

This document is important and should be read carefully. If you are in doubt about its contents or the actions to take, please consult your banker, stockbroker, accountant, solicitor, or any other professional adviser for guidance immediately. This Programme Memorandum has been approved by the members of the Board of Directors of First City Monument Bank Limited, and they individually and jointly accept full responsibility for the accuracy of all information given herein.

This Programme Memorandum has been prepared in accordance with the Central Bank of Nigeria ("CBN") Guidelines on the Issuance and Treatment of Bankers Acceptances and Commercial Papers issued on 11 September 2019, the CBN Circular of 12 July 2016 on Mandatory Registration and Listing of Commercial Papers (together the "CBN Guidelines") and the November 2024 Commercial Paper Registration and Quotation Rules of the FMDQ Securities Exchange Limited ("FMDQ Exchange" or the "Exchange") or as may be amended from time to time.



First City Monument Bank Limited RC: 46713

₦100,000,000,000

Multi-currency Commercial Paper Issuance Programme

First City Monument Bank Limited ("FCMB" or "the Issuer"), a private limited liability company incorporated in Nigeria, has established this ₦100,000,000,000 (One Hundred Billion Naira) Multi-currency Commercial Paper Issuance Programme (the "CP Programme"), under which FCMB may from time to time issue Commercial Paper notes ("CP Notes" or "Notes"), denominated in Nigerian Naira ("NGN") or United States Dollar ("USD") or in such other currency as may be agreed between the Issuer and the Arranger (as defined in the section entitled, "Summary of the Programme"), in separate series or tranches subject to the terms and conditions ("Terms and Conditions") contained in this Programme Memorandum.

Each Series or Tranche (as defined under the Terms and Conditions) will be issued in such amounts, and will have such discounts, period of maturity and other terms and conditions as set out in the Pricing Supplement applicable to such series or tranche (the "Applicable Pricing Supplement"). The maximum aggregate nominal amount of all CP Notes from time to time outstanding under the CP Programme shall not exceed ₦100,000,000,000 (One Hundred Billion Naira) or its equivalent in United States Dollar ("USD") or in any other currency over a three-year period that this Programme Memorandum, including any amendments thereto, shall remain valid.

This Programme Memorandum is to be read and construed in conjunction with any supplement hereto and all documents which are incorporated herein by reference and, in relation to any Series or Tranche (as defined herein), together with the Applicable Pricing Supplement. This Programme Memorandum shall be read and construed on the basis that such documents are incorporated and form part of this Programme Memorandum. As at the date of this Programme Memorandum, the Securities and Exchange Commission ("SEC") is yet to commence the implementation of its New Rules and Sundry Amendments to the Rules and Regulations of the Commission issued in December 2024, which requires all issuances of commercial papers to first be registered with the SEC, as such, this Programme Memorandum, any Applicable Pricing Supplement and the Notes have not been registered with the SEC, or under the Investments and Securities Act, 2025.

The CP Notes will be issued in dematerialised form and may be registered, quoted and traded on the FMDQ Exchange in accordance with the rules, guidelines and such other regulation as may be prescribed by the CBN and FMDQ Exchange from time to time, or any other recognized trading platform as approved by the CBN. The securities will be settled via the FMDQ Depository Limited or any central securities depository registered or recognised by SEC, acting as custodian and clearing agent for the Notes.

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

Arranger and Dealer/Issuing & Placing Agent



RC 446561

FCMB Capital Markets Limited

Collecting and Paying Agent



RC 46713

First City Monument Bank Limited

This Programme Memorandum is dated 19 May 2025 and valid from 19 May 2025 to 19 May 2028

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DEFINITIONS

TERMS	DEFINITION
"Applicable Pricing Supplement" or "Pricing Supplement"	The document(s) to be issued pursuant to this Programme Memorandum, which shall provide the definitive final terms and conditions relating to a specific Tranche or Series under the Programme
"Board" or "Directors"	The Board of Directors of FCMB
"Business Day"	Any day excluding Saturdays, Sundays and public holidays declared by the Federal Government of Nigeria on which commercial banks are open for general business in Lagos, Nigeria
"CBN"	The Central Bank of Nigeria
"CBN Guidelines"	CBN's Guidelines on the Issuance and Treatment of Bankers Acceptances and Commercial Papers dated 11 September 2019, and the CBN Circular of 12 July 2016 on Mandatory Registration and Listing of Commercial Paper, as amended or supplemented from time to time
"CITA"	Companies Income Tax Act Cap C21, LFN 2004 (as amended by the Companies Income Tax (Amendment) Act No 11 of 2007 and the Finance Acts)
"Collecting and Paying Agent" or "CPA"	First City Monument Bank Limited or any successor collecting and paying agent appointed by the Issuer in connection with the Programme
"Commercial Paper", "CP", "CP Notes" or "Notes"	quoted commercial paper notes to be issued by the Issuer under the CP Programme and any Applicable Pricing Supplement in the form of short-term Zero-Coupon Notes held in dematerialised form by Noteholders
"Conditions" or "Terms and Conditions"	The terms and conditions, in accordance with which the Notes will be issued, set out in the section of this Programme Memorandum headed "Terms and Conditions" and as contained in the IPA Agreement dated on or about the date of this Programme Memorandum
"CP Programme" or "Programme"	The CP Programme described in this Programme Memorandum pursuant to which the Issuer may issue several separate Series or Tranches of Notes from time to time with varying maturities and discount rates provided, however, that the aggregate Face Value of Notes in issue does not exceed ₦100,000,000,000 or its equivalent in USD or any other specified currency
"Credit Default Rate"	The interest rate equivalent to the daily overnight NIBOR + 5% per annum or Issue Rate + 5% per annum (whichever is higher)
"Central Securities Depository" or "CSD"	FMDQ Depository or any additional or successor central securities depository registered or recognised as a depository by the SEC and approved by the Issuer or as may otherwise be specified in the Applicable Pricing Supplement
"Day Count Fraction"	The method of calculating the discount/interest in respect of a Note as specified in the Applicable Pricing Supplement
"Eligible Investors"	This means an investor that is not a Qualified Institutional Investor as defined by the FMDQ Exchange Rules, that has executed a declaration attesting to his/her/its eligibility in the manner prescribed in the FMDQ Exchange Rules

DEFINITIONS

"Event of Default"	An event of default by the Issuer as set out in condition 4 and 10 of the "Terms and Conditions"
"Face Value"	The par value of the Notes
"FCMB", "Issuer" or the "Bank"	First City Monument Bank Limited
"FGN"	Federal Government of Nigeria
"Finance Acts"	The Finance Acts of 2019, 2020, 2021 and 2023 and any other Finance Act as enacted by the Nigerian National Assembly from time to time
"FMDQ Depository"	FMDQ Depository Limited
"FMDQ Exchange" or "FMDQ Securities Exchange Limited" or the "Exchange"	FMDQ Securities Exchange Limited, a securities exchange and self-regulatory organization licensed by the Securities and Exchange Commission to provide a platform for, amongst others, listing, quotation, registration, and trading of securities
"FMDQ Exchange Rules" or the "CP Rules"	The FMDQ Commercial Paper Registration and Quotation Rules, November 2024 (as may be amended from time to time) and such other regulations (including but not limited to Market Bulletins) with respect to the issuance, registration and quotation of commercial papers as may be prescribed by FMDQ Exchange from time to time
"Holder(s)" or "Noteholder(s)"	The holder of a Note as recorded in the Register in accordance with the Terms and Conditions
"Implied Yield"	The yield accruing on the Issue Price of a Note, as specified in the Applicable Pricing Supplement
"ISIN"	International Securities Identification Number
"Issue Date"	The date upon which the relevant Series or Tranche of the Notes is issued as specified in the Applicable Pricing Supplement
"Issue Price"	The price at which the relevant Series or Tranche of the Notes is issued, as specified in the Applicable Pricing Supplement
"Issue Rate"	The discount rate at which the relevant Series or Tranche of the Notes is issued, as specified in the Applicable Pricing Supplement
"Issuing and Placing Agency Agreement"	The Issuing and Placing Agency Agreement between the Issuer and the Issuing and Placing Agent dated on or about the date of this Programme Memorandum
"Issuing and Placing Agent" or "IPA" or "Arranger" or "Dealer and Arranger"	FCMB Capital Markets Limited or any other issuing and placing agent/dealer/arranger appointed under the Issuing and Placing Agency Agreement from time to time, which appointment may be for a specific issue or on an ongoing basis, subject to the Issuer's right to terminate the appointment
"LFN"	Laws of the Federation of Nigeria
"Material Adverse Change"	A materially adverse event which has an effect on the ability of the Issuer to perform and comply with its obligation(s) under the CP Programme
"Naira", "NGN" or "₦"	The Nigerian Naira
"NGX"	The Nigerian Exchange Limited

DEFINITIONS

"NIBOR"	The Nigerian Inter-Bank Offered Rate
"Outstanding Notes"	in relation to the Notes, all the Notes issued, other than: (i) those Notes which have been redeemed pursuant to the provisions of the Terms and Conditions; and (ii) those Notes in respect of which the date (including, where applicable, any deferred date) for its redemption in accordance with the relevant conditions has occurred and the redemption moneys have been duly paid in accordance with the provisions of the Terms and Conditions
"PITA"	Personal Income Tax Act Cap P8, LFN 2004 (as amended by the Personal Income Tax (Amendment) Act No 20 of 2011 and the Finance Acts)
"Principal Amount"	The nominal amount or Face Value of each Note, as specified in the Applicable Pricing Supplement
"Programme Memorandum"	This information memorandum which sets out the detailed particulars of the Programme and includes any supplementary programme memorandum issued by the Issuer from time to time in respect of the Notes
"Qualified Institutional Investor(s)" or "QIIs"	This includes banks, fund/asset managers, pension fund administrators, insurance companies, investment/unit trusts, multilateral and bilateral institutions, registered private equity funds, registered private equity funds, registered hedge funds, market makers, staff schemes, trustees/custodians, stockbroking firms, issuing houses, registrars, financial market infrastructures (FMIs), finance companies, financial/investment holding companies, financial/investment advisors, and any other category of investors as may be determined by the Exchange from time to time.
"Redemption Amount"	The amount specified in the Applicable Pricing Supplement as the amount payable in respect of each Note on the Redemption Date
"Redemption Date"	The date as specified in each Applicable Pricing Supplement on which the Redemption Amount is due and payable in respect of the Notes, as specified in the Applicable Pricing Supplement
"Register"	A register or such registers as shall be maintained by the CSD in which are recorded details of Noteholders
"Rollover"	A CP Issue which is raised for the repayment of an existing CP Issue on its maturity date.
"SEC"	The Securities and Exchange Commission, Nigeria established pursuant to the Investment and Securities Act, 2007 (as amended)
"Series"	A Tranche of Notes together with any further Tranche or Tranches of Notes which are (i) expressed to be consolidated and form a single series and (ii) are identical in all respects except for their respective Issue Dates, and/or Issue Prices
"SINs"	Securities Identification Numbers
"The Group"	First City Monument Bank Limited and Its subsidiary, FCMB UK Limited
"Tranche"	Notes which are identical in all respects
"Unique Identifier"	A code specifically designated/assigned to identify a CP

DEFINITIONS

"USD"	United States Dollar
"VAT"	Value Added Tax as provided for in the Value Added Tax Act, CAP VI, LFN 2004 (as amended by the Value Added Tax Act No 12 of 2007 and the Finance Acts)
"WHT"	Withholding Tax as provided for in section 78(2) of CITA (as amended) and section 70 of PITA (as amended)
"Zero-Coupon Note"	A Note which will be offered and sold at a discount to its Face Value, and which will not bear interest, other than default interest payable on late payments

IMPORTANT NOTICES

This Programme Memorandum contains information provided by the Issuer in connection with the CP Programme under which the Issuer may issue and have outstanding at any time Notes up to a maximum aggregate amount of ₦100,000,000,000 (One Hundred Billion Naira) or its equivalent in USD or any other specified currency. The Notes shall be issued subject to the Terms and Conditions contained in this Programme Memorandum and the Applicable Pricing Supplement.

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

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

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

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

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

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

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

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

IMPORTANT NOTICES

Notes issued under the Programme shall be restricted to Eligible Investors and Qualified Institutional Investors who meet the qualification criteria prescribed by FMDQ Exchange from time to time.

All currency risks assumed by either the Eligible Investors or Qualified Institutional Investors upon purchase of the Notes are borne by the relevant investors.

The Arranger and Dealer, IPA and the CPA are under no obligation to seek recovery or initiate any action against the Issuer.

FMDQ SECURITIES EXCHANGE LIMITED TAKES NO RESPONSIBILITY FOR THE CONTENTS OF THIS PROGRAMME MEMORANDUM, MAKES NO REPRESENTATION AS TO ITS ACCURACY OR COMPLETENESS AND EXPRESSLY DISCLAIMS ANY LIABILITY WHATSOEVER FOR ANY LOSS HOWSOEVER ARISING FROM OR IN RELIANCE UPON THE WHOLE OR ANY PART OF THE CONTENTS OF THIS DOCUMENT.

INCORPORATION OF DOCUMENTS BY REFERENCE

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

1. each Applicable Pricing Supplement relating to any Series or Tranche of Notes issued under the Programme; and
2. the audited financial statements (and notes thereto) and any unaudited interim financial statements published subsequent to such audited financial statements of the Issuer for the financial years or periods prior to each issue of Notes under this Programme,

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

The Issuer may, for so long as any Note remains outstanding, publish an amended and restated Programme Memorandum or a supplement to the Programme Memorandum upon any subsequent issue of Notes, where there has been:

- a) a material change in the condition (financial or otherwise) of the Issuer which is not then reflected in the Programme Memorandum or any supplement to the Programme Memorandum; or
- b) any modification of the terms of the Programme, which would then make the Programme Memorandum materially inaccurate or misleading.

Any such new Programme Memorandum as supplemented and/or modified shall be deemed to have been substituted for the previous Programme Memorandum or to have modified the previous Programme Memorandum from the date of its issue.

The Issuer will provide free of charge to each prospective investor upon request, a copy (which includes an electronic copy at the Issuer's option) of any of the documents deemed to be incorporated herein by reference, unless such documents have been modified or superseded. Requests for such documents shall be directed to the Issuer at its specified offices as set out in this Programme Memorandum.

SUMMARY OF THE PROGRAMME

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

1.	Issuer:	First City Monument Bank Limited
2.	Programme:	FCMB Multi-currency Commercial Paper Issuance Programme
3.	Programme Size:	₦100,000,000,000 (One Hundred Billion Naira), or its equivalent in USD or any other specified currency
4.	Issuance in Series:	The Notes will be issued in Series and each Series may comprise one or more Tranches issued on different dates. The Notes in each Series, each a Tranche, will have the same maturity date and identical terms (except that the Issue Dates and Issue Price may be different). Details applicable to each Series or Tranche will be specified in the Applicable Pricing Supplement.
5.	Arranger/Issuing and Placing Agent:	FCMB Capital Markets Limited
6.	Collecting and Paying Agent:	First City Monument Bank Limited
7.	Solicitor to the Transaction:	Banwo & Ighodalo
8.	Auditors:	Deloitte
9.	Central Securities Depository:	FMDQ Depository Limited
10.	Use of Proceeds:	The net proceeds from each issue of Notes under the Programme will be used to support the Issuer's short-term funding requirements or as may otherwise be specified in the Applicable Pricing Supplement
11.	Sources of Repayment	The repayment of all obligations under the Programme will be funded from the cash flows of the Issuer, unless otherwise specified in the Applicable Pricing Supplement
12.	Method of Issue:	The Notes may be offered and sold by way of a fixed price offer for subscription or through a book-building process and/or any other methods as described in the Applicable Pricing Supplement, within Nigeria as specified in the Applicable Pricing Supplement.
13.	Tenor/Maturity Date:	As specified in the Applicable Pricing Supplement, subject to a minimum tenor of 15 (Fifteen) days and a maximum of 270 (Two Hundred and Seventy) days, including roll-over from the date of issue. The maturity date of all outstanding CPs shall fall within the validity period of the latest Issuer/CP Programme rating filed with the Exchange.
14.	Interest Payments:	Notes shall be issued at a discount and in the form of Zero-Coupon Notes. Thus, the Notes will not bear interest, other than default interest in the case of late payment

SUMMARY OF THE PROGRAMME

15.	Issue Price:	The Notes shall be issued at a discount. The effective rate of interest will be calculated based on such Day Count Fraction specified in the Applicable Pricing Supplement.
16.	Default Date:	The date on which the written notice of the Event of Default is served to the Issuer
17.	Credit Default Rate:	Interest rate equivalent to the daily overnight NIBOR + 5% per annum or Issue Rate + 5% per annum (whichever is higher)
18.	Issue Rate:	The discount rate at which the relevant Series or Tranche of the Notes is issued, as specified in the Applicable Pricing Supplement
19.	Issue Size:	As specified in the Applicable Pricing Supplement
20.	Currency of Issue:	Naira or its equivalent in USD or any other specified currency
21.	Issuer Rating:	The Issuer has been assigned a rating of "B-" from S & P Ratings, a "B-" from Fitch and an "A2" from Global Credit Rating Company "GCR"
22.	Redemption:	As stated in the Applicable Pricing Supplement, subject to the CBN Guidelines and FMDQ Exchange Rules
23.	Settlement Procedures:	The Notes will be settled via direct debit, electronic funds transfers, NIBBS Instant Payment ("NIP"), NIBBS Electronic Funds Transfer ("NEFT") or Real Time Gross Settlement ("RTGS") and in accordance with the guidelines and procedures of the CSD
24.	Registration & Quotation:	The Issuer shall have any Series or Tranche of Notes issued under this Programme quoted on the FMDQ Exchange's Platform or any other recognized trading platform. All secondary market trading of the Notes shall be done in accordance with the rules in relation to the quotation of any Series or Tranche of Notes quoted on the relevant trading platform

SUMMARY OF THE PROGRAMME

25.	Sponsor to the Registration & Quotation	FCMB Capital Markets Limited
26.	Status of Notes:	Each Note constitutes a direct, unconditional, unsecured and unsubordinated obligation of the Issuer and, the Notes shall rank <i>pari passu</i> among themselves, and save for certain debt obligations mandatorily preferred by law, <i>pari passu</i> with all other present and future unsecured and unsubordinated obligations of the Issuer outstanding from time to time
27.	Taxation:	Refer to the section of this Programme Memorandum headed " <i>Tax Considerations</i> ".
28.	Governing Law:	The Notes issued under the Programme and all related contractual documentation will be governed by and construed in accordance with Nigerian law.

