

DEED OF CORPORATE GUARANTEE

BY

**[•]
(GUARANTOR)**

IN FAVOUR OF

ALL ON PARTNERSHIPS FOR ENERGY ACCESS LIMITED BY GUARANTEE

G. ELIAS

THIS DEED OF CORPORATE GUARANTEE ("THIS DEED") IS MADE THIS ____ DAY OF _____, 2022

IN CONSIDERATION of All On Partnerships for Energy Access Limited by Guarantee (the "Investor") subscribing to the Notes pursuant to the Note Instrument (the "Notes Instrument") dated on or about the dated of this Deed and made between [●] (as the "Issuer") and the Investor:

Capitalised terms used but not defined in this Deed shall have their respective meanings given to them in the Note Instrument

1. [●] a limited liability company incorporated and validly existing under the laws of the Federal Republic of Nigeria, with its registered office at [●] (the "Guarantor"), hereby irrevocably and unconditionally, guarantees to the Investor on behalf of the Issuer and for the benefit of the Investor, the full and punctual payment upon first written demand, of all indebtedness of the Issuer now or hereafter at any time existing, including interest, fees or other related expenses and amounts payable to the Investor under the Transaction Documents (collectively, the "Secured Obligations"). For the purposes of this Deed, reference to Transaction Documents is to the Note Instrument and any other agreement relating to the obligations under the Note Instrument including the Security Documents. The Guarantor further agrees to pay all costs and expenses incurred by the Investor in enforcing its rights under this Deed.
2. The obligations of the Guarantor under this Deed relating to the Transaction Documents shall be absolute, direct and unconditional, shall not be reduced by the Guarantor's claims against the Issuer and shall be enforceable without regard to any vitiating circumstances, including, but not limited to any or all of the following:
 - 2.1 release, extension or modification of the Secured Obligations by the Investor;
 - 2.2 failure by the Investor to give any notice to the Guarantor;
 - 2.3 failure or inability of the Investor to enforce its rights against the Issuer;
 - 2.4 any delay on the Investor's part in exercising its rights against the Issuer or under this guarantee;
 - 2.5 discharge of the Issuer in bankruptcy, insolvency or other legal proceedings;
 - 2.6 any alleged or purported misrepresentation or non-disclosure of any facts or circumstances, whether deemed to be material or otherwise, by the Investor or the Issuer, or any alleged mistake of any facts, whether material or otherwise, on the part of the Guarantor; or
 - 2.7 any other circumstances which might constitute a defence available to or a discharge of the Issuer or the Guarantor.
3. All payments which the Guarantor is required to make under this Deed shall be made without any set-off, counterclaim, deduction or condition, free and clear of

withholding taxes, including any interest and penalties. The Guarantor agrees that if any taxes are imposed on any payment, the amount of the payment shall be increased so that the net after tax is the amount, which would otherwise be due hereunder.

In addition, if any controls and approvals are introduced during the validity of this guarantee, the Guarantor agrees to obtain the required approvals.

4. The Guarantor represents and warrants that the execution, delivery and performance by the Guarantor of this guarantee are within the powers of the Guarantor and do not contravene any law or contractual restriction binding on the Guarantor; that this guarantee is a valid and legally binding obligation of the Guarantor; enforceable in accordance with its terms and that neither the Guarantor nor any of his property has any immunity from jurisdiction of any court or from any legal process. The Guarantor agrees and states that this guarantee is given for valuable consideration offered by the Investor. The Guarantor hereby represents that it has obtained the authorisation of its Board of Directors to enter into this Deed.
5. The Guarantor shall not be subrogated to any rights of the Investor unless and until the Investor has received full payment of all the Secured Obligations. This guarantee shall be governed by the laws of the Federal Republic of Nigeria.
6. The Guarantor hereby agrees to indemnify the Investor against any defect whatsoever and howsoever arising from these representations and/or warranties. The Guarantor agrees with the Investor that if the Secured Obligation is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Investor immediately on demand against any cost, loss or liability it incurs as a result of the Issuer not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Transaction Document on the date when it would have been due.
7. This is a continuing, independent and separate guarantee and shall regardless of any intermediate payment of discharge in whole or part of the Secured Obligations, remain in full force and effect until all the Secured Obligations under the Transaction Documents have been discharged in full in accordance with the relevant Transaction Documents.
8. Guarantor waives any right it may have of first requiring the Investor (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person, including the Issuer, before claiming from the Guarantor under this Deed.
9. The Investor may assign or otherwise transfer its interests in the obligations to its Affiliates, successors, transferees, assigns or any other person or entity, and such assigns or persons shall thereupon become vested with all the rights in respect thereof granted to the Investor herein or otherwise.

10. A demand in writing hereunder by the Investor or on its behalf to the Guarantor shall be deemed to have been sufficiently given if sent by (a) post or by leaving same at the address of the Guarantor or (b) e-mail or other electronic form to the “Address for Notice” specified below the Guarantor’s name on the signature block below.

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IN WITNESS whereof the parties have caused their common seal to be affixed hereto the day and year first above written.

The Common Seal OF THE)
GUARANTOR, [.] WAS HEREUNTO)
AFFIXED IN THE PRESENCE OF:)

COMMON SEAL

DIRECTOR

DIRECTOR/SECRETARY

Address for Notices: [•]
Attn: [•]
Telephone: [•]
Facsimile No.: [•]
E-mail Address: [•]

**ALL ON PARTNERSHIPS FOR ENERGY
ACCESS LIMITED BY GUARANTEE**
as INVESTOR

Signature:

Name:

Position:

Date: