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[This Pricing Supplement and the securities, which it offers, has been registered by the Securities and Exchange Commission ("SEC" or the "Commission)].

The ISA provides for civil and criminal liabilities for the issue of a prospectus, which contains false or misleading information. The registration of this Pricing Supplement and the Securities, which it offers, does not relieve the parties of any liability arising under the Act for false or misleading statements or for any omission of a material fact in this Pricing Supplement.

Investors may confirm the clearance of the prospectus and registration of the securities with the Securities & Exchange Commission by contacting the Commission on sec@sec.gov.ng or +234(0)94621100; +234(0) 94621168.



RC 1079631

**FCMB GROUP PLC
OFFER FOR SUBSCRIPTION
(BY WAY OF A BOOK BUILD)
OF**

**₦26,000,000,000 SERIES II: PERPETUAL 16% FIXED RATE RESETTABLE NC5.25 ADDITIONAL TIER 1 SUBORDINATED BONDS
(OFFERED TO QUALIFIED INSTITUTIONAL INVESTORS AND HIGH NET WORTH INVESTORS)**

UNDER THE ₦300,000,000,000 DEBT ISSUANCE PROGRAMME

Book Opens: 3 OCTOBER, 2023

Book Closes: 16 OCTOBER, 2023

This Pricing Supplement has been prepared pursuant to Rules 279(3)(6)(b), 280 and 321 of the Rules and Regulations of the Securities & Exchange Commission (the "Commission" or "SEC") (as amended) and the listing requirements of FMDQ Securities Exchange ("FMDQ Exchange"), and the rules and regulations of the Nigerian Exchange Limited ("NGX") in connection with the issuance of ₦26,000,000,000 (Twenty-Six Billion Naira) Bonds under the ₦300,000,000,000 Debt Issuance Programme established by FCMB Group Plc (the "Issuer"). This Pricing Supplement is supplemental to, and should be read in conjunction with, the Shelf Prospectus dated February 16, 2023. Terms defined in the Shelf Prospectus have the same meaning when used in this Pricing Supplement. A copy of this Pricing Supplement has been delivered to the Commission for registration.

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

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

This Pricing Supplement contains particulars in compliance with the requirements of the Commission and all applicable laws, and the listing requirements of the NGX, FMDQ Exchange and National Association of Securities Dealers ("NASD") over-the-counter market, for the purpose of giving information with regard to the Securities being issued hereunder (the "Series II Bonds" or "Bonds"). **An application has been made to both the NGX and FMDQ Exchange for the admission of the Bonds to the Daily Quotations List and the Daily Official List, respectively.** The Bonds now being issued will upon admission to the exchange qualify as a security in which Trustees may invest under the Trustee Investments Act (Cap T22) Laws of the Federation of Nigeria, 2004. The Bonds also qualify as a security under Section 20(1)(g) of the Personal Income Tax Act, Cap P8, LFN, 2004 (as amended) as well as Section (19)(2) of the Companies Income Tax Act Cap C21, LFN, 2004 (as amended).

The Issuer and the Board of Directors of the company accept full responsibility for the accuracy of the information contained in this Pricing Supplement and declare that having taken reasonable care to ensure that such is the case, the information contained in this Pricing Supplement is, to the best of its knowledge, in accordance with the facts and does not omit anything likely to affect the import of such information and that save as disclosed herein, no other significant new factor, material mistake or inaccuracy relating to the information included in the Shelf Prospectus as amended and/or supplemented from time to time has arisen or has been noted, as the case may be, since the publication of the Shelf Prospectus as amended and/or supplemented from time to time. It is a civil wrong and a criminal offence under the ISA to issue a Prospectus which contains false or misleading information. Investors are advised to note that liability for false or misleading statements or acts made in connection with this Pricing Supplement is provided for in sections 85 and 86 of the ISA.

LEAD ISSUING HOUSE/BOOK RUNNER



CHAPEL HILL DENHAM

RC 1381308

JOINT ISSUING HOUSE/BOOK RUNNER



CAPITAL MARKETS

RC 446561

THIS PRICING SUPPLEMENT IS DATED THIS 24th DAY OF OCTOBER 2023.

THIS PRICING SUPPLEMENT WILL BE AVAILABLE ON THE FOLLOWING WEBSITES:

www.chapelhilldenham.com www.fcmbgroup.com www.sec.gov.ng

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1. DEFINITIONS

SUMMARY OF TERMS & CONDITIONS OF THE BOND ISSUANCE

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

Terms	Definition
"Additional Tier 1 Capital"	Capital comprised of instruments that are not common equity, and are perpetual as there is no fixed maturity, and no incentives for the issuer to redeem them; as more specifically defined in the Guidelines on Regulatory Capital issued by Central Bank of Nigeria in September 2021 (as may be amended, modified, supplemented or superseded from time to time and/or other applicable circulars, guidelines, guidance notes, regulatory decisions or regulations issued from time to time)
"Additional Tier 1 Instruments" or "AT1 Instruments" or "AT1 Bonds"	Any securities or other instruments that at the time of issuance constitute Additional Tier 1 Capital of the Issuer and/or the Regulatory Group
"Allotment Date"	The date on which the Bonds are allotted to successful bidders
"Allotment"	The issue of Bonds to successful bidders pursuant to the completion of the Book Build
"Applicable Regulations"	Distribution Means at any time the laws, regulations, regulatory decisions, requirements, guidelines, and policies relating to the making of any distribution by the Issuer to its shareholders by way of dividend then in effect in the Federal Republic of Nigeria including, without limitation to the generality of the foregoing, the Capital Guidance and those regulations, decisions, requirements, guidelines and policies relating to the making of any such distribution of the CBN to the extent then in effect in the Federal Republic of Nigeria (whether or not any such requirements, guidelines or policies have the force of law and whether or not they are applied generally or specifically to the Issuer).
"Assets"	Means the total amount of the non-consolidated gross assets of the Issuer as shown in its latest published audited consolidated balance sheet but adjusted for contingencies and subsequent events in such manner as the directors of the Issuer, the auditor of the Issuer or a liquidator, judicial manager, business rescue practitioner, administrator or curator of the Issuer (if applicable) may determine.
"Auditors" or "Deloitte"	Deloitte & Touche Nigeria
"Bank"	First City Monument Bank Limited, a private limited liability company incorporated under the laws of the Federal Republic of Nigeria with registration number RC 46713
"Benchmark Rate"	Means, with respect to the Reset Date, the rate per annum equal to: (a) the yield on Federal Government of Nigeria Bond on the last day of the week immediately prior to the Reset Determination Date, <i>as quoted in the daily quotation list of FMDQ</i> for the maturity of five years; or (b) if such maturity is unavailable, the yield determined by way of interpolation for such maturity.
"Board" or "Directors"	The Board of Directors of the Issuer
"BOFIA"	Banks and Other Financial Institutions Act No. 5, 2020
"Bonds" or "Series II Bonds"	The AT1 Instruments that will be issued by the Group under the terms of this Pricing Supplement
"Bondholder" or "Holder"	In relation to the Bonds, a person (whether currently or in the future) registered in the Register of the Bonds and shall include the legal, personal representative or successor of such holder and those entered as joint holders
"Bond Trustee(s)" or "Trustee(s)"	ARM Trustees Limited and FCMB Trustees Limited

“Book”	The collation of all bids received from Qualified Investors in respect of the Offer, indicating the value of the bids, the coupon bid and the respective allocations
“Book Runner(s)”	Chapel Hill Denham Advisory Limited and FCMB Capital Markets Limited
“Book Building”	The process of price and demand discovery through which the Book Runners will determine the price at which the Bonds will be issued, based on the demand from the Qualified Investors and High Net-Worth Investors
“Business Day”	Any day(s) except Saturdays, Sundays and public holidays declared by the Federal Government of Nigeria, on which banks are open for business in Nigeria
“CAC”	Corporate Affairs Commission
“Calculation Agent”	Chapel Hill Denham, the Lead Financial Adviser, who shall have responsibility for calculating the Rate of Interest. All determination and any calculations made by the Calculating Agent for the purposes of calculating the applicable Benchmark Rate shall be conclusive and binding on the holders of the Bonds, the Issuer and the Trustee, absent manifest error
“CAMA”	Companies and Allied Matters Act 2020 (as amended)
“Capital Disqualification Event”	Means if, as a result of any change or amendment in: <ul style="list-style-type: none"> a. applicable law (including the Regulatory Capital Requirements) which is in effect on the date of issue of the Bonds, or b. the application or official interpretation thereof, which change in application or official interpretation is confirmed in writing by the Relevant Regulator, which change or amendment becomes effective on or after the Issue Date and the Issuer has demonstrated to the Relevant Regulator that the regulatory reclassification of the Bonds was not reasonably foreseeable at the Issue Date, all or any part of the aggregate Principal Amount Outstanding of the Notes is not eligible for inclusion as AT1 Capital of the Issuer on a solo basis and/or the Regulatory Group on a consolidated basis (save where such exclusion is only as a result of any applicable limitation on the amount of such capital that the Issuer and/or the Regulatory Group is permitted to count towards its applicable Regulatory Capital Requirements).
“Capital Guidance”	Means the Regulatory Capital Measurement and Management Framework for The Implementation Of Basel II/III for the Nigerian Banking System (published on 10 December 2013), Guidance Notes on Regulatory Capital (published on 24 June 2015), Guidance Notes on the Calculation of Regulatory Capital (published on 10 December 2013), the CBN Prudential Guidelines for Deposit Money Banks in Nigeria (published on 8 July 2010) and the Guidelines on Regulatory Capital, Guidelines on Leverage Ratio, Guidelines on Liquidity Coverage Ratio, Guidelines on Liquidity Monitoring Tools, Guidelines on Large Exposures, Guidelines on Liquidity Risk Management and Internal Liquidity Adequacy Assessment Process, Revised Guidelines on Supervisory Review Process of Internal Capital Adequacy Assessment Process (SRP/ICAAP), each dated March 2020 and listed in the CBN Circular dated 2 September 2021 on Basel III Implementation by Deposit Money Banks in Nigeria, each as amended, modified, supplemented or superseded from time to time and/or other applicable circulars, guidelines, guidance notes, regulatory decisions or regulations issued by the Relevant Regulator from time to time.
“Capital Regulations”	At any time the laws, regulations, communiqués, regulatory decisions, requirements, guidelines, guidance notes and policies relating to capital adequacy then in effect in Nigeria as applicable to the Issuer and/or the Regulatory Group

	including, without limitation to the generality of the foregoing, the Capital Guidance and those regulations, decisions, requirements, guidelines and policies of the Relevant Regulator relating to capital adequacy to the extent then in effect in Nigeria (whether or not any such requirements, guidelines, guidance notes or policies have the force of law and whether or not they are applied generally or specifically to the Issuer and/or the Regulatory Group).
"CBN"	Central Bank of Nigeria
"CET1"	Common Equity Tier 1
"Chapel Hill Denham"	Chapel Hill Denham Advisory Limited
"Conditions" or "Terms and Conditions"	Terms and conditions in accordance with which the Bonds will be issued, as set out in the "Terms and Conditions of the Bonds" section of the Shelf Prospectus, the "Summary of the Issue" section of this Pricing Supplement, the Series II Trust Deed and the Programme Trust Deed
"Coupon"	The interest paid on the Bond periodically expressed as a percentage of the face value of the Bond as specified in this Pricing Supplement
"Coupon Commencement Date"	The date on which the Coupon on the Bond will begin to accrue to Bondholders as specified in this Pricing Supplement
"Coupon Payment Date"	The date on which the Coupon becomes payable to the Bondholders as specified in this Pricing Supplement
"CSCS" or "Clearing System"	Central Securities Clearing Systems Plc.
"CSD" or "Central Securities Depository"	Central Securities Clearing System Plc. or FMDQ Depository Limited
"DataPro"	DataPro Limited
"Debt Issuance Programme" or the "Programme"	The ₦300,000,000,000 Debt Issuance Programme that has been registered by FCMB Group pursuant to which the Group may issue tranches of Bonds from time to time to a maximum value of ₦300,000,000,000 (Three Hundred Billion Naira)
"Distributable Items"	Means, with respect to any payment of interest or dividend, the available distributable items as defined for this purpose in the Applicable Distribution Regulations (regardless of the terminology used therein); on the date of the issue of the Bonds, such term refers to – on the basis of the most recent audited unconsolidated financials of the Issuer -the Issuer's accumulated, realised profits (so far as not previously utilised by distribution or capitalization), less its accumulated, realised losses (so far as not previously written-off in a lawfully made reduction or reorganisation of capital), retained earnings and other items eligible for distribution by the Issuer to its shareholders in any financial year of the Issuer by way of dividend in accordance with BOFIA
"Exchange"	FMDQ Exchange or NGX or any other securities exchange recognised by the Commission on which the Bonds are listed
"Face Value"	The nominal value of the Bond
"FGN" or "Federal Government"	Federal Government of Nigeria
"FCMB Group" or the "Group" or the "Issuer"	FCMB Group Plc, a public limited liability company incorporated under the laws of the Federal Republic of Nigeria with RC 1079631
"First Reset Date"	Means January 24, 2029

"Fixed Rate"	The rate of interest payable in respect of Fixed Rate Bonds
"Fixed Rate Bonds"	Bonds in respect of which interest is to be calculated and paid on a fixed rate basis and will not change during the life of the Bonds
"FMDQ" or "FMDQ Exchange"	FMDQ Securities Exchange Limited, an over-the-counter securities exchange and self-regulatory organization licensed by the SEC to provide a platform for, inter alia, the listing, quotation, registration and trading of securities
"FMDQ-D"	FMDQ Depository Limited, a securities depository and clearing system
"High Net-Worth Investors" or "HNI"	As defined in the SEC Rules.
"ISA" or "the Act"	Investments and Securities Act (No. 29 of 2007) as amended from time to time
"Intercompany Notes"	The notes issued by the Bank to the Issuer pursuant to and on terms specified in the Notes Issuance Agreement dated October 24, 2023 executed amongst the Issuer, the Bank and the Trustees
"Interest Period"	The period from (and including) the Issue Date to (but excluding) the first Interest Payment Date, and each successive period from (and including) an Interest Payment Date to (but excluding) the next succeeding Interest Payment Date
"Issue Date"	The date on which the Bonds are issued and when accrual of the interest commences
"Issue Price"	The price at which the Bonds are issued
"Issuing Houses"	Chapel Hill Denham Advisory Limited and FCMB Capital Markets Limited, being the mandated Issuing Houses
"Junior Loss Absorption Instruments"	Any Non-Viability Loss Absorbing Instrument that is or represents a Junior Obligation
"Junior Obligations"	Means Ordinary Shares together with any other payment obligations of the Issuer, which obligations in each case rank, or are expressed to rank, junior to the Issuer's obligations under the Bonds
"LFN"	Laws of the Federation of Nigeria
"Liabilities"	Means the total amount of the non-consolidated gross liabilities of the Issuer as shown in its latest published audited consolidated balance sheet but adjusted for contingencies and subsequent events in such manner as the directors of the Issuer, the auditor of the Issuer or a liquidator, judicial manager, business rescue practitioner, administrator or curator of the Issuer (if applicable) may determine.
"Minimum Participation Amount"	₦5,000,000 (1.e 5,000 units @ ₦1,000/unit) and multiples of ₦1,000,000 thereafter
"Naira/NGN" or "₦"	Nigerian Naira
"NDIC"	Nigeria Deposit Insurance Corporation
"NGX"	Nigerian Exchange Limited
"Nigeria"	The Federal Republic of Nigeria and the word "Nigerian" shall be construed accordingly

"Non-Viability Event"	Means the earlier of: (a) a decision to make a public sector injection of capital, or equivalent support, without which the Issuer (on an individual basis) or the Regulatory Group (on a consolidated basis or as otherwise required by the Capital Regulations) would become non-viable as determined by the Relevant Regulator; or (b) a decision that a Write-off, conversion or write-down of the Bonds, without which the Issuer (on an individual basis) or the Regulatory Group (on a consolidated basis or as otherwise required by the Capital Regulations) would become non-viable is necessary as determined by the Relevant Regulator, as specified in a notice in writing by the Relevant Regulator to the Issuer in accordance with the Capital Regulations.
"Non-Viability Event Notice"	A notice which specifies (at a minimum) that a Non-Viability Event has occurred, that the Bonds will be Written-off as a result of the occurrence of the Non-Viability Event, the Written off Amount, and the Write-off Date. Such notice shall also contain an instruction by the Issuer (through the Registrar) to the CSD to cease all clearance and settlement of transfers in the Bonds during a Suspension Period, or such other instructions that may be relevant according to the then applicable rules and regulations of such CSD.
"Non-Viability Loss Absorbing Instrument"	Means at any time, any security or other instrument or payment obligation which may have all or some of its principal amount Written-off (whether in whole or in part or on a permanent or temporary basis) or converted to the most subordinated form of equity of the Issuer (whether in whole or in part) on the occurrence, or as a result, of the occurrence of the Non-Viability Event.
"Non- Viability Trigger Event"	Means when the CET falls below the required regulatory CET level
"Noteholder"	Means FCMB Group
"Note Issuance Agreement"	Means the note issuance agreement dated on or about the same date as this Deed and entered into between First City Monument Bank Limited as the note issuer, the Issuer as the holder and the Trustees
"Offer"	The offer of the Bonds to investors
"Ordinary Shares"	The ordinary shares of the Issuer held by its shareholders
"Outstanding"	Means, in relation to the Bonds issued other than: a) those Series II Bonds which have been redeemed and cancelled pursuant to the Conditions or which have been written-off (to the extent they have been so Written-off); b) those Series II Bonds in respect of which the date (including, where applicable, any deferred date) for redemption in accordance with the Conditions has occurred and the redemption moneys (including all interest payable thereon) have been duly paid to the Trustees and remain available for payment in accordance with the Conditions c) those Series II Bonds which have been purchased and cancelled in accordance with the Conditions; d) those Series II Bonds which have become void or in respect of which claims have been proscribed
"Par Value" or "Nominal Amount"	The nominal value of the Bonds
"Parity Loss Absorbing Instruments"	Means any Non-Viability Loss Absorbing Instrument that is or represents a Parity Obligation

"Parity Obligations"	Means any obligations of the Issuer in respect of any Additional Tier 1 instruments, any preference shares (as defined under Section 868 of CAMA or any other similar class of preferred instrument) of the Issuer, or other payment obligations or securities or other capital instruments issued by the Issuer, which in each case rank, or are expressed to rank, <i>pari passu</i> with the Issuer's obligations under the Bonds
"Payment Account"	Means the account established by the Issuer, in the name and under the custody and administration of the Trustees, which shall be funded by the Bank to meet its Coupon and other payment obligations with respect to the Intercompany Notes
"Pricing Supplement" or "Supplementary Prospectus"	This document(s) to be issued pursuant to the Shelf Prospectus which shall provide final terms and conditions of a specific Series of debt securities issued under the Programme and read in conjunction with the Shelf Prospectus
"Principal Amount"	The nominal amount of each Bond as specified in this Pricing Supplement
"Professional Parties"	Professional advisers engaged by the Issuer to facilitate the registration and issuance of the Bonds
"Programme Trust Deed"	The Programme Trust Deed entered into by the Issuer and the Trustees dated February 16, 2023,
"Qualifying Additional Tier 1 Securities"	Means any securities or other instruments issued directly or indirectly by the Issuer that: <ul style="list-style-type: none"> a) have terms not materially less favourable to a Bondholder, as reasonably determined by the Issuer following the advice of an independent financial institution of international standing, than the terms of the Bonds, provided that they shall: <ul style="list-style-type: none"> i. have a ranking at least equal to that of the Bonds; ii. have the same interest rate and Interest Payment Dates as those from time to time applying to the Bonds; iii. have the same redemption rights as the Bonds; iv. comply with the then current requirements of Capital Regulations in relation to Additional Tier 1 Capital; and v. preserve any existing rights under the Bonds to any accrued interest which has not been paid in respect of the period from (and including) the Interest Payment Date last preceding the date of substitution or variation (to the extent such interest has not been cancelled); and b) are listed on a recognised stock exchange if the Bonds were so listed immediately prior to such substitution or variation
"Qualified Institutional Investor"	An investor that is so designated by the Commission including Banks, Fund Managers, Pension Fund Administrators, Insurance Companies, Investment/Unit Trusts, Multilateral and Bilateral Institutions, Registered and/or Verifiable Private Equity Funds, Registered and/or verifiable Hedge Funds, Market Makers, Staff Schemes, Trustees/Custodians, Stock Broking Firms and any other category of the investor, as stipulated by Rule 321 of the Rules and Regulations
"Qualified Investors"	Qualified Institutional Investors and High Net-Worth Investors
"Rating Agencies"	DataPro
"Receiving Agent"	The Lead Issuing House, the Joint Issuing House and the Stockbrokers
"Receiving Bank"	FSDH Merchant Bank Limited
"Record Date"	The date on which the list of holders of the Bonds is extracted from the register for the purposes of making Coupon payments