USE OF PROCEEDS AND SOURCES OF REPAYMENT

Use of Proceeds

The net proceeds from each issue of Notes under the Programme will be used to support the Issuer's short-term funding requirements or as may otherwise be specified in the Applicable Pricing Supplement.

Sources of Repayment

The repayment of all obligations under the Programme will be funded from the cash flows of the Issuer, unless otherwise specified in the Applicable Pricing Supplement.

REGULATION ON THE ISSUANCE, REGISTRATION & QUOTATION OF CP

Background

In an attempt to facilitate the effective and efficient functioning of the Nigerian money market and provide a regulatory framework for the issuance of Commercial Papers and Bankers Acceptances in Nigeria, the CBN issued the CBN Guidelines.

Regulatory Framework

Issuance and investment in CPs in Nigeria are subject to the provisions of the CBN Guidelines and the FMDQ Exchange Rules. The provisions applicable to CPs under the CBN Guidelines are as highlighted below:

Qualification

A CP qualifies as a financing vehicle if:

- 1) the issuer has 3 years audited financial statements, the most current not exceeding 18 months from the last financial year end; and
- 2) the issuer has an approved credit line with a Nigerian bank acting as an issuing and paying agent, where the bank guarantees the issue.

Size and Tenor

CPs shall be issued at the primary market for a minimum value of ₦5,000,000 (or its equivalent in USD or any other specified currency) and multiples of ₦1,000 thereafter or as otherwise determined.

Furthermore, they shall be issued for maturities of between 15 (Fifteen) days and 270 (Two Hundred and Seventy) days, including rollover, from the date of issue. The interest or discount element on maturing CPs may not be capitalized and rolled over.

Rating

Either the issuer of CP or the specific issue shall have an investment grade rating (minimum of BBB- or similar rating) by a rating agency registered in Nigeria or any international rating agency acceptable to the CBN.

An indicative rating should have been obtained by the Issuer prior to the submission of declarations and information to the FMDQ Depository.

Investors in Commercial Papers

CPs may be issued to and held by individuals, deposit money banks, other corporate bodies registered or incorporated in Nigeria and unincorporated bodies, non-resident Nigerians and foreign institutional investors.

Forms of Maintaining CPs

Issuers and investors in CPs may issue or hold CPs in dematerialized or physical form. Issuers and investors in CPs are encouraged to issue or hold CPs in dematerialized form.

General Requirements

- i. CPs are only redeemable at maturity and as such cannot be pre-liquidated.
- ii. Investors may rediscount the paper with the Issuer before maturity at new market terms if the Issuer is willing to purchase the risk.

REGULATION ON THE ISSUANCE, REGISTRATION & QUOTATION OF CP

- iii. Any proposed issue of CPs shall be completed within the period of two (2) weeks from the date of opening of the issue for subscription.
- iv. All CPs issued in Nigeria shall be registered with a depository, which shall serve as the custodian of all issues and central depository for all dematerialized instruments.

Compliance with the CBN Guidelines

The Issuer has complied with all applicable provisions as stated in the CBN Guidelines. A legal opinion confirming adherence to the CBN Guidelines is incorporated on pages 14 of this Programme Memorandum.

Compliance with Securities Regulations

There is no obligation for the Issuer to register the Notes with the SEC. This is by virtue of Rule 8(1)a of the SEC Rules and Regulations 2013 (as amended), which exempts short-term securities (including notes) with maturity dates not exceeding nine (9) months from the date of issuance from registration with the SEC.

Mandatory Registration and Quotation

The CBN circular on Mandatory Registration and Listing of Commercial Paper on CPs dated 12 July, 2016 requires CPs to be registered and quoted on authorised securities exchanges. Accordingly, banks are prohibited from transacting in CPs (that are not quoted or intended for quotation on an authorised securities exchange), in any capacity whatsoever, including but not limited to as issuer, guarantor, issuing and placing agent, and collecting and paying agent etc.

The CBN having approved the quotation rules of the FMDQ Exchange, has cleared it for the quotation of CPs in Nigeria.

TERMS AND CONDITIONS

The following are the Terms and Conditions of the Notes which, subject to amendment and as completed, modified, supplemented, varied or replaced, in whole or in part, by the final terms which are contained in the Applicable Pricing Supplement (the "Final Terms"), will govern the Notes to be issued under the Programme.

*The provisions of these Terms and Conditions of the Notes (the "**Conditions**") which are applicable to the Notes issued under the Programme shall be deemed to be completed by the information contained in the relevant Final Terms. Any provisions of the Final Terms modifying, supplementing, or replacing, in whole or in part, the provisions of these Conditions shall be deemed to so modify, supplement or replace, in whole or in part, the provisions of these Conditions.*

DEFINITIONS

In these Conditions unless inconsistent with the context or separately defined in the Applicable Pricing Supplement, the following expressions shall have the following meanings:

"Agents" means the Collecting and Paying Agent and the Issuing and Placing Agent;

"Agreed Currency" means any currency other than Naira and USD, in which the Notes may be denominated from time to time, as agreed between the Issuer and the IPA;

"Applicable Pricing Supplement" or **"Pricing Supplement"** means the document(s) to be issued pursuant to the Programme Memorandum, which shall provide the definitive final terms and conditions relating to a specific Tranche or Series of Notes under the Programme;

"Business Day" means any day excluding Saturdays, Sundays and a public holiday declared by the Federal Government of Nigeria on which commercial banks are open for general banking business in Lagos, Nigeria;

"CBN Guidelines" means the CBN Guidelines on the Issuance and Treatment of Bankers Acceptances and Commercial Papers issued on 11th September 2019 and the CBN Circular of 12th July 2016 on Mandatory Registration and Listing of Commercial Paper or any amendments thereto;

"Collecting and Paying Agent" means First City Monument Bank Limited or any successor Collecting and Paying Agent duly appointed by the Issuer;

"Collecting and Paying Agent Deed of Undertaking" means the collecting and paying agent deed of undertaking, dated on or about the date of this Agreement executed by the Collecting and Paying Agent in respect of the Notes issued under the Programme;

"CSD" means FMDQ Depository Limited which expression shall include its successors, as specified in the Applicable Pricing Supplement;

"CSD Rules" means the rules and operating procedures for the time being of the CSD;

"Deed of Covenant" means the deed of covenant, dated on or about the date of the IPA Agreement executed by the Issuer in respect of the Notes issued under the Programme;

"Default Rate" means the interest rate equivalent to the daily overnight NIBOR + 5% per annum or issue rate +5% per annum (whichever is higher) for each day an Event of Default subsists;

"Disclosure Documents" means at any particular date:

- (a) the Programme Memorandum;
- (b) the Applicable Pricing Supplement; and
- (c) any other document delivered by the Issuer to the Issuing and Placing Agent which the Issuer has expressly authorised in writing to be distributed to actual or potential purchasers of Notes;

"Event of Default" means an event of default by the Issuer as set out in Condition 9;

TERMS AND CONDITIONS

"Face Value" means the nominal value of the Notes, as stated in the Applicable Pricing Supplement;

"Force Majeure" means any event or circumstance (or combination of events or circumstances) that is beyond the control of the Issuer which materially and adversely affects its ability to perform its obligations as stated in the Conditions, which could not have been reasonably foreseen, including without limitation, nationwide strikes, national emergency, riot, war, embargo, legislation, acts of God, acts of terrorism, pandemics, epidemics, and industrial unrest;

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

"FMDQ Exchange Rules" means the FMDQ Commercial Paper Registration and Quotation Rules dated November 2024, (as may be amended or supplemented from time to time) and such other regulations (including but not limited to membership agreements, market bulletins) with respect to the issuance, registration and quotation of commercial papers as may be prescribed by FMDQ Exchange from time to time;;

"Issue Date" means, in relation to any Note, the date on which the relevant Series or Tranche of the Note is issued by the Issuer in accordance with the IPA Agreement and the terms and conditions in the Applicable Pricing Supplement;

"Issuer" means First City Monument Bank Limited., a public limited company incorporated under the laws of the Federal Republic of Nigeria with RC No. 46713 and having its registered address at Primrose Towers, 17A, Tinubu Street, Marina, Lagos State, Nigeria;

"Issuing and Placing Agency Agreement" or **"IPA Agreement"** means the Issuing and Placing Agency Agreement between the Issuer and the Issuing and Placing Agent;

"Issuing and Placing Agent" means FCMB Capital Markets Limited;

"Naira" or the sign **"N"** means the official currency of the Federal Republic of Nigeria;

"NIBOR" means the Nigerian Inter-bank Offered Rate;

"Noteholders" mean the several persons for the time being, whose names are shown in the records of the CSD and/or entered in the Register as holders of the Notes and shall include the legal and personal representatives or successors of the Noteholders;

"Notes" means the commercial paper issued by the Issuer from time to time pursuant to the Programme Memorandum and any Applicable Pricing Supplement as promissory notes and held in a de-materialised form by the Noteholders through the CSD;

"Outstanding" means, in relation to the Notes, all the Notes issued, other than:

- (a) those Notes which have been redeemed pursuant to the provisions of the Conditions;
- (b) those Notes in respect of which the date (including, where applicable, any deferred date) for its redemption in accordance with the relevant conditions has occurred and the redemption moneys have been duly paid in accordance with the provisions of the Conditions; and

"Principal Amount" means the nominal amount of each Note, as specified in the Applicable Pricing Supplement;

"Programme" means the N100,000,000,000 (One Hundred Billion Naira) multi-currency commercial paper issuance programme established by the Issuer which allows for the multiple issuances of Notes from time to time denominated in Naira, USD or other Agreed Currency, under a standardized documentation framework;

"Programme Memorandum" means an information memorandum in respect of the Programme dated May 19, 2025 providing detailed particulars of the Programme, and includes any supplementary programme memorandum issued by the Issuer from time to time in respect of the Notes;

"Redemption Amount" means the amount specified in the Applicable Pricing Supplement as the amount payable in respect of each Note at the Redemption Date;

"Redemption Date" means in relation to any Series or Tranche, the date on which redemption monies are due and payable in

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respect of the Notes as specified in these Conditions and the Pricing Supplement. This shall also mean "**Maturity Date**" as referred to in the applicable Disclosure Document and or Transaction Document;

"**Register**" means the register to be maintained by the CSD in respect of the Notes and the Noteholders;

"**Relevant Currency**" means the currency in which payments in respect of the Notes of the relevant Tranche or Series are to be made as indicated in the Applicable Pricing Supplement;

"**Relevant Last Day**" means the date specified in the Applicable Pricing Supplement after which transfer of the Notes will not be registered;

"**Series**" means a series of Notes issued by the Issuer comprising one or more Tranches, having identical terms on issue and expressed to have the same series number but may not have the same Issue Date and issue price;

"**Special Resolution**" means a resolution passed by at least 75% (seventy-five percent) of the Outstanding Principal Amount of the Notes held by Noteholders who are present and voting at meeting of the Noteholders of that Series or Tranche;

"**Specified Office**" means the office of the Agents as specified under the IPA Agreement and Collecting and Paying Agent Deed of Undertaking and shall include such other office or offices as may be specified from time to time thereunder;

"**Tranche**" means in relation to a Series, those Notes of that Series that are issued on the same date and at the same issue price; and

"**Transaction Documents**" means the IPA Agreement, the Programme Memorandum, the Collecting and Paying Agency Agreement, any Applicable Pricing Supplement, the Deed of Covenant, and any other document relating to the issue of the Notes, as approved by FMDQ Exchange.

"**Zero-coupon Notes**" mean Notes which will be offered and sold at a discount to their Principal Amount or at par and will not bear interest, save for default interest payable on late payments.

CONDITION 1 CURRENCY, FORM, TITLE AND DENOMINATION

1.1 Issuance of Notes and Currency

- 1.1.1 The Notes may be issued from time to time by the Issuer in Tranches pursuant to the Programme. A Tranche of Notes may, together with a further Tranche or Tranches, form a Series of Notes issued, provided that the aggregate Principal Amount of all Notes outstanding under the Programme at any point in time does not exceed the N100,000,000,000 (One Hundred Billion Naira) or its equivalent in USD or such other Agreed Currency. The Applicable Pricing Supplement for each Tranche/Series of Notes is (to the extent relevant) incorporated herein for the purposes of those Notes and supplements these Conditions.
- 1.1.2 The Noteholders are by virtue of their subscription to or purchase of the Notes, deemed to have notice of, and are entitled to the benefit of and are subject to all the provisions of the Applicable Pricing Supplement and the Deed of Covenant.
- 1.1.3 The Notes shall be registered electronically and each Series of Notes shall be serially numbered.
- 1.1.4 Notes issued under the Programme will be Zero-coupon Notes.
- 1.1.5 The Notes may be issued in Naira, USD or such other Agreed Currency specified in the Applicable Pricing Supplement.

1.2 Form and Title

- 1.2.1 The Notes shall be issued in uncertificated (de-materialised or book entry) form, which shall be registered with a separate securities identification code with the CSD.
- 1.2.2 Title to the Notes passes upon credit to the CSD account of the Noteholder.
- 1.2.3 Transfer of title to Notes shall be effected in accordance with the CSD Rules governing transfer of title in securities

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held with the CSD.

- 1.2.4 The Noteholder of any Series will (except as otherwise required by law) be treated as legal and beneficial owner for all purposes, including but not limited to the payment of outstanding obligations in respect of the Notes, and no person will be liable for so treating the Noteholder.

1.3 Denomination

The aggregate Principal Amount of the Notes will be as specified in the Applicable Pricing Supplement, offered in a minimum denomination of N1,000 (or the equivalent in the Relevant Currency); and will be sold at such discount from their face amounts as shall be agreed upon by the Issuing and Placing Agent and the Issuer; and shall have a maturity not exceeding two hundred and seventy (270) days, including the Rollover from the Issue Date.

1.4 Closed Periods

No Noteholder may require the transfer of the Notes (i) during the period of fifteen (15) days ending on the Redemption Date or such other date as may be specified in the Applicable Pricing Supplement; or (ii) following the issuance of default notice to the Issuer pursuant to Condition 9 (*Events of Default*).

CONDITION 2 STATUS OF THE NOTES

Each Note constitutes a direct, unconditional, unsubordinated, and unsecured obligation of the Issuer and shall at all times rank *pari passu* and without any preference or priority among themselves. The payment obligations of the Issuer under the Notes shall, save for such obligations as may be preferred by applicable legislation relating to preferred payment obligations, at all times rank at least equally with all other unsecured and unsubordinated indebtedness and monetary obligations of the Issuer, from time to time.

CONDITION 3 REDEMPTION

Unless previously redeemed or purchased and cancelled as specified below, the Notes will be redeemed at the Redemption Amount, specified in or determined by the manner specified in the Applicable Pricing Supplement, on the Maturity Date subject to the provisions contained in Condition 4 (*Payments*).

