account Bank”</b>	The Nigerian commercial bank with whom the Scheme Consideration Bank Account will be held
<b>“Allianz Nigeria” or the “Company”</b>	Allianz Nigeria Insurance PLC
<b>“Allianz SE”</b>	A leading global financial services company headquartered in Germany
<b>“Board” or “Board of Directors” or “Directors”</b>	The directors of Allianz Nigeria comprising those persons whose names are set out on page 6 of the Scheme Document
<b>“Business Day”</b>	Between 8:00a.m. and 5:00p.m on a day other than a Saturday, Sunday or public holiday, on which banks are open for business in Nigeria
<b>“CAC”</b>	Corporate Affairs Commission
<b>“CAMA”</b>	Companies and Allied Matters Act, 1990, Cap. C20, Laws of the Federation of Nigeria, 2004
<b>“Core Shareholder” or “SFE”</b>	Société Foncière Européenne B.V. which owns 19,791,544,339 ordinary shares, representing 99.26% of the issued share capital of the Company
<b>“Court”</b>	Federal High Court
<b>“Court-Ordered Meeting”</b>	The meeting of the registered holders of ordinary shares of Allianz Nigeria, to be convened by an order of the Court pursuant to Section 539 of CAMA, of which notice is set out on pages 39 to 42 of this Document, including any adjournment thereof
<b>“Court Sanction”</b>	An order made by the Court pursuant to Section 539 (3) of CAMA, approving and giving effect to the Scheme
<b>“CSCS”</b>	Central Securities Clearing System PLC
<b>“CTC”</b>	Certified True Copy

## 7. THE SCHEME OF ARRANGEMENT

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<b>“Price list”</b>	The publication of NASD, published daily, detailing price movements and information on all securities quoted on NASD
<b>“Dissenting Shareholders”</b>	Qualifying Shareholders who vote against the special resolution proposed at the Court Ordered Meeting
<b>“Effective Date”</b>	The date on which a CTC of the Court Sanction is delivered to the CAC for registration pursuant to 539 (4) of CAMA
<b>“Eligible Shareholders” or “Scheme Shareholders”</b>	The shareholders of Allianz Nigeria, other than the Core Shareholder, whose names appear on the Company’s register of members as at the close of business on the Effective Date
<b>“Eligibility Date”</b>	The last day to trade Allianz Nigeria shares in order to participate in the Scheme
<b>“Financial Adviser to Allianz Nigeria” or “Stanbic IBTC Capital”</b>	Stanbic IBTC Capital Limited, a subsidiary of Stanbic IBTC Holdings PLC, licensed by the SEC to, amongst others, provide financial advisory services, with registration number 1031358
<b>“NASD”</b>	NASD OTC Securities Exchange
<b>“Legal Adviser”</b>	Aluko & Oyebode
<b>“LFN”</b>	Laws of the Federation of Nigeria
<b>“Proxy Form”</b>	The proxy form for use in connection with the Court-Ordered Meeting of Allianz Nigeria which is set out on page 44 of the document
<b>“Qualification Date”</b>	17 August 2020, being the date that the Register of Members shall be closed for the purpose of determining the shareholders eligible to attend and vote at the Court-Ordered Meeting
<b>“Qualifying Shareholders”</b>	The shareholders whose names appear in the Register of Members as at the Qualification Date
<b>“Register of Members”</b>	The register of members of Allianz Nigeria as is required to be maintained pursuant to the provisions of CAMA
<b>“Registrar”</b>	Greenwich Registrars & Data Solutions Limited
<b>“Scheme” or “Scheme of Arrangement”</b>	The proposed scheme of arrangement between Allianz Nigeria and the holders of its fully paid ordinary shares of 50 kobo each pursuant to Section 539 of CAMA, which is set out on pages 21 to 25 of this Document
<b>“Scheme Consideration”</b>	The total sum of ₦220,957,518.00 (Two Hundred and Twenty Million, Nine Hundred and Fifty Seven Thousand, Five Hundred and Eighteen Naira only) payable to the Scheme Shareholders as consideration for the Scheme Shares, representing ₦1.50 for every Scheme Share, which shall become due to Scheme Shareholders upon the Scheme becoming effective as consideration for each Scheme Share transferred
<b>“Scheme Consideration Account”</b>	The bank account into which SFE will pay the Scheme Consideration and from where payments will be made to Scheme Shareholders
<b>“Scheme Document” or “Document”</b>	This document dated 04 June 2020, which contains the Scheme, the Explanatory Statement, the notice of the Court-Ordered Meeting and the various appendices therein in relation of the Scheme

## 7. THE SCHEME OF ARRANGEMENT

“Scheme Shares”	The 147,305,012 (One Hundred and Forty-Seven Million, Three Hundred and Five Thousand, and Twelve) fully paid Ordinary Shares that are not held by the Core Shareholder, which are to be transferred pursuant to the Scheme
“SEC”	Securities and Exchange Commission
“Untraceable Holders”	Scheme Shareholders whose whereabouts cannot be ascertained 24 months after the Effective Date

2. The authorised share capital of Allianz Nigeria is ₦10,000,000,000 divided into 20,000,000,000 ordinary shares of 50 kobo each, out of which ₦9,969,424,676 comprising of 19,938,849,351 ordinary shares of 50 kobo each are issued and fully paid. The shareholding structure of the Company as at the date of the Scheme is as follows:

Shareholder	Ordinary Shares held	%
SFE	19,791,544,339	99.26
Other Shareholders	147,305,012	0.74
<b>Total</b>	<b>19,938,849,351</b>	<b>100.00</b>

### B. THE SCHEME

The Scheme shall be comprised of the following elements:

#### 1. TRANSFER OF SCHEME SHARES

The Scheme Shares comprising 147,305,012 (One Hundred and Forty-Seven Million, Three Hundred and Five Thousand, and Twelve) ordinary shares of 50 kobo each, held by the Scheme Shareholders shall be transferred to SFE, without any further act or deed, in exchange for the Scheme Consideration.

#### 2. CONSIDERATION FOR THE EXCHANGE OF THE SCHEME SHARES

The consideration for the exchange of the Scheme Shares shall be the Scheme Consideration.

#### 3. SETTLEMENT OF THE SCHEME CONSIDERATION

- 3.1 Prior to the date of the Court-Ordered Meeting, Allianz Nigeria, SFE and the Registrar will enter into an escrow agreement (the “Escrow Agreement”) with the Account Bank and will open an account to be designated as the Scheme Consideration Account into which the total Scheme Consideration will be deposited.
- 3.2 SFE shall fund the Scheme Consideration Account with the Scheme Consideration within 2 (two) Business Days from the date of receipt of the Court Sanction. The Scheme Consideration to which each Scheme Shareholder shall become entitled shall be remitted to each Shareholder by the Registrar within 7 (seven) Business Days of the Effective Date by way of e-remittance (to bank accounts in respect of which the Registrar have e-dividend mandates).
- 3.3 Scheme Shareholders who have registered for the electronic payment system (e-dividend) with the Registrar will receive a direct credit of the Scheme Consideration to their accounts in their respective nominated banks.
- 3.4 Payment of the Scheme Consideration due in respect of the Scheme Shares shall be made in Nigerian Naira by way of e-remittance (to bank accounts in respect of which the Registrar have e-dividend mandates). Receipt of the credit into the Scheme Consideration Account shall be a complete discharge of the Company and SFE’s obligations with respect to payment of the Scheme Consideration.
- 3.5 Settlement of the Scheme Consideration to which each Scheme Shareholder is entitled under the Scheme will be implemented in full in accordance with the Scheme without

## **7. THE SCHEME OF ARRANGEMENT**

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regard to any lien, right of set-off, counterclaim or other analogous right to which SFE may otherwise be, or claim to be entitled, against such Scheme Shareholder.