"Redemption Amount"	The aggregate principal amount outstanding in respect of the Bonds under certain circumstances
"Register"	The record maintained by the Registrar detailing the particulars of Bondholders, respective Bonds held by each Bondholder and the particulars, transfers and redemption of Bonds held by each Bondholder
"Registrar"	Meristem Registrars & Probate Services Limited
"Regulatory Group"	Means the Issuer and its Subsidiaries, from time to time, taken as a whole, and any other undertakings from time to time consolidated with the Issuer for regulatory purposes, in each case in accordance with the rules and guidance of the Relevant Regulator then in effect
"Regulatory Requirements"	Capital The minimum capital and capital buffer requirements as laid down in the CBN Guidelines on Regulatory Capital (September 2021)
"Relevant Regulator"	The CBN or such other governmental authority in Nigeria having primary bank supervisory authority with respect to prudential matters concerning the Issuer or the Regulatory Group
"Reporting Accountant" or "EY"	Ernst & Young Professional Services
"Reset Date"	The first date at which the coupon resets and every fifth anniversary thereof
"Reset Determination Date"	Means, in relation to each Reset Date, the third Business Day immediately preceding such Reset Date
"Reset Margin"	Means the difference between the actual coupon on the AT1 security and the yield on the 5-year Federal Government of Nigeria Bond on the date that the coupon is determined. The yield on the 5-year Federal Government of Nigeria Bond on the coupon date is either (a) the yield on the FGN Bond on the close of that date, as <i>quoted in the daily quotation list of FMDQ</i> for the maturity of five years; or (b) if such maturity is unavailable, the yield determined by way of interpolation for such maturity
"Reset Period"	Means each Reset Date to (but excluding) the next succeeding Reset Date
"SEC Rules" or "Rules and Regulations"	The consolidated Rules and Regulations of the SEC (2013) (amended from time to time), issued by the SEC pursuant to the ISA
"Securities" or "Instruments"	The registered Bonds issued by FCMB Group under this Offer
"Senior Creditors"	Means creditors of the Issuer: <ul style="list-style-type: none"> a) who are unsubordinated creditors of the Issuer; and b) who are subordinated creditors of the Issuer (including holders of Tier 2 Instruments) other than those whose claims rank or are expressed to rank, <i>pari passu</i> with, or junior to the claims of the Bondholders under the Bonds
"Senior Obligations"	Means any of the Issuer's present and future indebtedness and other obligations including, without limitation, any obligations of the Issuer: <ul style="list-style-type: none"> a) in respect of any Taxes, statutory preferences and other legally required payments; b) to depositors, trade creditors and other senior creditors c) obligations under hedging and other financial instruments; and d) except as provided in (i), (ii) and (iii) below, to other subordinated creditors (including in any respect of any Tier 2 instruments): <ul style="list-style-type: none"> i. the Bonds ii. any Parity Obligations; and

	iii. any Junior Obligations
“Series” or “Issue”	A tranche of Bonds together with any further tranche or tranches of Bonds which are identical in all respects (including listing) except for their respective Issue Dates, and/or Maturity Dates, Coupon Payment Dates and/or Issue Prices (as applicable)
“Series II Bonds”	Means the ₦26,000,000,000 (Twenty-Six Billion Naira) perpetual fixed rate resettable NC5.25 AT 1 bonds that are issued pursuant to the Series II Trust Deed
“Series II Trust Deed”	A Deed supplementing or modifying the provisions of the Programme Trust Deed entered into by the Issuer and the Trustees with regards to the Series II Bonds and empowering the Trustees to hold, administer and manage the applicable assets
“Shelf Prospectus” or “Prospectus”	The Prospectus dated February 16, 2023 that FCMB Group has filed in accordance with the Rules and Regulations of the SEC, which contains details of the Debt Issuance Programme
“Signing Ceremony Date”	The date on which the Offer documents approved by the SEC are signed by the Directors and other parties to the Issue
“Subordinated Bonds”	Bonds that rank pari passu without any preference to one above the other by reason of priority of date of issue, the currency of payment or otherwise with all other subordinated obligations of the Issuer, present and future, except to the extent that any such obligations are by their terms expressed to be subordinated in right of payment to other subordinated unsecured obligations in this Pricing Supplement
“Subordination Event”	Means any distribution of the assets of the Issuer on a dissolution, winding-up or liquidation of the Issuer whether in bankruptcy, insolvency, receivership, voluntary or mandatory reorganisation of indebtedness or any analogous proceedings referred to in the Nigerian Companies and Allied Matters Act No 3. 2020 (as amended), BOFIA, Bankruptcy Act 2004, Nigeria Deposit Insurance Corporation Act 2004 (as amended) or the Asset Management Corporation of Nigeria Act 2010 (as amended) (“ AMCON Act ”), and for so long as the relevant proceedings for such dissolution, winding-up or liquidation subsist
“Subsidiaries”	Companies controlled by the Group
“Suspension Period”	The period commencing on the day the Non-Viability Event Notice has been delivered and ending on the close of business in Lagos, Nigeria on the Write-off Date
“Taxation Authority”	Means any revenue, customs, fiscal, governmental, statutory, state or provincial authority, body or person in Nigeria
“Taxes”	Means: a) all forms of tax, levy, duty, charge, impost, statutory deduction, withholding, social security (or similar), value added tax or other amount whenever created or imposed and whether of Nigeria or elsewhere payable to or imposed by any Taxation Authority; and b) all charges, interest, penalties and fines incidental or relating to any taxation falling within paragraph (a) above or which arise as a result of the failure to pay any taxation on the due date or to comply with any obligation relating to taxation.
“Tax Event”	A “ Tax Event ” shall occur if as a result of any change in, or amendment to, the laws or regulations of a Relevant Jurisdiction (as defined below), which change or amendment becomes effective after October 24, 2023, on the next Interest Payment Date the Issuer would be required to: (i) pay additional amounts and/or (ii) make any withholding or deduction for, or on account of, any Taxes imposed or levied by or on behalf of the Relevant Jurisdiction, where such requirement cannot be avoided by the Issuer taking reasonable measures available to it as determined in good faith by the Board

"Tier 1 Capital"	The sum of CET1 and AT1 capital, net of regulatory adjustments applied to those categories as more specifically defined in the Guidelines on Regulatory Capital issued by Central Bank of Nigeria in September 2021 (as may be amended, modified, supplemented or superseded from time to time and/or other applicable circulars, guidelines, guidance notes, regulatory decisions or regulations issued from time to time)
"Tier 2 Capital"	Capital comprised of instruments that are not common equity, and are not eligible for inclusion in the Tier 1 capital, and are subordinated to depositors and general creditors of a bank; as more specifically defined in the Guidelines on Regulatory Capital issued by CBN in September 2021 (as may be amended, modified, supplemented or superseded from time to time and/or other applicable circulars, guidelines, guidance notes, regulatory decisions or regulations issued from time to time)
"Tier 2 Instruments"	Any securities or other instruments that at the time of issuance constitute Tier 2 Capital of the Issuer
"Tranche"	Bonds which are identical in all respects (including listing) except for their respective Issue Dates and/or Maturity Dates, Coupon Payment Dates and/or Issue Prices (as applicable)
"Trust Deeds"	The Programme Trust Deed by which the Bond Issuance Programme is constituted and the Series Trust Deed(s)
"Write-off"	Means, in respect of the Bonds: the Bonds shall be cancelled (in the case of a write-off in whole) or written-off in part on a pro rata basis (in the case of a write-off in part) among themselves, in accordance with the Capital Regulations and as determined by the Relevant Regulator; and all rights of any AT1 Bondholder for payment of any amounts under or in respect of the Bonds (including, without limitation, any amounts arising as a result of, or due and payable upon the occurrence of, an event of default) shall be cancelled or written-off pro rata among the AT1 Bondholders and, in each case, not restored under any circumstances, irrespective of whether such amounts have become due and payable prior to the date of the Non-Viability Trigger Event Notice and even if the Non-Viability Trigger Event has ceased, and the term "written-off" shall be construed accordingly
"Write-off Date"	Means, in relation to a Write-off, such date selected by the Issuer in consultation with the Relevant Regulator but no later than 30 days following the occurrence of the Non-viability Event unless, in accordance with the Capital Regulations, the Relevant Regulator has agreed with the Issuer in writing that the then outstanding Principal Amount (or part thereof) of the Bonds may be written off after a longer period, in which case, the Write-off shall take place on such date as agreed with the Relevant Regulator
"VAT"	Value Added Tax
"VAT Act"	The Value Added Tax Act, Cap V1, LFN 2004 (as amended by the Value Added Tax (Amendment) Act No 12 of 2007), the Finance Acts of 2019, 2020, 2021 and 2023

Corporate Directory of the Issuer- FCMB Group Plc

Head Office:

First City Plaza
44 Marina
Lagos

Subsidiary Offices:

First City Monument Bank Limited

Head Office
Primrose Tower
17A Tinubu Street
Lagos

FCMB Capital Markets Limited

First City Plaza (6th Floor)
44 Marina
Lagos

CSL Stockbrokers Limited

5th Floor, First City Plaza
44 Marina
Lagos

FCMB Trustees Limited

Primrose Tower
17A Tinubu Street
Lagos

FCMB Pensions Limited

207 Zakaria Maimalari Street
Central Business District
Abuja

Credit Direct Limited

48 Isaac John St
Ikeja GRA
Lagos

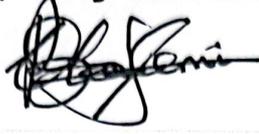
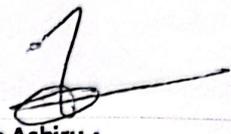
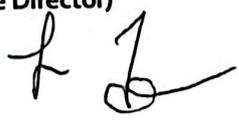
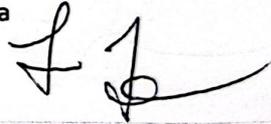
Website:

www.fcmbgroupplc.com

Corporate Telephone Number and email:

+234 (0) 1 448 5420
institutionalinvestorrelations@fcmb.com

Directors and Company Secretary of FCMB Group Plc

<p>Mr. Ladi Jadesimi · (Chairman) First City Plaza 44 Marina Lagos</p> 	<p>Mr. Ladi Balogun · (Group Chief Executive) First City Plaza 44 Marina Lagos</p> 
<p>Mr. Femi Badeji · (Executive Director, Coverage & Investment Banking) First City Plaza 44 Marina Lagos</p> 	<p>Mr. Adegbolahan Joshua (Executive Director & Chief Operating Officer) First City Plaza 44 Marina Lagos</p> 
<p>Alhaji Mustapha Damcida (Non-Executive Director) First City Plaza 44 Marina Lagos</p> 	<p>Professor Oluwatoyin Ashiru · (Non-Executive Director) First City Plaza 44 Marina Lagos</p> 
<p>Dr. (Engineer) Gregory Omosigbo Ero · (Non-Executive Director) First City Plaza 44 Marina Lagos</p> 	<p>Mrs. Olapeju Sofowora · (Non-Executive Director) First City Plaza 44 Marina Lagos</p> 
<p>Mrs. Tokunboh Ishmael (Non-Executive Director) First City Plaza 44 Marina Lagos</p> 	<p>Ms. Muibat I. Ijaiya (Independent Non-Executive Director) First City Plaza 44 Marina Lagos</p> 
<p>Mrs. Olufunmilayo Adedibu (Company Secretary) First City Plaza 44 Marina Lagos</p> 	

Statutory Audit Committee

<p>Evangelist Akinola Soares (Chairman/Shareholders' representative) First City Plaza 44 Marina Lagos</p>	<p>Alhaji S.B Daranijo (Shareholders' representative) First City Plaza 44 Marina Lagos</p>
<p>Mr. Hakeem Batula (Shareholders' representative) First City Plaza 44 Marina Lagos</p>	<p>Mrs. Olapeju Eniola Sofowora (Non-Executive Director) First City Plaza 44 Marina Lagos</p>
<p>Professor Oluwatoyin Ashiru (Non-Executive Director) First City Plaza 44 Marina Lagos</p>	

Professional Parties

Lead Issuing House/Bookrunner

Chapel Hill Denham Advisory Limited

10 Bankole Oki

Ikoyi

Lagos

Kenneth Awodeen

Joint Issuing House/Bookrunner

FCMB Capital Markets Limited

First City Plaza (6th Floor)

44 Marina Road

Lagos

J. Omeruah
IKRECHUKWU OMERUAH

Solicitors to the Issue

Olaniwun Ajayi LP

Plot L2 401 Close, Banana Island

Ikoyi

Lagos

Glebebo Yewande Soetan

Solicitors to the Issuer

Banwo & Ighodalo

48 Awolowo Road

Ikoyi

Lagos

Akisan
AYOTUNDE OWOIGBE

Trustees

FCMB Trustees Limited

17A Tinubu Street

Lagos

SAMUEL ADESANMI

ARM Trustees Limited

1 Mekunwen Road

Off Oyinkan Abayomi Drive, Ikoyi

Lagos

Michael
MICHAEL ABIODUN THOMAS

Rating Agencies

Global Credit Rating Company Limited

New Africa House Marina (17th Floor)

31 Marina

Lagos

Hafiz Okunola Alley

DataPro Limited

Ground Floor, Foresight House

163/165 Broad Street

Lagos

Matthew Jesse Odele
MATTHEW JESSE ODELE

Registrar

Meristem Registrars & Probate Services Limited

Bd@meristemregistrars.com

213 Herbert Macaulay Way

Yaba

Lagos

Femi Owole

Reporting Accountants

Ernst & Young Nigeria

UBA House (10th Floor)

57 Marina Road

Lagos

Akinmin
Abiodun Akinmin

Corporate Telephone Number:

+234 700 6374 7836

www.meristemregistrars.com

Receiving Bank

FSDH Merchant Bank Limited

UAC House (5th – 8th Floor)

1/5 Odunlami Street

Lagos

Taiwo Otiti
TAIWO OTITI

Auditor

Deloitte & Touche

Civic Towers

Ozumba Mbadiwe Avenue

Victoria Island

Lagos

Joshua Ojo
JOSHUA OJO

Stockbrokers

CSL Stockbrokers Limited

First City Plaza

44 Marina

Lagos

Fabian Babalola
BABALOLA

Chapel Hill Denham Securities Limited

10, Bankole Oki Street

Ikoyi

Lagos

Akeem Sandare
AKEEM SANDARE

3. SUMMARY OF THE ISSUE

SUMMARY OF TERMS & CONDITIONS OF THE BOND ISSUANCE

The following are the final terms of the Series II Bonds that are the subject of this Pricing Supplement. These terms and conditions are only applicable to this Issue. The following summary does not purport to be complete and is taken from and qualified in its entirety by the Shelf Prospectus. Prospective investors in the Issue should see "Risk Factors" on pages 75 - 86 of the Shelf Prospectus that should be considered in connection with an investment in the Bonds.

1.	Issuer:	FCMB Group Plc
2.	Description:	Perpetual 16% Fixed Rate Resettable NC 5.25 Additional Tier 1 Subordinated Bonds ("the Bonds" or "AT1 Instrument") under the Issuer's ₦300,000,000,000 Debt Issuance Programme
3.	Issue Currency:	Nigerian Naira ("₦")
4.	Aggregate Nominal Amount:	₦26,000,000,000 (Twenty-Six Billion Naira)
5.	Subscription:	Minimum of ₦5,000,000 (i.e 5,000 units @ ₦1,000/unit) and multiples of ₦1,000,000 thereafter Bids below the minimum participation amount will be disregarded unless they form part of a cumulative bid from the investor that is, in aggregate, greater than the minimum participation amount. Final allotment to respective bidders may be less than minimum participation amount if bids must be pro-rated for any reason.
6.	Issue Date:	October 24, 2023
7.	Tenor:	Perpetual: The Bonds will have no scheduled maturity date.
8.	Issue Price:	At par. ₦1,000 (One Thousand Naira)
9.	Issuer Call Dates	At any time from fifth year up to and including the First Reset Date and every Interest Payment Date thereafter, subject to the prior approval of the Central Bank of Nigeria and the CBN Guidelines on Regulatory Capital (as amended from time to time)
10.	Source of repayment of the Bond	The Issuer shall make payment of the principal (subject to terms and conditions on redemption outlined under Condition 5 of Schedule 1), the interest or other sums due in respect of the Series 2 Bonds from the Payment Account. The Payment Account shall be funded through the remittances made by the Issuer's commercial banking subsidiary as repayments due in relation to the intercompany notes issued by the subsidiary of the Issuer under the Note Issuance Agreement
11.	Coupon Basis	Fixed Rate, payable in arrears
12.	Rate of Interest:	Each Bond shall bear interest on its outstanding Principal Amount at a rate per annum (the "Interest Rate") equal to: a. In respect of the period from (and including) the Issue Date to (but excluding) the First Reset Date, 16% per annum; and b. In respect of each Reset Period, the aggregate of: (i) the Reset Margin of 1.44% per annum and (ii) the then applicable Benchmark Rate,

The Interest Rate in (b) above ("Reset Interest Rate") shall apply in the event that the Bonds are not redeemed on any Reset Date, and it shall be determined by the Calculation Agent on the Reset Determination Date.

There will be no step-up in the interest rate.

Interest rate is subject to "Loss Absorption"

13.	First Reset Date:	January 24, 2029
14.	Reset Date	The first Reset Date and every fifth anniversary thereof
15.	Reset Margin	1.44% per annum
16.	i) Gross Proceeds:	₦26,000,000,000.00
	ii) Net Proceeds:	₦25,594,486,962.50
17.	Book Build Opens:	3 October, 2023
	Book Build Closes:	16 October, 2023

18. **Status and Subordination of the Bonds** The Bonds (and claims for payment by the Issuer in respect thereof) will constitute direct, unsecured and subordinated obligations of the Issuer and shall, in the case of any distribution of the assets of the Issuer on its dissolution, winding-up or liquidation, whether in bankruptcy, insolvency, receivership, voluntary or mandatory reorganisation of indebtedness or any analogous proceedings referred to in CAMA, BOFIA, NDIC or the AMCON Act, and for so long as the relevant proceedings for such dissolution, winding-up or liquidation subsist (a "**Subordination Event**"), rank:

- a) subordinate in right of payment to the payment of all present and future indebtedness and other obligations of the Issuer (including, without limitation, any obligations of the Issuer (1) in respect of any senior taxes, statutory preferences and other legally-required payments, (2) to depositors, trade creditors and other general senior creditors and (3) except as provided in (A), (B) and (C) below, to other subordinated creditors (including in respect of any Tier 2 Instruments), other than its obligations under (A) the Bonds, (B) any Parity Obligations and (C) any Junior Obligations ("**Senior Obligations**").
- b) *pari passu* without any preference among themselves and with any obligations of the Issuer in respect of any Additional Tier 1 Instruments, any preferred shares of the Issuer, or other payment obligations or capital instruments of the Issuer, which in each case rank, or are expressed to rank, *pari passu* with the Issuer's obligations under the Bonds on liquidation, winding-up or bankruptcy of the Issuer ("**Parity Obligations**"); and
- c) in priority to all payments in respect of Ordinary Shares of the Issuer, together with any other payment obligations of the Issuer, which obligations in each case rank, or are expressed to rank, junior to the Issuer's obligations under the Bonds on liquidation, winding-up or bankruptcy of the Issuer ("**Junior Obligations**").

By virtue of such subordination of the Bonds, no amount will, in the case of a Subordination Event and for so long as that Subordination Event subsists, be paid under the Bonds until all payment obligations in respect of Senior Obligations have been satisfied.

All payment obligations of, and payments made by, the Issuer under and in respect of the Bonds must be determined and made without reference to any right of set-off or counterclaim of any Bondholder whether arising before or in respect of any Subordination Event. No Bondholder shall exercise any right of

set-off or counterclaim in respect of any amount owed to such Bondholder by the Issuer in respect of the Bonds and any such rights shall be deemed to be waived.

Payments in respect of the principal of and interest on the Bonds are conditional upon the Issuer being solvent at the time of payment by the Issuer, and no principal of or interest on the Bonds shall be due and payable in respect of the Bonds except to the extent that the Issuer could make such payment and still be solvent immediately thereafter. For the purposes of the foregoing paragraph, the Issuer shall be solvent if: (a) it is able to pay its debts owed to Senior Creditors as they fall due and (b) its Assets exceed its Liabilities to Senior Creditors (the "**Solvency Condition**").

Amounts representing any payments of principal or interest in respect of which the Solvency Condition is not satisfied on the date upon which the same would otherwise be due and payable ("**Solvency Claims**") will be payable by the Issuer (a) subject to the subordination provisions described above, in a winding-up, liquidation, or similar process of the Issuer and (b) subject to satisfying the Solvency Condition, on any redemption of the Bonds (as described below), provided that in the event that, prior to any winding-up, liquidation or similar process of the Issuer, the Issuer shall again be solvent and would be solvent immediately after the making of such payment of Solvency Claims, then the Issuer shall promptly notify the Trustee, the Registrar and the Bondholders of such fact and the Solvency Claims shall, subject to satisfying the Solvency Condition, be due and payable on the sixteenth Business Day after the Issuer shall have given such notice. A Solvency Claim shall not bear interest unless and only so long as the Issuer shall be solvent once again, in which case interest shall accrue on any such Solvency Claim from (and including) the date on which the Issuer is so solvent again to (but excluding) the date on which such Solvency Claim is paid. Any such interest shall accrue at a rate equal to the then applicable rate of interest determined in accordance with "Rate of Interest" above. In the event that the Issuer shall be so solvent once again, the Issuer may not declare or pay a dividend (in accordance with "*Restriction Following Non-Payment of Interest*" below) from the date that the Issuer is so solvent again until the date on which the Solvency Claim and any relevant interest on the Solvency Claim is paid.

19. Regulatory Treatment	Application was made by the Issuer to the CBN for approval to issue the Bonds and that the full principal amount of the Bonds will qualify for treatment as Additional Tier 1 capital and Tier 1 capital, which approval was obtained on 20 September, 2023.
20. Coupon Commencement Date:	Interest will accrue from the Issue Date. The first Interest Payment Date shall be April 24, 2024. The Interest shall be due and payable every 6th and 12th month thereafter (each, an " Interest Payment Date "), up to and including the Call Date or Reset Date.
21. Cancellation of Interest	The Issuer may elect, in its sole and absolute discretion, to cancel any payment of interest in respect of the Bonds in whole or in part at any time and for any reason, including but not limited to the circumstances where: <ol style="list-style-type: none">the Issuer has insufficient Distributable Items to make any payment of interest in respect of the Bonds scheduled for payment in the then current financial year and any other interest payments or distributions paid and/or required and/or scheduled to be paid out of Distributable Items in such financial year, in each case excluding any portion of such payments already accounted for in determining the Distributable Items of the Issuer, and/or

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- II. In accordance with Capital Regulations then in force, if the Issuer is required to cancel the relevant payment of interest in respect of the Bonds in whole or in part, and/or
 - III. The Issuer is in breach of the Solvency Condition, then the Issuer will, without prejudice to the right above to cancel all such payments of interest in respect of the Bonds, make partial or, as the case may be, no such payment of interest in respect of the Bonds.
 - IV. If the Issuer does not make any payment of interest (or part thereof) on any Interest Payment Date, such non-payment shall evidence the cancellation of such interest payment (or relevant part thereof) or, as appropriate, the Issuer's exercise of its discretion to cancel such interest payment (or relevant part thereof), and accordingly, such interest (or part thereof) shall not in any such case be due and payable.

Following any such election, the Issuer shall give notice to Bondholders of the cancellation of such interest payment. Any failure by the Issuer to give any such notice to or otherwise to so notify Bondholders will not in any way impact on the effectiveness of, or otherwise invalidate, any such election, or give Bondholders any rights as a result of such failure.

Payments of interest on the Bonds are non-cumulative. Accordingly, if any payment of interest (or part thereof) is not made in respect of the Bonds as a result of any election of the Issuer to cancel such payment of interest then the right of the Bondholders to receive the relevant interest payment (or part thereof) will be extinguished and the Issuer will have no obligation to pay such interest (or part thereof) or to pay any interest thereon, whether or not interest on the Issuer is paid in respect of any future Interest Period.

Payments of interest in respect of the Bonds shall be made only out of the Distributable Items of the Issuer.