CONDITION 4 PAYMENTS

- 4.1 Only Noteholders named in the Register as at the close of business on the Relevant Last Day shall be entitled to payment of amounts due and payable in respect of Notes. The Noteholder shall be the only person entitled to receive payments in respect of Notes and the Issuer will be discharged by payment to, or to the order of, the Noteholder in respect of each amount so paid.
- 4.2 Payments of any outstanding obligation regarding the Notes will be made in the Relevant Currency by credit/electronic funds transfer to the specified bank account of the Noteholder.
- 4.3 In the case of joint Noteholders, payment by electronic transfers will be made to the account of the first named Noteholder in the Register. Payment by electronic transfer to the first named Noteholder in the Register shall discharge the Issuer of its relevant payment obligations under the Notes.
- 4.4 In the case of nominees, the nominee shall be paid as the registered Noteholder, which payee shall in turn be responsible for transferring such funds to the holders of the beneficial interests and the Issuer's obligation in respect of such payment shall be fully discharged. The Issuer shall not be under an obligation to enquire as to whether such funds are actually transferred to the holders of the beneficial interests and bears no liability with respect to whether or not such amount is transferred by the nominee to the beneficial interest holder(s).
- 4.5 If the Issuer is prevented or restricted directly or indirectly from making any payment by electronic funds transfer by reason of a Force Majeure event, the Issuer shall to the extent practicable make such payment by cheque (or by such number of cheques as may be required in accordance with applicable banking law and practice) of any such amounts made payable to the relevant Noteholder. Such payments by cheque shall be sent by post to the address of the Noteholder of registered Notes as set forth in the Register or, in the case of joint Noteholders of registered Notes, the address set forth in the Register

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of that one of them who is first named in the Register in respect of that Note.

- 4.6 Where the Issuer fails to redeem the Notes on the Redemption Date interest shall begin to accrue on the Redemption Amount at the Default Rate from the Redemption Date until the date on which all amounts due in respect of such Note have been paid.
- 4.7 If the Redemption Date is not a Business Day, then the Noteholder thereof shall not be entitled to the Redemption Amount until the next Business Day, and the Noteholder shall not be entitled to any interest, return or other payment in respect of any such delay. Provided that where the next Business Day falls in a different calendar month, that payment shall be made on or by the immediately preceding Business Day.
- 4.8 On the Redemption Date, payment shall only be made to the Noteholders if the Issuer has made funds available to the Collecting and Paying Agent. The Issuer shall ensure there are sufficient funds in its funding account with the Collecting and Paying Agent by 12:00 Noon on the maturity date of the CP, failing which the Issuer shall be in violation of the FMDQ Exchange Rules, and the IPA shall immediately and no later than 1:00 PM notify FMDQ Exchange of the Issuer's failure to comply with the obligation.
- 4.9 In respect of payments relating to Notes under a Tranche, notwithstanding that such Notes may have the same Issue Date, where the total Principal Amount payable by a Noteholder in respect of the said Notes has not been received by the relevant Issue Date but is received within 5 (five) Business Days thereof, the discount payable by the Issuer in respect of such Notes shall be adjusted accordingly.
- 4.10 All monies payable in respect of the Notes shall be paid to or to the order of the Noteholders by the Collecting and Paying Agent. Noteholders shall not be required to present and/or surrender any documents of title to the Collecting and Paying Agent.
- 4.11 Where evidence has been provided that the money was transferred into the account of the Noteholder but the Noteholder is yet to receive payment, the Collecting and Paying Agent shall notify FMDQ Exchange immediately of this fact together with evidence that the money has been transferred to the said Noteholder.

CONDITION 5 TRANSFER OF NOTES

- 5.1 All Notes issued under the Programme in dematerialized or immobilized (book entry) form may be transferred only in accordance with the CSD Rules.
- 5.2 Transfer of the Notes will only occur by way of electronic book entry in the CSD accounts of the Noteholders in accordance with the CSD Rules.

CONDITION 6 REGISTER

- 6.1 The Register shall be maintained by the CSD. The Register shall reflect the number of Notes issued and shall contain the name, address, and bank account details of the registered Noteholders. The Register shall set out the aggregate Principal Amount of the Notes issued to such Noteholder and the date of issue.
- 6.2 The records of the relevant CSD and/or statements/certificates issued by the CSD as to the aggregate number of Notes standing to the CSD account of any Noteholder shall be conclusive and binding for all purposes save in the case of manifest error and such person shall be treated by the Issuer and the Agents as the legal and beneficial owner of such aggregate number of Notes for all purposes.
- 6.3 The Register shall be open for inspection during the normal business hours of the Registrar to any Noteholder or any person authorised by the Noteholder.
- 6.4 The CSD shall alter the Register in respect of any change of name, address or bank account number of any of the registered Noteholders of which it is notified in accordance with these Conditions, and such alterations shall forthwith be notified to the Issuer.

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CONDITION 7 TAXATION

- 7.1 The Notes issued under the Programme will be Zero-coupon Notes and as such, will be offered and sold at a discount to Face Value. The Notes will thus not bear interest (save for default interest payable on late payments) and the Issuer will not be required to withhold or deduct tax from payments in respect of the Notes to the Noteholders. However, the discount on the Notes may be taxed in accordance with applicable Nigerian tax laws.
- 7.2 Where interest-bearing Notes are issued under the programme, the Issuer has an obligation to withhold or deduct tax on interest paid on the Notes, in accordance with prevailing Nigerian tax laws.
- 7.3 The tax consequence of each Notes issued under the Programme will be set out in the Applicable Pricing Supplement.

CONDITION 8 PRESCRIPTION

No action can be brought by a Noteholder in respect of the Notes unless the action is commenced within six (6) years from the appropriate Relevant Date. In the event that a Noteholder brings an action or issues notice to recover the redemption amount after the Collecting and Paying Agent has remitted the balance in the Redemption Payment Account to the Issuer, the Issuer shall upon receipt of the written demand from the Noteholder or the Collecting and Paying Agent pay the redemption amount directly into the account of the Noteholder or to the order of the Collecting and Paying Agent for onward transmission to the Noteholder.

CONDITION 9 EVENTS OF DEFAULT

- 9.1 Upon the happening of any of the following events ("**Events of Default**") which is continuing, any Noteholder may by written notice to the Issuer at its specified office(s), effective upon the date of receipt thereof by the Issuer declare the Notes held by that Noteholder to be forthwith due and payable, provided that (other than in the event of non-payment or part payment) no such action shall be taken if it is as a result of Force Majeure or in order to comply with any law or regulation of Nigeria or to comply with any order of a court of competent jurisdiction. In addition, the Noteholders shall have the right to exercise all other remedies available to them under the laws of the Federal Republic of Nigeria.
- 9.2 Upon the occurrence of an Event of Default, the Issuer shall pay Noteholders interest at the Default Rate until the debt obligations to the investors have been settled in full.
- 9.3 **Failure to Notify:** failure to notify FMDQ Exchange by 5:00pm in writing that the CP has been liquidated and that funds have been transferred to all CP holders on the Maturity Date of the CP, and failure to provide evidence of settlement of all investors to FMDQ Exchange on the Maturity Date; or
- 9.4 **Non-Payment or Part-Payment:** part-payment or non-payment of the CP value to investors shall also constitute a credit default, as defined under the FMDQ Exchange Rules. In the case of a Rollover, if any investor objects to a proposed Rollover, the Issuer/Promoter shall effect the payment of the value of the investors' CP holding on the Maturity Date, based on the initial terms of the Issue. Failure by the Issuers/Promoters to effect such payment shall result in a default;

Provided that a delay in payment technical difficulties due to a Force Majeure event experienced by the Issuer shall not constitute a non-payment or part-payment default if so determined by the FMDQ Exchange; or

- 9.5 **Breach of Other Obligations:** the Issuer does not perform or comply with any one or more of its other obligations in the Notes which default is incapable of remedy or where capable of remedy, is not remedied within thirty (30) days after written notice of such default shall have been given to the Issuer at its specified office; or
- 9.6 **Breach of Representation:** any representation, warranty or undertaking made in connection with any documentation supplied by the Issuer pursuant to the Programme is in the reasonable opinion of the Issuing and Placing Agent, materially incorrect; or
- 9.7 **Winding-up:** an order is made or an effective resolution passed for the winding-up or dissolution of the Issuer, or the Issuer applies or petitions for a winding-up or administration order in respect of itself or ceases or through an official action of its board of directors threatens to cease to carry on all or a substantial part of its business or operations, in each case except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation on terms approved by the Noteholders provided that the proposed merger involving the Issuer as approved by its Board of Directors

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as at the date of this Agreement shall not require the approval of the Noteholders; or

- 9.8 **Insolvency:** the Issuer is, or is deemed by law or a court to be insolvent or unable to pay its debts, stops, suspends or threatens to stop or suspend payment of all or a material part of (or of a particular type of) its debts, proposes or makes a general assignment or an arrangement or composition with or for the benefit of the relevant creditors in respect of any of such debts or a moratorium is agreed or declared in respect of or affecting all or any part of (or of a particular type of) the debts of the Issuer; or
- 9.9 **Enforcement Proceedings:** a distress, attachment, execution, or other legal process is levied, enforced, or sued out, on or against a material or substantial part of the property, assets or revenues of the Issuer, and such distress, attachment, execution, or other legal process is not discharged or stayed within ninety (90) days; or
- 9.10 **Failure to take action:** any action, condition or thing (including the obtaining of any consent or approval) now or hereafter necessary to enable the Issuer to comply with its obligations under the Programme for the issuance of the Notes is not taken, fulfilled or done, or any such consent, or approval shall be revoked, modified, withdrawn or withheld or shall cease to remain in full force and effect, resulting in the Issuer being unable to perform any of its payment or other obligations in terms of the Notes or the Programme for the issuance of the Notes.
- 9.11 **Action Upon Event of Default:** Upon the occurrence of an Event of Default and such Event of Default is continuing, any Noteholder may by written notice to the Issuer at its specified office(s), effective upon the date of receipt thereof by the Issuer, declare the Notes held by that Noteholder to be forthwith due and payable, provided that no such action shall be taken if it is as a result of a Force Majeure event or if the Issuer withholds or refuses to make any payment in order for it to comply with any law or regulation of Nigeria or to comply with any order of a court of competent jurisdiction. Upon the occurrence of an Event of Default which results in the inability of the Issuer to make a payment on the Maturity Date, the Issuer shall pay the Noteholders interest at the Default Rate until the debt obligations to the Noteholders have been settled in full. In addition, each Noteholder shall have the right to exercise all other remedies available to it/him/her under the laws of the Federal Republic of Nigeria.

CONDITION 10 NOTICES

10.1 Notices to the Noteholders

- 10.1.1 All notices to the Noteholders will be valid if mailed to them at their respective addresses of record or electronically mailed to them via their respective email addresses in the relevant Register. The Issuer shall also ensure that notices are duly given or published in a manner which complies with the CBN Guidelines, the FMDQ Exchange Rules, the CSD Rules or such other regulatory authority as may be applicable to the Notes.
- 10.1.2 The Parties agree that the Collecting and Paying Agent's obligation under Condition 10.1.1, shall be limited to providing administrative support to relay notices issued to Noteholders pursuant to the CBN Guidelines, FMDQ Exchange Rules, CSD Rules or such other regulatory authority as may be applicable to the Notes. The Collecting and Paying Agent shall not be obliged to review or check the adequacy, accuracy, or completeness of any document/notice it relays or sends to the Noteholders pursuant to this Condition 10 where the Collecting and Paying Agent receive such document/notice from the Issuer and is not involved in the preparation of such document/notice. For the avoidance of doubt, the duties of the Collecting and Paying Agent are solely mechanical and administrative in nature. The Collecting and Paying Agent are not obliged to review or check the adequacy, accuracy, or completeness of any document it receives directly from the Issuer for delivery, publication or notification to the Noteholders. Provided that where such document/notice is prepared by the Collecting and Paying Agent, the Collecting and Paying Agent shall be obliged to confirm the adequacy, accuracy and completeness of such document/notice.
- 10.1.3 Any notice shall be deemed to have been given on the second day after being so mailed or on the date of publication in national newspapers, or if published more than once or on different dates, on the date of the first publication.

10.2 Notices from the Noteholders

- 10.2.1 Notices to be given by any Noteholder to the Issuer shall be in writing and given by lodging the same with the Collecting and Paying Agent. The notice shall forthwith be forwarded to the Issuer by the Collecting and Paying Agent, on receipt of same,

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CONDITION 11 CHANGE OF AGENT

- 11.1 Upon receipt of FMDQ Exchange's approval to effect the revision, and following the submission of a formal revision application, the Issuer is entitled to vary or terminate the appointment of any of the Agents and/or appoint additional or other Agents and/or approve any change in the Specified Office through which any agent acts, provided that there will, at all times during the subsistence of the Programme, be an agent with Specified Offices.
- 11.2 Each Agent acts solely as agent of the Issuer and does not assume any obligation towards or any relationship of agency or trust for or with any Noteholder.

CONDITION 12 MODIFICATION

- 12.1 The Agents may agree with the Issuer, without the consent of the Noteholders to any modification of any of these Conditions which is in the opinion of the Agents of a minor or technical nature or is made to correct a manifest error, or to comply with the mandatory provisions of any law in Nigeria and which is in the opinion of the Agents not materially prejudicial to the interests of the Noteholders.
- 12.2 Save as provided in condition 12.1 above, no amendment of the Conditions may be effected unless:
- (i) such amendment is in writing and signed by or on behalf of the Issuer;
 - (ii) the FMDQ Exchange is notified of such amendment; and
 - (iii) such amendment:
 - (a) If it affects the rights, under the Conditions, of all the Noteholders, is approved by a Special Resolution; or
 - (b) If it affects only the rights, under the Conditions, of a particular group (or groups) of Noteholders, is approved by a Special Resolution of that group or groups.
- 12.3 Any such modification, authorisation or waiver shall be binding on the Noteholders and shall be notified to the Noteholders, as soon as practicable in accordance with Condition 10 (*Notices*).

CONDITION 13 MEETINGS OF NOTEHOLDERS

- 13.1 The Issuer may at any time convene a meeting of all Noteholders (whether physically or virtually) upon at least twenty-one (21) days prior written notice to such Noteholders. The notice is required to be given in terms of Condition 10 (*Notices*). Such Notice shall specify the date, place, agenda, and time of the meeting to be held, which place shall be in Nigeria.
- 13.2 Every director or duly appointed representative of the Issuer may attend and speak at a meeting of the Noteholders but shall not be entitled to vote, other than as a proxy or representative of a Noteholder.
- 13.3 Two (2) or more Noteholders holding or representing by proxy a simple majority of the Principal Amount of the Notes that are Outstanding for the time being, shall be able to request the Issuer to convene a meeting of Noteholders. Should the Issuer fail to requisition such a meeting within ten (10) Business Days of such a request being received by the Issuer, the Noteholders requesting the meeting may convene such a meeting.
- 13.4 A Noteholder may by an instrument in writing (a "**Form of Proxy**") signed by the holder or, in the case of a corporation executed under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation, appoint any person (a "**Proxy**") to act on his or its behalf in connection with any meeting or proposed meeting(s) of the Noteholders.
- 13.5 Any Noteholder, which is a corporation may by resolution of its directors or other governing body, authorise any person to act as its representative (a "**Representative**") in connection with any meeting or proposed meeting(s) of the Noteholders.
- 13.6 Any Proxy or Representative so appointed shall, so long as the appointment remains in force, be deemed for all purposes in connection with any meeting or proposed meeting(s) of the Noteholder specified in the appointment, to be the holder

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of the Notes to which the appointment relates, and the holder of the Notes shall be deemed for such purposes not to be the holder.

- 13.7 The chairman of the meeting shall be appointed by the Issuer. The procedures to be followed at the meeting shall be as determined by the chairman subject to the remaining provisions of this Condition 13. Should the Noteholders requisition a meeting, and the Issuer fails to call such a meeting within 10 (ten) Business Days of the requisition, then the chairman of the meeting held at the instance of the Noteholders, shall be selected by a simple majority of Noteholders present in person or proxy.
- 13.8 At any such meeting two (2) or more Noteholders present in person, by representative or by proxy, holding in aggregate not less than one third (1/3rd) of the Principal Amount of Notes shall form a quorum. On a poll, each Noteholder present in person or by proxy at the time of the meeting shall have the number of votes equal to the number of Notes, by denomination held by the Noteholder.
- 13.9 If within thirty (30) minutes after the time appointed for any such meeting a quorum is not formed, the meeting shall, if convened upon the requisition of Noteholders, be dissolved. In any other case, it shall be adjourned to such date and time not being less than fourteen (14) days nor more than twenty-one (21) days thereafter and at the same time and place. At such adjourned meeting two or more Noteholders present or represented by proxy shall form a quorum and shall have power to pass any Special Resolution and to decide upon all matters which could properly have been dealt with at the original meeting had the requisite quorum been present.
- 13.10 Save for where a Special Resolution is required in accordance with these Conditions or resolution referred to in 14.11 below, all other resolutions passed by the Noteholders shall be by simple majority of those present and voting at the meeting.
- 13.11 A resolution in writing duly signed by seventy-five percent (75%) of the Noteholders holding in aggregate not less than seventy-five percent (75%) of the Principal Amount of outstanding Notes, shall be as effective for all purposes as a resolution duly passed at a meeting of the Noteholders, provided that the resolution was sent to all the Noteholders entitled to receive notice of a meeting of Noteholders. Such resolution may be contained in one document or in several documents of identical form signed by 75% of the Noteholders holding in aggregate not less than seventy-five percent (75%) of the Principal Amount of outstanding Notes.
- 13.12 The meeting may be held virtually by means of a tele-conference, video-conference or other electronic/virtual communication means, which allows all those participating in the meeting to hear and speak to one another.
- 13.13 Any Noteholder so participating shall be counted as present in person at such meeting for the purposes of quorum and attendance and shall be entitled to vote at such meeting via any electronic/virtual channel provided.