3.6 On the second anniversary of the Effective Date, the Scheme Consideration Account will cease to be operational and any amount remaining in the Scheme Consideration Account shall be transferred by the Registrar to the National Investors Protection Fund in line with SEC directive.

3.7 The provisions of this Clause shall be in effect for a period of 2 (two) years and shall take effect subject to any prohibition or condition imposed by the Court.

## **4. REGISTRATION OF THE COURT SANCTION**

Following the grant of the Court Sanction, a certified true copy of the Court Sanction shall be delivered to the CAC for registration pursuant to Section 539 (4) of CAMA.

## **5. CONDITIONS PRECEDENT**

As from the Effective Date, the Scheme shall become effective and binding on all the Scheme Shareholders, irrespective of whether or not they attended or voted at the Court-Ordered Meeting (and if they attended and voted, irrespective of whether or not they voted in favour of the Scheme), if:

- a. The Scheme is approved by a majority representing three-quarters in value of the Ordinary Shares cast by Qualifying Shareholders present and voting either in person or by proxy at the Court-Ordered Meeting;
- b. The SEC approves, with or without modification, the terms and conditions of the Scheme as agreed by majority of the Qualifying Shareholders;
- c. The Scheme is sanctioned by the Court; and
- d. An original or certified true copy of the Court Sanction in respect of the Scheme is delivered to the CAC for registration.

## **6. CONSEQUENCES OF THE SCHEME**

### **6.1 *Certificates and Dematerialised holdings***

As from and including the Effective Date:

- a. all certificates representing the Scheme Shares shall cease to be valid for any purpose;
- b. in respect of Scheme Shareholders holding Scheme Shares in uncertificated form, CSCS shall be instructed to transfer such shares to SFE;
- c. the Company's Register of Members will be updated to exclude the names of the Scheme Shareholders; and
- d. Allianz Nigeria will be wholly owned by the Core Shareholder.

### **6.2 *Delisting of Allianz Nigeria Shares from the NASD OTC Securities Exchange***

Following the receipt of the Court Sanction, NASD will be notified of the last day of trading in Allianz Nigeria shares. NASD will notify the CSCS and the investing public at least 24 hours before the Eligibility Date, which is the last day to trade Allianz Nigeria shares in order to participate in the Scheme. No transfers of Allianz Nigeria shares will be registered after the Eligibility date.

Upon the Scheme becoming effective, all shares of the Company shall be delisted from the Daily Official List of the NASD.



## **7. THE SCHEME OF ARRANGEMENT**

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### **6.3 *Plans for Employees and Directors of Allianz Nigeria after the Scheme***

The Scheme is not expected to affect existing employment rights, including pension rights, of any and all employees of Allianz Nigeria.

It is expected that the appointment of or any changes to the existing Directors of Allianz Nigeria will be governed by the requirements in the Company's Memorandum and Articles of Association.

Where any employee or director does not wish to continue in the employment or service of Allianz Nigeria after the Scheme is effected, such employee or director will be entitled to obtain the full terminal benefits due under his/her existing contract of service.

### **7. EFFECTIVENESS**

The Scheme shall become effective on the day on which a certified true copy of the Court Sanction in respect of the Scheme is delivered to the CAC for registration and shall become binding on all shareholders of the Company, including those who were absent at the Court-Ordered Meeting, those who attended but did not vote, and those who voted against the Scheme at the Court-Ordered Meeting.

### **8. MODIFICATION**

The Board of Directors is authorised to consent, on behalf of all parties concerned, to any modifications of or additions to the Scheme which the Court or any regulatory authority, may deem fit to approve or to any condition imposed by them.

Dated 04 June 2020

## 8. APPENDIX I – FINANCIAL INFORMATION

### 8.1 STATEMENT OF PROFIT AND LOSS

Year ended 31 December	2018	2017	2016	2015	2014
	₦'000	₦000	₦'000	₦'000	₦'000
<b>Gross Premium Written</b>	<b><u>10,007,524</u></b>	<b><u>7,667,258</u></b>	<b><u>4,194,782</u></b>	<b><u>2,875,078</u></b>	<b><u>3,910,673</u></b>
Gross premium income	9,750,309	6,702,232	4,017,370	2,986,992	3,952,950
Reinsurance premium expenses	(6,034,259)	(4,589,814)	(1,985,518)	(673,766)	(827,276)
<b>Net Premium Income</b>	<b><u>3,716,050</u></b>	<b><u>2,112,418</u></b>	<b><u>2,031,852</u></b>	<b><u>2,313,226</u></b>	<b><u>3,125,674</u></b>
Fees and commission income	726,088	594,090	303,014	142,626	186,547
<b>Net Underwriting income</b>	<b><u>4,442,138</u></b>	<b><u>2,706,508</u></b>	<b><u>2,334,865</u></b>	<b><u>2,455,852</u></b>	<b><u>3,312,221</u></b>
Net claims expenses	(2,214,626)	(877,149)	(1,051,468)	(1,137,019)	(1,516,914)
Benefit payments	(507,165)	(409,437)	(354,925)	-	-
Change in individual life reserve	90,499	41,823	308,176	(444,386)	(42,217)
Increase in annuity reserve	-	-	-	(42,725)	(57,698)
Underwriting expenses	(1,222,019)	(832,915)	(635,651)	(487,424)	(1,718,225)
<b>Underwriting Profit/(Loss)</b>	<b><u>588,827</u></b>	<b><u>628,830</u></b>	<b><u>600,998</u></b>	<b><u>344,297</u></b>	<b><u>(22,833)</u></b>
Investment income)	308,865	193,822	190,867	179,311	400,260
Profit or loss on investment contract liabilities	80,665	(71,382)	(23,902)	779	5,509
Net realised gain/(loss)	190,000	(4,222)	-	78,545	(4,952)
Net fair value loss	(28,500)	71,049	(112,222)	(66,666)	(159,277)
Other operating income	174,761	1,550,866	2,249,133	1,057,241	104,699
Management and administrative expenses	(2,761,070)	(3,244,236)	(1,827,415)	(1,882,315)	(1,954,007)
Impairment (charges)/reversal	-	101,812	12,811	(22,014)	967
<b>Loss Before Income Tax</b>	<b><u>(1,446,452)</u></b>	<b><u>(773,461)</u></b>	<b><u>1,092,271</u></b>	<b><u>(310,822)</u></b>	<b><u>(1,629,634)</u></b>
Income tax write-back / (charge)	557,901	(60,622)	(39,528)	(165,901)	(38,470)
<b>Loss After Income Tax</b>	<b><u>(888,551)</u></b>	<b><u>(834,083)</u></b>	<b><u>1,052,743</u></b>	<b><u>(476,723)</u></b>	<b><u>(1,668,104)</u></b>
<b>Total Comprehensive Loss for the year</b>	<b><u>(715,769)</u></b>	<b><u>1,032,461</u></b>	<b><u>1,032,461</u></b>	<b><u>(460,602)</u></b>	<b><u>(1,636,549)</u></b>
Loss per share (k) - Diluted	(7)	(5)	7	(3)	(22)