No such election to cancel the payment of any interest (or part thereof) or non-payment of any interest (or part thereof) will constitute an event of default or the occurrence of any event related to the bankruptcy or insolvency of the Issuer or entitle Bondholders to take any action to cause the Issuer to be declared bankrupt or insolvent or for the dissolution, winding-up or liquidation of the Issuer or in any way limit or restrict the Issuer from making any payment of interest or equivalent payment or other distribution in connection with any Junior Obligation or Parity Obligation other than any payment to shareholders of the Issuer.

22. Loss Absorption:

The Bonds may be classified as liabilities for accounting purposes, and therefore be subjected to loss absorbency features applicable for non-equity capital instruments issued in terms of Basel III Guidelines including in compliance with the requirements of Paragraph 40 of the CBN Guidelines on Regulatory Capital (September 2021) and are subject, as described below, to certain loss absorbency features required of AT-1 instruments at Pre-Specified Trigger Point and at the Point of Non-Viability as provided for in the Guidelines:

Loss Absorption at Pre-Specified Trigger Point:

If the CET₁ of the Group falls below 10.75% of Risk Weighted Assets, the same shall be referred to as "Pre-Specified Trigger Point" and a write-down mechanism will be activated. The write down will have the following effects:

- a. reduce the claim of the instrument in liquidation

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- b. reduce the amount re-paid when a call is exercised; and
 - c. partially or fully reduce coupon payments on the instrument

Loss Absorption at Point of Non-viability:

The Bond shall be subject to full or partial write off upon a Non-Viability Event, as determined by the CBN. The trigger event shall be the earlier of:

- a.) A decision to make a public sector injection of capital, or equivalent support, without which the Issuer would become non-viable
- b.) A decision that a write off or write down of the Bonds is necessary, without which the Issuer would become non-viable

Upon the occurrence of a Non-Viability Event, the Issuer will deliver a Non-Viability Event Notice to the Trustee, the Registrar and notify the Bondholders in accordance with the Conditions of the Bonds as soon as practicable upon receiving notice thereof from the Relevant Regulator of its determination of such Non-Viability Event.

The Issuer will subsequently Write-off all of the then outstanding principal amount of the Bonds or part thereof by such amount (the "**Written-off Amount**") as the Relevant Regulator shall require, *provided that*:

- (i) a Write-off of the Bonds need only occur up until the point where the Issuer is deemed by the Relevant Regulator to be viable again
- (ii) the Bond shall be Written-off in whole, or in part, on a *pro rata* basis with other Parity Loss Absorbing Instruments, and
- (iii) no Bond will be Written-off without:

- (a) the Issuer cancelling any interest in respect of the Bonds accrued and unpaid to (but excluding) the Write-off Date (including if payable on the Write-off Date), together with any interest or equivalent payments that may be similarly cancelled in respect of any other securities or instruments of the Issuer the terms of which provide for such cancellation; and

- (b) to the extent such cancellation of interest and any such equivalent payments is not sufficient to restore the Tier 1 Capital of the Issuer and/or the Regulatory Group, as the case may be, to the point whether the Issuer is deemed by the Relevant Regulator to be viable again, there also being the maximum possible reduction in the principal amount of, and/or corresponding Write-off or conversion into equity being made in respect of, all Junior Loss Absorbing Instruments in accordance with the provisions of such Junior Loss Absorbing Instruments (the "**Non-Viability Loss Absorption Condition**"). For these purposes, any determination of the Written-off Amount shall take into account the absorption of the relevant loss(es) by all Junior Obligations to the maximum extent possible or otherwise allowed by law and the Write-off of the Bonds *pro rata* with any other Parity Loss Absorbing Instruments. To the extent that the Write-off or conversion of any Non-Viability Loss Absorbing Instruments is not effective for any reason: (i) the ineffectiveness of any such Write-off or conversion shall not prejudice the requirement to effect a Write-off of the Bonds; and (ii) the Write-off or conversion of any Non-Viability Loss Absorbing Instrument which is not effective shall not be taken into account in determining the Written-off Amount of the Bonds. For the avoidance of doubt,

following any Write-off of the Bonds (or the relevant part thereof) the Issuer shall not be obliged to pay compensation in any form to the Bondholders.

Whether a Non-Viability Event has occurred at any time shall be determined by the Relevant Regulator in its sole discretion, and such determination shall be binding on the Trustee and the Bondholders. Any delay in delivery or failure to deliver a Non-Viability Event Notice shall not affect the validity of any Write-off or the timing of any Write-off.

A Write-off may occur on more than one occasion following the occurrence of a Non-Viability Event and the Bonds may be Written-off on more than one occasion. Any Write-off shall take place on such date selected by the Issuer in consultation with the Relevant Regulator (the “**Write-off Date**”) but no later than 30 days following the occurrence of the Non-Viability Event unless the Relevant Regulator has agreed with the Issuer in writing that the then outstanding Principal Amount (or part thereof) of the Bonds may be Written-off after a longer period.

The Issuer shall not be obliged to pay any interest amount on the outstanding principal amount accrued to and including the date on which the Bonds are Written-off in accordance with the Non-Viability Loss Absorption Condition, and payment of such interest amount shall be irrevocably cancelled to the extent such payment is prohibited by the Relevant Regulator.

The occurrence of a Non-Viability Event and the consequent Write-off of the Bonds will not constitute an event of default or the occurrence of any event related to the bankruptcy or insolvency of the Issuer or entitle Bondholders to take any action to cause the Issuer to be declared bankrupt or insolvent or for the dissolution, winding-up or liquidation of the Issuer. Bondholders will also have no further claim against the Issuer in respect of any discretion exercised by the Relevant Regulator regarding the Write-off of the Bonds or any Written-off Amount.

23. **Redemption:**

Optional Redemption:

Subject to the Issuer satisfying the Solvency Condition and upon receiving approval of the CBN, at any time from October 24, 2028 up to and including the First Reset Date and every Interest Payment Date thereafter (each, an “**Issuer Call Date**”), the Issuer may redeem all (but not some only) of the Bonds then Outstanding at their then outstanding Principal Amount, together with interest accrued and unpaid to (but excluding) the relevant Reset Date (to the extent such interest has not been cancelled). Where the Issuer must exercise a call, then it must either (i) refinance or replace the AT1 Bond with another AT1 Bond or instrument with better quality and the replacement of the Bonds is done at conditions which are sustainable to the income capacity of the Issuer, or (ii) demonstrate that its capital position will be well above the regulatory minimum capital requirement after exercising the option.

If the Issuer has elected or received the approval of the CBN to redeem such Bonds but prior to the payment of the Redemption Amount with respect to such redemption, a Non-Viability Event occurs, the relevant redemption notice shall be automatically rescinded and shall be of no force and effect, no payment of the redemption amount will be due and payable and the Write-off provisions shall apply in accordance with the Conditions of the Bonds.

Tax Event Redemption:

Subject as provided in the Conditions of the Bonds and the Issuer satisfying the Solvency Condition, the Bonds may be redeemed, subject if so required at the relevant time to the Issuer giving prior written notice and receiving the approval thereof of the Relevant Regulator, at the option of the Issuer in

whole, but not in part, at any time, on giving not less than 30 nor more than 60 days' notice to the Bondholders at their outstanding Principal Amount, together with interest accrued and unpaid to (but excluding) the date fixed for redemption (to the extent such interest has not been cancelled), if, immediately before giving such notice, the Issuer satisfies the Trustee that a Tax Event has occurred.

Redemption upon a Capital Disqualification Event:

Subject to the Issuer satisfying the Solvency Condition and demonstrating to the Relevant Regulator that the regulatory reclassification was not reasonably foreseeable at the Issue Date, if a Capital Disqualification Event occurs at any time after the Issue Date, the Issuer may redeem all, but not some only, of the Bonds then outstanding subject to having obtained the prior approval of the Relevant Regulator if required pursuant to the Capital Regulations at any time at 100 per cent of their then outstanding Principal Amount together with interest accrued and unpaid (to the extent such interest has not been cancelled) to (but excluding) the date of redemption.

24. Substitution and Variation Instead of Redemption:	If at any time a Tax Event or a Capital Disqualification Event occurs and is continuing, the Issuer may, subject to the Solvency Conditions and compliance with Capital Regulations and the approval of the Relevant Regulator, (without any requirement for the consent or approval of the Bondholders), at any time either substitute all (but not some only) of the Bonds for, or vary the terms of the Bonds accordingly, provided that they remain or, as appropriate, so that they become, Qualifying Additional Tier 1 Securities.
25. Purchase	Subject to compliance with the Solvency Condition, if permitted and subject to having obtained the prior approval of the Relevant Regulator, the Issuer may purchase or otherwise acquire Bonds in any manner and at any price in the open market or otherwise. Subject to applicable law, such Bonds may be held, reissued, resold or, at the option of the Issuer, surrendered to the Registrar for cancellation.
26. Conditions to Redemption and Purchase	Any redemption, variation or substitution or purchase of the Bonds under the Conditions of the Bonds is subject to the prior consent of the Relevant Regulator if required by applicable law at the time of such early redemption, variation, or substitution or purchase.
27. Negative Pledge	None
28. Cross Default or Cross Acceleration	None
29. Events of Default	<p>There will be no events of default in respect of the Bonds. In the event of a winding-up, dissolution or liquidation of the Issuer, the Bondholders may claim payment of principal, and accrued and unpaid interest in respect of the Bonds.</p> <p>The occurrence of a Non-Viability Event or any cancellation of payments of interest will not constitute an event of default or entitle Bondholders to take any action to cause the Issuer to be declared bankrupt or insolvent or for the dissolution, winding-up or liquidation of the Issuer.</p>
30. Listing:	FMDQ Securities Exchange and/or NGX.
31. Method of Distribution:	By way of a Book Build to Qualified Institutional Investors and High Net Worth Investors.

32.	Use of Proceeds:	The net proceeds shall be used for purchase of the Intercompany Notes; and subsequently in the hands of the Bank, for granting of loans and advances. See 'Use of Proceeds' in Section 9, Schedule 1 of this Pricing Supplement
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PROVISIONS RELATING TO COUPON (IF ANY) PAYABLE

33.	Fixed Rate Bond Provisions:	
i.	Coupon Rate:	16% per annum
ii.	Coupon Payment Date(s):	Semi-annual interest payments, payable in arrears on the 6th and 12th month of each year, from the Issue Date, up to and, including, the Call Date or Reset Date.
iii.	Coupon Amount(s):	Please refer to the Coupon Payment Schedule in page 39.
iv.	Business Day Convention	Modified Following Business Day: Where a Coupon Payment Date falls on a non-business Day, such payment shall be postponed to the next day which is a Business Day, provided that if such a Business Day falls into the next calendar month, such Coupon Payment Date shall be brought forward to the immediately preceding Business Day.
v.	Day Count Fraction	Actual/Actual (actual numbers of days in a month/number of days in the year).
vi.	Other terms relating to the method of calculating interest for Fixed Rate Bonds:	Not Applicable

DISTRIBUTION, CLEARING AND SETTLEMENT PROVISIONS

34.	Form of Bonds	Dematerialised, electronic registration on CSCS and/or FMDQ-D
35.	CSD	CSCS and/or FMDQ- D or any central securities depository registered or recognized by SEC
36.	Registrar	Meristem Registrars & Probate Services Limited
37.	Depository	CSCS and /or FMDQ-D
38.	Trustees	FCMB Trustees Limited and ARM Trustees Limited
39.	Closed Periods:	No Bondholder may require the transfer of a Bond to be registered during the period of fifteen (15) days ending on the due date for any payment of Coupon on the Bond.
40.	Bonds Settlement	Bonds purchases will be settled by electronic funds transfers either through the CBN Inter-Bank Funds Transfer System ("CIBFTS"), or the National Electronic Funds Transfer ("NEFT"), or Real Time Gross Settlement ("RTGS")
41.	Receiving Bank	FSDH Merchant Bank Limited

PROVISIONS RELATING TO REDEMPTION

42.	Optional Early Redemption	The Bonds may be redeemed at the option of the Issuer in whole, but not in part, only (i) on any Issuer Call Date or (ii) upon the occurrence of a Tax Event or a Capital Disqualification Event, in each case only with the prior approval of the Relevant Regulator in accordance with the Terms and Conditions of the Bonds and under applicable law at the time of such early redemption
43.	Call Date	Any time from the fifth year up to and including the First Reset Date, and every Interest Payment Date thereafter
44.	Call Option	Callable at 100 per cent subject to obtaining prior regulatory approval (a) on the Call Date and (b) if a Capital Disqualification Event occurs.
45.	Redemption Amount(s):	No scheduled redemption
46.	Scheduled Redemption Dates:	No scheduled redemption dates
47.	Put Option	Not Applicable
48.	Scheduled Amortisation	Not Applicable

GENERAL PROVISIONS APPLICABLE TO THE BONDS

49.	Issuer Rating	A: DataPro
50.	Issue Rating	BBB: DataPro
51.	Indebtedness:	As at the date of the audited financial statement for the year ended 31 December 2022, the total debt position of the Issuer, through its banking subsidiary, First City Monument Bank Limited, amounted to ₦422,302,461,000. This consists of on-lending facilities, debt securities and borrowings. On February 16, 2023, the Issuer issued ₦20,686,000,000 Series I Perpetual 16% Fixed Rate Resetable NC5.25 Additional Tier 1 Subordinated Bonds under the ₦300,000,000,000 Debt Issuance Programme. The principal amount of this bond is still outstanding.
52.	Taxation	<p>The Issuer shall be required - by law - to withhold tax on the coupons accruing on Bonds held by corporate entities. This requirement to deduct withholding tax is only exempt to PFAs or Funds with tax exempt status. This requirement to deduct withholding tax is without exception as regards corporate entities and the Issuer shall be obliged to deduct the tax from coupon payments to corporate bondholders. Coupon payments on Bonds derived from Nigeria and accruing to both Nigerian investors and non-Nigerian investors would ordinarily be subject to withholding tax in Nigeria at the applicable rate of 10 percent. Effective 1 July 2022, withholding tax on interest payments to a foreign company or foreign resident from a country with which Nigeria has a double taxation treaty will generally be payable at the rate of 7.5 – 10% pursuant to the FIRS Circular of 11 May 2022. In view of this, the Issuer would be required to withhold tax on such payments and remit same to the appropriate tax authorities.</p> <p>These provisions are however not applicable to individual bondholders. Bonds held by individuals are exempt from taxation in Nigeria in accordance with the Personal Income Tax (Amendment) Act 2011. The exemption under the Personal Income Tax Act is indefinite.</p> <p>In the event of disposal of Bonds held, the proceeds from the sale of the Bonds are exempt from tax imposed under the VAT Act by virtue of the Finance Act 2020 (“Finance Act”).</p> <p>Under the provisions of the Capital Gains Tax Act, Chapter C1 LFN 2004, as amended by the Finance Act 2019, Finance Act 2020 and Finance Act 2021 (the “CGT Act”), capital gains tax is chargeable on the disposal of corporate</p>

bonds or other debt instruments which are not Nigerian Government securities (i.e. Federal, State and Local Government bonds). Thus, capital gains will be charged on any disposal of the Bonds by the Bondholders.

53.	Governing Law	The Bonds will be governed by, and construed in accordance with the laws of the Federal Republic of Nigeria
54.	Underwriting	The Bonds will not be underwritten

4. INDICATIVE ISSUE TIMETABLE

Date	Activity	Responsibility
29 September, 2023	Obtain SEC's clearance of the Pricing Supplement and approval to commence Book Building	Issuing Houses
3 October, 2023	Commence Book Build	Issuing Houses/ Issuer
16 October, 2023	Conclude Book Build/Determine Coupon and Allocation of Bonds	Issuing Houses/ Issuer
16 October, 2023	Dispatch Allotment Confirmation Notices to successful Investors	Issuing Houses
17 October, 2023	Update Issue documents and submit to SEC	Issuing Houses
23 October, 2023	Receive SEC Approval to hold signing ceremony	Issuing Houses
24 October, 2023	Hold signing ceremony	Issuing Houses/Issuer
24 October, 2023	Investors fund allotted Bonds	Investors
24 October, 2023	Remit Net Bond Proceeds to Issuer's Designated Proceeds Account	Receiving Bank
25 October, 2023	File executed Issue documents with SEC	Issuing Houses
01 November, 2023	Obtain SEC clearance of basis of allotment	Issuing Houses
01 November, 2023	Obtain SEC Approval to publish Allotment Announcement	Issuing Houses
06 November, 2023	Publish Allotment Announcement in at least 2 national dailies	Issuing Houses
13 November, 2023	Credit depository accounts of Bondholders	Registrar
13 November, 2023	Listing of Bond on FMDQ and/or The NGX	Issuer/Issuing Houses/ Stockbroker
01 December, 2023	File Post Compliance Report with SEC	Issuing Houses

5. OVERVIEW OF THE TRANSACTION

FCMB Group is a financial holding company, headquartered in Lagos, Nigeria, with operating companies divided along four operational platforms, which include:

- The Banking Group: (First City Monument Bank Limited (the "Bank"), FCMB Microfinance Limited and FCMB (UK) Limited);
- Consumer Finance: Credit Direct Limited;
- Investment Banking (FCMB Capital Markets Limited, CSL Stockbrokers Limited and CSL Capital Limited); and
- Investment Management : (FCMB Pensions Limited, FCMB Asset Management Limited and FCMB Trustees Limited)

The Group is listed on Nigerian Exchange Limited. As of 30 June, 2023, the Group had a total asset of ₦3.7 trillion, an Asset under Management (AuM) of ₦910.3 billion, and a Capital Adequacy Ratio of 16.54%.

The Group continues to diversify operations, growing the business through the adoption of technology, and expanding product offerings, and pursuing organic growth opportunities that will enable it to become the premier African financial services group. The Group aims to create a technology-enabled financial ecosystem that connects customers to the products services and resources they need to achieve greater abundance.

FCMB Group seeks to further boost its capital base by the Offer for Subscription of ₦26,000,000,000 Perpetual 16% Fixed Rate Resetable NC5.25 Additional Tier 1 Subordinated Bonds, by way of a Book Build to Qualified Investors and High Net-Worth Investors. The Bonds will be issued further to the terms and conditions stated on pages 15-24 of this Pricing Supplement.

Given that the Bonds are unsecured and perpetual instruments, the issuance of this instrument will be supportive to the Group's regulatory capital position, enhancing its financial resilience and capital efficiency, whilst also aligning the capital base composition with international best practice. In structuring the AT1 Bonds, the provisions set out in CBN's Guidelines on Regulatory Capital (published in September 2021), as well as Basel III requirements, have been considered. AT1 Bonds are globally recognized and tested instruments used innovatively by banks to shore up their qualifying Tier 1 capital position without diluting ordinary equity shareholders.



FCMB GROUP PLC
RC No: 1079631

14 August 2023

The Director General
Securities and Exchange Commission.
Plot 272, Samuel Adesujo Ademulegun Street
Central Business District,
Abuja

Dear Sir,

DECLARATION BY THE ISSUER – SERIES II ISSUANCE OF UP TO ₦40 BILLION FIXED RATE ADDITIONAL TIER 1 SUBORDINATED BONDS (THE "ISSUE") UNDER THE ₦300 BILLION DEBT ISSUANCE PROGRAMME

This Pricing Supplement has been prepared on our behalf to provide information and disclosures on relevant aspects of FCMB Group Plc (the "Issuer") to prospective investors in connection with the Issue and investment in the securities to be issued thereunder.

On behalf of the Board of Directors, we hereby make the following declarations to the best of our knowledge and belief:

1. We confirm that the information contained in this Pricing Supplement is in accordance with the facts and contains no omission likely to affect its import;
2. There has been no significant change in the financial condition or material adverse change in the prospects of the Issuer as of the date of publication of this Pricing Supplement;
3. The Issuer is not in breach of any terms and conditions in respect of borrowed monies which would result in the occurrence of an event of default and an immediate recall of such borrowed monies during the twelve (12) months preceding the date of this Pricing Supplement; and
4. No prosecution has been commenced against either the Issuer or any of its subsidiaries during the twelve (12) calendar months immediately preceding the date of this Pricing Supplement in respect of any breach or contravention of any provision of the Companies and Allied Matters Act No. 3, 2020 (as amended) or the listing requirements of any securities exchange on which the securities of the Issuer are listed.

SIGNED for and on the behalf of

FCMB GROUP PLC

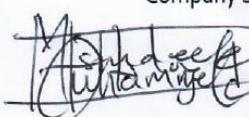
By its duly authorized representatives:


Ladi Balogun
Group Chief Executive


Deji Fayose
Chief Financial Officer


Olufunmilayo Adedibu
Company Secretary

PRINCE ISMAIL BOLAJI MUHAMMED
Prince Ismail Bolaji Muhammed & Co.
NOTARY PUBLIC
6, Moloney Street, Onikan, Lagos, Nigeria
Email: ismailbnmuhammed@yahoo.com
Gmail: ismailbnmuhammed@gmail.com
Tel: +234 (0) 8038787234, 08052908286,
08025075793, 09085176080


23-08-2023





FCMB GROUP PLC
RC No: 1079631

14 August 2023

The Managing Director
Chapel Hill Denham Advisory Limited
10 Bankole Oki Street
Ikoyi
Lagos

The Managing Director
FCMB Capital Markets Limited
First City Plaza (6th Floor)
44 Marina Road
Lagos

Dear All,

MATERIAL ADVERSE CHANGE STATEMENT FOR FCMB GROUP PLC: SERIES II ISSUANCE OF UP TO ₦40 BILLION FIXED RATE ADDITIONAL TIER 1 SUBORDINATED BONDS UNDER THE ₦300 BILLION DEBT ISSUANCE PROGRAMME

Except as disclosed in this Pricing Supplement, the Board of Directors of FCMB Group Plc (the "Issuer") confirms that there has been no material adverse change in the financial position or prospects of the Issuer since the end of the 12-month period ended 31 December 2022.

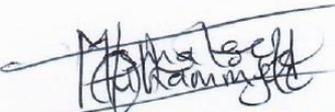
SIGNED for and on behalf of FCMB Group Plc



Ladi Balogun
Group Chief Executive



Olufunmilayo Adedibu
Company Secretary

 23-08-2023
PRINCE ISMAIL BOLAJI MUHAMMED
I. Bolaji Muhammed & Co.
NOTARY PUBLIC
6, Moloney Street, Onikan, Lagos, Nigeria
Email: ismailbnmuhammed@yahoo.com
Gmail: ismailbnmuhammed@gmail.com
Tel: +234 (0) 8038787234, 08052908286,
08025075777, 08085176084





FCMB GROUP PLC
RC No: 1079631

14 August 2023

The Managing Director
Chapel Hill Denham Advisory Limited
10 Bankole Oki Street
Ikoyi
Lagos

The Managing Director
FCMB Capital Markets Limited
First City Plaza (6th Floor)
44 Marina
Lagos

Dear All,

CONFIRMATION OF GOING CONCERN STATUS OF FCMB GROUP PLC

FCMB Group Plc (the "Issuer" or the "Company") is in the process of seeking approval of its proposed issuance of up to ₦40 Billion Series II Fixed Rate Additional Tier 1 Subordinated Bonds from the Securities and Exchange Commission (the "SEC") under its ₦300 Billion Debt Issuance Programme.