CONDITION 14 FURTHER ISSUES

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

CONDITION 15 GOVERNING LAW

- 15.1 The provisions of these Conditions, the Programme Memorandum, Pricing Supplement and the Notes are governed by, and shall be construed in accordance with, the laws of the Federal Republic of Nigeria.

TAX CONSIDERATIONS

The Notes issued under the Programme will be Zero-Coupon Notes and as such, will be offered and sold at a discount to Face Value. The Notes will thus not bear interest, however, in the case of a late payment, interest will accrue on the redemption monies to be paid to the Noteholders. The discount on the Notes, and/or any accrued interest on the redemption monies to be paid to Noteholders may be taxed in accordance with applicable Nigerian tax laws. Specifically, such discount or accrued interest on the redemption monies may be subject to Withholding Tax at the rate of 10% in accordance with the provisions of the Companies Income Tax Act, the Personal Income Tax Act and the Withholding Tax Regulation.

Section 22(4) of the Stamp Duties Act, Cap 58 Laws of the Federation of Nigeria ("LFN") 2004 ("Stamp Duties Act") as amended by the Finance Acts) requires instruments executed in Nigeria, or relating, wheresoever executed, to any property situate or to any matter or thing done or to be done in Nigeria to be stamped and appropriate stamp duty paid in respect of the said instrument, in order for same to be admissible in evidence before Nigerian courts and to be enforceable by the said courts. Stamp duty is payable in Nigeria either at a flat rate or an ad valorem rate. Thus, the Transaction Documents will be liable to stamp duty; and are required to be stamped within forty (40) days from the date they are first executed or if such Transaction Document is subject to ad valorem rate within thirty (30) days after they are first executed or have been received in Nigeria (including electronic documents), if executed outside Nigeria. Historically, each of the Transaction Documents attracted a nominal stamp duty of N500.00 (Five Hundred Naira) for the original and ₦50.00 (Fifty Naira) for each counterpart. Each of the Transaction Documents shall be assessed and stamped at the prevailing stamp duties rate as of the time of stamping by the Commissioner for Stamp Duties. The cost of stamping the Transaction Documents would be borne by the Issuer.

The Notes will be issued in a dematerialised form and as book entries in the register of the CSD. Historically, the Notes did not attract stamp duty, as it was not in certificated form and therefore did not qualify as "instruments" as previously defined under the Stamp Duties Act. However, the Finance Act, 2019 has amended the definition of "instruments" in the stamp duties Act to include "electronic instruments", as such it is not clear whether the electronic form of the dematerialised Notes will qualify as "electronic instruments" within the context of the Finance Act thereby attracting stamp duties. Where the FIRS is of the opinion that the Notes qualify as "electronic instruments", The Notes may attract stamp duty at a rate of 0.1% flat.

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

RISK FACTORS

RISKS RELATING TO THE COMMERCIAL PAPER NOTES

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

Interest Rate Risks

FCMB is exposed to vagaries of interest rate fluctuations through the interest-bearing assets and liabilities in its banking and trading books. Fluctuations in interest rates could adversely affect the Bank's operations and financial condition in different ways.

For instance, an increase in general or policy interest rates may decrease the value of the Bank's fixed rate loans or fixed rate debt securities (like Nigerian Government treasury bills or bonds, and other Government/corporate Bonds) on one hand, and simultaneously raise the Bank's funding costs.

Furthermore, an increase in interest rates may reduce overall demand for new loans and increase the risk of borrowing customers' default, while general volatility in interest rates may result in a gap between the Bank's interest rate sensitive assets and liabilities.

Interest rates are sensitive to many factors beyond the Bank's control, including the policies of central banks, such as the CBN, domestic and international economic conditions and political factors. The Bank may not be able to protect itself from the adverse effects of future interest rate fluctuations. Any fluctuations in market interest rates, and the Bank's inability to monitor such fluctuations so as to respond in a timely and cost-effective manner, could lead to a reduction in net interest income and adversely affect the Group's business, results of operations and financial condition.

The Bank's objective for management of interest rate risk is to ensure a higher degree of interest rate margin stability and lower interest rate risk over an interest rate cycle. The Bank tries to achieve this by actively managing the interest rates on its assets and liabilities, including using interest rate swaps. However, the Bank's operations remain subject to the risk of interest rate fluctuations to the extent that interest-earning assets and interest-bearing liabilities mature or re-price at different times or in differing amounts. These risks impact both the earnings and the economic value of the Bank which, if material, could have a material adverse effect on the Bank's financial condition, liquidity, and results of operations.

Credit risk

Credit risk arises primarily from the failure of an obligor or counterparty to perform in accordance with agreed terms or where the counterparty's ability to meet such contractual obligation is impaired. There is the risk of loss to the Issuer as a result of failure by a counterparty to meet its financial and/or contractual obligations to the Issuer. A single exposure or group of exposures large enough can lead to credit losses which threaten the Issuer's capital adequacy or ability to maintain its core operations. There also exists settlement risk which is the risk of loss to the Issuer from a transaction settlement, where value is exchanged and counter value is not received in whole or part.

Market Risk

Market risk is the risk arising from adverse changes in underlying market factors such as interest rates, foreign exchange rates, equity prices, commodity prices and other relevant factors such as market volatility. The Issuer's financial condition and operating results could be affected by market risks that are outside the Issuer's control. The Issuer undertakes trading and investment activities in fixed income securities such as notes, treasury bills, interbank takings and placements, as well as foreign exchange trading, all of which give rise to market risk exposure (i.e. the risk that the fair value or future cash flows of the Issuer's trading and investment positions or other financial instruments may fluctuate because of changes in market prices).

Operational Risk

RISK FACTORS

The Issuer defines operational risk as the risk of loss resulting from inadequate or failed internal processes, people and systems or from external events such as third-party fraud. This definition includes legal risk but excludes strategic and reputational risks. The Issuer's operational processes capture the following major types of losses: fraud (internal and external); fines, penalties or expenses incurred as a result of regulatory infractions; losses arising from litigation processes including out-of-court settlements. The Issuer recognises the significance of operational risk. Any lapse due to operational risks that could result in losses by the Issuer or its subsidiaries could affect the Issuer's ability to perform its obligations under the Programme.

Regulatory and Compliance Risk

The banking and financial services industry in which the Issuer and the Issuer's subsidiaries operate is highly regulated. The Banks and Other Financial Institutions Act, No. 5, 2020 ("BOFIA") various CBN Guidelines (including the CBN Prudential Guidelines), rules and regulations of the SEC, 2013 (as amended), the FRCN rules and regulations, the National Code of Corporate Governance, 2018 and other codes, guidelines and rules, are some of the laws the Issuer is required to adhere to, failing which the Issuer risks sanction by regulators. Non-compliance by the Issuer with the provisions of the BOFIA and/or guidelines and regulations issued by the CBN may result in the revocation of the Issuer's banking licence. Should the Issuer lose its banking licence, it may be unable to meet its obligations under the Programme.

Regulatory and Political Risk

The Issuer operates in a sector that undergoes frequent and significant regulatory changes through the issuance of policy documents, guidelines and regulations to govern banking business, financial inclusion, payment service sector and financial technology generally. Regulatory and political decisions of the Federal Government and regulators of the Issuer will continue to affect the operations of the Issuer, the banking sector in Nigeria and the payment service industry.

Foreign Exchange Risks

The Bank is subject to foreign exchange risk and are affected by changes in the value of the Naira against other currencies.

The Bank is exposed to foreign exchange risk because of adverse movements in exchange rates, primarily through its assets, customers' deposits and through acting as an intermediary in foreign exchange transactions between central and commercial banks. Such risk could have a material adverse effect on the Bank's business, operations, financial condition, and liquidity.

Foreign exchange gains and losses resulting from the settlement of such transactions and from the translation at period-end exchange rates of monetary assets and liabilities denominated in foreign currencies are recognised in the Bank's income statement.

As a result, the Bank's reported income is affected by changes in the value of the Naira with respect to foreign currencies (primarily the U.S. dollar). Furthermore, the Bank's customers may be subject to substantial foreign exchange risk, which indirectly affects the Bank's credit risk profile.

Any significant decline in the value of the Naira may result in the Bank's borrowers' inability to repay foreign currency denominated loans, and other fluctuations in the value of the Naira against foreign currencies may have a material adverse effect on the Group's business, results of operations and financial condition.

Risk related to the liquidity of the Notes

Notes issued under the Programme will be new securities which may not be widely distributed and for which there is currently no active trading market. If the Notes are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon the market for similar securities, general economic conditions, and the financial condition of the Bank. Although applications will be made for Notes issued under

RISK FACTORS

the Programme to be admitted and traded on the FMDQ platform, there is no assurance that such applications will be accepted, that any particular issue of Notes will be so admitted or that an active trading market will develop. Accordingly, there is no assurance as to the development of a liquid secondary market for any particular issue of the Notes.

Risks related to the change in price of the Notes

Changes in market price of Commercial Paper in the regulated market depends on supply and demand for Commercial Paper and changes in interest rates in the market. Excess demand for Commercial Paper could lead to a higher price, and excess supply could lead to a decrease in the price of Commercial Paper. In case of higher interest rates in the market, Commercial Paper holders could request higher return for Commercial Paper, which in turn could lead to a lower price of Commercial Paper in the regulated market. In case of lower interest rates in the market, Commercial Paper holders could expect lower return for Commercial Paper, which in turn could lead to a higher price of Commercial Paper in the regulated market

Fixed Income Related Risks

There may not be an active two-way quote trading market for the CPs when issued, and thus the liquidity of the CPs may be limited. Therefore, Investors may not be able to sell their CPs in a transparent and efficient system. However, a vibrant OTC market exists for Treasury Bills and other fixed income securities, and the continuous development and deepening of the fixed income market will help ensure increased liquidity of the CPs

SETTLEMENT, CLEARING AND TRANSFER OF NOTES

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

Clearing System

The Notes will be issued in dematerialised form and will not be represented by any certificate or written instrument. As stipulated by the CBN Guidelines, each Series or Tranche will be held in custody by the CSD, either in the name of the beneficial owner or nominee.

All transactions in the Notes shall be cleared and settled electronically in accordance with the rules and operating procedures of the CSD. Subject to as aforesaid, each Tranche will be issued, cleared, and transferred in accordance with the Terms and Conditions and will be settled through authorised participants who will follow the electronic settlement procedures prescribed by the CSD.

Authorised Participants

The CSD will maintain a central securities account for Dealing Members (the "Authorised Participants") and each beneficial owner of the Notes is required to have a sub-account under the Authorised Participants. Noteholders may exercise their rights in respect of the Notes held in the custody of the CSD only through the Authorised Participants.

For purposes of Notes issued under this Programme, the Authorised Participant is First City Monument Bank Limited and any other bank appointed by the Issuer to act as CPA.

Registration

- i. The Authorized Participant is required to register with the CSD before dealing in CPs.
- ii. Note holders are required to route their account opening applications and transactions through the Authorized Participant, who would then notify the CSD to create a relevant sub-account for the Noteholder.
- iii. The CSD will assign a unique identification number ("Trade Member Code") to the Authorized Participant and also open the account(s) requested by the Authorized Participant.
- iv. FMDQ Exchange will request for the CP to be registered with the CSD, who in turn will furnish FMDQ Exchange and the Authorised Participant with the unique identifier for the registered CP.
- v. The CSD will re-open the existing ISIN/SIN code for all Tranches with same maturity dates, however new ISIN/SIN codes will be issued for Tranches with different maturity dates.

Lodgement

The Authorised Participant will electronically lodge CPs within ten (10) Business days after receiving the approval for quotation of the CPs on the Exchange and advise the CSD after lodgement to transfer the CPs to the sub-accounts of the beneficial owners of the Notes and the CSD shall process same.

Redemption

- i. No transactions or trades may be effected for any CPs fifteen (15) Business days prior to its Maturity Date.
- ii. The Authorised Participant shall obtain the statement of investors' accounts/holdings from the CSD one (1) business day before the Maturity Date of the CP.
- iii. The Authorised Participant shall effect repayment to the designated accounts of all registered holders of

SETTLEMENT, CLEARING AND TRANSFER OF NOTES

the CP.

- iv. The Authorised Participant must notify the CSD to expunge (knock-off) matured CPs latest by 5.00pm on the Maturity Date of the CP.
- v. The Maturity Date shall be on a Business Day, however if the relevant Business Day falls on a public holiday, the following Business Day shall be the Maturity Date of the CP
- vi. The Issuer shall ensure that there are sufficient funds in its funding account with the CPA to pay all investors (i.e. including investors that have indicated interest to participate in another CP issuance [which is not a Rollover] within the Programme) by 12:00 noon on the Maturity Date of the CP, failing which the Issuer shall be in violation of FMDQ Exchange Rules.
- vii. The CPA shall ensure that funds have been transferred to all CP Holders (i.e. excluding investors that have indicated interest to participate in another CP within the Programme) by 3:00 PM on the Maturity Date of the CP.
- viii. In case of (IV) above, the CP must remain with the CSD until the Collecting and Paying Agent pays off the Noteholders and notifies the CSD and the FMDQ Exchange with evidence.

Roll-Over

- i. All CPs, including rollovers shall not exceed two hundred and seventy (270) days (tenor) from the date of issue.
- ii. Every Rollover of a CP shall be treated or classified as a fresh/ separate CP.
- iii. Upon granting approval for Rollover, FMDQ Exchange shall request for the Rollover CP to be registered with the CSD who in turn shall furnish FMDQ Exchange and the Authorised Participant with the new unique identifier, subject to receipt of CP rollover fees from the Authorised Participant.
- iv. The CSD shall expunge the existing CP unique identifier in the system and replace it with new codes.
- v. Where the Issuer is desirous to rollover, the IPA shall be informed no later than 3 (three) Business Days before the maturity date of the CP and shall furnish the IPA with the relevant updated document for the re-evaluation of the CP
- vi. The IPA upon receipt of notification shall notify the Exchange by providing the relevant documentation that all investors have been duly informed not later than 3:00pm, 1 (one) Business Day prior to the maturity date of the CP upon receipt, the Exchange shall confirm approval

Default

- i. The Issuer shall notify FMDQ Exchange in writing that the CP has been liquidated and that funds have been transferred to all CP Holders by 5:00 PM on the Maturity Date of the CP, failing which, the Issuer shall be deemed to be in default.
- ii. In the case of a Rollover, if any investor objects to a Rollover, the Issuer shall effect the payment of the value of the investor's CP holding on the Maturity Date, based on the initial terms of the Issue. Failure by the Issuer to effect such payment shall result in a default.
- iii. The FMDQ Exchange shall be notified immediately it is identified that a default is imminent or there is a strong possibility of default. The Issuer shall provide reasons for the default or imminent default e.g. the investors may not be paid due to the CPA experiencing technical issues such as a market disruption or insufficient funds in the funding account to meet payment obligations on the Maturity Date or as the case may be.
- iv. The Exchange shall make public default status to the market latest by the date which is one (1) Business Day before the Maturity Date.

SETTLEMENT, CLEARING AND TRANSFER OF NOTES

Note: In the event of default, the IPA is under no obligation to seek recovery or initiate any action against the Issuer/Promoter either on its own or on behalf of the investors.

Secondary Market Trading (OTC) Guidelines

- i. The Authorised Participant will submit CP transaction instructions/details to the CSD via the authorised data-exchange platform.
- ii. CP transactions are to be submitted to the CSD by the applicable cut-off time on the settlement date and the Authorised Participant is to state the particular account number where the CP(s) should be traded from or deposited into.
- iii. The CSD shall deliver securities and send confirmation of transfers via the authorized platform by 2.00 pm on the settlement date to the Nigeria Inter-Bank Settlement System ("NIBSS") and to the FMDQ Exchange simultaneously.
- iv. NIBSS shall transfer settlement amounts to respective accounts and send confirmation to the FMDQ Exchange and the CSD simultaneously.
- v. Transactions for standard settlement (T + 2) shall stop five (5) Business days before the Maturity Date. Therefore, the last applicable settlement shall be before the close of business on the date which is five (5) Business days before the Maturity Date.