## 8. APPENDIX I – FINANCIAL INFORMATION

### 8.2 STATEMENT OF FINANCIAL POSITION

Year ended 31 December	2018	2017	2016	2015	2014
	₦'000	₦'000	₦'000	₦'000	₦'000
<b>Assets</b>					
Cash and cash equivalents	3,582,363	8,627,523	7,684,038	5,655,478	5,868,518
Financial assets	7,349,146	829,608	1,123,498	1,305,171	2,120,640
Trade receivables	69,838	47,710	111,736	-	-
Reinsurance assets	3,913,090	3,795,649	1,099,485	702,720	530,644
Deferred acquisition costs	257,278	176,077	121,179	85,763	91,223
Deferred tax asset	527,821	-	-	-	52,376
Prepayments and other receivables	652,265	116,815	303,541	301,619	130,777
Investment properties	2,354,100	2,594,100	2,425,000	2,740,000	1,145,000
Intangible assets	12,611	-	5,311	22,284	45,414
Property and equipment	603,195	201,102	193,671	276,152	1,697,267
Statutory deposits	500,000	500,000	500,000	500,000	500,000
<b>Total assets</b>	<b><u>19,821,707</u></b>	<b><u>16,888,584</u></b>	<b><u>13,567,459</u></b>	<b><u>11,589,187</u></b>	<b><u>12,181,859</u></b>
<b>Liabilities</b>					
Borrowings	166,755	254,208	-	-	-
Insurance contract liabilities	8,266,705	7,441,452	4,639,622	4,221,829	4,058,294
Investment contract liabilities	934,245	1,055,087	1,215,719	1,252,195	1,357,506
Trade payables	297,474	542,370	959,341	479,054	29,205
Accruals and other payable	407,013	2,020,928	412,496	294,495	1,233,018
Income tax payable	138,681	163,082	69,194	102,988	211,112
Deferred tax liability	-	-	43,503	43,503	-
<b>Total liabilities</b>	<b><u>10,210,873</u></b>	<b><u>11,477,127</u></b>	<b><u>7,339,875</u></b>	<b><u>6,394,064</u></b>	<b><u>6,889,134</u></b>
<b>Net assets</b>	<b><u>9,610,834</u></b>	<b><u>5,411,457</u></b>	<b><u>6,227,584</u></b>	<b><u>5,195,123</u></b>	<b><u>5,292,724</u></b>
Financed by:					
Share capital	7,819,157	3,757,549	3,757,549	3,757,549	3,757,549
Share premium	780,047	864,902	864,902	864,902	864,902
Irredeemable convertible note	5,000,000	4,061,608	4,061,608	4,061,608	3,667,608
Statutory contingency reserve	1,498,813	1,282,717	1,114,958	925,129	859,309
Fair value reserve	203,831	31,049	13,093	33,375	61,019
Asset revaluation reserve	280,551	280,551	280,551	280,551	267,786
Accumulated losses	(5,971,565)	(4,866,919)	(3,865,077)	(4,727,991)	(4,185,448)
<b>Shareholders' funds</b>	<b><u>9,610,834</u></b>	<b><u>5,411,457</u></b>	<b><u>6,227,584</u></b>	<b><u>5,195,123</u></b>	<b><u>5,292,724</u></b>

## 8. APPENDIX I – FINANCIAL INFORMATION

### 8.3 STATEMENT OF CASH FLOWS

Year ended 31 December	2018	2017	2016	2015	2014
	₦'000	₦'000	₦'000	₦'000	₦'000
<b>Cash flows from operating activities:</b>					
Premium received	9,985,396	7,731,284	4,185,271	2,865,764	4,020,927
Commission received	756,728	656,047	299,767	160,243	164,185
Commission paid	(1,099,855)	(708,047)	(487,643)	(457,318)	(622,914)
Maintenance cost	(218,937)	(164,196)	(188,756)	(34,203)	
Reinsurance premium paid	(6,190,092)	5,871,094)	(1,439,828)	(545,816)	(825,537)
Recoveries from reinsurance on claims paid	3,664,958	1,528,090	516,169	133,918	-
Payment of NAICOM fine	(1,499,000)	-	-	-	-
Claims paid	(5,230,088)	2,471,270	(1,640,033)	(1,649,825)	-
Benefit paid	(520,245)	(383,113)	-	-	-
Gross benefits and claims paid net of recoveries	-	-	-	-	(992,664)
Payment to employees	(1,042,566)	(661,193)	(684,595)	(614,379)	(986,862)
Unallocated premiums received	93,189	283,324	-	-	-
Other operating cash payments	(1,950,162)	(375,518)	(919,400)	(529,534)	(833,271)
Other income received	76,830	74,468	98,841	32,878	16,838
Withdrawals from investment contract liabilities	(293,598)	(406,835)	(414,991)	(638,846)	(375,816)
Deposits received	126,663	163,349	308,930	469,313	536,580
Rent paid	(246,586)	(4,600)	(151,054)	(249,959)	(84,572)
Loans/(repayments) to policyholders	(45,065)	58,543	(9,157)	-	-
NITDA paid	-	(10,922)	(3,946)	-	-
Rent received	22,250	22,379	44,793	-	-
Voluntary retirement scheme	-	-	-	(938,684)	-
Income tax paid	(41,241)	(29,077)	(71,006)	(183,617)	(408,276)
<b>Net cash flows used in operating activities</b>	<b>(3,651,421)</b>	<b>(568,381)</b>	<b>(556,638)</b>	<b>(2,180,065)</b>	<b>(391,382)</b>