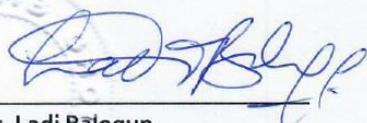
Based on our review of the financial statements of the Issuer for the period ended 31 December 2022, we have reasonable expectation that the Company has adequate resources to continue as a going concern in the foreseeable future.

This letter has been prepared only for the purpose of compliance with the rules and regulations of the SEC.

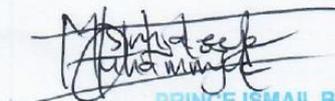
Yours faithfully,
Signed for and on behalf of **FCMB Group Plc**

By its duly authorised representatives:




Mr. Ladi Balogun
Group Chief Executive


Mr. Femi Badeji
Director

 23-08-2023

PRINCE ISMAIL BOLAJI MUHAMMED
Prince Ismail Bolaji Muhammed & Co.
NOTARY PUBLIC
6, Moloney Street, Onikan, Lagos, Nigeria
Email: ismailbnmuhammed@yahoo.com
Gmail: ismailbnmuhammed@gmail.com
Tel: +234 (0) 8038787234, 08052908286,
08025075793, 09085176080



22 August 2023

The Managing Director

Chapel Hill Denham Advisory Limited
10 Bankole Oki Street
Ikoyi, Lagos

The Managing Director

FCMB Capital Markets Limited
FCMB Plaza
44, Marina Street,
Marina, Lagos

Dear Sir,

FCMB GROUP PLC - ISSUANCE OF UP TO N40 BILLION SERIES II FIXED RATE ADDITIONAL TIER 1 SUBORDINATED BONDS UNDER THE N300 BILLION DEBT ISSUANCE PROGRAMME (THE "TRANSACTION") – CONFIRMATION OF THE GOING CONCERN STATUS OF FCMB GROUP PLC

We write with reference to the above subject matter.

We have audited the financial statements of FCMB Group Plc ("FCMB Group" or "the Issuer") for the year ended 31 December 2022 in line with the provisions of the International Financial Reporting Standards, Companies and Allied Matters Act 2020, and the Financial Reporting Council of Nigeria Act 2011.

Based on our audit of the financial statements of the Group for the year ended 31 December 2022 on which we expressed our opinion in our report dated 31 March 2023, and the representation received from the Directors of FCMB Group Plc on that date, nothing has come to our attention to indicate that the Group will not remain a going concern in the foreseeable future.

This letter has been prepared only for the purposes of compliance with the rules and regulations of the Securities and Exchange Commission ("SEC").

Yours Faithfully,

For: **Deloitte Nigeria**



JOSHUA OJO
Engagement Partner



**MAKING AN
IMPACT THAT
MATTERS**
since 1845

List of partners and partner equivalents available on the website.

Associate of Deloitte Africa, a Member of Deloitte Touche Tohmatsu Limited

9. OTHER DISCLOSURES

1. AUTHORIZATION OF BONDS

By a resolution of the Board dated 28 July, 2023 approving the issuance of up to ₦40,000,000,000 Additional Tier 1 Bonds, the issuance of the Series II Bonds was approved. The extract of the resolution of the Board is as follows:

- a. That the Board be and is hereby authorised to raise Additional Tier-1 capital of up to ₦40,000,000,000.00 (Forty Billion Naira Only) under the Programme upon such terms and conditions as may be determined by the Board ("Series II Issuance"), subject to the procurement of all relevant regulatory approvals).
- b. That subject to the approval of relevant regulatory authorities, the Board be and is hereby authorised to absorb excess monies arising from the Series II Issuance in the event of an over subscription; up to the maximum limit prescribed under applicable regulations.
- c. That the Group be and is hereby authorised to invest the proceeds of the issuance under the Programme in its existing subsidiaries and/or other permissible investments as the Board may deem fit, and/or to make the said proceeds available to First City Monument Bank Limited (the **Bank**) via such arrangements and pursuant to such transaction structure as the Board may deem fit, on such terms and conditions as the Board may agree, subject to obtaining the approvals of all regulatory authorities.
- d. That the Group be and is hereby authorised to make the proceeds under the Series II Issuance available to the Bank via a note issuance or such other arrangement as specified under the terms and conditions of the Series II Issuance.
- e. That the Board be and is hereby authorised to appoint financial, legal and other professional and/or other advisers as necessary to give effect to the above transaction.
- f. That any two Directors or a Director and the Company Secretary be and are hereby authorised to enter into and/or sign/execute all agreements and any other documents to be issued by the Board or FCMB, as may be required for giving effect to the above resolutions.
- g. That the Board and Company Secretary be and are hereby authorised to perform all such lawful acts as are necessary to give effect to the above listed resolutions, including without limitation, filing of any documents with the Corporate Affairs Commission, the Securities and Exchange Commission, the Nigerian Exchange Limited and/or with any other government agency, in connection with the Programme and Series II Issuance.

2. INCORPORATION AND SHARE CAPITAL HISTORY

FCMB Group Plc was incorporated in Nigeria as a financial holding company on November 19, 2012, under CAMA, in response to the CBN's Regulation on the Scope of Banking Activities and Ancillary Matters (Regulation 3). This regulation required banks to divest their non-bank subsidiaries or retain the permissible non-bank subsidiaries under a group structure approved by the CBN. FCMB Bank Plc's response to the regulation was a group restructuring plan that was approved by the CBN in December 2011 as the 'Compliance Plan' and subsequently by shareholders at a meeting in December 2012. The CBN granted a Financial Holding Company Licence to FCMB Group Plc in May 2013.

FCMB Group Plc was incorporated with an authorised share capital of ₦15,000,000,000, divided into 30,000,000,000 Ordinary Shares of ₦0.50 each. The issued and paid capital at incorporation was ₦9,901,355,390.50, divided into 19,802,710,781 Ordinary Shares of ₦0.50 each.

As of the date of this Pricing Supplement, the issued share capital of the Group is made up of ₦9,901,355,390.50 divided into 19,802,710,781 Ordinary Shares of ₦0.50 each.

The changes in the authorised ordinary share capital of the Group since incorporation are reflected in tabular form as follows:

Year	Authorized Share Capital (₦)		Par Value of each share	Number of shares	Issued and Fully Paid Up (₦)		Consideration/ Method of Issue
	Increase	Cumulative			Increase	Cumulative	
2013		30,000,000,000	₦0.50	19,802,710,781	-	19,802,710,781	Migration from FCMB Bank Plc
2022	-	30,000,000,000	₦0.50	19,802,710,781	-	19,802,710,781	No Change

3. SHAREHOLDING STRUCTURE

As at June 30, 2023, FCMB Group had 19,802,710,781 ordinary shares of 50 kobo each outstanding in the issued share capital.

The table below sets out the issued and paid-up capital beneficially held by shareholders holding more than 5% of the Group's Ordinary Shares as at the date of this Pricing Supplement:

Shareholders	Holdings	% Holdings
FCMB Nominees Capital IRG Trustees Limited	2,041,172,788	10.31
Primrose Investments Limited	1,070,145,152	5.40
Bluechip Holdings Limited	1,000,050,000	5.05

4. DIRECTORS' INTERESTS

The interests of the Directors in the Issued Capital of the Group as recorded in the Register of Directors' interests or as notified by them for the purpose of section 304(1) of CAMA as at June, 2023 are as follows:

Board of Directors	Direct	Indirect
Mr. Ladi Jadesimi	190,463,000	-
Mr. Ladi Balogun	205,166,756	-
Mr. Adegbolahan Joshua	7,500,000	-
Mr. Olufemi Badeji	7,500,000	-
Alhaji Mustapha Damcida	Nil	-
Dr. (Engr) Gregory Ero	Nil	-
Professor Oluwatoyin Ashiru	2,055,187	-
Mrs. Olapeju Sofowora	100,000	-
Mrs. Tokunboh Ishmael	Nil	-
Ms. Muibat Ijaiya	8,000	-

5. STATEMENT OF INDEBTEDNESS

As at December 31, 2022, FCMB Group had a total indebtedness of ₦422,302,461,000 (Four Hundred and Twenty-Two Billion, Three-Hundred and Two Million, Four Hundred and Sixty-One Thousand Naira) through its banking subsidiary (First City Monument Bank Limited). On February 16, 2023, the Issuer issued ₦20,686,000,000 Series I Perpetual 16% Fixed Rate Resettable NC5.25 Additional Tier 1 Subordinated Bonds under the ₦300,000,000,000 Debt Issuance Programme. The principal amount of this bond is outstanding as of the date of this Pricing Supplement.

6. SUBSIDIARIES AND ASSOCIATED COMPANIES

As at the date of this Pricing Supplement, FCMB Group had the following investments in subsidiaries.

Subsidiaries	% Shareholding
First City Monument Bank Limited	100
Credit Direct Limited	100
FCMB Capital Markets Limited	100
CSL Stockbrokers Limited	100
FCMB Pensions Limited	91
FCMB Trustees Limited	100
FCMB (UK) Limited (Subsidiary of First City Monument Bank Limited)	100
CSL Capital (UK) Limited (Subsidiary of CSL Stockbrokers Limited)	75
FCMB Asset Management Limited (Subsidiary of CSL Stockbrokers Limited)	100

7. MATERIAL CONTRACTS

The following agreement(s) have been entered into by the parties and are considered material to the Transaction:

- Programme Trust Deed dated February 16, 2023 executed between FCMB Group Plc on the one part and FCMB Trustees Limited and ARM Trustees Limited (acting as Trustees), setting out the terms on which the bonds to be issued under the Programme are constituted.
- Series I Trust Deed dated February 16, 2023 executed amongst FCMB Group Plc on the one part and FCMB Trustees Limited and ARM Trustees Limited (acting as Trustees), setting out additional terms and conditions applicable to the Series I Bonds.
- A Vending Agreement dated February 16, 2023 executed amongst FCMB Group Plc on the one part and Chapel Hill Denham Advisory Limited and FCMB Capital Markets Limited (acting as Issuing Houses), setting out the terms on which the Issuing houses have agreed to market, manage and coordinate the offering of the Series I Bonds on the Issuer's behalf.
- The Note Issuance Agreement dated February 16, 2023 executed amongst the Issuer, the Bank and the Trustees.
- The Deed of Covenant dated February 16, 2023 issued by the Bank in favour of the Issuer and the Trustees.
- Series II Trust Deed dated October 24, 2023 executed between FCMB Group Plc on the one part and FCMB Trustees Limited and ARM Trustees Limited (acting as Trustees), setting out additional terms and conditions applicable to the Series II Bonds.
- A Vending Agreement dated October 24, 2023 executed between FCMB Group Plc on the one part and Chapel Hill Denham Advisory Limited and FCMB Capital Markets Limited (acting as Issuing Houses), setting out the terms on which the Issuing houses have agreed to market, manage and coordinate the offering of the Series II Bonds on the Issuer's behalf.
- The Note Issuance Agreement dated October 24, 2023 executed amongst the Issuer, the Bank and the Trustees.
- The Deed of Covenant dated October 24, 2023 executed by the Bank in favour of the Issuer and the Trustees.

8. CONSENTS

The under listed parties have given and not withdrawn their written consents to the issue of this Pricing Supplement with their names and reports (where applicable) included in the form and context in which they appear:

Directors of the Issuer	Mr. Ladi Jadesimi
	Mr. Ladi Balogun
	Mr. Femi Badeji
	Mr. Adegbolahan Joshua
	Alhaji Mustapha Damcida
	Professor Oluwatoyin Ashiru
	Dr. (Engineer) Gregory Omosigho Ero
	Mrs. Olapeju Sofowora
	Mrs. Tokunboh Ishmael
	Ms. Muibat I. Ijaiya
Company Secretary	Mrs. Olufunmilayo Adedibu
Lead Issuing House	Chapel Hill Denham Advisory Limited
Joint Issuing House	FCMB Capital Markets Limited
Trustees	ARM Trustees Limited and FCMB Trustees Limited
Solicitors to the Issue	Olaniwun Ajayi LP

Solicitors to the Issuer	Banwo & Ighodalo
Reporting Accountants	Ernst & Young Professional Services
Stockbrokers	CSL Stockbrokers Limited
Auditors	Deloitte and Touche, Nigeria
Registrar	Meristem Registrars & Probate Services Limited
Receiving Bank	FSDH Merchant Bank Limited
Rating Agencies	Global Credit Rating Company Limited and DataPro Limited

9. CLAIMS AND LITIGATIONS

The opinion of the Solicitors to the Transaction, in connection with the Issuance of the Bonds by the Issuer (the "Transaction") is set out below:

- there are no litigation or other dispute resolution claims that may adversely affect the Issuer, the Transaction or the Issuer's ability to perform its obligations in relation to the Transaction.
- there are also no threatened or pending claims or litigation, arbitration or regulatory proceedings, investigations or hearings or any other governmental action (Proceedings), against the Issuer; and
- there are no outstanding settlements, arbitral awards, judgments, rulings, injunctions, or other decrees or orders made in favour of or against the Issuer;

10. MERGERS AND TAKEOVERS

FCMB Group through FCMB Pensions Limited acquired 96.3% of AICO Pensions Management Limited in 2021. The acquisition was a private sale with a purchase price of ₦10.37 per share. Subsequently, both entities merged into a single entity - FCMB Pensions Limited. As at the date of this Pricing Supplement, except as disclosed above, the Issuer has not received any merger or takeover offer from a third party in respect of its securities nor has the Issuer made any merger or takeover offer to any other company in respect of such other company's securities within the current or preceding financial years.

11. EXTRACT OF ISSUER'S MEMORANDUM AND ARTICLES OF ASSOCIATION

Below are relevant extracts from the Issuer's Memorandum and Articles of Association

Memorandum:

- The objects for which the company is established are:
 - To carry on business as a financial holding company
 - To invest in and hold controlling shares in as well as manage equity investment in the following companies: FCMB Plc, FCMB (UK) Limited, Credit Direct Limited, FCMB Capital Market Limited, First City Asset Management Limited and CSL Limited; as well as any other company that may be subscribed to or registered by the company in accordance with any statutes, rule and regulations to which the company may be subject from time to time.

Articles of Association:

- Borrowing Powers**
The Directors may exercise all the powers of the company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as a security for any debt, liability or obligation of the company or of any third party.

12. RELATED PARTY TRANSACTION

- The gross value of related party loans as at 31 December 2022 was ₦759.67million and also these related party loans are performing.

- On February 16, 2023, the purchase of the ₦20.68 billion Intercompany Notes of the First City Monument Bank by the FCMB Group. This is documented in the Note Issuance Agreement and Deed of Covenant between the Issuer and Noteholder, FCMB Group Plc.

13. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents may be inspected at the offices of Joint Issuing Houses during normal business hours on any weekday (except public holidays) from the date of issuance of this Pricing Supplement:

- (a) Certificate of Incorporation of the Issuer duly certified by the CAC;
- (b) The Memorandum and Articles of Association of the Issuer duly certified by the CAC;
- (c) The Board Resolution of the Issuer dated 22 April 2022 authorizing the Debt Issuance Programme;
- (d) The Board Resolution of the Issuer dated 28 July 2023 authorizing the issuance of the Series II Bonds;
- (e) CAC Certified Status Report reflecting amongst other information: a.) the Issuer's Share Capital, b.) the Issuer's Directors;
- (f) The Audited Financial Statements of the Group for each of the five years ended December 31 2022, 2021, 2020, 2019 and 2018;
- (g) The Management Accounts up to June 30, 2023
- (h) The Reporting Accountants Report on Audited Accounts of the Group for five years ended December 31, 2022, 2021, 2020, 2019, 2018;
- (i) The material contracts referred to on page 33;
- (j) The written consents referred to above;
- (k) The Shelf Prospectus issued in respect of the Debt Issuance Programme dated February 16, 2023;
- (l) The Series II Pricing Supplement
- (m) The Rating Report issued by DataPro in respect of the Issuer
- (n) The Rating Report issued by DataPro in respect of the Issue
- (o) SEC letter approving the establishment of the Programme;
- (p) SEC letter approving the registration of this Pricing Supplement;
- (q) CBN's No-Objection Letter;
- (r) The schedule of claims and litigations and the opinion of the Solicitors to the Issuer prepared in connection therewith; and
- (s) The Series I & II Note Issuance Agreements dated February 16, 2023 and October 24, 2023, respectively.

14. ADDITIONAL INFORMATION

Nigerian Regulatory Environment

In relation to the issuance of securities by banks in Nigeria, the relevant laws and regulations are primarily set out in the Central Bank Act 2007, the BOFIA, the ISA, the Nigerian SEC Rules and the CAMA. The principal regulators are the CBN and the Nigerian SEC.

The CBN is charged with regulatory authority over banks and other financial institutions in Nigeria. The Group, being subject to the regulatory oversight of the CBN, is required to procure the approval of the CBN prior to undertaking the issuance of the Bonds. The Nigerian SEC is the apex regulatory authority of the Nigerian capital market and in that capacity, regulates all public companies in Nigeria and oversees the issuance of securities to the Nigerian investing public.

Additional Tier 1 Rules under Nigerian Law

The CBN, by a circular dated 2 September 2021, released the Guidelines on Regulatory Capital, which seeks to implement Basel III standards, ancillary Basel III guidelines, and reporting templates for implementation by banks.

The circular notes that implementation of the guidelines will commence from November 2021 for an initial period of six (6) months, which may then be extended by another three (3) months, subject to the achievement of supervisory milestones. The ancillary Basel III guidelines cover (1) leverage ratio (2) liquidity coverage ratio (3) liquidity monitoring tools (4) large exposures and (5) liquidity risk management and internal liquidity adequacy assessment process. The rules on Additional Tier 1 capital are outlined in the Guidelines on Regulatory Capital.

In addition to providing that there is no limit on the inclusion of Tier 1 capital for the purpose of calculating total regulatory capital, the Guidelines on Regulatory Capital provides that Additional Tier 1 capital consists of the sum of the following:

- (a) Instruments issued by the Bank that meet the criteria for inclusion in Additional Tier 1 capital and not included in Common Equity Tier 1 (CET1) capital;
- (b) Stock surplus (share premium) resulting from the issue of instruments included in Additional Tier 1 capital;
- (c) Instruments issued by consolidated subsidiaries of the Bank and held by third parties that meet certain criteria for inclusion in AT1 capital and are not included in CET1 capital.

To qualify as Additional Tier 1 capital, the Bonds issued by the Group must meet or exceed the criteria set out in the Guidelines on Regulatory Capital. It should be noted, however, that the Basel III guidelines issued by the CBN on 2 September 2021 are yet to go into effect and the Bank would not be subject to its provisions until implementation commences.

Distributable Items and Restrictions on Dividend Distribution

Pursuant to section 427 of CAMA, a company may pay dividends to shareholders only out of profits available for the purpose. These encompass the company's accumulated, realised profits (so far as not previously utilised by distribution or capitalisation), less its accumulated, realised losses (so far as not previously written off in a lawfully made reduction or reorganisation of capital).

Section 428 of CAMA precludes a company from declaring or paying dividends if there are reasonable grounds for believing that the company is or would be, after the payment, unable to pay its liabilities as they become due. Added to this, section 16 of the BOFIA further precludes a bank from paying dividends until (1) all its preliminary expenses, organizational expenses, shares selling commission, brokerage, amount of losses incurred, and other capitalized expenses not represented by tangible assets have been completely written off (2) adequate provisions have been made to the satisfaction of the CBN, for actual and contingent losses on assets, liabilities, off-balance sheet commitments and such unearned incomes as are derivable therefrom (3) it has complied with any capital ratio requirement as specified by the CBN and (4) it has satisfied any other corporate governance and prudential requirements that may be stipulated by the CBN.

Capital Adequacy

According to the prospective Basel III capital adequacy framework, the Group will have capital adequacy requirements of CET 1 capital ratio of 11.5 per cent and total capital adequacy ratio of at least 16 per cent (see table below). These capital adequacy requirements take into consideration a capital conservation buffer (CCB1) of 1 per cent and such buffer requirements can only be met with the CET1 Capital of the Group.

As of 2021, a countercyclical capital buffer of 0 - 2.5 per cent has been suspended in Nigeria until such further date as it may be needed (as determined by the CBN).

In addition to the above-mentioned requirements, the Group must hold capital for requirements under the CBN Guidance Notes on Regulatory Capital 2015, which is the Basel II framework. These requirements are specific to each institution and are decided by the Relevant Regulator. Various factors are assessed within the CBN Guidance Notes on Regulatory Capital 2015, such as liquidity risks, concentration risks, residual risks, pension risk, interest rate risk in other operations, additional systemic risk needs, etc. The Relevant Regulator also calculates the need to hold a capital planning buffer under the Guidance Notes on Regulatory Capital 2015 and will also do same under the newly issued *Guidelines on Regulatory Capital, which seeks to implement Basel III standards*.

It is the Group's current intention that, whenever exercising its discretion to propose any dividend or distributions in respect of its Ordinary Shares, or its discretion to cancel any payment of interest on the Bonds, it will take into account the relative ranking of these instruments in its capital structure. However, the Group may at any time depart from this intention at its sole discretion, and as further set out in "The Issuer can decide to cancel interest payments due on the Bonds in its sole and absolute discretion and, in certain circumstances, be required to cancel interest payments under the Bonds. The Bonds are not cumulative instruments and cancelled interest will not accrue", in accordance with the Relevant Rules and the Conditions, it may in its discretion elect to cancel any payment of interest on the Bonds or any distributions in respect of the Ordinary Shares at any time and for any reason.

With regard to its tier 1 ratio, the Group aims to exceed, under normal circumstances, the tier 1 capital requirement communicated to the Group by the Relevant Regulator.

On 2 September 2021, the CBN published its Basel III Guidelines which stated that the implementation of Basel III will commence with effect from November 2021 and replace the Basel II guidelines.

The Group is currently targeting a CET 1 above 10.5%. The Group gives no assurance as to what its CET 1 will be at any time as the ratio may be impacted by future regulatory changes, unexpected events affecting the Group's business, operations and financial condition, any acquisitions or capital reductions and by the CBN's prescriptions for the determination of the ratio.