Reporting

- i. The CSD will effect the transfer of CPs on the settlement date as advised by the buyer and seller (the "Transaction Parties") and also keep records of consideration for each transaction.
- ii. The CSD will advise the Authorised Participant or the FMDQ Exchange for onward communication to the Authorised Participant, as applicable, of successful and failed transactions on each settlement day.
- iii. The Authorized Participant and Note holders can ascertain their CP balances after each day's trade via the CSD website (<https://www.fmdqgroup.com/fmdqdepository/>).

Transfer of Notes

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

Cash Settlement

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

PROFORMA APPLICABLE PRICING SUPPLEMENT



First City Monument Bank Limited RC: 46713

**Issue of Series [•] Commercial Papers Notes
Under its ₦100,000,000,000 Multi-currency
Commercial Paper Issuance Programme**

The Pricing Supplement must be read in conjunction with the Programme Memorandum, originally dated 19 May 2025 prepared by FCMB Capital Markets Limited on behalf of First City Monument Bank Limited in connection with its ₦100,000,000,000 (One Hundred Billion Naira) Multi-currency Commercial Paper Issuance Programme, as amended and/ or supplemented from time to time (“the Programme Memorandum”).

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

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

This document has been prepared in accordance with the Central Bank of Nigeria’s Guidelines on the Issuance and Treatment of Bankers’ Acceptance and Commercial Papers issued on 11 September 2019, the CBN letter to all deposit money banks and discount houses dated 12 July 2016 on Mandatory Registration and Listing of Commercial Papers (together the “CBN Guidelines”) and the Commercial Paper Registration and Quotation Rules (the “Rules”) of FMDQ Exchange in force as at the date thereof.

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

Arranger and Dealer/Issuing & Placing Agent



CAPITAL MARKETS
RC 446561

FCMB Capital Markets Limited

Collecting and Paying Agent



RC 46713

First City Monument Bank Limited

This Pricing Supplement Is Dated [•]

PROFORMA APPLICABLE PRICING SUPPLEMENT

Issuer	First City Monument Bank Limited
Arranger/Issuing & Placing Agent	FCMB Capital Markets Limited
Collecting and Paying Agent	First City Monument Bank Limited
Sponsor to the Quotation on FMDQ Exchange	FCMB Capital Markets Limited
Solicitor	[•]
Central Securities Depository	FMDQ Depository Limited
Programme Size	₦100,000,000,000 (One Hundred Billion Naira)
Series Number	[•]
Issued and Outstanding at the date of this Pricing Supplement	₦[•]
Face Value	₦[•]
Discounted Value	₦[•]
Nominal Amount Per Note	₦1,000
Tenor	[•]
Issue Date	[•]
Maturity Date	[•]
Currency of Issue	[•]
Final Redemption Amount	[•]
Minimum Subscription	₦5,000,000 and multiples of ₦1,000 thereafter
Status of Notes	Each Note constitutes a senior unsecured obligation of the Issuer and save for certain debts mandatorily preferred by law, the Notes rank pari passu among themselves, and save for certain debts mandatorily preferred by law, with other present and future senior unsecured obligations of the Issuer outstanding from time to time
Form of Notes	Dematerialized
Use of Proceeds	[•]
Quotation	Notes may be quoted on the FMDQ Securities Exchange or any other recognized Exchange
Taxation	Please refer to the "Tax Considerations" section in the Programme Memorandum
Method of Offer	[•]
Implied Yield	[•]%
Discount Rate	[•]%
Any Other Formula or basis For Determining Amount(s) Payable	$PV = FV * (1 - (DR * t / \text{Actual number of days in a year}))$

PROFORMA APPLICABLE PRICING SUPPLEMENT

Day Count Fraction	Actual/Actual (actual number of days in a month and actual number of days in a year)
Business Day Convention	Any day except Saturdays, Sundays and public holidays declared by the Federal Government of Nigeria
Redemption/Payment Basis	Redemption at Par
Issuer's Early Redemption	[Not Applicable]
Issuer's Optional Redemption	[Not Applicable]
Other Terms Applicable on Redemption	[Not Applicable]
Offer Opens	[•]
Offer Closes	[•]
Allotment Date	[•]
Notification of Allotment	All applicants will be notified through an email and/or telephone of their allotment by no later than [•]
Payment Date	[•]
Details of Bank Account(s) to which payments are to be made in respect of the Notes	Bank: [•] Account Name: [•] Account Number: [•] Sort Code: [•]
Settlement Procedures and Settlement Instructions	Purchases will be settled via direct debit, electronic funds transfer (NIBBS, NEFT, RTGS, etc.)
Issuer Rating	'A2' GCR, 'B-' S&P, 'B-' Fitch
Delivery Date	[•]
Source of Repayment	Cash flow of the Issuer

PROFORMA APPLICABLE PRICING SUPPLEMENT

MATERIAL ADVERSE CHANGE STATEMENT

Except as disclosed in this document, there has been no significant change in the financial position of the Issuer since [date of last audited accounts or interim accounts (if later)] and no material adverse change in the financial position or prospects of the Issuer since the [date of last published annual accounts].

RESPONSIBILITY

The Issuer and its Board of Directors accept responsibility for the information contained in this Pricing Supplement which, when read together with the Programme Memorandum and supplemental Programme Memorandum, if any, contains all information that is material in the context of the issue of the Notes.

Signed at _____ on this _____ day of _____ 20[•]

For and on behalf of:

First City Monument Bank Limited

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

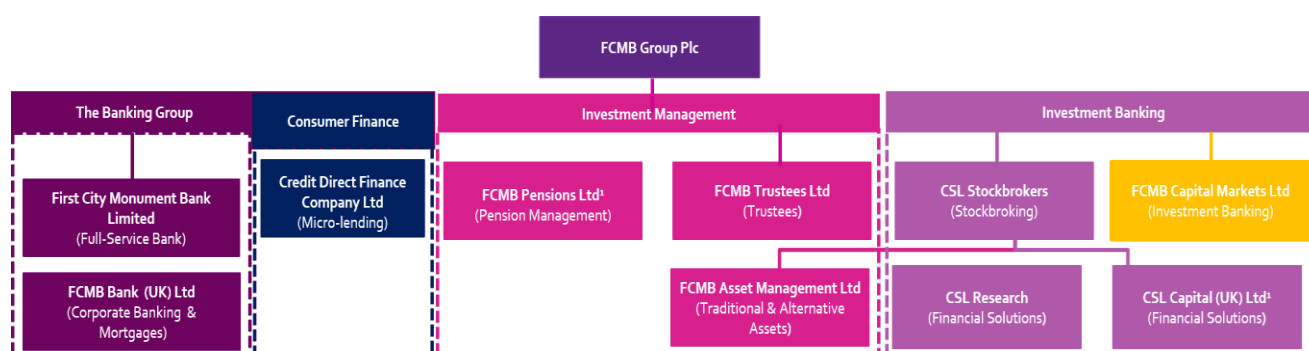
Name:
Capacity: Director
Who warrants his/her authority hereto

DESCRIPTION OF FIRST CITY MONUMENT BANK LIMITED

Introduction

First City Monument Bank Limited is a Nigerian full-service commercial bank with total assets of ₦6.35 trillion as at 31 December 2024 and profit before tax of ₦72.05 billion in 2024. As at 31 December 2024, the Bank had 203 branches, 16 cash centres; 801 ATM terminals; 18,900 POS terminals and cards issued to its customers. Headquartered in Lagos, Nigeria, the Bank also has a presence in the United Kingdom through its subsidiary, FCMB UK which is regulated by the Financial Conduct Authority and Prudential Regulation Authority.

The Bank is a key operating wholly-owned subsidiary of FCMB Group Plc (“FCMB Group”), a Nigerian-based, non-operating financial holding company listed on the NGXNGX, which was incorporated in November 2012 as part of the 2012 reorganization as a result of the CBN’s repeal of the universal banking model. The Bank constituted 90.10% of FCMB Group’s consolidated assets as at 31 December 2024. The following chart sets forth FCMB Group’s corporate structure as at December 2024



1. All subsidiaries are wholly owned except FCMB Pensions Limited (92.8%) and CSL Capital (UK) Limited (75%)

The Bank is a commercial bank and a parent company to FCMB UK Limited, its wholly owned subsidiary. FCMB UK is a company that provides both commercial and investment banking services to the Bank’s clients in the United Kingdom.

The Bank’s operations are organised along the following six reporting segments:

SME Banking - it caters to individuals as well as SMEs with annual revenues of less than ₦2.5 billion through deposit, lending (primarily consumer loans and mortgages) and debit and credit card products, complemented by internet and mobile banking services.

Commercial Banking – it services businesses with annual revenues between ₦2.5 billion and ₦5 billion with products such as credit facilities, foreign currency and derivative products, cash management solutions and trade services provided through various electronic platforms.

Corporate Banking provides direct debit facilities, current accounts, deposits, overdrafts, loan and other credit facilities, foreign currency, and derivative products. This business unit caters for the specific needs of companies and financial institutions with an annual turnover in excess of ₦5billion.

DESCRIPTION OF FIRST CITY MONUMENT BANK LIMITED

Personal Banking provides private banking services, private customer current accounts, savings, deposits, investment savings products, custody, credit and debit cards, consumer loans and mortgages. This segment also includes the retail banking business unit that caters for needs of individuals.

Institutional Banking provides cash management and financing solutions to government entities, financial institutions, and multilateral agencies.

Treasury and Financial Markets provides funding support to various business segments while ensuring that the liquidity of the Bank is not compromised. Through its treasury, the Bank is also involved in currency trading, financial instruments trading and structured financing.

History

The Bank was incorporated as First City Merchant Bank Limited on 20 April 1982, licensed as a merchant bank by the CBN in August 1983 and began operations in September 1983.

Until 2001, the Bank functioned primarily as an investment bank and a wholesale bank. In 2001, the Bank surrendered its Merchant Banking license and was granted a Universal Banking license by the CBN. The Bank also obtained approval from the CBN to change its name to First City Monument Bank Limited.

In July 2004, the Bank became a public company and was listed on the NGX (formerly Nigerian Stock Exchange ("NSE")) as First City Monument Bank Plc in December 2004. The Bank began to expand into retail banking, and in addition to the significant organic growth, the Bank acquired erstwhile Cooperative Development Bank Plc, Nigerian American Bank Limited and Midas Bank Limited, between October 2005 and February 2006.

In February 2012, the Bank completed the acquisition of FinBank and subsequently merged with it in October 2012. Prior to the merger, the Bank focused on corporate and commercial banking while FinBank had strong retail banking capabilities. As a result, the merger provided the Bank with the opportunity to significantly expand its retail banking business. In addition, the Bank strengthened its commercial banking business through the combination of commercial customers of both banks.

Pursuant to the CBN's Regulation on Scope of Banking Activities & Ancillary Matters No. 03, 2010, the Bank was reorganized in 2012 and was granted a commercial banking license with international authorisation in May 2013, in exchange for the repealed Universal Banking License. In June 2013, the Bank applied to be delisted from the NGX and became a wholly owned subsidiary of FCMB Group Plc. The Bank was re-registered as a private limited liability company in September 2013.

In 2014, the Bank incorporated FCMB UK Limited and obtained a commercial banking license to operate in the United Kingdom. In 2018, the Bank transferred its ownership in Credit Direct limited to FCMB Group.

In line with the CBN's recapitalization mandate, FCMB Group Plc raised ₦144.6 billion through a public offer in 2024, securing a National Banking License for its banking subsidiary. Additional capital-raising efforts are in progress to meet the requirements for an International Banking License.

Corporate Governance

The Board of the Bank currently comprises eleven (11) Directors made up of seven (7) Non - Executive Directors and four (4) Executive Directors.

The Bank's Board is led by a Non-Executive Chairman and is composed of individuals with enviable records of achievement in their respective fields. These individuals bring on board high levels of competencies and experience. The Board meets regularly to set broad policies for the Bank's business and operations and ensures that an objective and professional relationship is maintained with the Bank's auditors to promote transparency in financial and non-financial reporting. Directors' emoluments, as well as their shareholding information are disclosed in the Bank's Annual Report and Accounts.

The Guiding Principles of the Bank's Code of Corporate Governance remain as follows:

DESCRIPTION OF FIRST CITY MONUMENT BANK LIMITED

- All power belongs to the shareholders;
- Delegation of authority by the owners to the Board and subsequently to Board Committees and executives is clearly defined and agreed;
- Institutionalized individual accountability and responsibility through empowerment and relevant authority;
- Clear terms of reference and accountability for committees at the Board and executive levels;
- Effective communication and information sharing outside of meetings;
- Actions are taken on a fully informed basis, in good faith with due diligence and care and in the best interest of the Bank and shareholders;
- Enhancing compliance with applicable laws and regulations and the interest of the stakeholders. Where there is any conflict between the Bank's rules and applicable laws and regulations, the applicable laws and legislation supersede;
- Conformity with overall Bank strategy and direction;
- Transparency and full disclosure of accurate, adequate, and timely information regarding the personal interest of directors in any area of potential conflict regarding the Bank's business.

Roles of the Board

- Reviewing alignment of goals, major plans of action, annual budgets and business plans with overall strategy; setting performance objectives; monitoring implementation and corporate performance and overseeing major capital expenditure in line with approved budget;
- Ensuring the integrity of the Bank's accounting and financial reporting systems (including the independent audit) and that appropriate systems are in place for monitoring risk, financial control and compliance with the law;
- Selecting, compensating, monitoring and when necessary, replacing key executives and overseeing succession planning;
- Interfacing with the management of the Bank to ensure harmony in implementing FCMB Group strategy;
- Performing all statutory roles as required by law;
- Through the establishment of Board Committees, making recommendations and taking decisions on behalf of the Board on issues of expenditure that may arise outside the normal meeting schedule of the full Board; and
- Ratifying duly approved recommendations and decisions of the Board Committees.

The Board of Directors' oversight functions are performed through its Audit and Risk Management Committee, Credit Committee, Finance and General-Purpose Committee and Human Capital and Remuneration Committee.

SHAREHOLDING STRUCTURE AS OF MARCH 2025

Shareholding Structure

The shareholding structure of First City Monument Bank Limited (10% and above) as at March 2025 is presented below:

Shareholder	Number of shares held	Percentage Holding (%)
FCMB Group Plc	13,999,999,999	99.999%
FCMB Capital Markets Limited	1	0.001%
Total	14,000,000,000	100.00%

DESCRIPTION OF FIRST CITY MONUMENT BANK LIMITED

PROFILE OF DIRECTORS AND MANAGEMENT TEAM

DIRECTORS AS OF MARCH 2025

Mr. Olutola Oluseni Mobolurin (Chairman)

Mr. Olutola Mobolurin earned his undergraduate degree in Finance and Accounting from the State University of New York and an MBA from York University in Toronto, Canada.

He is a distinguished Fellow of the Chartered Institute of Stockbrokers and led the organization as its President from 2001 to 2003.

He had served on the Council of The Nigerian Stock Exchange and was the founding Chairman of NASD (Over the Counter Market) Plc until October 2023. He continues to serve as the Chairman of the Board of Fellows of the Institute. In his more than four decades of career in the financial services sector, Mr. Mobolurin gained expertise in securities analysis, trading, financial advisory, mergers and acquisitions, debt management, and more.

He began his professional career at Plateau Investments Company in 1977 before joining City Securities Limited the following year.

In 1979, he joined Chase / Continental Merchant Bank, eventually becoming a Deputy General Manager and Head of Corporate Finance. He became the Managing Director at Capital Bancorp Limited, a position he held from 1988 to 2006. In 2007, he became Vice Chairman and Group CEO of Crusader (Nigeria) Plc and was the founding Chairman of CrusaderSterling Pensions Limited.

He was Chairman of Purple Capital Group until January 2022. He currently serves as Chairman of Capital Bancorp Plc and an Independent Non-Executive Director of TotalEnergies EP Nigeria CPFA Limited.

Mr. Mobolurin has made significant contributions to the public and private sectors.

In 2000/2001, he was Chairman of the Securities and Exchange Commission's Committee on reactivation of the Nigerian Bond Market. He led his Capital Bancorp Team in bringing the Federal Government back to the Bond Market in 2003 after a 17-year hiatus.

In 2004, he served as a Consultant to the Senate Committee on Pension Reform and chaired the Capital Market Master Plan Implementation Committee from 2015 to 2020.

His current market-related advocacy is centered on increasing domestic risk capital formation to enable rapid economic growth in Nigeria and enhance public access to financial services while promoting digital transformation in the Financial Services Industry.

He joined the Board of the Bank effective November 19, 2013, and was appointed the Chairman of the Board effective July 1, 2023.

Mrs. Yemisi Edun- Managing Director

Mrs. Yemisi Edun holds a bachelor's degree in Chemistry from the University of Ife, Ile-Ife and a Master's degree in International Accounting and Finance from the University of Liverpool, United Kingdom. She is a fellow of the Institute of Chartered Accountants of Nigeria and a Chartered Financial Analyst (CFA). She is also an Associate Member of the Chartered Institute of Stockbrokers, an Associate Member of the Institute of Taxation of Nigeria, a Member of Information Systems Audit and Control, U.S.A., and a Certified Information Systems Auditor.

She began her career with Akintola Williams Deloitte (a member firm of Deloitte Touche Tohmatsu) in 1987, focusing on corporate finance activities as well as audit of banks and other financial institutions. She joined FCMB in the year 2000 as Divisional Head of Internal Audit and Control before assuming the role of Chief Financial Officer of the Bank.

She was appointed Managing Director of the Bank following CBN approval effective May 1, 2021.

Mrs. Oluwatoyin Olaiya- Executive Director, Risk Management and Compliance

Mrs. Oluwatoyin Olaiya holds a bachelor's degree in Accounting from Obafemi Awolowo University, Ile-Ife, and is a fellow of the Institute of Chartered Accountants of Nigeria.

She has over 30 years of experience and started her career as an auditor with KPMG Peat Marwick before moving to Abacus Merchant Bank Limited, Magnum Trust Bank Limited, and later to Sterling Bank Plc., from which she joined First City Monument Bank Limited in 2016 as the Chief Risk Officer. Over her career, she has occupied different positions in

DESCRIPTION OF FIRST CITY MONUMENT BANK LIMITED

Domestic Operations, Internal Audit, Business Development, Financial Control, Compliance, as well as different Enterprise Risk Management roles in the Banking Industry.

Prior to her appointment as an Executive Director, she was the Chief Risk Officer/Divisional Head of Risk Management, overseeing Enterprise Risk Management, Risk Policy, Credit Administration, Credit Underwriting, and Monitoring. She has also attended several leadership and risk management programs both domestically and internationally.

She joined the Board of the Bank following the CBN approval of her appointment on June 8, 2021.

Mr. Obaro Odeghe- Executive Director, Wholesale Banking

Mr. Obaro Odeghe holds a bachelor's degree and a Master's Degree in Business Administration from the University of Benin. He is an Associate member of the National Institute of Marketing of Nigeria (NIMN) and an Associate Member of the National Institute of Management (ANIM). He is a Fellow of the Institute of Credit Administration (FICA) and an honorary Senior Member of the Chartered Institute of Bankers of Nigeria (HCIB).

He has over 25 years of experience across various areas of banking, including Corporate Banking, Commercial Banking, SME Banking, Consumer Banking, Institutional Banking, Trade Finance, and Operations. He was the Executive Director of Corporate Banking at Fidelity Bank Plc, responsible for sectors such as Energy, Power, Manufacturing, Telecoms, FMCGs, Construction, and Real Estate, since March 2019 until he joined us.

He began his banking career with Zenith Bank Plc in January 1995 and worked with the bank for 13 years before joining United Bank for Africa (UBA) and later Fidelity Bank in 2014, where he was appointed as an Executive Director up until March 2019. He has accomplished remarkable and noteworthy achievements in his career, notably the transformation of strategic businesses, which accounted for over 10% of the PBT of his previous bank in 2017. He was conferred with the award of the 'Most Profitable Regional Bank' the same year. He has proven records of accomplishments in delivering exceptional business performance, culminating in his winning the 'CEO Award' from Zenith Bank and the 'Profitability, Risk Assets & Transaction Banking' award.

He has attended many domestic and international trainings, including Executive Leadership: Harvard Business School, USA, Delivering Business Growth and Actionable Framework: Kellogg's Business School, USA, Executive Leadership Program: Effective Use of Power: Stanford Graduate School of Business, USA, Executing Strategy for Results: London Business School, UK. He is currently a Non-Executive Director on the Board of FITC.

He joined the Board of the Bank following the CBN approval of his appointment on February 2, 2022.

Ms. Felicia Obozuwa- Executive Director, Corporate Services and Service Management

Felicia Obozuwa is the Executive Director of Corporate Services and Service Management. Before her current role, she was the Divisional Head of the Corporate Services Division and Service Management. She was also the Divisional Head of Human Resources and Change Management (HRCM) and held the positions of Vice President and Group Head of Premium Banking.

Felicia earned an honours degree in Law from Obafemi Awolowo University, Ile-Ife, Nigeria, in 1995. She joined FCMB as a management trainee in 1998. After six successful years in corporate banking, she transitioned to commercial banking as the manager of the Ikeja branch.

After completing her MBA at the University of Exeter in the United Kingdom in 2006, she was appointed Head of Product Development for Consumer Banking. In this capacity, she launched the Wealth Management business, which later evolved into the Premium Banking segment of Retail Banking.

She joined the bank's Board as an Executive Director on January 3, 2025, after the Central Bank of Nigeria approved her appointment.

Mrs. Mfon Usoro- Non-Executive Director

Mrs. Usoro holds a BSc in Sociology from the University of Calabar, an LLB from the University of Buckingham, B.L from the Nigerian Law School, and an LL.M from University College London.

She was the pioneer Director-General and Chief Executive Officer of the Nigerian Maritime Administration and Safety Agency (NIMASA) from August 2006 to May 2007. She is the Managing Partner of Paul Usoro & Co., a leading law firm in Nigeria.

Mrs. Usoro has served on a number of presidential and ministerial committees and was the chairperson of the ministerial sub-committee of the Maritime Organisation of West and Central Africa (MOWCA) regional Maritime Development Bank in 2009.

She is the recipient of several national and international honors and was conferred with the Officier de L'Ordre de Mono, a national honor of the Republic of Togo, in 2002.

DESCRIPTION OF FIRST CITY MONUMENT BANK LIMITED

She joined the Board of the Bank as a Non-Executive Director effective June 19, 2013.

Mr. Roger M. Ellender- Non-Executive Director

Mr. Roger Ellender was born on September 23, 1950. He holds a BA (Hons) in History & Politics from the University of Liverpool, England, and an MA in Latin American Government & Politics from the University of Essex, England.

His financial skills span across Risk Management (design and implementation of risk management policies within an Enterprise Risk Management Framework), remedial debt restructuring, portfolio management, corporate governance, compliance, operations, and board director functions, applied to a Pan-African environment.

He commenced his career in 1978 with Bank of America NT & SA as Assistant Manager, Middle East & Africa Office, where he rose to the position of Vice President, Credit Administration, International Division. He subsequently worked with Banque Nationale de Paris (BNP – now BNP Paribas), Standard Chartered Bank Plc (SCB), Credit Suisse, and Union Bank of Switzerland (UBS) as Executive Director & Head of Structured Export Financing, Singapore.

Between 1999 and 2004, he was Executive Director, Operations & Risk Management, at First City Monument Bank. He subsequently worked with Traveler as head of their representative office in Nigeria and in 2008 worked with Afrinvest (West Africa) Limited as Head of Risk & Quality Assurance.

In 2009, he joined Africa Finance Corporation (AFC), Lagos as Chief Risk Officer and rose to the position of Senior Vice President, Risk Assurance. He left AFC in 2018 to work as Chief Executive Officer of Ellender Enterprises (Mauritius) Limited.

He joined the Board of the Bank as a Non-Executive Director following the CBN approval of his appointment on July 17, 2019.

Mrs. Olufunmilayo Adedibu- Non-Executive Director

Mrs. Olufunmilayo Adedibu (also known as Funmi Adedibu) is the Group General Counsel and Company Secretary of FCMB Group Plc. She holds a bachelor's degree in law (LL.B) from Obafemi Awolowo University, Ile-Ife, a Master of Law degree (LL.M) from the University of Lagos, and a B.L from the Nigerian Law School.

She is a lawyer with a wealth of experience in legal practice and banking. She has about 32 years of post-graduation experience, out of which 29 years have been in banking, spanning Corporate Banking, Commercial Banking, Risk Management, Banking Operations, and currently Group Legal Services, Company Secretarial, Insurance, Compliance, and Board membership.

She started her legal career with the law firm of Chris Ogunbanjo and Co., where she garnered much experience in litigation, company law, copyrights, and patent law before joining the banking industry.

Mrs. Adedibu has completed leadership and management training from Harvard Business School, Wharton School of Business, Queen's School of Business Canada, Lagos Business School, and Euromoney Loan Documentation and Advanced Loan Documentation Training in New York.

Funmi is a member of the Nigerian Bar Association (NBA), the International Bar Association (IBA), a Life member of the Institute of Directors (IoD), an Honorary member of the Chartered Institute of Bankers of Nigeria (HCIB), and Toastmasters International. She also sits on the Board of CRC Credit Bureau Limited.

She joined the Board of the Bank as a Non-Executive Director following the CBN approval of her appointment on July 19, 2024.

Ms. Olayemi Keri- Non-Executive Director, Independent

Ms. Olayemi Keri is one of the foremost Women in Technology in Nigeria, with experience in both the public and private sectors. She is the Chief Executive Officer of Heckerbella Limited, a Technology Business Transformation company, and also a Partner at Holmen Consulting, an Information Technology Consulting Firm.

Yemi has over twenty-two years of work experience, fourteen of which have been in the Information Technology and Telecommunications industries, with ten years at the highest management levels.

She is a multidisciplinary graduate with a degree in Accounting from the University of Maiduguri and a Master's in Information Technology Project Management from the American Intercontinental University, Illinois. She has also completed Strategic Decision Making for Management from the London School of Economics and Political Science, and is an alumnus of the Lagos Business School, IESE Business School, Barcelona, and China European International Business School.

DESCRIPTION OF FIRST CITY MONUMENT BANK LIMITED

She is the co-founder of the iAspire Data Science Fellowship Program, an iDAF.ng flagship program that trains and prepares Nigerian bright minds to use Artificial Intelligence and advanced machine and deep learning concepts to tackle business and social problems.

Yemi is currently responsible for the implementation of the Biometric Identification, Time & Attendance, and Payroll Automation System (BIPATAS) for over 80,000 Delta State paid staff and pensioners, as well as the automation of the processes of the Ekiti State Board of Internal Revenue. She is managing the development of an integrated subscription-based Biometric Identification, Payroll solution, Electronic Document Management, and Time and Attendance System for large-scale organizations. This is the intellectual property of Heckerbella and an indigenous application.

She is the co-founder of Rising Tide Africa, a women's movement initiated with a vision to increase women's participation in angel investing as an asset class and promote education, cross-border investing, and investor-mentoring across Africa. Yemi is a member of the Board of Trustees for the Nigeria Climate Innovation Centre, a member of the Science and Technology Policy Commission of the Nigeria Economic Summit Group, a Board Member of Beyond Credit Limited, an External Faculty Member at the Fintech Institute, and sits on the Advisory Board of Ingressive LLC and several other organizations.

Yemi holds membership in several professional bodies, including ICAN, CIBN, CITN, and the Nigerian Computer Society (NCS). She also holds various certifications in Risk and Project Management and received the Centenary Award for the Most Outstanding Public Sector CIO in Nigeria in 2014.

She joined the Board of the Bank as an Independent Director following the CBN approval of her appointment on July 17, 2020.

Mr. Folabi Esan- Non-Executive Director, Independent

Mr. Folabi Esan is a seasoned investor and entrepreneur whose career has spanned the fields of engineering and production, consulting, information technology, finance, and investing. During his career-formative years, Folabi worked with large corporations including Shell, Arthur Andersen, and Bain and Company. In 1998, he joined the German multinational SAP AG as their first employee in West Africa. In his roles as Managing Director for Nigeria and Regional Manager for West Africa, he led the company to profitability and established SAP Nigeria Limited as a full-service subsidiary of SAP AG.

In 2005, Folabi founded Techno-Diffusion Company Limited, a management consulting company. In 2008, he became a founding partner of Adlevo Capital Limited, a Mauritius-domiciled Private Equity firm that invests in technology-driven companies across sub-Saharan Africa. Adlevo's notable portfolio companies include Interswitch, West Africa's largest payments company; Paga, Nigeria's largest mobile money company; and SOLO, a company focused on increasing digital and financial inclusion by deepening the penetration of smartphones in Africa.

Folabi served on the board of the Nigerian German Business Association for almost 20 years, and as a two-term (four years) president, he was instrumental in transforming the Association into a Chamber of Commerce. He is a founding Board Member of the Private Equity and Venture Capital Association of Nigeria and a past President of the Stanford Alumni Association in Nigeria.

Folabi is a Chevening Scholar and holds Master's degrees from both Stanford University and Birbeck College, University of London.

He joined the Board of the Bank as an Independent Director following the CBN approval of his appointment on March 24, 2021.

Mr. Ademola Adebise- Non-Executive Director, Independent

Mr. Ademola Adebise holds a BSc in Computer Science from the University of Lagos and an MBA from Lagos Business School. He was a former Managing Director of Wema Bank Plc and is currently Chairman of the Board of Directors of Family Homes Funds Limited.

Mr. Adebise's over 30 years of experience spans various sectors of the financial industry, including technology, risk management, and strategic planning. He has also held key positions at prominent Nigerian banks and non-banking financial institutions, including the legacy Chartered Bank, Nigeria Inter-Bank Settlement System Plc, and Accenture (a global consulting firm). He serves on the Board of AllCO Insurance, AllCO Capital, and Duchess International Hospital.

Mr. Adebise is a Fellow of the Institute of Chartered Accountants of Nigeria and the Chartered Institute of Bankers. He has completed executive programmes at prestigious institutions such as the University of Cambridge and Harvard Business School. He joined the Board of the Bank as an Independent Director following the CBN approval of his appointment on May 27, 2024.

DESCRIPTION OF FIRST CITY MONUMENT BANK LIMITED

MANAGEMENT TEAM

Mrs. Yemisi Edun - Managing Director

Yemisi Edun holds a bachelor's degree in chemistry from the University of Ife, Ile-Ife and a Master's degree in International Accounting and Finance from the University of Liverpool, United Kingdom.

She is a Fellow of the Institute of Chartered Accountants of Nigeria and a CFA® Charter holder. She is also an Associate Member of the Chartered Institute of Stockbrokers; an Associate Member of the Institute of Taxation of Nigeria; a Member of Information Systems Audit and Control, U.S.A; and a Certified Information Systems Auditor.

She began her career with Akintola Williams Deloitte (member firm of Deloitte Touché Tohmatsu) in 1987, with main focus in Corporate Finance activities. She was also involved in audit of Banks and Other Financial Institutions. She joined FCMB in year 2000 as Divisional Head of Internal Audit and Control before assuming the role of Chief Financial Officer of the Bank. She was appointed Managing Director of the Bank following CBN approval effective May 1, 2021.

Mr. Obaro Odeghe - Executive Director, Wholesale Banking

Mr. Obaro Odeghe holds a bachelor's degree and a Master's Degree in Business Administration from the University of Benin. He is an Associate member of the National Institute of Marketing of Nigeria (NIMN) and an Associate Member, National Institute of Management (ANIM). He is a Fellow of the Institute of Credit Administration – FICA and an honorary Senior Member, Chartered Institute of Bankers of Nigeria (HCIB). He has over 25 years experience across various areas of banking including; Corporate Banking, Commercial Banking, SME Banking, Consumer Banking, Institutional Banking, Trade Finance and Operations. He was the Executive Director, Corporate Banking at Fidelity Bank Plc with responsibility for the following sectors-Energy, Power, Manufacturing, Telecoms, FMCGs, Construction and Real Estate, since March 2019, until he joined us.

He began his banking career with Zenith Bank Plc in January 1995 and worked with the Bank for 13 years before joining United Bank for Africa (UBA) and later to Fidelity bank in 2014 where was appointed as an Executive Director up till March 2019. He has accomplished remarkable and noteworthy achievements in his career, notable among them was the transformation of strategic businesses which accounted for over 10% of the PBT of his previous Bank in 2017 and he was conferred with the award of the 'Most Profitable Regional Bank' same year. He has proven records of accomplishments in delivering exceptional business performance culminating in his winning the 'CEO Award' from Zenith Bank and the 'Profitability, Risk Assets & Transaction Banking' award.

He has attended many domestic and international trainings which includes Executive Leadership: Harvard Business School, USA, Delivering Business Growth; And Actionable Framework: Kellogg's Business School, USA, Executive Leadership Program; Effective Use of Power: Stanford Graduate School of Business, USA, Executing Strategy for Results: London Business School, UK. He is currently a Non-Executive Director, on the Board of FITC.

He joined the Board of the Bank following the CBN approval of his appointment on February 2, 2022.

Mrs. Oluwatoyin Olaiya - Executive Director, Risk Management and Compliance

Mrs. Oluwatoyin Olaiya holds a bachelor's degree in Accounting from the Obafemi Awolowo University, Ile-Ife and is also a fellow of the Institute of Chartered Accountants of Nigeria.

She has over 30 years' experience and started her career as an auditor with KPMG Peat Marwick before moving to Abacus Merchant Bank Limited, Magnum Trust Bank Limited, and later to Sterling Bank Plc., from which she joined First City Monument Bank Limited in 2016 as the Chief Risk Officer. Over her career she has occupied different positions in Domestic Operations, Internal Audit, Business Development, Financial Control, Compliance as well as different Enterprise Risk Management roles in the Banking Industry.

Prior to her appointment as an Executive Director, she was the Chief Risk Officer/Divisional Head Risk Management, overseeing Enterprise Risk Management, Risk Policy, Credit Administration, Credit Underwriting and Monitoring. She has also attended several leadership and risk management programs home and abroad.

She joined the Board of the Bank following the CBN approval of her appointment on June 8, 2021.

DESCRIPTION OF FIRST CITY MONUMENT BANK LIMITED

Ms. Felicia Obozuwa - Executive Director, Corporate Services and Service Management

Felicia Obozuwa is the Executive Director of Corporate Services and Service Management. Before her current role, she was the Divisional Head of the Corporate Services Division and Service Management. She was also the Divisional Head of Human Resources and Change Management (HRCM) and held the positions of Vice President and Group Head of Premium Banking.

Felicia earned an honours degree in Law from Obafemi Awolowo University, Ile-Ife, Nigeria, in 1995. She joined FCMB as a management trainee in 1998. After six successful years in corporate banking, she transitioned to commercial banking as the manager of the Ikeja branch.

After completing her MBA at the University of Exeter in the United Kingdom in 2006, she was appointed Head of Product Development for Consumer Banking. In this capacity, she launched the Wealth Management business, which later evolved into the Premium Banking segment of Retail Banking.

She joined the bank's Board as an Executive Director on January 3, 2025, after the Central Bank of Nigeria approved her appointment.

Mr. Gerald Ikem - Divisional Head, Treasury and International Banking

Gerald began his banking career in 1997 with Chartered Bank Limited as a Relationship Manager with the Financial Institution Department. He left to join the Treasury Group of Universal Trust Bank Plc and in 2000, was employed by Continental Trust Bank Limited as the Head, Currency Trading & Liquidity Management. By 2003, he joined MBC International Bank Limited as Head, Currency Trading / ALM and rose to be Treasurer. He left MBC International Bank Limited and joined FCMB in 2005 as the Head, Treasury Dealing Department.

He holds Bachelor's and Master's degrees in Economics, both from the University of Lagos.

Mr. Adetunji Lamidi - Divisional Head, Personal Banking

Adetunji Lamidi is a seasoned banker with over 23 years of experience which spans Telecommunications and Banking Operations. He began his career at MTN Nigeria Communications Limited where he spent 8 years.

He joined FCMB in September 2008 as Head, Mass Market Banking and also served as the Group Head, Financial Inclusion for the FCMB Group.

Adetunji is a strategic leader who is responsible for development of Inclusion strategies to scale up new to bank customer acquisition and product innovation within the retail space. He has also contributed to planning, coordination and ongoing development of Mass Market and Agency Banking initiatives within the FCMB Group.

He holds a Bachelor's Degree in English Language and Literature/ Letters. A Masters in Managerial Psychology from the University of Ibadan in 2000 and MBA, Marketing from the University of Leicester in 2008. He is a member of Chartered Institute of Bankers Nigeria and an also Associate Member, Nigerian Institute of Management.

Mr. Diran Olojo - Group Head, Corporate Affairs

Diran joined the bank with 24 years of experience across Advertising and Banking. His most recent experience was as the Regional Head, Brand & Marketing Nigeria and West Africa – Standard Chartered Bank, where he was also a member of the Executive Committee. Prior to that, he headed the Corporate Affairs and Public Affairs desks of Standard Chartered and Citibank Nigeria. He also worked in various positions in Leadbank Plc, Merchant Banking Corporation Nigeria Limited, Multi-Media Limited and Insight Communications Limited.

Diran holds a Bachelor's degree in English Language from Obafemi Awolowo University Ile Ife, as well as Master's in Communications and Language Arts from University of Ibadan. He is a member of the Nigerian Economic Summit Group, Nigerian Institute of Public Relations and the Chartered Institute of Bankers of Nigeria.

As the Group Head, Corporate Communications & Brand Management, Diran oversees the CSR & Sustainability unit, Brand Management & Events/Sponsorship unit, Corporate Affairs & Media Relations unit, as well as the Communications unit

Mr. Chike Fabian Okeke - Regional Head, South South and South East

Chike Fabian Okeke is a seasoned Banker with 25 years' experience in Banking Operations, Retail and Business banking, Commercial Banking, Public Sector and Loan Recovery. He began his banking career in Diamond bank and also worked in

DESCRIPTION OF FIRST CITY MONUMENT BANK LIMITED

Access bank before joining FCMB in July 2011 as Zonal Head, South East 1 Zone. In FCMB, he has also worked as Head, Retail Banking, South South/ South East Region, Head, Recovery task force, South South/ South East Region, Zonal Head, Awka Zone and Zonal Head, Enugu zone. Chike is also the designated facilitator for FCMB internal faculty course, Branch Economics.

He holds a Bachelor's Degree in Accounting from the University of Port- Harcourt, Masters in Business Administration (MBA) in Banking and Finance from Enugu State University Business School. He is a Honorary Senior Member, Chartered Institute of Bankers of Nigeria (CIBN). Chike is an Alumni of Lagos Business School, having attended the Senior Management Program (SMP-74) and has attended over 30 training programs/courses.

Mr. Comla Emmanuel Oluwashina - National Head, South West

Emmanuel Comla Oluwashina is a seasoned banker with over 28 years experience which spans through Banking Operations, Retail/Business Banking, Commercial Banking, Public Sector and Risk Management. He began his banking career at Chartered Bank Limited and has also worked in various banks which include FSB International Bank, Guardian Express Bank and Spring Bank. He joined FCMB in September 2007 as a Zonal Head and has successfully managed three zones namely Lagos North, Ikeja 2 and Lagos Central.

He hold a Bachelor's Degree in Finance from the University of Nigeria, Nsukka and Masters in Business Administration from Lagos State University. He is an alumni of Lagos Business School and member of the Chartered Institute of Bankers and Chartered Institute of Marketing. He also holds a World Class Trainer Certification from the University of Central Missouri, USA, and has attended various leadership training.

AUDITORS' COMFORT LETTER



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02 May 2025

The Directors
First City Monument Bank Limited
17a Tinubu Street,
Lagos Island,
Lagos.

Dear Sirs,

INDEPENDENT AUDITOR'S COMFORT LETTER ON THE SUMMARY FINANCIAL INFORMATION

The accompanying summary financial information which comprise the summary of the statement of financial position as at 31 December 2022, 31 December 2023 and 31 December 2024, the summary statement of profit or loss and summary statement of cash flows for the years then ended as contained in the Programme Memorandum for the N100 billion multi-currency Commercial Paper Issuance Programme, are consistent with information in the audited financial statements of **First City Monument Bank Limited** for the years ended 31 December 2022, 31 December 2023 and 31 December 2024. We expressed unmodified audit opinion on those financial statements as at 31 December 2022, 31 December 2023 and 31 December 2024 in our reports dated 31 March 2023, 30 April 2024 and 01 April 2025.

The summary financial information does not contain all disclosures required by the Companies and Allied Matters Act, the Financial Reporting Council of Nigeria Act, 2011 and the International Financial Reporting Standards applied in the preparation of the financial statements. Reading the summary financial information, therefore, is not a substitute for reading the financial statements. The summary financial information does not reflect the effects of events that occurred subsequent to the date of the report on the financial statements.

Directors' Responsibility for the Financial Statements

The Directors are responsible for the preparation and fair presentation of an appropriate summary of the financial information in accordance with International Financial Reporting Standards, the requirements of the Companies and Allied Matters Act, and the Financial Reporting Council of Nigeria Act.



List of partners and partner equivalents available on the website

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

AUDITORS' COMFORT LETTER



Auditors' Responsibility

This letter therefore provides a confirmation that the accompanying summary financial information are consistent in all material respects with information in the audited financial statements of **First City Monument Bank Limited** for the years ended 31 December 2022, 31 December 2023, and 31 December 2024.

Yours faithfully,

A handwritten signature in black ink, appearing to read "Joshua Ojo".

Joshua Ojo, FCA - FRC/2013/PRO/ICAN/001/00000000849

For: **Deloitte & Touché**
Chartered Accountants
Lagos, Nigeria

02 May 2025



HISTORICAL FINANCIAL INFORMATION

The financial information set out on pages 48 to 52 of this Programme Memorandum has been extracted from the audited annual financial statements of the Issuer and is available at the specified office of the Issuer. This section should be read and construed in conjunction with the audited financial statements for the years ended 31 December 2022, 2023 and 2024 and with any audited interim financial statements published subsequently, for the financial years prior to each issue of Notes under this Programme. The Bank's consolidated annual financial statements have been prepared in compliance with the International Financial Reporting Standard (IFRS), in accordance with CBN regulations.

Statement of Financial Position

In thousands of Naira	2024	2023	2022
ASSETS			
Cash and cash equivalents	884,640,751	611,706,480	260,688,367
Non-pledged trading assets	97,069,008	38,930,474	46,407,450
Derivative assets held for risk management	-	-	-
Investment securities	1,080,399,687	727,372,887	496,304,508
Assets pledged as collateral	401,703,741	86,714,340	79,009,207
Loans and advances to customers	1,927,989,442	1,596,793,984	1,086,854,185
Other assets	426,988,055	48,997,222	188,611,352
Restricted reserve deposits	1,441,465,091	799,640,417	493,359,709
Investment in subsidiaries	11,675,347	11,675,347	7,791,397
Property and equipment, and right of use assets	48,847,414	48,179,550	45,389,545
Intangible assets	19,706,307	15,235,116	13,966,898
Deferred tax assets	7,976,806	7,976,806	8,348,967
Total assets	6,348,461,649	3,993,222,623	2,726,731,585
LIABILITIES			
Trading liabilities	-	-	1,883,937
Derivative liabilities held for risk management	-	-	-
Deposits from banks	548,632,241	110,351,588	43,561,559
Deposits from customers	4,081,545,969	2,947,599,782	1,850,500,745
Retirement benefit obligations	17,459	102,658	4,694
Current income tax liabilities	24,677,474	5,875,578	3,963,986
Other liabilities	471,572,369	275,484,684	198,193,828
Provision	12,932,356	10,875,242	7,509,523
On-lending facilities	204,803,631	57,425,081	249,191,651
Debt securities issued	196,597,549	131,619,472	84,013,204
Borrowings	272,043,005	86,564,416	62,898,559
Total liabilities	5,812,822,053	3,625,898,501	2,501,721,686
EQUITY			
Share capital	7,000,000	5,000,000	5,000,000
Additional Tier 1 (AT1) Capital issued	46,686,000	46,686,000	-
Share premium	236,786,925	97,846,691	97,846,691
Retained earnings	115,296,466	92,558,747	47,133,000
Other reserves	129,870,205	125,232,684	75,030,208
	535,639,596	367,324,122	225,009,899
Total liabilities and equity	6,348,461,649	3,993,222,623	2,726,731,585

HISTORICAL FINANCIAL INFORMATION

Statement of Profit or Loss and Other Comprehensive Income

In thousands of Naira	2024	2023	2022
Gross Earnings	660,110,976	445,337,169	247,403,105
Interest and discount income	520,645,496	311,435,960	197,434,482
Interest expense	(358,229,881)	(164,957,251)	(93,649,536)
Net interest income	162,415,615	146,478,709	103,784,946
Fee and commission income	52,418,400	43,487,172	32,883,767
Fee and commission expense	(12,726,082)	(14,212,720)	(8,876,699)
Net fee and commission income	39,692,318	29,274,452	24,007,068
Net trading income	53,111,152	6,449,819	12,293,096
Other gains/(losses)	32,966,373	83,668,836	4,559,554
	86,077,525	90,118,655	16,852,650
Other income	969,555	295,382	232,206
Net impairment losses on financial assets	(41,329,221)	(57,058,140)	(22,791,023)
Personnel expenses	(49,113,471)	(35,056,527)	(26,040,154)
Depreciation & amortisation expenses	(11,346,257)	(9,557,777)	(8,331,239)
General and administrative expenses	(70,535,819)	(53,440,736)	(39,391,058)
Other operating expenses	(44,781,176)	(30,904,098)	(22,643,803)
Profit before minimum tax and income tax	72,049,069	80,149,920	25,679,593
Windfall Tax	(17,671,442)	-	-
Minimum tax	(3,289,172)	(2,218,204)	(1,231,106)
Taxation Charge	(904,216)	(1,361,808)	(919,055)
Profit for the year	50,184,239	76,569,908	23,529,432
Other comprehensive income			
Items that will not be reclassified to profit or loss			
Unquoted equity investments at FVOCI			
- Net change in fair value	11,897,452	14,340,566	11,179,089
- Foreign currency translation differences	28,647,566	13,379,782	1,153,171
	40,545,018	27,720,348	12,332,260
Items that may be subsequently reclassified to profit or loss			
Debt investments at FVOCI			
- Net change in fair value	(42,119,893)	(6,253,679)	(8,323,703)
- Net impairment reclassified from profit or loss	199,371	(532,912)	560,477
- Losses arising from derecognition of financial assets	(4,023,823)	6,214,738	-
	(45,944,345)	(571,853)	(7,763,226)
Foreign currency translation differences for foreign operations	-	-	-
	(45,944,345)	(571,853)	(7,763,226)
Other comprehensive income for the year, net of tax	(5,399,327)	27,148,495	4,569,034
Total Comprehensive Income for the year	44,784,912	103,718,403	28,098,466
Profit attributable to:			
Equity holders of the Bank	42,774,567	74,928,630	23,529,432
Additional Tier 1 (AT1) Capital holders	7,409,672	1,641,278	-
	50,184,239	76,569,908	23,529,432
Total comprehensive income attributable to:			

HISTORICAL FINANCIAL INFORMATION

Equity holders of the Bank	44,784,912	103,718,403	28,098,466
Non-controlling interests	-	-	-
	44,784,912	103,718,403	28,098,466
Basic and diluted earnings per share (Naira)	4.21	7.49	2.35

HISTORICAL FINANCIAL INFORMATION

Statement of Cashflows

In thousands of Naira	2024	2023	2022
Cash flows from operating activities			
Profit for the year	50,184,239	76,569,908	23,529,432
Adjustments for:			
Net impairment loss on financial assets	41,329,221	57,058,140	22,791,023
Fair value gain on financial assets held for trading	(33,557,126)	(816,697)	(893,766)
Amortisation of intangibles	2,934,471	2,551,643	1,742,530
Depreciation of property and equipment	8,411,786	7,006,134	6,588,709
Gain on disposal of property and equipment	(354,898)	(1,078)	(20,746)
Items written-off during the year	217	7,607	74,245
Modification loss/(gain) on restructured facilities	(1,331,168)	(3,643,983)	(32,917)
Unrealised foreign exchange gains	(29,358,662)	(78,328,506)	(3,568,929)
Other operating expenses - provisions for litigation no longer required	3,410,000	2,525,000	915,000
Net interest income	(162,415,615)	(146,478,709)	(103,784,946)
Dividends received	(2,276,543)	(1,696,347)	(957,708)
Tax expense	21,864,830	3,580,012	2,150,161
	(101,159,248)	(81,666,876)	(51,467,912)
Changes in operating assets and liabilities			
Net increase in restricted reserve deposits	(641,824,674)	(306,280,708)	(163,620,562)
Net increase in derivative assets held for risk management	-	-	-
Net (increase)/decrease in trading assets	(91,695,660)	6,660,279	(5,762,942)
Net increase in loans and advances to customers	(447,391,974)	(631,553,590)	(128,003,924)
Net decrease/(increase) in other assets	(327,328,407)	151,143,463	(55,646,898)
Net decrease in trading liabilities	-	(1,883,937)	(3,290,965)
Net decrease in deposits from banks	438,280,653	66,790,029	(73,616,060)
Net decrease in deposits from customers	1,133,946,187	1,097,099,037	377,601,652
Net (decrease)/increase in on-lending facilities	147,378,550	(191,766,570)	91,317,877
Net increase in assets pledged as collateral	(357,109,294)	(13,958,812)	29,231,167
Net decrease in derivative liabilities held for risk management	-	-	-
Net decrease in provision	(3,556,490)	(1,065,832)	(464,124)
Net (increase)/decrease in other liabilities	212,062,673	89,819,512	6,163,414
	(38,397,684)	183,335,995	22,440,723
Interest received	581,448,328	339,307,497	193,459,212
Interest paid	(383,560,880)	(174,313,455)	(100,521,378)
Dividends received		1,696,347	957,708
VAT paid	(7,452,865)	(5,709,076)	(1,553,059)
Income taxes paid	(3,062,934)	(1,272,377)	(425,316)
Net cash used in operating activities	148,973,965	341,348,584	113,400,182
Cash flows from investing activities			
Investment in subsidiaries	-	(3,883,950)	-
Dividends received	2,276,543	1,696,347	957,708
Purchase of property and equipment	(9,912,019)	(10,244,019)	(11,249,174)

HISTORICAL FINANCIAL INFORMATION

Purchase of intangible assets	(7,332,410)	(2,013,634)	(3,476,583)
Purchase of intangible assets work-in-progress	-	(1,928,529)	(830,616)
Proceeds from sale of property and equipment	705,919	1,792	64,165
Acquisition of investment securities	(533,421,749)	(456,285,460)	(239,900,202)
Proceeds from sale and redemption of investment securities	165,639,069	274,377,093	24,586,042
Net cash (used in) from investing activities	(388,066,784)	(198,280,360)	(229,848,660)
Cash flows from financing activities			
Interest paid on interest bearing borrowings	(2,798,117)	(6,977,047)	(3,586,588)
Interest paid on interest debt securities issued	(6,966,821)	(5,184,397)	(675,429)
Proceeds from issue of shares	140,940,234	-	-
Proceeds from Additional Tier 1 capital issued	-	46,686,000	-
Payments on Issuing cost of Additional Tier 1 capital	-	(821,102)	-
Coupon paid on Additional Tier 1 capital	(7,409,672)	(1,641,278)	-
Proceeds from long term borrowings	181,125,639	-	15,216,300
Repayment of long-term borrowings	(62,476,333)	(44,734,130)	(17,630,819)
Proceeds from debt securities issued	-	7,614,320	-
Repayment of debt securities issued	-	(7,614,320)	-
Lease payment	(338,715)	(306,194)	(280,225)
Dividends paid to owners	(10,000,000)	(5,627,800)	(2,000,000)
Net cash generated / (used in) from financing activities	232,076,215	(18,605,948)	(8,956,761)
Net Increase/(decrease) in cash and cash equivalents	(7,016,604)	124,462,276	(125,405,239)
Cash and cash equivalents at start of year	611,716,304	260,712,316	370,793,796
Increase/(decrease) in cash and cash equivalents	(7,016,604)	124,462,276	(125,405,239)
Effect of exchange rate fluctuations on cash and cash equivalents held	279,941,051	226,541,712	15,323,759
Cash and cash equivalents at end of year	884,640,751	611,716,304	260,712,316

EXTRACT OF ISSUER'S RATING REPORT



First City Monument Bank Limited

Update

Key Rating Drivers

First City Monument Bank Limited's Issuer Default Ratings are driven by its standalone creditworthiness, as expressed by its 'b-' Viability Rating (VR). The VR balances the concentration of FCMB's operations in Nigeria's challenging operating environment, its moderate franchise, high credit concentrations and thin buffers over minimum capital requirements against healthy liquidity coverage and stronger but moderate profitability.