## 8. APPENDIX I – FINANCIAL INFORMATION

Year ended 31 December	2018	2017	2016	2015	2014
	₦'000	₦'000	₦'000	₦'000	₦'000
<b>Cash flows from investing activities:</b>					
Proceeds from sale of property and equipment	8,248	161	3,124	25,614	23,131
Proceeds from principal maturity on held-to-maturity securities	202,505	-	10,003	-	-
Proceeds from disposal of bonds	-	-	-	625,126	-
Interest received	178,666	21,500	54,417	147,022	355,774
Purchase of equity	(2,660)	-	-	-	-
Purchase of treasury bills	(6,500,351)	-	-	-	1,318,456
Redemption of state bonds	-	-	-	33,090	-
Proceeds from disposal of AFS	-	-	-	83,000	-
Purchase of property and equipment	(574,023)	(136,008)	(27,651)	(232,910)	(141,581)
Purchase of financial assets	-	-	-	-	(18,300)
Purchase of intangible assets	(13,368)	-	-	(26,199)	(11,926)
Proceeds on the disposal of financial assets at fair value through profit or loss	-	304,826	-	-	-
Proceeds from the disposal of investment property	400,000	-	240,000	-	-
Dividends received	69,445	2,995	83,093	45,042	52,533
<b>Net cash flows from investing activities</b>	<b><u>(6,231,538)</u></b>	<b><u>193,474</u></b>	<b><u>362,986</u></b>	<b><u>699,785</u></b>	<b><u>1,578,086</u></b>
<b>Cash flows from financing activities:</b>					
Increase in overdraft facility	32,410	134,345	-	-	-
(Repayment of)/proceeds from short term facility	(119,863)	119,863	-	-	-
Additional irredeemable convertible notes issued	5,000,000	-	-	-	3,667,608
<b>Net cash flows from financing activities</b>	<b><u>4,912,547</u></b>	<b><u>254,208</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>3,667,608</u></b>
<b>Net decrease in cash and cash equivalents</b>	<b>(4,970,412)</b>	<b>(120,699)</b>	<b>(193,652)</b>	<b>(1,480,279)</b>	<b>4,854,312</b>
Cash and cash equivalents, beginning of the year	24,016	286,241	923,090	2,200,910	1,006,286
Release of escrow funds	8,603,507	-	-	-	-
Net foreign exchange differences in cash and cash equivalents	(74,748)	(141,526)	(443,197)	202,459	6,285
<b>Cash and cash equivalents, end of the year</b>	<b><u>3,582,363</u></b>	<b><u>24,016</u></b>	<b><u>286,241</u></b>	<b><u>923,090</u></b>	<b><u>5,868,518</u></b>

## 9. APPENDIX II – STATUTORY AND GENERAL INFORMATION

### 9.1 RESPONSIBILITY STATEMENT

The information contained in this document in relation to Allianz Nigeria has been provided by the Company. The Directors of Allianz Nigeria have taken all reasonable care to ensure that the facts stated and opinions expressed in this document with regard to the Company, are all fair and accurate and, having made all reasonable enquiries, confirm that to the best of their knowledge and belief (having made due and careful enquiry) as at the date of this Scheme Document, no material facts concerning the Company have been omitted from this Scheme Document. The Directors hereby accept responsibility for the information provided.

### 9.2 INCORPORATION AND SHARE CAPITAL HISTORY

Allianz Nigeria was incorporated as a private limited liability company in 1993. The Company converted to a public company and was listed on the NASD in October 2016.

Allianz Nigeria has an authorised share capital of ₦10,000,000,000 comprising 20,000,000,000 Ordinary Shares of 50 kobo each, and an issued share capital of ₦9,969,424,676 comprising of 19,938,849,351 Ordinary Shares of 50 kobo each. The changes in the share capital of the Company since inception are summarised below:

Date	Authorised (₦)		Issued & Fully Paid-up (₦)		Consideration
	Increase	Cumulative	Increase	Cumulative	
1993	Nil	20,000,000	Nil	20,000,000	₦1.00
1998	70,000,000	90,000,000	70,000,000	90,000,000	₦1.00
2002	160,000,000	250,000,000	160,000,000	250,000,000	₦1.00
2003	100,000,000	350,000,000	100,000,000	350,000,000	₦1.00
2006	4,650,000,000	5,000,000,000	70,000,000	420,000,000	₦1.00
2007	Nil	5,000,000,000	3,337,548,638	3,757,548,638	₦0.50
2008	5,000,000,000	10,000,000,000	Nil	3,757,548,638	₦0.50
2018	Nil	10,000,000,000	4,061,608,000	7,819,156,638	₦0.50
2019	Nil	10,000,000,000	2,150,268,038	9,969,424,676	₦0.50

### 9.3 BENEFICIAL OWNERSHIP

As at 31 December 2019, Allianz Nigeria's 19,938,849,351 issued Ordinary Shares of 50 kobo each were beneficially held as follows:

Shareholder	Ordinary Shares held	Shareholding (%)
SFE	19,791,544,339	99.26
Other Shareholders	147,305,012	0.74
<b>Total</b>	<b>19,938,849,351</b>	<b>100.00</b>

As at 31 December 2019, except as stated above, no other shareholder held more than 5% of the issued share capital of the Company.

## 9. APPENDIX II – STATUTORY AND GENERAL INFORMATION

### 9.4 DISCLOSURE OF DIRECTORS' INTERESTS

The interests of the Directors in the issued share capital of the Company as recorded in the Register of Directors' Interests or as notified by them for the purpose of section 275 (1) of CAMA as at 31 December 2019 are as follows:

Director	Direct holding	Indirect holding	Total shares	Shareholding (%)
Mr. Fola Adeola	-	-	-	-
Mr. Olasunkanmi Adekeye	144,000	-	144,000	0.00%
Mr. Owolabi Salami	-	-	-	-
Mr. Ayodele Akande	200,000	-	200,000	0.00%
Mr Coenraad Vrolijk	-	-	-	-
Mr Anuj Agarwal	-	-	-	-
Ms Adeolu Adewumi-Zer	-	-	-	-
Mr. Dickie Ulu	-	-	-	-

### 9.5 SUBSIDIARIES, JOINT VENTURES AND ASSOCIATED COMPANIES

As at 31 December 2019, the Company had no subsidiaries, Joint Ventures or Associated companies.

### 9.6 EXTRACTS FROM THE MEMORANDUM AND ARTICLES OF ASSOCIATION OF ALLIANZ NIGERIA

#### SHARES

7. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof), any equitable, contingent, future or partial interest in any share except an absolute right to the entirety thereof in the registered holder.

#### TRANSFER AND ALLOTMENT OF SHARES

21. The instrument of transfer of a share shall be executed by or on behalf of the transferor and transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register of Members in respect thereof.
22. Any member may transfer all or any of his shares by instrument in writing in any usual or common form or any other form which the Directors may approve and unless and until otherwise provided by statute, such transfer shall be signed by the transferee and by or on behalf of the transferor.
25. The Directors may also decline to recognise any instrument of transfer unless:
- the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer; and
  - the instrument of transfer is in respect of only one class of shares
26. If the Directors refuse to register a transfer, they shall within one month after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal.
27. The registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine, provided always that such registration shall not be suspended for more than thirty days in any year.

## 9. APPENDIX II – STATUTORY AND GENERAL INFORMATION

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### TRANSMISSION OF SHARES

28. In the case of the death of a Member, the survivor or survivors where the deceased was a joint holder, and the legal personal representatives of the deceased where he was a sole holder, shall be the only person recognised by the Company as having any title to his interest in the shares, but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.
29. Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member may, upon such evidence being produced as may from time to time be required by the Directors, and subject as hereinafter provided elect either to be registered himself as holder of the share to have some person nominated by him registered as the transferee thereof, but the Directors shall in either case, have the same right to decline or suspend registration before his death or bankruptcy, as the case may be.
30. If the person so becoming entitled shall elect to be registered himself, he shall give to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have another person registered, he shall testify his election by executing to that person a transfer of the share. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer signed by that Member.
31. A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall be entitled to, and may give a discharge for, any dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a Member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.