In the table below, the Group has presented proforma capital adequacy position as at 30 June 2023. The purpose of the proforma capital adequacy ratios set out in the table below is to present the regulatory capital adequacy position of the Group as at 30 June 2023 adjusted for the effect of the proposed issue of ₦40 billion of Bonds.

FCMB Group's Summarized Capital Adequacy Ratios as at 30 June 2023			
	FCMB Group 30-June-23	Proforma Adjustment AT1 Issue	Proforma FCMB Group net of AT1 Issue 30-June-23
Common Equity Capital Ratio	11.54%	0%	11.54%
Additional Tier 1 Capital Ratio	1.11%	2.14%	3.25%
Tier 1 Capital	12.65%	2.14%	14.79%
Total Capital Ratio	16.42%	2.14%	18.56%

1) The Capital Adequacy Ratios contained in this table have been rounded to the nearest decimal place. Any discrepancies in the sum of the ratios in this table are due to rounding.

2) The summarized Capital Adequacy Ratios of FCMB Group Plc as at 30 June 2023 are extracted from the financial statements for the half-year ended 30 June 2023 (which are not subject to Deloitte's audit or review processes).

Capital Ratios and Elements	REGULATORY REQUIREMENTS	
	Applicable under Basel II	Applicable under Basel III
Tier 1 Ratio	N/A	11.25%
CET 1 Ratio	N/A	10.50%
Capital Adequacy Ratio	15%	15%
Capital Conservation Buffer (CCB1)	N/A	1%
Higher Loss Absorbency (HLA) requirement	N/A	N/A%
Total Capital Adequacy Ratio (including buffer requirements)	15%	16%
Leverage Ratio (Bank)	N/A	4%

SCHEDULE I: USE OF PROCEEDS

The estimated net issue proceeds from the Series II Bond Issuance - amounting to ₦25,594,486,962.50 following the deduction of the offer costs of ₦405,513,037.50 representing 1.5597% of the gross proceeds - will be utilised in accordance with the table provided below.

Use of Proceeds	Amount	%	Duration
Purchase of the Intercompany Notes to be issued by First City Monument Bank, for purposes of the Bank financing incremental term lending in focus sectors and shoring up the Bank's regulatory capital base	₦25,594,486,962.50	100%	Perpetual

SCHEDULE II: COUPON PAYMENT SCHEDULE

The following table indicates the semi-annual coupon payments due to Bondholders over the first 5 years of the Bonds until the coupon reset date. The table reflects a coupon of 16%.

Coupon Payment Schedule

PERIOD	SEMI-ANNUAL COUPON PAYMENT (₦)
Payment 1	2,080,000,000.00
Payment 2	2,080,000,000.00
Payment 3	2,080,000,000.00
Payment 4	2,080,000,000.00
Payment 5	2,080,000,000.00
Payment 6	2,080,000,000.00
Payment 7	2,080,000,000.00
Payment 8	2,080,000,000.00
Payment 9	2,080,000,000.00
Payment 10	2,080,000,000.00

There is no scheduled principal repayment.

FCMB GROUP PLC

Long-Term Rating:

A

Short Term Rating: A2

Previous Rating: A

Rating Outlook: Positive

Trend: UP

Currency: Naira

Date Issued: 25 Aug., 2023

Valid Till: 24 Aug., 2024

Reference:

Abiodun Adeseyoju, FCA.

Abimbola Adeseyoju

Oladele Adeoye

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

EXECUTIVE SUMMARY

	2022 N'M	2021 N'M	2020 N'M	2019 N'M	2018 N'M
Gross Earnings	282,982	212,012	198,371	181,250	177,249
Profit Before Tax	36,570	22,717	21,912	20,130	18,442
Shareholders' Funds	275,880	243,806	227,120	200,667	183,427
Deposit Liabilities	2,069,274	1,715,161	1,376,496	1,033,147	860,887
Net Loans & Advances	1,195,627	1,063,589	822,773	715,881	633,035
Total Assets	2,983,053	2,493,198	2,058,393	1,668,506	1,431,298

Rating Explanation

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

The Long-Term Rating of **A** indicates *Low Risk*. It shows very good Financial Strength, Operating Performance and Business Profile when compared to the standards established by *DataPro*. This Company, in our opinion, has a very strong ability to meet its ongoing obligation.

RATING SYNOPSIS

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

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

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

Overall, the following were observed:

Positive Rating Factors

- Diversified Revenue Base
- Experienced Management
- Strong Operating Subsidiaries
- Good Asset Quality

Negative Rating Factors

- Concentration Risk
- Declining Capital Adequacy Ratio

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

FCMB GROUP PLC

DataPro Rating:

BBB

Security Type: Up To ₦40b Senior, Unsecured, Fixed Rate Series 2 Resettable NC 5.25 Additional Tier 1 Bond

Resettable Date: 2028

Rating Outlook: Positive

Currency: Naira

Rating Watch: Applicable

Date Issued: 25 Aug., 2023

Valid Till: 24 Aug., 2024

Reference:

Abiodun Adeseyoju, FCA.
Abimbola Adeseyoju
Oladele Adeoye

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

Up To ₦40billion Senior, Unsecured, Fixed Rate Series 2 Resettable NC 5.25 Additional Tier 1 Bond under the ₦300billion Debt Issuance Programme

EXECUTIVE SUMMARY

	2022 ₦'M	2021 ₦'M	2020 ₦'M	2019 ₦'M	2018 ₦'M
Gross Earnings	282,982	212,012	198,371	181,250	177,249
Profit Before Tax	36,570	22,717	21,912	20,130	18,442
Shareholders' Funds	275,880	243,806	227,120	200,667	183,427
Deposit Liabilities	1,715,161	1,715,161	1,376,496	1,033,147	860,887
Net Loans & Advances	1,195,627	1,063,589	822,773	715,881	633,035
Total Assets	2,983,053	2,493,198	2,058,393	1,668,506	1,431,298

Rating Explanation

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

ISSUE QUALITY

In the course of our review, we observed the following qualities about the Issue.

- The Issuer has the ability to continually generate Revenue by carrying out Financial Services.
- The historical ability of the Issuer to generate Pre-Tax Profit in the last five years (2018 – 2022).
- The Investment Grade Rating of the Issuer
- The Issuer's current NPL of less than 5%
- The current CAR above Regulatory demand
- The current CET1 above Regulatory demand
- The Governance Structure around the operation of the Issue Account.
- The Bond holders have a direct obligation owed to them by the Issuer.

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The information in this section is a summary of the certain provisions of the Series II Trust Deed. This summary should be read in conjunction with and is qualified in its entirety by reference to all the provisions of the Programme Trust Deed. A copy of the Series II Trust Deed is available for inspection at the registered office of the Bond Trustees

2. THE SERIES II BONDS

- 2.1. The Series II Bonds shall be issued in the aggregate nominal amount of ₦26,000,000,000 (Twenty Six Billion Naira) and upon the issue of the Bonds, the Bonds shall become constituted by this Deed without further formality.
- 2.2. The Series II Bonds shall constitute direct, fixed rate, resettable unsecured and subordinated obligations of the Issuer.
- 2.3. The Bonds shall be issued by way of an offer for subscription through a book building process.
- 2.4. Subject to the approval of the Exchange, the Series II Bonds shall be, and the Issuer shall ensure that the Series II Bonds are, listed on the Exchange.
- 2.5. The Bonds shall be issued in denominations of ₦1,000.00 (One Thousand Naira) each with a minimum subscription of ₦5,000,000.00 (Five Million Naira) and multiples of ₦1,000,000.00 (One Million Naira) thereafter.
- 2.6. Subject to the provisions contained herein, the Series II Bonds shall be:
 - (a) a perpetual instrument of the Issuer with no scheduled maturity date; and
 - (b) subject to Condition 4.4 (Non-Viability Event) be a non-convertible instrument.
- 2.7. The Series II Bonds shall form a separate series of Bonds issued under the Programme and accordingly, the provisions of this Series Trust Deed and its Conditions in the Schedule shall apply mutatis mutandis separately and independently to the Series II Bonds.

3. SOURCE OF PAYMENT OF INTEREST

The Issuer shall make payment of the principal (subject to terms and conditions on redemption outlined under Condition 5 of Schedule 1 of this Deed), the interest or other sums due in respect of the Series II Bonds from the Payment Account. The Payment Account shall be funded through the remittances made by the Issuer's commercial banking subsidiary as repayments due in relation to the Intercompany Notes issued by the subsidiary of the Issuer under the Note Issuance Agreement.

4. USE OF PROCEEDS

The net proceeds of the issuance of the Series II Bonds shall be utilized to purchase the Intercompany Notes to be issued by the Issuer's commercial banking subsidiary for the purposes of financing incremental term lending in focused sectors and shoring up the Issuer's commercial banking subsidiary's regulatory capital base.

5. COVENANT TO REPAY PRINCIPAL AND PAY INTEREST

- 5.1. The Issuer will (subject, where applicable, to the Conditions) on any date when any Bonds become due to be redeemed, or on such earlier date as the same or any part thereof may become due and repayable thereunder, in accordance with the Conditions and upon the approval of the Relevant Regulator, as may be required, unconditionally pay or procure to be paid to or to the order of the Trustees in immediately available funds the nominal amount in respect of the Bonds becoming due for redemption on that date and shall in the meantime and until redemption in full of the Bonds (both before and after any judgment or other order of a court of competent jurisdiction) unconditionally pay or procure to be paid to or to the order of the Trustees as aforesaid interest (which shall accrue from day to day) on the nominal amount of the Bonds at rates and/or in amounts calculated from time to time in accordance with, or specified in, and on the dates provided for in, the Conditions (subject to Clause 5 (Subordination)), provided that:
 - (a) every payment of principal or interest or other sum due in respect of the Bonds made to or to the order of the Trustees shall be in satisfaction pro tanto of the relative covenant by the Issuer in this Clause contained in relation to the Bonds except to the extent that there is a default in the subsequent payment thereof in accordance with the Conditions to the relevant Bondholders;

(b) in the case of any payment of principal (in accordance with Conditions hereof) which is not made to the Trustees on or before the due date for the exercise of such payment, interest shall continue to accrue on the nominal amount of the Bonds at the rates aforesaid up to and including the date which the Trustees determines to be the date on and after which payment is to be made in respect thereof as stated in a notice given to the holders of the Bonds (such date to be not later than 30 days after the day on which the whole of such principal amount, together with an amount equal to the interest which has accrued and is to accrue pursuant to this provision up to and including that date, has been received by the Trustees); and

(c) in any case where payment of the whole or any part of the principal amount of the Bond (in accordance with Conditions hereof) is improperly withheld or refused upon due presentation thereof (other than in circumstances contemplated by (b) above) interest shall accrue on the nominal amount of such Bonds (payment of which has been so withheld or refused both before and after any judgment or other order of a court of competent jurisdiction) at the rates aforesaid (or, if higher, the rate of interest on judgment debts for the time being provided by Nigerian law) from the date of such withholding or refusal until the date on which, upon further presentation of the Bonds, payment of the full amount (including interest as aforesaid) payable in respect of the Bonds is made or (if earlier) the seventh day after notice is given to the relevant Bondholders (whether individually or in accordance with Condition 10 (Notices)) that the full amount (including interest as aforesaid) in respect of the Bonds is available for payment, provided that upon further presentation thereof being duly made, such payment is made.

5.2. Notwithstanding any other provisions in this Series Trust Deed, the Issuer shall not be obliged to pay any interest or other amount: -

(a) on the outstanding principal amount accrued to and including the date on which the Bonds are Written-off in accordance with the Non-Viability Loss Absorption Condition (as defined in the Condition 4); or

(b) to the extent such payment is required to be cancelled in accordance with Condition 3.5 (*Cancellation of Interest*).

5.3. The Trustees shall hold the benefit of this covenant and the other covenants in this Series Trust Deed on trust for the bondholders and itself in accordance with this Series Trust Deed.

5.4. The Issuer shall be at liberty from time to time (but subject always to the provisions of these presents) without the consent of the Bondholders to create and issue further Bonds having terms and conditions the same as the Bonds (or the same in all respects save for the amount and date of the first payment of interest thereon and the date from which interest starts to accrue) and so that the same shall be consolidated and form a single series with the outstanding Bonds.

6. SUBORDINATION

6.1. The Bonds constitute unsecured and subordinated obligations of the Issuer in respect of which, upon the occurrence of a Non-Viability Event, the rights and claims of each Bondholder will be Written-Off, as provided in Condition 4 (*Loss Absorption upon the occurrence of a Non-Viability Event*).

6.2. The claims of the Trustees, the Bondholders in respect of the Series II Bonds to payments of the nominal amount of the Bonds for the time being outstanding and any other amounts payable in respect of the Bonds (including any accrued and uncanceled interest or damages awarded for breach of any obligations under the Conditions) shall, in the event of a Subordination Event and for so long as the Subordination Event subsists, rank:

(a) junior in right of payment to all Senior Obligations;

(b) rank *pari passu* without any preference among themselves and with any obligations of the Issuer in respect of any Additional Tier 1 Instrument;

(c) rank *pari passu* in right of payment with payments to holders of all present or future outstanding Parity Obligations; and

(d) senior in right of payment to holders of all present or future outstanding Junior Obligations.

6.3. Subject to Applicable Law, all payment obligations of, and payments made by, the Issuer under the Series II Bonds

must be determined and made without reference to any right of set-off or counterclaim of the Bondholders whether arising before or in respect of any Subordination Event and the Bondholders shall not exercise any right of set-off or counterclaim in respect of any amount owed to the Bondholders by the Issuer under the Conditions and any such rights shall be deemed to be waived.

7. SOLVENCY CONDITION

- 7.1. Payments in respect of the Principal Amount and Interest are conditional upon the Issuer being solvent at the time of payment by the Issuer, and no principal of or interest on the Bonds shall be due and payable in respect of the Bonds except to the extent that the Issuer could make such payment and still be solvent immediately thereafter and have secured the approval of the Regulator as may be required under the Guidelines.
- 7.2. For the purposes of this Clause 6, the Issuer shall be solvent if: (i) it is able to pay its debts owed to Senior Creditors as they fall due and (ii) its assets (in its latest audited financial statements) exceed its liabilities to Senior Creditors (the "Solvency Condition").
- 7.3. Amounts representing any payments in respect of which the Solvency Condition are not satisfied on the date upon which the same would otherwise be due and payable ("Solvency Claims") will be payable by the Issuer (a) subject to Clause 5 (Subordination), in a winding-up, liquidation, or similar process of the Issuer and (b) subject to satisfying the Solvency Condition, on any redemption of the Bonds, provided that in the event that, prior to any winding-up, liquidation or similar process of the Issuer, the Issuer shall again be solvent and would be solvent immediately after the making of such payment of Solvency Claims, then the Issuer shall promptly notify the Trustees and the Bondholder of such fact and the Solvency Claims shall, subject to satisfying the Solvency Condition and upon the approval of the Relevant Regulator, be due and payable on the sixteenth Business Day after the Issuer shall have given such notice.
- 7.4. A Solvency Claim shall not bear interest unless and only so long as the Issuer shall be solvent once again, in which case interest shall accrue on any such Solvency Claim from (and including) the date on which the Issuer is so solvent again to (but excluding) the date on which such Solvency Claim is paid. Any such interest shall accrue at a rate equal to the then applicable Rate of Interest determined in accordance with the Conditions.

8. COVENANTS OF THE ISSUER

- 8.1. So long as the Bonds remain outstanding, the Issuer shall comply with Clause 7 (Covenants of the Issuer) of the Programme Trust Deed (save for the covenants contained in clause 4.1 (Covenant to Repay Principal and Pay Interest on the Bonds) and clause 5.2 (Pari passu ranking) thereof) and the additional covenants outlined below: -
 - (a) observe and comply with its obligations under the Conditions of this Series Trust Deed;
 - (b) notify the Trustees in writing immediately on its becoming aware of the occurrence of any Non-Viability Event, Subordination Event, Tax Event or Capital Disqualification Event or any event which with the giving of notice and/or the lapse of time and/or the issue of a certificate would constitute a Non-Viability Event, Subordination Event, Tax Event or Capital Disqualification Event or any breach by it of any provision of this Series Trust Deed and in each case without waiting for the Trustees to take any further action;
 - (c) forthwith upon request by the Trustees give notice to the Bondholders of any irrevocable payment to the Trustees of any sum due in respect of the Bonds made after the due date for such payment;
 - (d) not less than the number of days specified in the relevant Condition prior to the redemption or repayment date in respect of any Bond, give to the Trustee notice in writing of the amount of such redemption or repayment pursuant to the Conditions;
 - (e) obtain and maintain from time to time when necessary all such authorisations, approvals, consents and licences and satisfy such (if any) other requirements as may be required under any applicable law or regulation (including, for the avoidance of doubt, by the Central Bank of Nigeria), to enable it to carry on its business and to perform its obligations under the Series II Bonds and this Series Trust Deed or for the continuing validity and enforceability of the Bonds and this Series Trust Deed and it shall comply with all the terms of the same;
 - (f) preserve and keep in full force and effect its corporate existence and at all times comply in all material

respects with all applicable laws and regulations, non-compliance with which could (in the opinion of the Trustees) be materially prejudicial to the interests of the Bondholders;

- (g) at any time after the Issuer shall have purchased any Bonds and retained such Bonds for its own account, and after being so requested by the Trustees, notify the Trustees, to that effect and deliver to the Trustees promptly a certificate of the Issuer signed by two directors of the Issuer setting out the total number of Bonds which, at the date of such certificate, are held by or for the benefit of the Issuer;
- (h) give prior notice to the Trustees of any proposed redemption pursuant to Condition 5.4 (*Redemption upon a Capital Disqualification Event*), Condition 5.3 (*Redemption for Tax Reasons*) or Condition 5.2 (*Optional Redemption*).

9. PAYMENT ACCOUNT

- 9.1. The Issuer shall establish an account called the "Payment Account" not later than Ten (10) Business Days after the Issue Date which shall be opened in the name of the Trustees, i.e. **ARM TRUSTEES/ FCMB TRUSTEES – FCMB BOND PAYMENT ACCOUNT** and shall also be under the custody and administration of the Trustees on behalf of the Bondholders.
- 9.2. The Issuer shall ensure that funds required to meet any of its interest and other payment obligations under this Trust Deed shall be paid into the Payment Account, at least 5 (five) Business Days before the next Interest Payment Date. Upon confirmation that the requisite funds required to meet the Issuer's obligations to the Bondholders under this Trust Deed have been received by the Trustees, the Trustees shall remit the said funds to the Registrar; the Registrar shall, not later than forty-eight (48) hours after the receipt of the said funds, make the necessary payments to the Bondholders.
- 9.3. The amount standing to the credit of the Payment Account from time to time shall be applied to meeting the obligations of the Issuer as follows: -
 - (i) Interest payments;
 - (ii) Trustees' fees and expenses (as indicated in the respective appointment letters of the Trustees and as may be agreed from time to time between the Issuer and the Trustees);
 - (iii) Annual listing fees;
 - (iv) Annual ratings agencies' fees;
 - (v) Any excess left over at the end of the Programme and after due discharge of all the Issuer's obligations aforesaid shall be paid over to the Issuer.
- 9.4. The Trustees may at their discretion and pending payment obligation of the Issuer invest the funds in the Payment Account in accordance with the Trustees Investment Act

10. POWERS, RIGHTS, DUTIES AND INDEMNITIES OF THE TRUSTEES

- 10.1. The Trustees shall have all the powers, rights, duties and reliefs as set out in Clause 2 and 3 (Appointment of Trustees and Declaration of Trust) and Clause 19 (Powers, , Duties, Reliefs and Indemnities of the Trustees) of the Programme Trust Deed.
- 10.2. In addition to the above, the Trustees shall:
 - 10.2.1. comply with the fiduciary duties owed to the Bondholders in accordance with this Deed and the Applicable Laws and act in the best interest of the Bondholders;
 - 10.2.2. act impartially and solely in the best interest of all Bondholders in the management of the trust property;
 - 10.2.3. not to let their commercial interests and the duties owed to the Bondholders in connection with and under this Deed conflict;

- 10.2.4. not commingle their funds with those of the trust created under this Deed;
- 10.2.5. segregate their assets from the trust property;
- 10.2.6. not pledge or charge the trust property except as permitted by the Programme Trust Deed, this Deed or any Applicable Law; and
- 10.2.7. not delegate their duties except as permitted by this Deed or the Programme Trust Deed.

11. SEVERABILITY

Any term or provision of this Deed or the application thereof to any circumstance that is prohibited or unenforceable (to any extent) in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such illegality, invalidity, prohibition or unenforceability without invalidating or rendering unenforceable, the remaining terms or provisions hereof or the application of such term or provision to circumstances other than those to which it is held invalid, illegal or unenforceable. Any such illegality, invalidity, prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other relevant jurisdiction. To the extent permitted by Applicable Law, the Parties hereto waive any provision of law that renders any term or provision of this Deed illegal, invalid, prohibited or unenforceable in any respect.

12. BENEFIT OF THE TRUST DEED

Nothing in this Deed or in the Series II Bonds, express or implied, shall give to any person, other than the Parties hereto and their successors hereunder and the Bondholders, and where specified herein, the beneficial owners of the Series II Bonds, any benefit or any legal or equitable right, remedy or claim under this Deed.

13. ASSIGNMENT

The Parties to this Trust Deed shall not assign or transfer any of its rights, interests or obligations under or in respect of this Deed to any person, without the prior written consent of the Trustees.

14. COMPLIANCE WITH THE INVESTMENT AND SECURITIES ACT

The Trustees in exercise of the powers and discretions vested in them pursuant to this Trust Deed shall comply with the provisions of the ISA, the SEC Rules and the Trustee Investments Act.

15. GOVERNING LAW AND JURISDICTION

This Trust Deed shall be governed by and construed in accordance with Nigerian law and the Courts shall have exclusive jurisdiction to determine any dispute arising out of or in connection with this Trust Deed.

16. COUNTERPARTS

This Trust Deed may be executed simultaneously in any number of counterparts, each of which shall be deemed to be an original, but all of which taken together, shall constitute one and the same instrument.

17. PAYMENT CURRENCY

The currency for repayment of the Bonds shall be in Nigerian Naira, and this clause shall not be amended without the written confirmation of the Parties.

SCHEDULE I:

TERMS AND CONDITIONS

The following is the text of the general terms and conditions which, (save for the italicised text), will apply to the Series II Bonds.

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

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

1. **Form, Denomination and Title**

1.1 **Form and Denomination**

The Bonds shall be issued in registered form in denominations of ₦1,000 (One Thousand Naira), with a minimum subscription of ₦5,000,000.00 (Five Million Naira) and multiples of ₦1,000,000.00 (One Million Naira) thereafter and the Bonds issued under this Trust Deed shall be perpetual, fixed rate resettable AT 1 subordinated bonds.

The Bonds will be issued in uncertificated (dematerialised or book-entry) form, which shall be registered with a separate securities identification code with the Clearing System in addition to being registered in the Register of Bondholders.

1.2 **Title**

Title to Bonds shall be effected in accordance with the rules governing transfer of title in securities held by the Clearing System. In these Conditions, Bondholders and (in relation to a Bond) holder means the person in whose name a Bond is registered in the Register of Bondholders.

2. **Status of the Bonds**

2.1 Subordination

The Series II Bonds (and claims for payment by the Issuer in respect thereof), which are intended to qualify as Additional Tier 1 Capital and Tier 1 Capital of the Issuer in accordance with Applicable Law and regulations and under the relevant approval of the Relevant Regulator, will constitute direct, unsecured and subordinated obligations of the Issuer and shall, in the case of a Subordination Event and for so long as the Subordination Event subsists, rank: -

- (a) subordinate in right of payment to the payment of all present and future Senior Obligations;
- (b) *pari passu* without any preference among themselves and with all present and future Parity Obligations; and
- (c) in priority to all payments in respect of all present and future Junior Obligations.

By virtue of the subordination of the Bonds, as set out in this Condition 2, no amount will, in the case of a Subordination Event and for so long as the Subordination Event subsists, be paid under the Bonds until all payment obligations in respect of Senior Obligations have been satisfied.

2.2 No Set-off or Counterclaim

Subject to Applicable Law, no Bondholders may exercise, claim or plead any right of set-off, compensation or retention in respect of any amount owed to it by the Issuer in respect of, or arising under or in connection with the Bonds or this Series Trust Deed and each Bondholder shall, by virtue of its holding any Bonds, be deemed to have

waived all such rights of set-off, claim, compensation or retention. Notwithstanding the preceding sentence, if any of the amounts owing to any Bondholder by the Issuer is discharged by set-off (whether by operation of law or otherwise), such Bondholder shall unless such payment is prohibited by law, immediately pay an amount equal to the amount of such discharge to the Issuer or, in the event of its winding up or administration, the liquidator or administrator, as appropriate, of the Issuer and, until such time as payment is made, shall hold an amount equal to such amount in trust for the Issuer, or the liquidator or administrator as appropriate, of the Issuer (as the case may be), and accordingly any such discharge shall be deemed to have taken place.

2.3 Solvency Condition

- (a) Payments in respect of Principal Amount and Interest are conditional upon the Issuer being solvent at the time of payment by the Issuer, and no principal of or interest on the Bonds shall be due and payable in respect of the Bonds except to the extent that the Issuer could make such payment and still be solvent immediately thereafter and has secured the approval of the Regulator as may be required under the Guideline. For the purposes of this Condition 2.3 (a), the Issuer shall be solvent if: (i) it is able to pay its debts owed to Senior Creditors as they fall due and (ii) its assets (in its latest audited financial statements) exceed its liabilities to Senior Creditors (the "**Solvency Condition**").
- (b) Amounts representing any payments in respect of which the Solvency Condition is not satisfied on the date upon which the same would otherwise be due and payable ("**Solvency Claims**") will be payable by the Issuer (a) subject to Clause 5 (*Subordination*), in a winding-up, liquidation, or similar process of the Issuer and (b) subject to satisfying the Solvency Condition and upon the approval of the Relevant Regulator, on any redemption of the Bonds, provided that in the event that, prior to any winding-up, liquidation or similar process of the Issuer, the Issuer shall again be solvent and would be solvent immediately after the making of such payment of Solvency Claims, then the Issuer shall promptly notify the Trustees and the Bondholder of such fact and the Solvency Claims shall, subject to satisfying the Solvency Condition, be due and payable on the sixteenth Business Day after the Issuer shall have given such notice.

3 **Interest**

3.1 Rate of Interest

Each Bond shall bear interest on its outstanding Principal Amount at a rate per annum equal to:

- (a) in respect of the period from (and including) the Issue Date to (but excluding) the First Reset Date, at the rate of 16% per annum ("**Initial Interest Rate**"); and
- (b) in respect of each Reset Period, the aggregate of: (i) the Reset Margin of 1.44% per annum and (ii) the then applicable Benchmark Rate ("**Reset Interest Rate**" and together with the Initial Interest Rate, each a "**Rate of Interest**") as determined by the Calculating Agent on the Reset Determination Date.

3.2 Interest Payment

Interest will accrue from the Issue Date. The first Interest Payment Date shall be April 24, 2024. The Interest shall be due and payable every 6th and 12th month respectively thereafter (each, an "**Interest Payment Date**"). There will be a long first Interest Period from (and including) the Issue Date to (but excluding) the first Interest Payment Date.

3.3 Calculation of Interest

Interest shall be calculated in respect of any period by applying the Rate of Interest to the aggregate principal amount of the outstanding Bonds, multiplying such sum by actual number of days in a month/actual number of days in the year.

3.4 Determination and Notification of Reset Interest Rate

The Calculation Agent will, at or soon as practicable after the relevant time, determine the Reset Interest Rate and cause it to be notified to the Issuer and any stock exchange on which the Bonds are for the time being listed and notice thereof to be published in accordance with Condition 10 as soon as possible after such determination but in

no event later than the fourth Business Day thereafter. For the purposes of this paragraph, the expression "Business Day" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in Lagos.

3.5 Cancellation of Interest

- (a) The Issuer may elect, in its sole and absolute discretion, to cancel any payment of interest in whole or in part at any time and for any reason, including but not limited to circumstances where:
- (i) the Issuer has insufficient Distributable Items to make payment of interest in respect of the Bonds scheduled for payment in the then current financial year and any other interest payments or distributions paid and/or required and/or scheduled to be paid out of Distributable Items in such financial year, in each case excluding any portion of such payments already accounted for in determining the Distributable Items of the Issuer; or
 - (ii) in accordance with Capital Regulations then in force, the Issuer is required to cancel the relevant payment of interest in respect of the Bonds in whole or in part and the Issuer, without prejudice to the right above to cancel all such payments of interest in respect of the Bonds, elects to make partial or, as the case may be, no such payment of interest in respect of the Bonds; or
 - (iii) the Issuer is in breach of the Solvency Condition on the Business Day prior to an Interest Payment Date.
- (b) Following any such election, the Issuer shall give notice to Bondholders in accordance with Condition 10 and to the Trustees of the cancellation of interest payment. Any failure by the Issuer to give any such notice to or otherwise to so notify Bondholders will not in any way impact on the effectiveness of, or other invalidate, any such election, or give Bondholders any rights as a result of such failure.

3.6 Interest Payment Non-Cumulative

Interest payments in respect of the Bonds will be non-cumulative. Accordingly, if any payment of interest (or part thereof) is not made in respect of the Bonds as a result of any election of the Issuer to cancel such payment of interest under Condition 3.5 or as a result of the determination under Condition 3.6 then the right of the Bondholders to receive the relevant interest payment (or part thereof) will be extinguished and the Issuer will have no obligation to pay such interest (or part thereof) or to pay interest thereon, whether or not interest on the Bonds is paid in respect of any future Interest Period.

3.7 Non-Payment Evidence of Cancellation

If the Issuer does not make any payment of interest (or part thereof) on any Interest Payment Date, such non-payment shall evidence the cancellation of such interest payment (or relevant part thereof) or, as appropriate, the Issuer's exercise of its discretion to cancel such interest payment (or relevant part thereof), and accordingly, such interest (or part thereof) shall not in any such case be due and payable.

3.8 Cancellation not an Event of Default

No such election to cancel the payment of any interest (or part thereof) or non-payment of any interest (or part thereof) will constitute an Event of Default or the occurrence of any event related to the bankruptcy or insolvency of the Issuer or entitle Bondholders to take any action to cause the Issuer to be declared bankrupt or insolvent or for the dissolution, winding-up or liquidation of the Issuer or in any way limit or restrict the Issuer from making any payment of interest or equivalent payment or other distribution in connection with any Junior Obligation or Parity Obligation other than any payment to shareholders of the Issuer.

4 **Loss Absorption**

4.1 Loss Absorption

The Bonds may be classified as liabilities for accounting purposes, and therefore be subjected to loss absorbency applicable for capital-qualifying instruments issued in terms of Basel III and in compliance with the requirements of Paragraph 40 of the Guidelines and are subject to loss absorbency required of AT 1 instruments at Pre-Specified

Trigger Point (as herein after defined) and at the Point of Non-Viability (as provided hereunder) as provided for in the Guidelines.

4.2 Loss Absorption at Pre-Specified Trigger Point

Where the CET 1 of the Group falls below 10.75% of risks weighted assets, the same shall be referred to as "**Pre-Specified Trigger Point**" and a write-down mechanism will be activated. The write down will have the following effects:

- d. reduce the claim of the instrument in liquidation;
- e. reduce the amount re-paid when a call is exercised; and
- f. partially or fully reduce interest payments on the instrument.

4.3 Loss Absorption at Point of Non-Viability

The Series II Bonds shall be subject to full or partial write-off upon a Non-Viability Event, as determined by the CBN. The trigger event shall be the earlier of:

- c.) a decision to make a public sector injection of capital, or equivalent support, without which the Issuer would become non-viable;
- d.) a decision that a write off or write down of the Bonds is necessary, without which the Issuer would become non-viable.

4.4 Non-Viability Event

Upon the occurrence of a Non-Viability Event, the Issuer will deliver a Non-Viability Event Notice to the Trustees, the Registrar and notify the Bondholders in accordance with the Condition 10 of the Series II Bonds as soon as practicable not later than 10 (ten) Business Days upon receiving notice thereof from the Relevant Regulator of its determination of such Non-Viability Event. The Issuer will subsequently Write-off all of the then outstanding principal amount of the Series II Bonds or part thereof by such amount (the "**Written-off Amount**") as the Relevant Regulator shall require, *provided that*:

- (iv) a Write-off of the Series II Bonds need only occur up until the point where the Issuer is deemed by the Relevant Regulator to be viable again;
- (v) the Series II Bonds shall be Written-off in whole, or in part, on a *pro rata* basis with other Parity Loss Absorbing Instruments; and
- (vi) no Series II Bond will be Written-off without:
 - (a) the Issuer cancelling any interest in respect of the Bonds accrued and unpaid to (but excluding) the Write-off Date (including if payable on the Write-off Date), together with any interest or equivalent payments that may be similarly cancelled in respect of any other securities or instruments of the Issuer the terms of which provide for such cancellation; and
 - (b) to the extent such cancellation of interest and any such equivalent payments is not sufficient to restore the Tier 1 Capital of the Issuer and/or the Regulatory Group, as the case may be, to the point whether the Issuer is deemed by the Relevant Regulator to be viable again, there also being the maximum possible reduction in the principal amount of, and/or corresponding Write-off or conversion into equity being made in respect of, all Junior Loss Absorbing Instruments in accordance with the provisions of such Junior Loss Absorbing Instruments (the "**Non-Viability Loss Absorption Condition**").

For these purposes, any determination of the Written-off Amount shall take into account the absorption of the relevant loss(es) by all Junior Obligations to the maximum extent possible or otherwise allowed by law and the Write-off of the Bonds *pro rata* with any other Parity Loss Absorbing Instruments.

To the extent that the Write-off or conversion of any Non-Viability Loss Absorbing Instruments is not effective for any reason: (i) the ineffectiveness of any such Write-off or conversion shall not prejudice the requirement to effect a Write-off of the Bonds; and (ii) the Write-off or conversion of any Non-Viability Loss Absorbing Instrument which is not effective shall not be taken into account in determining the Written-off Amount of the Bonds. For the avoidance of doubt, following any Write-off of the Bonds (or the relevant part thereof) the Issuer shall not be obliged to pay compensation in any form to the Bondholders.

4.5 Determination

Whether a Non-Viability Event has occurred at any time shall be determined by the Relevant Regulator in its sole discretion, and such determination shall be binding on the Trustee and the Bondholders. Any delay in delivery or failure to deliver a Non-Viability Event Notice shall not affect the validity of any Write-off or the timing of any Write-off.

4.6 Write-off Date

A Write-off may occur on more than one occasion following the occurrence of a Non-Viability Event and the Bonds may be Written-off on more than one occasion. Any Write-off shall take place on such date selected by the Issuer in consultation with the Relevant Regulator (the "Write-off Date") but no later than thirty (30) days following the occurrence of the Non-Viability Event unless the Relevant Regulator has agreed with the Issuer in writing that the then outstanding Principal Amount (or part thereof) of the Bonds may be Written-off after a longer period.

4.7 Interest Cancellation

The Issuer shall not be obliged to pay any interest amount on the outstanding Principal Amount accrued to and including the date on which the Bonds are Written-off in accordance with the Non-Viability Loss Absorption Condition, and payment of such interest amount shall be irrevocably cancelled to the extent such payment is prohibited by the Relevant Regulator.

4.8 No Event of Default

The occurrence of a Non-Viability Event and the consequent Write-off of the Bonds will not constitute an Event of Default or the occurrence of any event related to the bankruptcy or insolvency of the Issuer or entitle Bondholders to take any action to cause the Issuer to be declared bankrupt or insolvent or for the dissolution, winding-up or liquidation of the Issuer.

4.9 No Further Claim in respect of the Written-Down Amount

Bondholders will also have no further claim against the Issuer in respect of any discretion exercised by the Relevant Regulator regarding the Write-off of the Bonds or any Written-off Amount. Once a Write-off of all or part of the then outstanding Principal Amount has occurred, no Written-off Amount shall be restored under any circumstances (including, without limitation, where the Non-Viability Event ceases to continue) and the Trustee (on behalf of the Bondholders) and the Bondholders will automatically irrevocably lose their rights to receive, and no longer have any rights against the Issuer with respect to, interest accrued on the Written-off Amount prior to the Write-off Date and repayment of the Written-off Amount; provided that, if the Series II Bonds are Written-off in part, interest will continue to accrue on the then outstanding Principal Amount.

4.10 Regulatory Determination Upon the Occurrence of Non-Viability Event

Notwithstanding any provisions of this Trust Deed, upon the occurrence of a Non-Viability Event and where it is so determined by the CBN pursuant to the Capital Regulations, the Series II Bonds shall be written off or converted to Common Equity Tier 1 Capital.

5 **Redemption**

5.1 No Fixed Maturity

The Bonds are perpetual securities with no fixed maturity or date for redemption and are only redeemable in accordance with the following provisions of this Condition 5.

5.2 Optional Redemption

Subject to the Issuer satisfying the Solvency Condition, at any time from October 24, 2028 up to and including the First Reset Date and every Interest Payment Date thereafter (each, an “**Issuer Call Date**”), the Issuer may, upon the approval of the Relevant Regulator, as may be required, redeem all (but not some only) of the Bonds then outstanding at their then outstanding Principal Amount, together with interest accrued and unpaid to (but excluding) the relevant Reset Date (to the extent such interest has not been cancelled). Where the Issuer must exercise a call, then it must either (i) refinance or replace this Series II Bonds with another AT 1 Bond or instrument with better quality and the replacement of the Series II Bonds is done at conditions which are sustainable to the income capacity of the Issuer, or (ii) demonstrate that its capital position will be well above the regulatory minimum capital requirement after exercising the option.

If the Issuer has elected to redeem such Bonds but prior to the payment of the Redemption Amount with respect to such redemption, a Non-Viability Event occurs, the relevant redemption notice shall be automatically rescinded and shall be of no force and effect, no payment of the redemption amount will be due and payable and the Write-off provisions shall apply in accordance with the Conditions of the Bonds.

5.3 Redemption for Tax Reasons

Subject as provided in the Conditions of the Bonds and the Issuer satisfying the Solvency Condition, the Bonds may be redeemed, if so required at the relevant time to the Issuer giving prior written notice and receiving the approval therefor of the Relevant Regulator, at the option of the Issuer in whole, but not in part, at any time, on giving not less than thirty (30) nor more than sixty (60) days’ notice to the Bondholders at their outstanding Principal Amount, together with interest accrued and unpaid to (but excluding) the date fixed for redemption (to the extent such interest has not been cancelled), if, immediately before giving such notice, the Issuer satisfies the Trustee that a Tax Event has occurred, all as more fully described in the Conditions.

5.4 Redemption upon a Capital Disqualification Event

Subject to the Issuer satisfying the Solvency Condition and demonstrating to the Relevant Regulator that the regulatory reclassification was not reasonably foreseeable at the Issue Date, if a Capital Disqualification Event occurs at any time after the Issue Date, the Issuer may redeem all, but not some only, of the Bonds then outstanding subject to having obtained the prior approval of the Relevant Regulator if required pursuant to the Capital Regulations at any time at 100 per cent of their then outstanding principal amount together with interest accrued and unpaid (to the extent such interest has not been cancelled) to (but excluding) the date of redemption.

Capital Disqualification Event shall mean any occurrence or any change or amendment in Nigerian law, which is after the Issue Date and results in the Bonds being ineligible for inclusion as Additional Tier 1 capital or Tier 1 capital and the Issuer has demonstrated that the regulatory reclassification of the Bonds was not reasonably foreseeable at the Issue Date, all or any part of the aggregate Principal Amount Outstanding of the Bonds is not eligible for inclusion as AT1 Capital of the Issuer on a solo basis and/or the Regulatory Group on a consolidated basis (save where such exclusion is only as a result of any applicable limitation on the amount of such capital that the Issuer and/or the Regulatory Group is permitted to count towards its applicable Regulatory Capital Requirements)

5.5 Substitution or Variation Instead of Redemption

If at any time a Tax Event or a Capital Disqualification Event occurs and is continuing, the Issuer may, subject to the Solvency Conditions and compliance with Capital Regulations and the approval of the Relevant Regulator, (without any requirement for the consent or approval of the Bondholders), at any time either substitute all (but not some only) of the Bonds for, or vary the terms of the Bonds accordingly, provided that they remain or, as appropriate, so that they become, Qualifying Additional Tier 1 Securities.

“**Qualifying Additional Tier 1 Securities**” means any securities or other instruments issued directly or indirectly by the Issuer that:

- (j) have terms not materially less favourable to a Bondholder, as reasonably determined by the Issuer following the advice of an independent financial institution of international standing, than the terms of the Bonds, provided that they shall:
 - (A) include a ranking at least equal to that of the Bonds;

- (B) have the same interest rate and Interest Payment Dates as those from time to time applying to the Bonds;
 - (C) have the same redemption rights as the Bonds;
 - (D) comply with the then current requirements of Capital Regulations in relation to Additional Tier 1 Capital; and
 - (E) preserve any existing rights under the Bonds to any accrued interest which has not been paid in respect of the period from (and including) the Interest Payment Date last preceding the date of substitution or variation (to the extent such interest has not been cancelled); and
- (ii) are listed on a recognised stock exchange if the Bonds were so listed immediately prior to such substitution or variation.

5.6 Purchase of the Bond

Subject to compliance with the Solvency Condition, if permitted and subject to having obtained the prior approval of the Relevant Regulator, the Issuer may purchase or otherwise acquire Bonds in any manner and at any price in the open market or otherwise. Subject to applicable law, such Bonds may be held, reissued, resold or, at the option of the Issuer, surrendered to the Registrar for cancellation.

5.7 Conditions to Redemption and Purchase

Any redemption, variation or substitution or purchase of the Bonds under the Conditions of the Bonds is subject to the prior consent of the Relevant Regulator if required by applicable law at the time of such early redemption, variation, or substitution or purchase.

5.8 No other Optional Redemption or Purchase

The Issuer may not redeem or purchase the Bonds other than as provided in this Condition 5.

6 **Transfers**

6.1 The Bond is transferable in amounts or integral multiples of an amount of ₦1,000,000.00 (One Million Naira). Transfers of the Bond shall be by an instrument in writing in any form the Issuer and the Trustees may approve **PROVIDED THAT** the Bonds shall be transferred on the Exchange in accordance with the rules and regulation of the Exchange. Bondholders who wish to trade the Bonds on the Exchange may do so after the Bonds have been listed on the Exchange.

6.2 Every instrument of transfer must be signed by or on behalf of the transferor or where the transferor is a corporation, properly executed according to its constitutional documents, and the transferor shall be deemed to remain the owner of the Bonds until the name of the transferee is entered in the Register.

6.3 Every instrument of transfer must be left for registration at the place where the Register shall for the time being be kept accompanied by the Certificate for the Bond to be transferred, such other evidence as the Issuer may require to prove the title of the transferor or his right to transfer the Bond and (if the instrument of transfer is executed by some other person on his behalf) the authority of that person so to do.

6.4 All instruments of transfer which shall be registered will be retained by the Issuer.

6.5 Closed Periods: No Bondholder may require the transfer of a Bond to be registered during the period of 15 (fifteen) days ending on the due date for any payment of principal or interest on that Bond.

7 **Transmission**

7.1 In the case of the death of a Bondholder, the survivor or survivors where the deceased was a joint holder and the executor or administrator of the deceased where he was a sole or only surviving holder shall be the only person recognised by the Issuer as having any title to such Bond.

7.2 Any person becoming entitled to any Bond in consequence of the death or bankruptcy of any Bondholder or of

any other event giving rise to the transmission of such Bond by operation of law may upon producing such evidence that he sustains the character in respect of which he proposes to act under this condition or of his title as the Board shall think sufficient be registered himself as the holder of such Bond or subject to Condition 10 may transfer such Bond without himself being registered as the holder of such Bond.

8 **Receipts for Money Paid**

If several persons are entered in the Register as joint holders of any Bond, then the receipt of any of such persons for any interest or principal or other money payable on or in respect of such Bond shall be as effective a discharge to the Issuer as if the person signing such receipt were the sole registered holder of such Bond.

9 **Tax Consideration**

Following the expiration of the exemption period granted under the Companies Income Tax (Exemption of Bonds and Short-Term Government Securities) Order 2011, the VAT (Exemption of Proceeds of the Disposal of Government and Corporate Securities) Order 2011, the Bonds issued under this Deed shall be subject to withholding tax or other deductions, companies income tax where applicable and subject to capital gains tax as provided by the Capital Gains Tax Act (as amended by the Finance Acts, 2019, 2020 and 2021). While the VAT Order expired in 2022, the Finance Act, 2020 now excludes securities from "goods and services" for the purpose of value added tax. However, commissions payable to the SEC, the Exchange and the Central Securities Depository for stock exchange transactions will be subject to VAT following the expiration of the Value Added Tax (Exemption of Commissions on Stock Exchange Transactions) Order, 2011.

Furthermore, by virtue of the Personal Income Tax (Amendment) Act 2011, corporate bonds are also exempt from personal income tax. Notwithstanding the foregoing, the Bonds shall enjoy the benefits of the provisions of any re-enactment of the tax exemptions, and such extension, amendments and modifications thereof.

10 **Notices**

The provision of Condition 20 (*Notices*) of the Second Schedule to the Programme Trust Deed will apply to the notices in connection with the Bonds.

11 **Meetings of Bondholders**

The rights and duties of the Bondholders in respect of attendance at meetings of Bondholders are set out in the Third Schedule of the Programme Trust Deed (*Provisions for Meetings of Bondholders*)

12 **Governing Law**

The Bonds are governed by, and shall be construed in accordance with, the laws of the Federal Republic of Nigeria.

13 **Dispute Resolution**

13.1 This Trust Deed and the accompanying schedules shall be governed by and construed in accordance with the laws of Nigeria.

13.2 Where any dispute arises from and or concerning this Trust Deed, the Parties shall meet as soon as possible to attempt to negotiate an amicable settlement of such dispute. Such negotiations will be conducted in good faith and if a resolution is not reached within 7 (seven) Business Days after the commencement of such dispute, the dispute shall be referred to arbitration.

13.3 The Party or Parties shall serve on the other or others a demand for arbitration. Within 14 (fourteen) Business Days of such demand being served, the Parties shall constitute the arbitral tribunal which shall consist of three (3) arbitrators, one appointed by the Joint Trustees (provided that where the Joint Trustees are unable to agree on the appointment of the arbitrator, the arbitrator shall be appointed by the President of the Nigerian Branch of the Chartered Institute of Arbitrators (UK)), a second appointed by the Issuer and the two (2) arbitrators thus appointed shall within 14 (fourteen) Business Days appoint a third arbitrator. In the event that the arbitrators do not agree on the appointment of such arbitrator, or if either party fails to appoint the arbitrator to be appointed by it, such an arbitrator shall be appointed by

the President of the Nigerian Branch of the Chartered Institute of Arbitrators (UK), in accordance with the rules of Arbitration and Mediation Act 2023, on the application of either Party (notice of the intention to apply having been given in writing by the applicant Party to the other Party or Parties) and, when appointed the 3rd arbitrator shall convene meetings of arbitration panel act as chairman thereof and decide the difference or dispute should the arbitrators fail to reach a unanimous decision.

- 13.4 Where an arbitrator refuses or neglects to act, or is incapable of acting or dies, a new arbitrator shall be appointed in his place and the above provisions of appointing arbitrators shall, mutatis mutandis, govern the appointment of any such arbitrator or arbitrators.
- 13.5 The arbitration rules and procedures and award shall be binding on the parties to the dispute. The award shall be delivered within 2 (two) months after the appointment of the 3rd (third) arbitrator or within such extended period as may be agreed upon by the Parties to the dispute. The cost of the arbitration shall be borne by the Party against whom the award is made. The award shall include consequential, indirect or punitive damages.
- 13.6 The venue of the arbitration shall be Lagos, Nigeria, or otherwise as agreed by the Parties. The arbitration shall be in English Language.
- 13.7 The provisions of this Clause shall survive the termination from whatever cause arising out of any or all the terms of this agreement.
- 13.8 In the event that the arbitrators are unable to settle the dispute, the matter shall be referred to the Commission for resolution.



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The Directors
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Independent Accountant's Review Report

Report on the Consolidated Financial Statements

We have reviewed the accompanying consolidated financial statements of FCMB Group Plc (the "Company") and its subsidiaries (collectively, the "Group") which comprise the consolidated statements of financial position as at 31 December 2018, 31 December 2019, 31 December 2020, 31 December 2021 and 31 December 2022, and the consolidated statements of profit or loss and other comprehensive income, consolidated statements of changes in equity and consolidated statements of cash flows for the years then ended, and a summary of significant accounting policies and other explanatory information. KPMG Nigeria Professional services were the auditors of the group and company for the years ended 31 December 2018 and 31 December 2019, and Deloitte and Touche audited the group and company consolidated financial statements for the years ended 31 December 2020, 31 December 2021 and 31 December 2022. Unmodified audit opinions were issued by the auditors for each of the years.

Directors' Responsibility for the Financial Statements

The directors are responsible for the preparation of these consolidated financial statements in accordance with the International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board and the relevant provisions of the Companies and Allied Matters Act, the Investment and Securities Act, the Banks and Other Financial Institutions Act, Pension Reform Act, the Financial Reporting Council of Nigeria Act No.6, 2011, and the relevant Central Bank of Nigeria circulars, and for determining that the basis of preparation is acceptable in



the circumstances and for such internal control as the directors determine is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Independent Accountant's Responsibility

Our responsibility is to express a conclusion on the accompanying consolidated financial statements. We conducted our review in accordance with International Standard on Review Engagements (ISRE) 2400 (Revised), Engagements to Review Financial Statements (ISRE 2400 (Revised)). ISRE 2400 (Revised) requires us to conclude whether anything has come to our attention that causes us to believe that the consolidated financial statements, taken as a whole, are not prepared in all material respects in accordance with the applicable financial reporting framework. This Standard also requires us to comply with relevant ethical requirements.

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

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

Conclusion

Based on our review, nothing has come to our attention that causes us to believe that these consolidated financial statements of FCMB Group Plc as at 31 December 2018, 31 December 2019, 31 December 2020, 31 December 2021 and 31 December 2022, and its financial performance and consolidated cash flows for the years then ended are not prepared, in all material respects, in accordance with the International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board and the relevant provisions of the Companies and Allied Matters Act, the Investment and Securities Act, the Banks and Other Financial Institutions Act, Pension Reform Act, the Financial Reporting Council of Nigeria Act No.6, 2011, and the relevant Central Bank of Nigeria circulars.

The financial information is prepared for inclusion in the prospectus to be issued in connection with the proposed capital raise transaction. As a result, the financial information may not be suitable for another purpose.

Abiodun Akinnusi
FRC/2021/004/00000023386
For: Ernst & Young
Lagos, Nigeria
1 September 2023

FCMB GROUP PLC

CONSOLIDATED STATEMENT OF PROFIT OR LOSS AND OTHER COMPREHENSIVE INCOME

In thousands of Naira	Note	31 DEC 2022	31 DEC 2021	31 DEC 2020	31 DEC 2019	31 DEC 2018
Gross earnings		282,981,556	212,012,446	199,439,132	187,707,093	177,248,909
Interest and discount income	5	219,551,592	162,041,604	151,023,356	137,447,224	131,662,948
Interest expense	6	(97,554,170)	(71,127,766)	(60,265,792)	(61,470,839)	(59,089,590)
Net interest income		121,997,422	90,913,838	90,757,564	75,976,385	72,573,358
Fee and commission income	8a	44,038,977	35,593,197	30,162,966	29,722,680	27,986,346
Fee and commission expense	8b	(10,024,556)	(6,840,210)	(10,607,812)	(9,000,588)	(6,379,466)
Net fee and commission income		34,014,421	28,752,987	19,555,154	20,722,092	21,606,880
Net trading income	9	12,865,574	9,367,136	7,117,674	6,904,490	6,193,705
Net income/(loss) from financial instruments mandatorily measured at fair value through profit or loss	10	-	-	12,529	1,952,495	(345,819)
Other revenue	11(a)	5,308,030	3,407,873	10,540,906	4,075,888	9,871,768
		18,173,604	12,775,009	17,671,109	12,932,873	15,719,654
Other income	11(b)	1,217,383	1,602,636	581,701	7,604,316	1,879,961
Impairment losses on financial instruments	7	(24,966,308)	(15,238,207)	(22,307,656)	(13,747,603)	(14,113,282)
Personnel expenses	12	(35,614,915)	(31,262,749)	(29,518,775)	(29,603,426)	(25,927,891)
Depreciation and amortisation expenses	13	(9,671,931)	(8,027,692)	(7,574,170)	(6,712,909)	(5,537,314)
General and administrative expenses	14	(44,757,223)	(35,657,327)	(30,475,422)	(31,892,574)	(29,730,408)
Other operating expenses	15	(23,822,390)	(21,237,214)	(16,777,789)	(15,148,757)	(18,028,661)
Results from operating activities		36,570,063	22,621,281	21,911,716	20,130,397	18,442,297
Share of post tax result of associate	27	-	95,378	-	-	-
Profit before minimum tax and income tax		36,570,063	22,716,659	21,911,716	20,130,397	18,442,297
Dividend tax	17	-	-	-	-	(107,102)
Minimum tax	17	(1,242,213)	(465,254)	(433,746)	(1,040,558)	(952,422)
Income tax expense	17	(4,199,159)	(1,334,680)	(1,867,516)	(1,752,565)	(2,411,245)
Profit for the year		31,128,691	20,916,725	19,610,454	17,337,274	14,971,528
Other comprehensive income						
Items that will not be reclassified to profit or loss:						
Unquoted equity investments at fair value through other comprehensive income:						
- Net change in fair value	21(i)	11,207,646	4,350,231	716,855	5,047,594	2,465,800.00
- Foreign currency translation differences	21(i)	1,153,171	1,399,951	1,399,951	-	-
Quoted equity at fair value through other comprehensive income:						
- Net change in fair value	21(i)	-	-	40,740	(309,752)	(432,576)
		12,360,817	5,750,182	2,157,546	4,737,842	2,033,224
Items that may be subsequently reclassified to profit or loss:						
Debt investments at fair value through other comprehensive income:						
- Net change in fair value	21(i)	(10,303,613)	(8,020,492)	6,316,232	(2,222,227)	(625,500)
- Net remeasurement of loss allowance	21(c)	1,061,662	(130,583)	(137,340)	(20,505)	(9,747)
- Losses arising on derecognition reclassified to statement of profit or loss	21(i)	-	-	-	-	(659,184)
		(9,241,951)	(8,151,075)	6,178,892	(2,242,732)	(1,294,431)
Foreign currency translation differences for foreign operations		1,613,289	1,151,885	1,556,542	246,453	1,148,941
		(7,628,662)	(6,999,190)	7,735,434	(1,996,279)	(145,490)
Other comprehensive income/(loss) for the year, net of tax		4,732,155	(1,249,008)	9,892,980	2,741,563	1,887,734
TOTAL COMPREHENSIVE INCOME FOR THE YEAR		35,860,846	19,667,717	29,503,434	20,078,837	16,859,262
Profit attributable to:						
Equity holders of the Company		30,900,747	20,708,579	19,419,663	17,259,992	14,885,691
Non-controlling interests		227,944	208,146	190,791	77,282	85,837
		31,128,691	20,916,725	19,610,454	17,337,274	14,971,528
Total comprehensive income attributable to:						
Equity holders of the Company		35,637,075	19,454,417	29,312,643	20,000,017	16,775,554
Non-controlling interests		223,771	213,300	190,791	78,820	83,708
		35,860,846	19,667,717	29,503,434	20,078,837	16,859,262
Basic and diluted earnings per share (Naira)	16	1.56	1.05	0.98	0.87	0.75

CONSOLIDATED STATEMENT OF FINANCIAL POSITION

In thousands of Naira	Note	31 DEC 2022	31 DEC 2021	31 DEC 2020	31 DEC 2019	31 DEC 2018
ASSETS						
Cash and cash equivalents	18	247,485,623	362,700,083	221,078,644	223,545,838	185,147,549
Non-pledged trading assets	19(a)	160,730,775	41,538,274	9,301,789	51,087,200	47,469,113
Derivative assets held for risk management	20(a)	853,709	-	1,884,398	11,666,095	10,538
Investment securities	21	524,573,025	372,548,333	406,665,569	239,935,756	235,921,932
Assets pledged as collateral	22	79,009,207	115,456,683	189,216,506	118,653,230	87,409,893
Loans and advances to customers	23	1,195,626,586	1,063,589,192	822,772,612	715,880,600	633,034,962
Other assets	24	192,385,077	127,410,850	25,258,856	31,554,348	35,259,574
Restricted reserve deposits	25	493,359,709	329,739,147	311,746,155	208,916,226	146,497,087
Investment in associates	27	-	6,810,651	-	-	-
Property and equipment & right of use asset	28	50,967,522	47,084,551	46,202,464	43,697,159	37,281,754
Deferred tax assets	30	8,423,731	9,163,896	7,944,839	7,944,838	7,944,838
Intangible assets	29	29,637,593	17,155,970	16,321,660	15,624,505	15,320,782
Total assets		2,983,052,557	2,493,197,630	2,058,393,492	1,668,505,795	1,431,298,022
LIABILITIES						
Trading liabilities	19(b)	1,883,937	5,174,902	8,361,951	37,082,002	32,474,632
Derivative liabilities held for risk management	20(b)	1,699,900	-	1,871,869	7,563,600	10,538
Deposits from banks	31	124,365,459	160,746,916	119,365,158	90,060,925	39,140,044
Deposits from customers	32	1,944,908,569	1,554,413,623	1,257,130,907	943,085,581	821,747,423
Retirement benefit obligations	33	23,384	14,855	325,557	132,542	80,207
Current income tax liabilities	17(iv)	7,180,286	5,449,065	4,502,688	4,743,683	5,038,371
Other liabilities	34	196,902,171	199,465,224	111,457,615	103,105,601	116,216,647
On-lending facilities	36	249,191,651	157,873,774	60,366,840	70,912,203	57,889,225
Debt securities issued	37	84,745,841	78,493,492	101,531,205	71,864,898	54,651,172
Borrowings	38	88,364,968	80,704,066	159,718,037	133,344,085	108,731,522
Deferred tax liabilities	30	391,897	308,729	316,090	345,852	307,703
Provision	35	7,514,884	6,747,270	6,325,375	5,598,177	11,583,432
Total liabilities		2,707,172,947	2,249,391,916	1,831,273,292	1,467,839,148	1,247,870,916
EQUITY						
Share capital	39(a)	9,901,355	9,901,355	9,901,355	9,901,355	9,901,355
Share premium	40	115,392,414	115,392,414	115,392,414	115,392,414	115,392,414
Retained earnings	40	74,561,490	62,872,102	47,482,438	34,187,857	28,962,144
Other reserves	40	75,045,929	55,058,784	53,964,438	40,952,603	28,950,679
Total Equity attributable to owners of the Company		274,901,188	243,224,655	226,740,645	200,434,229	183,206,592
Non-controlling Interests		978,422	581,059	379,555	232,418	220,514
		275,879,610	243,805,714	227,120,200	200,666,647	183,427,106
Total liabilities and equity		2,983,052,557	2,493,197,630	2,058,393,492	1,668,505,795	1,431,298,022

FCMB GROUP PLC
CONSOLIDATED STATEMENT OF CASHFLOWS
In thousands of Naira

	Note	31 DEC 2022	31 DEC 2021	31 DEC 2020	31 DEC 2019	31 DEC 2018
Cash flows from operating activities						
Profit for the year		31,128,691	20,916,725	19,610,454	17,337,274	14,971,528
Tax expense	17	5,441,372	1,799,934	2,301,262	2,793,123	3,470,769
Operating profit/PBT before adjustments for non-cash items		36,570,063	22,716,659	21,911,716	20,130,397	18,442,297
Adjustments for:						
Net impairment loss on financial assets	7	24,966,308	15,238,207	22,307,656	13,747,603	14,113,282
Fair value gain on financial assets held for trading	43(i)	(893,766)	(3,490,652)	-	(1,556,516)	(1,125,296)
Net gain from other financial instruments at fair value through profit or loss	10	-	-	(12,529)	(1,952,495)	345,819
Amortisation of intangibles	13	2,005,606	1,564,874	1,779,564	1,423,702	1,246,371
Depreciation of property and equipment	13	7,666,325	6,462,818	5,794,606	5,289,207	4,290,943
Gain on disposal of property and equipment	11(b)	10,620	(514,557)	993,603	(115,214)	(63,456)
Gain on disposal of investment securities	11(b)	-	-	-	(1,323)	(1,313,358)
Modification loss on restructured facilities	11(a)(iv)	(32,917)	3,560,472	-	-	-
Unrealised foreign exchange gains	11(a)(iii)	(4,297,573)	(6,138,177)	(10,011,442)	(3,549,033)	(9,334,192)
Share of profit of associates	27(a)	-	(95,378)	-	-	-
Provision charge/(write back) for litigation	35(a)	915,000	864,413	719,413	(6,457,163)	5,720,327
Other accounts written off	15(a)	-	243,987	81,793	160,620	128,095
Net interest income	43(x)	(121,997,422)	(90,913,838)	(90,757,564)	(75,976,385)	(72,573,358)
Dividend income	11(a)	(977,540)	(830,168)	(529,464)	(526,855)	(537,576)
		(56,065,296)	(51,331,340)	(47,722,648)	(49,383,455)	(40,660,102)
Changes in operating assets and liabilities						
Net increase in restricted reserve deposits	43(xi)	(163,620,562)	(17,992,992)	(102,829,929)	(62,419,139)	(36,858,528)
Net (increase) / decrease in derivative assets held for risk management	43(xii)	(853,709)	1,884,398	9,781,697	(11,655,557)	335,246.00
Net decrease / (increase) in trading assets	43(xiii)	(120,086,267)	(32,236,485)	41,785,411	(4,122,018)	(24,170,040)
Net (increase)/decrease in loans and advances	43(xiv)	(136,807,098)	(244,207,621)	(117,019,187)	(69,502,048)	3,883,781
Net (increase) / decrease in other assets	43(xvi)	(56,400,636)	(96,508,658)	11,306,813	8,435,990	9,825,703
Net (increase) / decrease in trading liabilities	43(xvii)	(3,290,965)	(3,187,049)	(28,720,051)	4,605,392	10,857,972
Net decrease / (increase) in deposits from banks	43(xviii)	(36,381,457)	41,381,758	29,304,233	50,920,881	32,784,655
Net decrease in deposits from customers	43(xix)	390,494,946	297,282,716	314,045,326	121,338,158	131,886,783
Net decrease/(increase) in on-lending facilities	43(xx)	91,317,877	97,506,934	(10,676,570)	12,615,000	11,214,450
Net (increase) / decrease in assets pledged as collateral	43(xv)	26,143,863	65,478,165	(64,521,724)	(35,671,304)	(26,679,736)
Net decrease/(increase) in derivative liabilities held for risk management	43(xxi)	1,699,900	(1,871,869)	(5,704,260)	5,600,567	(335,246)
Net decrease / (increase) in provision	43(viii)	1,999,351	1,765,876	727,198	609,974	9,143,690
Net decrease / (increase) in other liabilities	43(vii)	6,650,338	94,187,510	11,061,438	(19,011,362)	48,857,836
		(55,199,715)	152,151,343	40,817,747	(47,638,921)	130,086,464
Interest received	43(ii)	216,005,064	162,471,283	156,594,700	133,288,707	137,984,787
Interest paid	43(iii)	(104,320,759)	(73,812,274)	(58,275,168)	(63,347,880)	(59,211,577)
Dividends received	43(xxiii)	977,540	830,168	529,464	526,855	537,576
VAT paid	43(iv)	(1,643,872)	(1,260,353)	(571,272)	(1,053,949)	(1,460,608)
Income taxes paid	17(iv)	(2,957,020)	(1,847,156)	(2,419,807)	(2,434,334)	(1,395,826)
Net cash generated from operating activities		52,861,238	238,533,011	136,675,664	19,340,478	206,540,816
Cash flows from investing activities						
Investment in associates	43(xxiv)	-	(6,715,273)	-	-	-
Purchase of property and equipment	28	(11,386,097)	(7,155,464)	(9,595,808)	(7,579,660)	(8,721,178)
Purchase of intangible assets	29(a)	(4,133,982)	(1,268,836)	(1,492,340)	(1,496,803)	(648,377)
Purchase of intangible assets work-in-progress	29(a)	(842,710)	(1,126,533)	(864,342)	(375,587)	(1,089,091)
Proceeds from sale of property and equipment	43(viii)	34,290	198,799	328,737	333,695	709,492
Acquisition of investment securities	43(v)	(266,944,103)	(63,443,691)	(245,209,578)	(83,975,620)	(180,376,995)
Proceeds from sale and redemption of investment securities	43(v)	97,240,228	77,066,880	75,144,659	72,855,133	49,515,208
Acquisition of AllCO Pension (net of cash acquired)	27(c)	(2,541,435)	-	-	-	-
Net cash used in investing activities		(188,573,809)	(2,444,118)	(181,688,672)	(20,238,842)	(140,610,941)
Cash flows from financing activities						
Dividend paid		(3,995,422)	(2,984,807)	(2,772,380)	(2,772,380)	(1,980,270)
Proceeds from long term borrowings	38(c)	29,436,917	51,297,052	101,945,339	142,036,065	40,939,856
Repayment of long term borrowings	38(c)	(23,160,725)	(142,634,377)	(99,012,958)	(129,381,414)	(58,135,758)
Proceeds from debt securities issued	43(xx)	2,121,060	848,220	79,313,842	17,013,255	-
Repayment of debt securities issued	43(xxi)	-	(26,000,000)	(51,210,896)	-	-
Lease payment	34(h)	(561,182)	(456,701)	(466,491)	(315,933)	-
Net cash generated from/(used in) financing activities		3,840,648	(119,930,613)	27,796,456	26,579,593	(19,176,172)
Net (decrease)/increase in cash and cash equivalents		(131,871,923)	116,158,279	(17,216,552)	25,681,229	46,753,703
Cash and cash equivalents at start of year	42	362,729,825	221,114,594	223,578,336	185,165,525	103,888,007
Effect of exchange rate movement on cash and cash equivalents held	43(vi)	16,652,978	25,456,952	14,752,810	12,731,582	34,523,815
Cash and cash equivalents at end of year	42	247,510,880	362,729,825	221,114,594	223,578,336	185,165,525



24 August 2023

The Managing Director
Chapel Hill Denham Advisory Limited
10 Bankole Oki Street
Ikoyi, Lagos State.

The Managing Director
FCMB Capital Markets Limited
First City Plaza (6th Floor)
44 Marina
Lagos

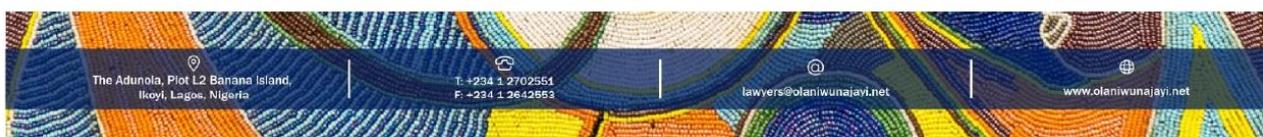
Dear Sirs/Mesdames,

SERIES II BONDS OF UP TO NGN40,000,000,000.00 UNDER THE NGN300,000,000,000.00 DEBT ISSUANCE
PROGRAMME BY FCMB GROUP PLC: OPINION ON ISSUER'S CLAIMS AND LITIGATIONS

1. We write in respect of the proposed issuance of Additional Tier-1 (AT1) bonds of up to ₦40,000,000,000.00 (Forty Billion Naira) (the **Series II Bond Issuance**) by FCMB Group PLC (the **Issuer**) under the Issuer's ₦300,000,000,000 (Three Hundred Billion Naira) debt issuance programme (the **Programme**) in which we act as Solicitor (the **Transaction**).
2. In our capacity as a solicitor to the Series II Bond Issuance, we requested information relating to pending claims, contingent liability and litigation (Claims & Litigation) against the Issuer. Further to our request, we were provided with a letter dated 22 August 2023 from the Issuer and addressed to us (the **Letter**). The Letter indicates that:
 - 2.1 there are also no threatened or pending claims or litigation, arbitration or regulatory proceedings, investigations or hearings or any other governmental action (**Proceedings**), against the Issuer; and
 - 2.2 there are no outstanding settlements, arbitral awards, judgments, rulings, injunctions, or other decrees or orders made in favour of or against the Issuer;
3. Accordingly, it is the opinion of the Solicitor to the Series II Bond Issuance that there are no litigation or other dispute resolution claims that may adversely affect the Issuer, the Transaction or the Issuer's ability to perform its obligations in relation to the Transaction.

Qualifications and Assumptions

- A. For the purpose of giving this opinion, we have examined only the Letter provided to us by the Issuer, in relation to the Issuer's Claims & Litigation.
- B. This opinion is based on the assumption that the information detailed in the Letter provided to us by the Issuer is genuine, complete and accurate.



- C. We do not affirm the completeness and/or accuracy of the information and the contents of the Letter made available to us, and which we relied on in issuing this opinion.
- D. As a solicitor to the Series II Bond Issuance, we abjure any liability arising from: (i) the incompleteness or inaccuracy of the information detailed in the Letter, or any other document emanating from the Issuer, and which we have relied upon in this opinion; and (ii) the Issuer's omission to provide any information or documentation relating to the Issuer's Claims & Litigations.

Yours faithfully,



Jonathan Aluju
Partner
OLANIWUN AJAYI LP

FCMB Group Plc. and Subsidiary Companies
Unaudited Interim Financial Statements
For the period ended 30 June 2023

CONSOLIDATED AND SEPARATE STATEMENTS OF PROFIT OR LOSS AND OTHER COMPREHENSIVE INCOME

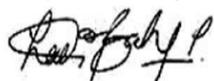
In thousands of Naira	Note	GROUP		COMPANY	
		30 JUN 2023	30 JUN 2022	30 JUN 2023	30 JUN 2022
Gross earnings		238,181,504	126,224,252	6,005,110	2,871,891
Interest and discount income	8	149,025,529	98,087,547	407,076	257,321
Interest expense	9	(76,709,603)	(37,920,056)	(65,334)	-
Net interest income		72,315,926	60,167,491	341,742	257,321
Fee and commission income	11	28,467,752	22,068,468	861,145	444,008
Fee and commission expense	11	(5,554,794)	(5,067,253)	(3,824)	(119)
Net fee and commission income		22,912,958	17,001,215	857,321	443,889
Net trading income	12	8,226,246	6,129,435	-	-
Other revenue	14(a)	52,192,426	(640,619)	4,630,616	2,096,768
		60,418,672	5,488,816	4,630,616	2,096,768
Other income	14(b)	269,551	579,421	106,273	73,794
Net impairment losses on financial instruments	10	(47,082,437)	(10,697,004)	(2,504,586)	-
Personnel expenses	15	(21,162,996)	(16,585,142)	(570,455)	(427,920)
Depreciation and amortisation expenses	16	(5,301,877)	(4,267,985)	(10,364)	(9,901)
General and administrative expenses	17	(25,120,112)	(21,123,565)	(385,749)	(203,905)
Other operating expenses	18	(19,018,812)	(15,134,367)	(106,222)	(62,412)
Profit before minimum tax and income tax		38,230,873	15,428,880	2,358,576	2,167,634
Minimum tax	20	(450,000)	(450,000)	-	-
Taxation charge	20	(2,370,992)	(1,316,169)	-	-
Profit for the period		35,409,881	13,662,711	2,358,576	2,167,634
Other comprehensive income					
Items that will not be reclassified to profit or loss:					
Unquoted equity investments at fair value through other comprehensive income:					
- Net change in fair value	24(i)	-	14,018	-	-
- Foreign currency translation differences	24(i)	-	-	-	-
		-	14,018	-	-
Items that may be subsequently reclassified to profit or loss:					
Debt investments at fair value through other comprehensive income:					
- Net change in fair value	24(i)	2,999,996	(732,967)	-	-
- Net impairment reclassified from profit or loss	24(c)	-	-	-	-
		2,999,996	(732,967)	-	-
Foreign currency translation differences for foreign operations		14,962,504	(174,638)	-	-
		17,962,500	(907,605)	-	-
Other comprehensive income for the period, net of tax		17,962,500	(893,587)	-	-
TOTAL COMPREHENSIVE INCOME FOR THE PERIOD		53,372,381	12,769,124	2,358,576	2,167,634
Profit attributable to:					
Equity holders of the Company		35,270,596	13,549,642	2,358,576	2,167,634
Non-controlling interests		139,285	113,069	-	-
		35,409,881	13,662,711	2,358,576	2,167,634
Total comprehensive income attributable to:					
Equity holders of the Company		53,233,096	12,690,613	2,358,576	2,167,634
Non-controlling interests		139,285	78,511	-	-
		53,372,381	12,769,124	2,358,576	2,167,634
Basic and diluted earnings per share (Naira)	19	3.58	1.38	0.24	0.22

The accompanying notes are an integral part of these consolidated and separate financial statements.

FCMB Group Plc. and Subsidiary Companies
Unaudited Interim Financial Statements
For the period ended 30 June 2023

In thousands of Naira	Note	GROUP		COMPANY	
		30 JUN 2023	31 DEC 2022	30 JUN 2023	31 DEC 2022
ASSETS					
Cash and cash equivalents	21	383,976,071	247,485,623	85,007	30,607
Non-pledged trading assets	22(a)	137,603,810	160,730,775	-	-
Derivative assets held for risk management	23(a)	-	853,709	-	-
Investment securities	24	633,318,892	524,573,025	9,541,928	8,023,508
Assets pledged as collateral	25	124,792,898	79,009,207	-	-
Loans and advances to customers	26	1,540,574,086	1,195,626,586	-	-
Other assets	27	240,511,736	192,385,077	3,029,765	6,353,476
Restricted reserve deposits	28	569,497,675	493,359,709	-	-
Investment in subsidiaries	29	-	-	132,228,197	132,228,197
Property and equipment, and right of use assets	30	51,480,368	50,967,522	24,399	30,165
Intangible assets	31	29,829,731	29,637,593	12,094	12,094
Deferred tax assets	32	8,494,459	8,423,731	-	-
Total assets		3,720,079,726	2,983,052,557	144,921,390	146,678,047
LIABILITIES					
Trading liabilities	23(b)	-	1,883,937	-	-
Derivative liabilities held for risk management	23(b)	-	1,699,900	-	-
Deposits from banks	33	218,400,548	124,365,459	-	-
Deposits from customers	34	2,378,452,129	1,944,908,569	-	-
Retirement benefit obligations	35	519,840	23,384	-	-
Current income tax liabilities	20(ii)	6,010,622	7,180,286	59,830	72,584
Deferred tax liabilities	32(a)	455,598	391,897	-	-
Other liabilities	36	234,757,355	196,902,171	8,951,412	8,102,130
Provision	37	10,204,270	7,514,884	-	-
On-lending facilities	38	289,479,109	249,191,651	-	-
Debt securities issued	39	117,580,787	84,745,841	-	-
Borrowings	40	119,662,230	88,364,968	855,775	856,858
Total liabilities		3,375,522,488	2,707,172,947	9,867,017	9,031,572
EQUITY					
Share capital	41(b)	9,901,355	9,901,355	9,901,355	9,901,355
Share premium	42	115,392,414	115,392,414	115,392,414	115,392,414
Additional Tier 1 (AT1) Capital issued	41(B)	20,686,000	-	-	-
Retained earnings	42	104,538,530	74,561,490	9,760,604	12,352,706
Other reserves	42	93,008,429	75,045,929	-	-
Total Equity attributable to owners of the Company		343,526,728	274,901,188	135,054,373	137,646,475
Non-controlling Interests		1,030,510	978,422	-	-
		344,557,238	275,879,610	135,054,373	137,646,475
Total liabilities and equity		3,720,079,726	2,983,052,557	144,921,390	146,678,047

The financial statements and the accompanying notes and significant accounting policies were approved by the Board of Directors on 28 April 2023 and signed on its behalf by:



Ladi Balogun
Group Chief Executive
FRC/2013/IODN/0000001460



Deji Fayose
Chief Financial Officer
FRC/2021/001/00000025061

The accompanying notes are an integral part of these consolidated and separate financial statements.

CONSOLIDATED AND SEPARATE STATEMENTS OF CASHFLOWS

In thousands of Naira	Note	GROUP		COMPANY	
		30 JUN 2023	30 JUN 2022	30 JUN 2023	30 JUN 2022
Cash flows from operating activities					
Profit for the year		35,409,881	13,662,711	2,358,576	2,167,634
Adjustments for:					
Net impairment loss on financial assets	10	47,082,437	10,697,004	2,504,586	-
Fair value gain on financial assets held for trading		(945,816)	(240,210)	-	-
Amortisation of intangibles	16	1,496,267	791,099	-	-
Depreciation of property and equipment	16	3,805,610	3,476,886	10,364	9,901
Gain on disposal of property and equipment	14(b)	(23,573)	(16,978)	(10)	214
Unrealised foreign exchange gains	14(a)(ii)	(50,988,870)	1,337,419	(3,379,234)	35,083
Other operating expenses - provisions for litigation no longer required	18(a)	1,269,500	1,152,500	-	-
Net interest income		(72,315,926)	(60,167,491)	(341,742)	(257,321)
Dividend Income		(1,203,556)	(696,800)	(1,251,382)	(2,131,851)
Tax expense	20	2,820,992	1,766,169	-	-
		(33,593,054)	(28,237,691)	(98,842)	(176,340)
Changes in operating assets and liabilities					
Net increase in restricted reserve deposits		(76,137,966)	(44,719,337)	-	-
Net decrease in derivative assets held for risk management		853,709	-	-	-
Net decrease / (increase) in trading assets		22,181,149	19,565,846	-	-
Net decrease in loans and advances to customers		(408,009,947)	(70,278,716)	-	-
Net decrease in other assets		(30,037,825)	(43,348,838)	3,403,378	7,869,425
Net (increase) / decrease in trading liabilities		(1,883,937)	11,033,215	-	-
Net decrease in deposits from banks		94,035,089	(11,728,074)	-	-
Net decrease in deposits from customers		433,543,560	82,670,033	-	-
Net decrease in on-lending facilities		40,287,458	50,164,706	-	-
Net increase in assets pledged as collateral		(42,783,695)	(5,566,101)	-	-
Net decrease in derivative liabilities held for risk management		(1,699,900)	-	-	-
Net increase in provision		(2,681,595)	-	-	-
Net decrease / (increase) in other liabilities		87,522,899	(2,295,058)	1,240,888	(3,583,626)
		81,595,945	(42,740,015)	4,545,424	4,109,459
Interest received		189,645,811	112,702,440	717,356	453,498
Interest paid		(91,207,090)	(40,703,778)	(65,334)	-
Dividends received		1,203,556	696,800	1,251,382	2,131,851
VAT paid		(1,553,059)	(1,772,634)	(55,305)	(913)
Income taxes paid		(4,052,216)	(2,621,263)	11,128	16,363
Net cash generated from operating activities		175,632,947	25,561,550	6,404,651	6,710,258
Cash flows from investing activities					
Purchase of property and equipment	30	(5,106,538)	(6,127,633)	(4,599)	(10,479)
Purchase of intangible assets	31(a)	(1,477,201)	(2,468,110)	-	-
Proceeds from sale of property and equipment		-17,721	1,055,803	10	12
Acquisition of investment securities		(89,785,040)	(171,488,796)	-	-
Proceeds from sale and redemption of investment securities		58,026,548	58,026,548	-	-
Net cash generated / (used in) from investing activities		(38,359,952)	(121,002,188)	(4,589)	(10,467)
Cash flows from financing activities					
Proceeds from long term borrowings		-	-	-	-
Repayment of long term borrowings		(518,000)	(34,433,710)	-	-
Proceeds from debt securities issued		2,121,060	-	-	-
Repayment of debt securities issued		-	54,187,279	-	-
Lease payment		-	(434,577)	-	-
Dividends paid to owners		(4,950,678)	(3,960,542)	(4,950,678)	(3,960,542)
Net cash (used in)/generated from financing activities		(3,347,618)	15,358,450	(4,950,678)	(3,960,542)
Net increase / (decrease) in cash and cash equivalents		133,925,378	(80,082,188)	1,449,384	2,739,249
Cash and cash equivalents at start of period		247,485,623	362,729,825	30,607	621,755
Increase /(decrease) in cash and cash equivalents		133,925,378	(80,082,188)	1,449,384	2,739,249
Effect of exchange rate movement on cash and cash equivalents held		2,600,584	(24,876,662)	(1,394,984)	(1,011,833)
Cash and cash equivalents at end of period		384,011,585	257,770,975	85,007	2,349,171

The accompanying notes are an integral part of these consolidated and separate financial statements.

A INVITATION FOR PARTICIPATION

Qualified Investors are hereby invited to participate in the Issue through the Issuing Houses/Book Runners to the Issue (the "Selling Group").

- a. The Book Building Period opens on 3 October, 2023 and closes on 16 October, 2023. Orders must be for a minimum of ₦5,000,000.00 (i.e. 5,000 units at ₦1,000/unit) and in integral multiples of ₦1,000,000.00 thereafter.
- b. The amount indicated on the Commitment Form by a Participant ("Participation Amount") and the rate within the Price Range indicated in the Commitment Form by a Participant ("Bid Coupon Rate") should be entered in the space provided in the prescribed Commitment Form attached to this Pricing Supplement. Photocopies or scanned copies of the Commitment Form will not be accepted.
- c. By completing the Commitment Form, each Participant hereby agrees that the Order is irrevocable and, to the fullest extent permitted by law, the obligations in respect thereof shall not be capable of rescission or termination by any Participant.
- d. Participants may order the Bonds at any price within the Price Range subject to the Minimum Participation Amount and the terms and conditions stated on the Commitment Form.
- e. A corporate Participant should affix its official seal in the box provided and state its incorporation (RC) Number or, in the case of a corporate foreign subscriber, its appropriate identification/incorporation number in the jurisdiction in which it is constituted.
- f. An individual Participant should sign the declaration and write his/her full name, address and daytime telephone number on the Commitment Form. Joint Participants must all sign the Commitment Form.
- g. Upon the completion and submission of the Commitment Form, the Participant is deemed to have authorised the Issuer and the Issuing Houses/Book Runners to effect the necessary changes in the Series II Pricing Supplement as would be required for the purposes of filing an application for the clearance and registration of the Series II Pricing Supplement with the SEC. The Commitment Form shall be considered as the Application Form for the purposes of registration of the Series II Pricing Supplement with the SEC.
- h. Participants may not submit an order on another Commitment Form after the submission of a Commitment Form to a member of the Selling Group. Submission of a second or more Form(s) of Commitment to either the same or to another member of the Selling Group will be treated as multiple applications and will be rejected.
- i. Notwithstanding the above, Participants shall have the option to make a maximum of three orders on a single Commitment Form and such options shall not be considered as multiple applications.
- j. The Commitment Form presents the Participant with the choice to bid for up to three (3) optional bid Coupon Rates within the price range and to specify the Participation Amount in each option. The Bid Coupon Rates and the Participation Amounts submitted by the Participant in the Commitment Form will be treated as optional demands from the Participant and will not be cumulated.
- k. After determination of the Coupon Rate, the maximum Participation Amount specified by a Participant at or below the Clearing Price will be considered for allocation and the rest of the order(s), irrespective of the corresponding Bid Coupon Rate(s), will become automatically invalid.
- l. The Issuer, in consultation with the Book Runners, reserves the right not to proceed with the Issue at any time including after the Book Building Opening Date but before the Allotment Date without assigning any reason therefore but after notification to the SEC.

B PAYMENT INSTRUCTIONS

Successful Participants should ensure that payment of the Participation Amount is received on the Signing Ceremony Date via the Real Time Gross Settlement ("RTGS") into the following designated Issue Proceeds Accounts domiciled with the Receiving Bank:

Receiving Bank Details

BANK	ACCOUNT NAME	ACCOUNT NO.
FSDH Merchant Bank Limited	CHDA FCMB GROUP PLC SERIES II AT1 BONDS	1000150540

C ALLOCATION/ALLOTMENT

- a. On the Pricing Date, the Issuing Houses/Book Runners will analyse the demand generated at various price levels and, in consultation with the Issuer, finalise the Coupon Rate and the allocations to each Participant. Allocation Confirmation Notices will be sent to successful Participants thereafter.
- b. The Directors of the Issuer and the Issuing Houses/Book Runners reserve the right to accept or reject any application in whole or in part for not complying with the terms and conditions of the Issue.
- c. Upon clearance of the Final Series II Pricing Supplement by the SEC, allotment of the Bonds shall be effected in a dematerialised (uncertificated) form.

Participants will receive the Series II Bonds in dematerialised form and are mandatorily required to specify their Bank Verification Number (BVN), CSCS details (CSCS Account Number, the name of their Stockbroking Firm, Member Code and the Clearing House Number (CHN)) and FMDQ Participant details (FMDQ Depository Participant BPID Number and Client BPID Number) in the spaces provided on the Commitment Form.

D BANK ACCOUNT DETAILS

- a. Participants are required to indicate their bank account details in the space provided on the Commitment Form for the purposes of future payments of Coupon and the Principal Amount.
- b. Participants are advised to ensure that bank account details stated on the Commitment Form are correct as these bank account details shall be used by the Registrar for all payments indicated in (a) above in connection with the Series II Bonds.

Failure to provide correct bank account details could result in delays in credit of such payments or the issuance of cheques/warrants, which shall be sent by registered post to the specified addresses, and at the risk, of the affected investors. The Issuer, the Issuing Houses, the Receiving Bank, the Trustees and the Registrar shall not have any responsibility nor will any of these specified parties undertake any liability for the same.

APPENDIX VIII: APPLICATION FORM

FOR ELIGIBLE INVESTORS ONLY



FCMB GROUP PLC

RC: 395010

₦26,000,000,000 SERIES II: PERPETUAL 16% FIXED RATE RESETTABLE NC5.25 ADDITIONAL TIER 1 SUBORDINATED BONDS

Under the ₦300,000,000,000 Bond Issuance Programme

OFFERING BY WAY OF BOOK BUILD

LEAD ISSUING HOUSE/BOOK RUNNER

JOINT ISSUING HOUSE/BOOK RUNNER



CHAPEL HILL DENHAM

RC 1381308



CAPITAL MARKETS

RC 446561

Orders must be made in accordance with the instructions set out in this Pricing Supplement. Investors must carefully follow all instructions as applications, which do not comply with the instruction, may be rejected. If in any doubt, consult your Stockbroker, Accountant, Banker, Solicitor or any professional adviser for guidance. By signing this form, you confirm and agree that the Issuing Houses are acting as agents for the Group and no other party, including any investor, in relation to the Offer.

All Sections of this Form must be completed (as applicable) PLEASE USE BLOCK LETTERS																
QUALIFIED INVESTOR (PLEASE TICK ✓)			DATE (DD/MM/YYYY)							CONTROL NO. (FOR REGISTRARS' USE ONLY)						
<input type="checkbox"/>	High Net worth Investors			/		/	2	0	2	3						
<input type="checkbox"/>	Fund Managers		DECLARATION <input checked="" type="checkbox"/> I/We hereby confirm that I am/we are eligible persons to participate in this Bond Issue in accordance with applicable SEC Rules and Regulations. <input checked="" type="checkbox"/> I/we hereby irrevocably undertake and confirm my/our Order(s) for the Bonds equivalent to my/our Participation Amount(s) set out below at the Coupon Rate to be discovered through the Book Building Process. <input checked="" type="checkbox"/> I/We authorise you to enter my/our name on the Register of Holders as holders of the Bonds that may be allotted to me/us and to register my/our address as given below.													
<input type="checkbox"/>	Pension Fund Administrators															
<input type="checkbox"/>	Insurance Companies															
<input type="checkbox"/>	Investment/Unit Trusts															
<input type="checkbox"/>	Market Makers															
<input type="checkbox"/>	Staff Schemes															
<input type="checkbox"/>	Trustees/Custodians															
<input type="checkbox"/>	Resident Corporate Investors															
<input type="checkbox"/>	Non-Resident Investors		<input checked="" type="checkbox"/> I/We note that the Issuer and the Issuing Houses/Book Runners are entitled in their absolute discretion to accept or reject this Order. <input checked="" type="checkbox"/> I/We agree to accept the Participation Amount as may be allocated to me/us subject to the terms of this Red Herring Prospectus.													
<input type="checkbox"/>	Hedge Funds															

PARTICIPATION DETAILS (The Participation Amount(s) and the Bid Coupon Rate(s) being offered must be indicated in the boxes below).

Participants have the option to make a maximum of three orders on the Commitment Form. Each option shall be regarded as a separate application and will be not be considered as multiple applications. All orders must be for a minimum amount of ₦5,000,000 and multiples of ₦1,000,000 thereafter.

ORDER 1

PARTICIPATION AMOUNT (MINIMUM AMOUNT OF ₦5 MILLION AND IN MULTIPLES OF ₦1 MILLION THEREAFTER)													BID COUPON RATE			
IN FIGURES	₦															
IN WORDS																

ORDER 2

PARTICIPATION AMOUNT (MINIMUM AMOUNT OF ₦5 MILLION AND IN MULTIPLES OF ₦1 MILLION THEREAFTER)													BID COUPON RATE			
IN FIGURES	₦															
IN WORDS																

ORDER 3

PARTICIPATION AMOUNT (MINIMUM AMOUNT OF ₦5 MILLION AND IN MULTIPLES OF ₦1 MILLION THEREAFTER)													BID COUPON RATE			
IN FIGURES	₦															
IN WORDS																