### ALTERATION OF CAPITAL

43. The Company may from time to time whether all the shares for the time being authorised shall have been issued or all the shares for the time being issued shall have been fully called up or not, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount as the resolution shall prescribe.
44. Subject to any direction to the contrary that may be given by the company in general meeting, all new shares shall before issue be offered to the existing members in proportion as nearly as circumstances admit, to the amount of their respective shareholdings. The offer shall be made by notice specifying the number of shares offered and limiting a time being not less than 28 days within which the offer if not accepted will be deemed to be declined and after the expiration of that time or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may dispose of the same in such manner as they think most beneficial to the Company. The Directors may likewise so dispose of any new shares which by reason of the ratio, which the new shares bear to the shares by the existing members, cannot in the opinion of the Directors be conveniently offered under these Articles.
45. The Company may by Ordinary Resolution:
  - a. consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
  - b. sub-divide its existing shares, or any of them into shares of smaller amount than is fixed by its Memorandum of Association subject nevertheless, to the provisions of Section 100 (1) (a) & (c) of the Act. Subject to these Articles the resolution by which any shares are sub-divided may determine that, as between the holders of the shares resulting



## 9. APPENDIX II – STATUTORY AND GENERAL INFORMATION

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from such sub-division one or more of such shares may be given any preference or advantage over the others or any such shares.

- c. cancel any shares, which at the date of the passing of the resolution, have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the amount of its shares so cancelled.
46. The Company may by Special Resolution reduce its share capital (including the Capital Redemption Reserve Fund, if any or any Share Premium Account) in any manner authorised by law, but with and subject to any incident authorised or consent required by law.

### GENERAL MEETINGS

47. The Company shall in each calendar year hold a general meeting as its Annual General Meeting in addition to any other meetings in that year and shall specify the meeting as such in the notice calling it and not more than fifteen months shall elapse between the date of once Annual General Meeting of the Company and that of the next. The Annual General Meeting shall be held at such time and place as the Directors shall appoint.
48. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings, and all such meetings shall be held in Nigeria.
49. The Directors may whenever they think fit, convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened by such requisitions, as provided by Section 215 (2) of the Act. If at any time there are not within Nigeria sufficient Directors capable of acting to form a quorum at a meeting of Directors, any Director within Nigeria or any two members may convene an Extraordinary General Meetings in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

### NOTICE OF GENERAL MEETINGS

50. An Annual General Meeting and a meeting called for the passing of a special resolution shall be called by twenty-one days' notice in writing at the least and a meeting for the passing of a special resolution shall also be called by twenty-one days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and on the day for which it is given and shall specify the place, the day and the hour of the meeting and in case of special business, the general nature of that business and shall be given, in the manner hereinafter mentioned or in such other manner, if any as may be prescribed by the Company in General Meetings to such persons as are under the regulations of the Company, entitled to receive such notice.

Provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it is so agreed:

- a. In the case of a Meeting called as the Annual General Meeting, by all Members entitled to attend and vote thereat; and
  - b. In the case of any other Meeting by a majority in number of the members having a right to attend and vote at the Meeting, being a majority together holding not less than 95 percent in nominal value of the shares giving that right
51. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

52. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also that is transacted of an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, election of Directors in the place of those retiring and the appointment of and the fixing of the remuneration of the auditors.
53. Save as herein otherwise provided four members present in person or by proxy, shall be a quorum and no business shall be transacted at any general meetings unless a quorum of members is present at the time when the meeting proceeds to business.
54. If within half an hour from the time appointed for the meeting, a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Directors may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.
55. The Chairman, if any of the Board of Directors shall preside as Chairman at every General Meeting of the Company, or if there is no such Chairman, or if he shall not be present within fifteen minutes after the time appointed for the holding of the meeting, or is unwilling to act, the Directors present shall elect one of their member to be Chairman of the meeting.
56. If at any meeting no Director is willing to act as Chairman, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the Members present shall choose one of their members to be Chairman of the meeting.
57. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting shall be given as in the case of an original meeting, save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
58. At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is demanded:
- a. By the Chairman; or
  - b. By at least three members present in person or by proxy; or
  - c. By a member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
  - d. By a member or members holding shares in the company, conferring a right to vote at the meeting, being shares on which an aggregate sum has been paid up on all the shares conferring that right

Unless a poll be so demanded, a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority or lost, and in entry to that effect in the book containing the minutes of the proceedings of the company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

## 9. APPENDIX II – STATUTORY AND GENERAL INFORMATION

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The demand for a poll may be withdrawn before or on the declaration of the result of the show of hand.

59. Except as provided in Article 62, if a poll is duly demanded, it shall be taken in such manner as the Chairman directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
60. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place, or at which the poll is demanded, shall be entitled to a second or casting vote.
61. A poll demanded on any questions shall be taken at such time as the Chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll. No poll shall be demanded on the election of Chairman or on the question of adjournment of the meeting.

### VOTING OF MEMBERS

62. Subject to any rights for the time being attached to any class or classes of shares, on a show of hands, every member present in person or by proxy shall have one vote and on a poll every member shall have one vote for each share of which he is the holder.
63. In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and for this purpose, seniority shall be determined by the order in which the name stand in the Register of members.
64. A member of unsound mind or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, receiver, curator bonis, or other person may on a poll, vote by proxy.
65. No member shall be entitled to vote at any General Meeting unless all calls or other sums presently payable by him in respect of shares in the Company has been paid.
66. No objection shall be raised to the qualifications of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting whose decision shall be final and conclusive.
67. Votes may be given either personally or by proxy.
68. The instrument appointing a proxy shall, be in writing under the hand of the appointor or of his attorney duly authorised in writing, or, if the appointor is a corporation, either under seal, or under the hand of an officer, or attorney authorised. A proxy need not be a member of the Company.
69. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy of that power or authority, shall be deposited at the Office or at such other place as is specified for that purpose in the notice convening the meeting, before or at the time for holding the meeting or adjourned meeting, at which the person named in the instrument proposes to vote or, in the case of a poll, not less than 48 hours before the time appointed for the taking the poll, and in default the instrument of proxy shall not treated as valid.
70. An instrument appointing a proxy shall be in such form as the Directors may approve from time to time.

## 9. APPENDIX II – STATUTORY AND GENERAL INFORMATION

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71. The instrument appointing a proxy shall be deemed to confer authority to demand or jointly demanding a poll.
72. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the share in respect of which the proxy is given, provided that no intimation in writing of such death, insanity, revocation or transfer as aforesaid shall have been received by the company at the office before the commencement of the meeting or adjourned meeting at which the proxy is used

### 9.7 MATERIAL CONTRACTS

1. Financial Advisory Services Agreement between Stanbic IBTC Capital Limited and Allianz Nigeria which sets out the terms and conditions under which Stanbic IBTC Capital Limited has agreed to act as Financial Adviser to Allianz Nigeria in respect of the Scheme.

Other than as stated above, Allianz Nigeria has not entered into any material contract except in the ordinary course of business.

### 9.8 CLAIMS AND LITIGATION

Allianz Nigeria in the ordinary course of business is presently involved in 11 (Eleven) cases. 2 (two) of which were instituted against the Company. The contingent liabilities in respect of pending litigation and claims is estimated at ₦269,527,655 (Two Hundred and Sixty-Nine Million, Five Hundred and Twenty-Seven Thousand, Six Hundred and Fifty-Five Naira) as at 13 January 2020. The sum of ₦441,335,908.90 (Four Hundred and Forty-One Million, Three Hundred and Thirty-Five Thousand, Nine Hundred and Eight Naira, Ninety Kobo) is also being counterclaimed against the Company in one of the cases instituted by it.

The Board of Directors is of the opinion that the aforementioned cases are not likely to have any material adverse effect on the Company or the Scheme and are not aware of any other pending and/or threatened claims or litigation, which may have material adverse effects on the Scheme.

### 9.9 INDEBTEDNESS

As at 31 December 2019, Allianz Nigeria had no outstanding debentures, mortgages, loans, charges or similar indebtedness or material contingent liabilities or other similar indebtedness, other than those incurred in the ordinary course of business.

### 9.10 CONSENTS

The following have given and have not withdrawn their written consents to the issue of this Scheme Document in the form and context in which they appear herein:

<b>Directors of the Company</b>	Fola Adeola Olasunkanmi Adekeye Owolabi Salami Ayodele Akande Coenraad Vrolijk Anuj Agarwal Adeolu Adewumi-Zer Dickie Ulu	Chairman Managing Director Executive Director Non-Executive Director Non-Executive Director Non-Executive Director Non-Executive Director Non-Executive Director
<b>Company Secretary</b>	Abimbola Alabi	
<b>Financial Adviser</b>	Stanbic IBTC Capital Limited	
<b>Solicitors</b>	Aluko & Oyebode	
<b>Fairness Opinion Adviser</b>	KPMG Professional Services	
<b>Stockbroker</b>	Stanbic IBTC Stockbrokers Limited	

## **9. APPENDIX II – STATUTORY AND GENERAL INFORMATION**

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<b>Scrutineer</b>	PricewaterhouseCoopers
<b>Registrar</b>	Greenwich Registrars & Data Solutions Limited

### **9.11 GENERAL INFORMATION**

1. Except as otherwise disclosed, there is no agreement, arrangement or understanding between Allianz Nigeria or any person acting in concert with Allianz Nigeria and the Core Shareholder in relation to the Scheme.
2. Except as otherwise disclosed in this Scheme Document:
  - a. No share or loan capital of Allianz Nigeria is under option nor agreed conditionally or unconditionally to be put under option;
  - b. No share or loan capital of Allianz Nigeria within two years prior to the date of this document has been issued or agreed to be issued by the Company; and
  - c. No commissions, discounts, brokerages or other special terms have been granted by Allianz Nigeria to any person in connection with the issue or sale of any such capital.
3. Save as disclosed herein, the Directors of Allianz Nigeria have not been informed of any holding representing 5% or more of the issued share capital of Allianz Nigeria.
4. Except as disclosed herein, there are no founders', management or deferred shares or any options outstanding in Allianz Nigeria.
5. There are no material service agreements between Allianz Nigeria or any of its Directors and employees other than in the ordinary course of business.
6. There are no contracts which are or may be material, entered into by Allianz Nigeria with other parties other than in the ordinary course of business.

### **9.12 DOCUMENTS AVAILABLE FOR INSPECTION**

Copies of the following documents may be inspected at the offices of Stanbic IBTC Capital Limited at I.B.T.C. Place, Walter Carrington Crescent, Victoria Island, Lagos during normal business hours on any Business Day, until the Effective Date.

- I. The Certificate of Incorporation of Allianz Nigeria;
- II. The Memorandum and Articles of Association of Allianz Nigeria;
- III. The order of the Court convening the meeting of the holders of the ordinary shares of the Company;
- IV. The audited financial statements of Allianz Nigeria for each of the preceding five years from 31 December 2014 to 31 December 2018;
- V. Schedule of Claims & Litigation referred to on page 36 of Appendix II; and
- VI. The notarised consent letters referred to on page 36 of Appendix II.

## 10. APPENDIX III – FURTHER INFORMATION REGARDING SOCIÉTÉ FONCIERE EUROPEENNE B.V.

### 10.1 RESPONSIBILITY STATEMENT

The information contained in this document in relation to the SFE has been supplied by the Company. The Directors of the SFE have taken all reasonable care to ensure that the facts stated and opinions expressed in this document with regard to the Company, are all fair and accurate and, having made all reasonable enquiries, confirm that to the best of their knowledge and belief as at the date of this Scheme Document, no material facts concerning the Company have been omitted from this Scheme Document. The Board of Directors hereby accept responsibility for the information provided.

### 10.2 INCORPORATION AND SHARE CAPITAL HISTORY

SFE is a Dutch private limited liability company registered with the Chamber of Commerce Business Register under establishment number 000019972180, with its registered office at Keizersgracht 484, 1017EH Amsterdam, The Netherlands. SFE was established on 14 August 1991 with a capitalisation of €5,355,000. All shares in the company are held by Allianz Europe B.V. which is a wholly owned subsidiary of Allianz SE and is based in Amsterdam, The Netherlands.

Allianz SE is a public company incorporated under the laws of the European Union and Germany headquartered in Munich, Germany. Allianz is the ultimate parent company of the Allianz Group and the ultimate holding company of one of the world's largest financial services groups, with a presence in over 70 countries and over 86 million retail and corporate clients worldwide, active in the insurance and asset management sectors.

### 10.3 BENEFICIAL OWNERSHIP

SFE has a nominal share capital of €26,773,000 comprising 26,773 ordinary shares of €1,000 each and an issued share capital of €5,355,000 comprising 5,355 ordinary shares of €1,000 each.

As at 31 December 2019, SFE had only one shareholder owning 100% of its total share capital as shown below:

Shareholder	Ordinary Shares held	% Shareholding
Allianz Europe B.V.	5,355	100

### 10.4 DISCLOSURE OF DIRECTORS' INTERESTS

The Directors of SFE have no beneficial interest in the issued share capital of the company as at 31 December 2019.

### 10.5 SUBSIDIARIES AND ASSOCIATED COMPANIES

Details of SFE's subsidiaries are as follows as at 31 December 2019:

Subsidiaries	%
Allianz Nigeria Insurance PLC	99.26
Allianz Life Insurance Company of Ghana Ltd	44.44
Elton Investments S.á.r.l.	5.50

## 11. APPENDIX IV - NOTICE OF COURT-ORDERED MEETING

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IN THE FEDERAL HIGH COURT OF NIGERIA  
HOLDEN AT LAGOS

SUIT NO. FHC/L/CS/454/2020

IN THE MATTER OF THE COMPANIES AND ALLIED MATTERS ACT, 1990, CAP C20 LAWS  
OF THE FEDERATION OF NIGERIA 2004

AND

IN THE MATTER OF AN APPLICATION UNDER SECTION 539 THEREOF

IN RE: ALLIANZ NIGERIA INSURANCE PLC (RC 234883) AND HOLDERS OF ITS FULLY PAID  
ORDINARY SHARES

MEETING OF THE HOLDERS OF THE FULLY PAID ORDINARY SHARES OF ALLIANZ NIGERIA  
INSURANCE PLC

**NOTICE IS HEREBY GIVEN** that by an Order of the Federal High Court (hereinafter referred to as the “**Court**”) dated 04 June 2020, made in the above matter, the Court has directed that a meeting of the holders of the fully paid up ordinary shares of Allianz Nigeria Insurance PLC (hereinafter referred to as “the “**Company**”) be convened for the purpose of considering, and if thought fit, approving, (with or without modification), a Scheme of Arrangement proposed to be entered into between the Company and the holders of its fully paid ordinary shares (the “**Scheme**”).

A copy of the said Scheme and a copy of the Explanatory Statement that each shareholder of the Company is required to be furnished with pursuant to Section 540 of the Companies and Allied Matters Act can be found on pages 21 to 25 and pages 10 to 16 of the Scheme Document, respectively.

The meeting of the shareholders of the Company will be held on the 4th day of September 2020 at 10am. Shareholders will be able to live stream the meeting via a link that will be made available on the Company’s website at [www.allianz.ng](http://www.allianz.ng). Registration of shareholders will commence three (3) hours before the scheduled time of the meeting.

At the meeting, the following sub-joined resolutions will be proposed and if thought fit passed as a special resolution of the Company:

1. *“That the Scheme of Arrangement dated 04 June 2020, a print of which has been submitted to the meeting and for the purposes of identification subscribed by the Chairman, be and is hereby approved, and that the Directors be and are hereby authorised to consent to any modifications of the Scheme of Arrangement that the Federal High Court or any regulatory authority may deem fit to impose or approve or that may otherwise be required.”*
2. *“That for the purpose of giving effect to the Scheme in its original form or with, (or subject to), such modification, addition and condition agreed between the Company and the holders of its fully paid ordinary shares and/or approved or imposed by the Federal High Court or any regulatory authority:*
  - a. *The Scheme Shares (as defined in the Scheme Document) be transferred to Société Foncière Européenne B.V. without further act or deed.*
  - b. *The holders of the Scheme Shares be paid the Scheme Consideration (as defined in the Scheme Document) for the transfer of the said Scheme Shares.*
3. *“That as consideration for the transfer of the Scheme Shares, each holder of the Scheme Shares shall receive the sum of ₦1.50 per share”*

## 11. APPENDIX IV - NOTICE OF COURT-ORDERED MEETING

4. *“That conditionally upon the Scheme becoming effective, the ordinary shares of the Company be de-listed from the NASD OTC Securities Exchange”.*
5. *“That the Board of Directors of the Company be and is hereby authorised to take all necessary steps and to consent to any modifications of the Scheme of Arrangement that the Federal High Court or any regulatory authority may deem fit to impose or approve, or that may otherwise be required.”*

### Effect of the Scheme

Following the implementation of the Scheme, the Scheme Shares will be transferred to the Core Shareholder and the entire issued ordinary share capital of Allianz Nigeria will be held by the Core Shareholder. The Company will be delisted from the NASD and re-registered as a private limited liability company pursuant to the relevant provisions of CAMA.

The interests of the Directors in the issued share capital of the Company as recorded in the Register of Directors' Interests at 31 December 2019 are as follows:

Director	Total shares	%
Mr Fola Adeola	-	-
Mr Olasunkanmi Adekeye	144,000	0.00 %
Mr Owolabi Salami	-	-
Mr Ayodele Akande	200,000	0.00 %
Mr Coenraad Vrolijk	-	-
Mr Anuj Agarwal	-	-
Ms Adeolu Adewumi-Zer	-	-
Mr Dickie Ulu	-	-

The effect of the Scheme will be the same for all shareholders, including Directors who are shareholders of the Company.

By the said Order, the Court has appointed the Chairman of the Board of Directors of the Company, Mr Fola Adeola, or failing him, Mr Owolabi Salami, or failing them both any other director appointed in their stead by the shareholders present at the meeting to act as Chairman of the said meeting and has directed the Chairman to report the results thereof to the Court.

### Voting at the meeting will be by poll

Pursuant to the Court Order, in the interest of public safety and having due regard to the Nigeria Centre for Disease Control (“NCDC”) COVID-19 Guidance for Safe Mass Gatherings in Nigeria, and the restrictions on public gatherings by the Lagos State Government, shareholders can only attend the meeting physically through a proxy. A proxy may be selected from any of the following individuals: Mr Fola Adeola, Mr Bolaji Balogun and Mr Dickie Ulu (the “Selected Proxies”).

The Selected Proxies are to attend the meeting physically and vote on their own behalf as well as on behalf of the shareholders who selected them as proxies. Other shareholders can join the meeting and follow the proceedings remotely via real-time streaming options which have been provided in this notice. Shareholders will also be able to vote electronically via a USSD platform. The details of the options available to shareholders have been provided below in this notice and will also be provided on the Company’s website at [www.allianz.ng](http://www.allianz.ng). Shareholders may also participate at the meeting through any audio/visual communication facilities made available by the Company. Shareholders who have appointed any of the Selected Proxies and have given the proxy voting instructions can participate and attend the meeting online but will not be able to vote through USSD once their proxy votes on their behalf.

Shareholders who elect to vote by themselves during the meeting would do so through the use of a USSD code which will be made available on the Company’s website at [www.allianz.ng](http://www.allianz.ng) ahead of the COM. Only shareholders whose numbers have been provided to the Registrar would be able to vote on their behalf with the USSD code during the meeting.



## 11. APPENDIX IV - NOTICE OF COURT-ORDERED MEETING

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Where a shareholder who has appointed a proxy attends the meeting remotely and elects to vote through the channels provided by the Company and not through the appointed proxy, such shareholder must communicate to the Registrar prior to the commencement of the meeting by forwarding an email to [proxy@gtlregistrars.com](mailto:proxy@gtlregistrars.com) at least 48 hours before the meeting.

**Further instructions on the procedure for the USSD voting is contained in the Notes below**

A Proxy Form is being sent to each shareholder. In the case of joint shareholders, the vote of the senior holder who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the votes of the other joint holders; and for this purpose, seniority will be determined by the order in which their names stand in the Register of Members of Allianz Nigeria.

It is requested that duly executed Proxy Forms (together with any power of attorney or other authority under which it is signed, or a notarised copy of such power of attorney or other authority) be lodged at the office of Greenwich Registrars & Data Solutions Limited, as shown on the Proxy Form, not less than 48 hours before the time appointed for the Court-Ordered Meeting.

The Company has also made arrangements at its cost, for the stamping of the duly completed and signed Proxy Forms submitted to the Company's Registrars within the stipulated time. Shareholders are therefore encouraged to submit the Proxy Form well ahead of the meeting on or before 5pm on 02 September 2020.

**A member entitled to attend the Court-Ordered Meeting who does not receive a copy of the Scheme Document within 14 days of the date of this notice can obtain copies of same from the Registrar of Allianz Nigeria, Greenwich Registrars & Data Solutions Limited, 274, Murtala Muhammed Way, Yaba or on the Company's website at [www.allianz.ng](http://www.allianz.ng).**

### **Closure of Register of Members**

The Register of Members will be closed from 17 August of 2020 for the purpose of determining attendance at the Court-Ordered Meeting.

**DATED 07 AUGUST 2020**

**ALUKO & OYEBODE**  
**SOLICITORS TO ALLIANZ NIGERIA**  
**INSURANCE PLC**  
1 MURTALA MUHAMMED DRIVE  
IKOYI  
LAGOS

**ABIMBOLA ALABI**  
**COMPANY SECRETARY, ALLIANZ**  
**NIGERIA INSURANCE PLC**  
307 ADEOLA ODEKU STREET  
VICTORIA ISLAND  
LAGOS

### **NOTES:**

1. In view of the outbreak of the COVID-19 pandemic and the social distancing guidelines issued by the NCDC and the Office of the Secretary to the Government of the Federation (the "Guidelines"), the Company has obtained the sanction of the Court to hold the Court-Ordered Meeting in a manner which is compliant with the Guidelines. Accordingly, pursuant to the Order of the Court, the Court-Ordered Meeting may be held, conducted and attended in any manner which the Directors deem fit including through proxies appointed from a list of proxies designated by the Board, or participation by telephone or other electronic means or such other virtual or audio/visual communication facilities as the Directors may deem fit. Specifically, the Court granted an order stating that members of the Company shall be at liberty to attend the meeting by proxy.
2. Shareholders may vote at the Court-Ordered Meeting through the following channels:
  - a. Through their appointed proxies from the list of proxies designated by the Board. The list of proxies may be found on the Company's website and on the Proxy Form attached

## 11. APPENDIX IV - NOTICE OF COURT-ORDERED MEETING

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to this Notice. The Selected Proxies are encouraged to comply with relevant public health advice in order to protect the health of others;

- b. Using the USSD code which will be made available on the Company's website at [www.allianz.ng](http://www.allianz.ng). The USSD code would be activated shortly before the commencement of voting at the meeting. Further instructions on voting would be given during the meeting after the USSD code has been activated.
3. Only Shareholders whose mobile phone numbers have been provided to the Company would be able to vote at the meeting. Shareholders who wish to update their records with the Company may do so by sending an email to the Registrar at this address: [info@gtlregistrars.com](mailto:info@gtlregistrars.com). Shareholders wishing to update their records must notify the Registrar at least ten (10) days prior to the date of the COM.

Results of the voting on the resolutions of the COM will be published on the Company's website within twenty-four (24) hours and subsequently in two (2) newspapers of national circulation.

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# PROXY FORM

## PROXY FORM FOR THE PROPOSED SCHEME OF ARRANGEMENT BETWEEN ALLIANZ NIGERIA INSURANCE PLC AND HOLDERS OF ITS ORDINARY SHARES OF 50 KOBO EACH



I/We,

**Shareholder's Name:** .....

**Address:** .....

**Account Number:** .....

**No of shares held:** .....

being the registered holder(s) of the ordinary shares of

**Allianz Nigeria Insurance PLC,**

hereby appoint\* .....

or failing him/her .....

as my/our proxy to vote on my/our behalf at the Court-ordered Meeting of the holders of the ordinary shares of the Company to be held by 10am on 04 September 2020 or at any adjournment thereof.

Signed this..... day of.....2020

Shareholder's Signature .....

**NOTES:**

- A member (shareholder) who is unable to attend the Court-Ordered Meeting is allowed by law to vote by proxy and this proxy form has been prepared to enable you to exercise your right to vote in case you cannot personally attend the meeting.
- Shareholders are required to appoint a proxy of their choice from the list of proxies below:
  - Mr Fola Adeola
  - Mr Bolaji Balogun
  - Mr Dickie Ulu
- Provision has been made on this form for you to insert in the blank spaces, the names of the persons, one of whom will attend the Meeting and vote on your behalf.
- Voting at the Court-Ordered Meeting will be by poll which means that each shareholder has one vote for each of the shares he/she/it holds in Allianz Nigeria Insurance PLC.
- Please sign and post the Proxy Form so as to reach the registrar not less than 48 hours before the time appointed for the Court-Ordered Meeting and ensure that the Proxy Form is dated and signed. If executed by a corporate body, the Proxy Form should be sealed with the Common Seal.
- The Company has made arrangements, at its cost, for the stamping of the duly completed and signed proxy forms submitted to the Registrars within the stipulated time
- The details in the Scheme of Arrangement provide information on the material features of the proposed Scheme and the general effect thereof upon the rights of shareholders of Allianz Nigeria Insurance PLC whilst also providing information essential to a shareholder's appraisal of the action to be taken with regards to the Scheme.

**IF YOU ARE UNABLE TO ATTEND, PLEASE:**

- Write the name of your proxy (if any) where marked\*
- Ensure that the form is signed by you and your proxy
- Return the Proxy Form to reach the address shown overleaf not less than 48 hours before the time for holding the Meeting.

**SPECIAL RESOLUTIONS**

*"At the Court-Ordered Meeting, the following sub-joined resolutions will be proposed and if thought fit passed as a special resolution of the Company*

- "That the Scheme of Arrangement dated 12 March 2020, a print of which has been submitted to the meeting and for the purposes of identification subscribed by the Chairman, be and is hereby approved, and that the Directors be and are hereby authorised to consent to any modifications of the Scheme of Arrangement that the Federal High Court or any regulatory authority may deem fit to impose or approve or that may otherwise be required."*
- "That for the purpose of giving effect to the Scheme in its original form or with, (or subject to), such modification, addition and condition agreed between the Company and the holders of its fully paid ordinary shares and/or approved or imposed by the Federal High Court or any regulatory authority:*
  - The Scheme Shares (as defined in the Scheme Document) be transferred to Société Foncière Européenne B.V. without further act or deed.*
  - The holders of the Scheme Shares be paid the Scheme Consideration (as defined in the Scheme Document) for the transfer of the said Scheme Shares.*
- "That as consideration for the transfer of the Scheme Shares, each holder of the Scheme Shares shall receive the sum of ₦1.50 per share".*
- "That conditionally upon the Scheme becoming effective, the ordinary shares of the Company be de-listed from the of NASD OTC Securities Exchange."*
- "That the Board of Directors of the Company be and is hereby authorised to take all necessary steps and to consent to any modifications of the Scheme of Arrangement that the Federal High Court or any regulatory authority may deem fit to impose or approve, or that may otherwise be required."*

FOR	AGAINST

Please indicate how you wish your vote to be cast on the sub-joined resolution set out above by placing an "x" in the appropriate box. Unless otherwise instructed, the proxy will vote or abstain from voting at his discretion.

**Please affix  
postage  
stamp**

Greenwich Registrars & Data  
Solutions Limited  
274, Murtala Muhammed Way  
Yaba  
Lagos