FCMB's National Ratings are lower than the highest-rated Nigerian banks due to FCMB's smaller franchise, weaker profitability and thinner capital buffers.

Challenging Environment: President Tinubu has pursued key reforms since he assumed office in May 2023, removing the fuel subsidy and overhauling monetary policy, including by allowing the naira to devalue by over 70%. The reforms are positive for Nigeria's creditworthiness and FX market liquidity but pose near-term macroeconomic challenges for the banking sector.

Moderate Franchise: FCMB is a second-tier bank, representing 3.5% of domestic banking sector assets at end-1H24. FCMB has weaker pricing power than larger banks and focuses on higher-margin segments, such as mid-sized corporates and SME borrowers.

High Sovereign Exposure: Single-obligor credit concentration is very high, with the 20 largest loans representing about 250% of Fitch Core Capital (FCC) at end-2023. Oil and gas exposure (end-2023: 29% of gross loans) is very high. These concentrations have increased as a result of the naira devaluation in 2024. Nigeria sovereign exposure through securities and Central Bank of Nigeria cash reserves is very high relative to FCC (end-2023: over 500%).

High Stage 2 Loans: We expect FCMB's impaired loans (Stage 3 loans under IFRS 9) ratio (end-2023: 4.2%) to increase moderately in the near-term due to macroeconomic challenges. Specific loan loss allowance coverage of impaired loans was 74% at end-2023. High Stage 2 loans (end-2023: 29% of gross loans) are concentrated within the oil and gas sector, are largely US dollar-denominated and represent a risk to asset quality.

Moderate Profitability Metrics: Operating returns on risk-weighted assets (RWAs) averaged about 2% over the past four years but improved to 3.5% in 2023 and 1H24, primarily driven by large FX revaluation gains stemming from a net long foreign-currency (FC) position that accompanied the naira devaluation.

Thin Capital Buffers: FCMB's FCC ratio (end-1H24: 15.4%) is moderate in the context of its risk profile. The bank-solo total capital adequacy ratio (end-1H24: 16.3%) has a thin buffer above the 15% minimum requirement, but Fitch expects this to strengthen by next year as FCMB raises core capital in an effort to comply with new paid-in capital requirements effective end-1Q26.

Healthy Liquidity Coverage: FCMB has a higher reliance on term deposits, which represented 42% of the total customer accounts at end-1H24. Depositor concentration is moderate, with the 20 largest depositors representing 17% of the total at end-2023. Liquidity coverage in naira and FC is healthy.

Banks
Universal Commercial Banks
Nigeria

Ratings

Foreign Currency	
Long-Term IDR	B-
Short-Term IDR	B
Viability Rating	
	b-
Government Support Rating	
	ns
National Rating	
National Long-Term Rating	BBB+(nga)
National Short-Term Rating	F1(nga)

Sovereign Risk (Nigeria)

Long-Term Foreign-Currency IDR	B-
Long-Term Local-Currency IDR	B-
Country Ceiling	B-

Outlooks

Long-Term Foreign-Currency IDR	Stable
National Long-Term Rating	Stable
Sovereign Long-Term Foreign-Currency IDR	Positive
Sovereign Long-Term Local-Currency IDR	Positive

Highest ESG Relevance Scores

Environmental	2
Social	3
Governance	3

Applicable Criteria

Bank Rating Criteria (March 2024)
National Scale Rating Criteria (December 2020)

Related Research

African Banks Outlook 2025 (December 2024)
Nigeria (November 2024)
Fitch Affirms Nigeria at 'B-'; Outlook Positive (November 2024)
First City Monument Bank Limited (June 2024)
Nigerian Banks' New Paid-In Capital Rules to Spur Equity Issuance, M&A (April 2024)
Nigerian Banks to Benefit from Monetary Policy Rate Increases (March 2024)

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Research Update:

First City Monument Bank Outlook Revised To Stable On Better Capitalization; Global And National Scale Ratings Affirmed

March 27, 2025

Overview

- First City Monument Bank (FCMB)'s capitalization has improved following the successful completion of its first round of capital raising, having increased the capital buffers comfortably above the regulatory capital adequacy ratio (CAR) requirements.
- We expect the bank to maintain adequate capital buffers supported by further capital issuance and earnings retention.
- Therefore, we revised the outlook to stable from negative and affirmed our 'B-/B' long- and short-term global scale and our 'ngBBB-/ngA-3' Nigeria national scale ratings on the bank.
- The stable outlook on the long-term global scale rating reflects our expectation that the bank will maintain adequate capital buffers against their regulatory minimum requirements, and the bank will be able to meet the new paid-up capital requirements by March 2026.

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Rating Action

On March 27, 2025, S&P Global Ratings revised the outlook on its long-term global scale rating on First City Monument Bank to stable from negative.

At the same time, we affirmed our 'B-/B' long- and short-term global scale issuer credit ratings and our 'ngBBB-/ngA-3' long- and short-term Nigeria national scale ratings on the bank.

Our Nigeria national scale ratings do not include an outlook.

Rationale

FCMB's capitalization strengthened following the successful completion of its initial phase of its capital raising program. The bank raised a total of Nigerian naira (NGN) 147 billion through a public offer, which was oversubscribed, indicating interest from the investors. Along with earnings

EXTRACT OF ISSUER'S RATING REPORT

accretion, this resulted in an increase of the bank's CAR to 18.9% as of December 2024 from 15.1% in June 2024. As a result, FCMB's paid-up capital was NGN266 billion as of the same date. To retain its international banking license, the bank needs to raise an additional NGN234 billion by March 2026 to meet the newly introduced requirement of NGN500 billion. The bank is now working on the second phase of its capital raising program through private placements planned for 2025 and the first quarter of 2026. The bank also intends to sell part of its noncore subsidiaries before the end of 2025, which should provide additional relief to the capital base. When completed, this will strengthen the bank's capitalization and support its loss absorption capacity. We expect our risk-adjusted capital (RAC) ratio will increase to about 4.0%-4.4% over the next 12-18 months from 3.6% estimated for 2024.

We expect that higher net interest income will support earnings to remain resilient in 2025. We anticipate that the bank's operating profit will increase by about 10% in 2025 supported by growth in both net interest income and noninterest income. However, the return on equity ratio will decrease to about 9%-11% compared to 19% in 2024 because of the expected increase in share capital. We forecast net interest margins to marginally improve in 2025 as the higher cost term deposit funding secured in 2024 matures and is being replaced with equity funding or deposits with lower interest rates. We also expect noninterest revenue to increase as the bank continues its digital transformation.

Asset quality is likely to remain under pressure due to weak economic conditions. We expect that, over the next 12-18 months, the nonperforming loans (NPL) will remain elevated at about 4.5%-5.1%. FCMB typically operates with higher credit losses than other mid-tier banks in Nigeria because of the bank's high exposure to retail and small and midsize enterprise (SME) sectors. We expect the bank's cost of risk to remain at about 1.5%-1.7%, in line with 2024 levels. The bank significantly increased its provisioning in 2023 and 2024 in response to the naira depreciation. In our base-case scenario, we do not expect naira depreciation of the same magnitude in 2025, which will positively affect provisioning expense. We expect the bank to maintain the NPL coverage ratio above 100% in 2025. High interest rates and inflation will weigh on the bank's loan portfolio, particularly the retail and SME portfolio. Of the bank's total loan book, 16% was to SMEs and 8% to retail customers as of end-September 2024.

Outlook

The stable outlook on FCMB reflects that on Nigeria (B-/Stable/B) and our expectation that the bank will maintain adequate capital buffers against the regulatory minimum requirements and will be able to meet the new paid-up capital requirements that require the bank to increase its capital to NGN500 billion by March 2026.

LEGAL OPINION ON THE NOTES



May 19, 2025

FCMB Capital Markets Limited
 First City Plaza
 44 Marina
 Lagos
 Nigeria.

Dear Sir,

RE: ESTABLISHMENT OF A ₦100,000,000,000 (ONE HUNDRED BILLION NAIRA) MULTI-CURRENCY COMMERCIAL PAPER ISSUANCE PROGRAMME BY FIRST CITY MONUMENT BANK LIMITED AND THE ISSUANCE OF SERIES 1 NOTES THEREUNDER

1. INTRODUCTION

1.1. Basis of Instructions

We have acted as Transaction Counsel to First City Monument Bank Limited (the "Issuer") in connection with: (a) the establishment of a ₦100,000,000,000 (One Hundred Billion Naira) Multi-Currency Commercial Paper Issuance Programme (the "Programme") and Notes issuances thereunder¹ (the "Transaction"); and (b) the preparation, review, negotiation, execution and delivery of the documents listed in paragraphs 1.2.1 and 1.2.2 below (collectively, the "Transaction Documents").

This opinion is rendered pursuant to the Issuing and Placing Agency Agreement dated May 19, 2025 between the Issuer and FCMB Capital Markets Limited (the "IPA") (the "IPA Agreement").

Words and expressions used in this opinion and not otherwise defined herein shall have the meanings attributed to same in the programme memorandum for the Transaction dated May 19, 2025 (the "Programme Memorandum").

1.2. Documents

1.2.1. In rendering this legal opinion, we have reviewed the Programme Memorandum which incorporates the pro forma Pricing Supplement (that sets out the terms and conditions applicable to any series or tranche of Notes that will be issued under the Transaction);

1.2.2. We have prepared the following documents in connection with the Transaction and confirm that same will be valid upon their due execution in their forms as of the date of this opinion:

¹ As of the date of this opinion, our engagement covers only the establishment of the Programme and issuance of Series 1 Notes thereunder.

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LEGAL OPINION ON THE NOTES



- (a) The IPA Agreement;
- (b) The Collecting and Paying Agent Deed of Undertaking dated May 19, 2025 entered into as a deed poll by the Collecting and Paying Agent in favour of the Noteholders (the "CPA") (the "CPA Deed of Undertaking");
- (c) The Deed of Covenant dated May 19, 2025 entered into as a deed poll by the Issuer in favour of the Noteholders (the "Deed of Covenant").

1.2.3. We have examined the following corporate documents of the Issuer:

- (a) a copy of the Certificate of Incorporation of the Issuer confirming that the Issuer was incorporated on April 19, 1982.
- (b) a copy of the Memorandum and Articles of Association of the Issuer certified as a true copy by the Corporate Affairs Commission ("CAC") on September 20, 2024 ("MemArts");
- (c) a copy of the status report of the Issuer generated from the CAC dated March 6, 2025; and
- (d) a copy of the resolution of the board of directors of the Issuer dated April 17, 2025, authorizing the establishment and registration of the ₦100,000,000,000 (One Hundred Billion Naira) multi-currency commercial paper programme.

1.3. Assumptions

For the purpose of this opinion, we have assumed, without our own independent verification, each of the following:

- (a) the authenticity or genuineness of all seals and signatures on all documents and the completeness and conformity to original documents of all copies of the documents made available to us in physical or electronic form and that any document submitted to us continues in full force and effect;
- (b) there are no contractual or similar restrictions contained in any agreement or arrangement (other than those in the Transaction Documents) that are binding on the Issuer which would affect the opinions expressed herein;
- (c) other than the Issuer, each person which is expressed to be party to the Transaction Documents:
 - (i) is duly incorporated and is validly existing;
 - (ii) is not the subject of any insolvency proceedings (which includes without limitation, those relating to bankruptcy, liquidation, administration, administrative receivership and reorganisation) in any jurisdiction;

LEGAL OPINION ON THE NOTES



- (iii) has the capacity to execute each Transaction Document to which it is expressed to be a party and to perform the obligations it is expressed to assume under it;
 - (iv) has taken all necessary corporate action to authorise it to execute each Transaction Document to which it is expressed to be a party and to perform the obligations it is expressed to assume under it; and
 - (v) has duly executed each Transaction Document to which it is expressed to be a party.
- (d) the accuracy of all the representations and warranties as to factual matters contained in, and made by the Issuer under, the Transaction Documents;
 - (e) there are no other facts relevant to this opinion that are not contained in the documents referred to in paragraph 1.2 (*Documents*);
 - (f) the Transaction Documents will be approved by the FMDQ Securities Exchange Limited ("FMDQ")² substantially in their forms as at the date of this opinion and prior to execution by the relevant parties;
 - (g) the lack of bad faith and absence of fraud, coercion, duress or undue influence on the part of any of the parties to the Transaction Documents, their respective directors, officers, employees, agents and advisers and none of the Parties to the Transaction Documents has executed same on the basis of mistake of fact or law or believing it to be fundamentally different in substance or in kind;
 - (h) no Notes will be issued with a tenor of more than 270 days (inclusive of any rollover); and
 - (i) that there is no other information known to the Issuer which has not been disclosed to us which would affect the opinions expressed below.

1.4. Scope and Purpose of the Opinion

- (a) This opinion is given on the basis of the assumptions set out in paragraph 1.3 (*Assumptions*) above and is subject to the qualifications set out in paragraph 3 (*Qualifications*) below.
- (b) This opinion is confined to matters of Nigerian law and the affairs of the Issuer as at the date hereof and we have no duty to keep you informed of subsequent developments which might affect this opinion.
- (c) We express no opinion and have taken no account of the laws of any jurisdiction other than the Federal Republic of Nigeria ("Nigeria").

² As at the date of this opinion, the Securities and Exchange Commission ("SEC") is yet to commence the implementation of the New Rules and Sundry Amendments to The Rules and Regulations of the Commission issued in December 2024 which prescribes that the approval of the SEC must be obtained in respect of the Transaction Documents. Therefore, the Transaction Documents and application were approved solely by the FMDQ until further announcements are made by the SEC in this regard.

LEGAL OPINION ON THE NOTES



- (d) We express no opinion on matters of fact.
- (e) Our opinion is limited to the matters expressly stated in paragraph 2 (*Opinion*) below and it is not extended by implication. In particular, we express no opinion on the accuracy of the assumptions contained in paragraph 1.3 (*Assumptions*). A statement in the said paragraph which has the effect of limiting our opinion is independent of any other statement and is not to be impliedly restricted by it. As far as we are aware, none of our assumptions are incorrect.

2. OPINION

Based on the foregoing, and subject to the qualifications below, we are of the following opinion:

2.1 Status, Power and Authority, Legal Validity

- 2.1.1 The Issuer: (a) is a private limited company, duly incorporated under the laws of Nigeria; (b) is validly existing and duly authorised to carry on its business as currently conducted, under the laws of Nigeria; (c) has the capacity and power to issue the Notes, enter into the Transaction Documents to which it is a party and to exercise its rights and perform its obligations thereunder; and (d) has perpetual corporate existence and the capacity to sue and be sued in its own name.
- 2.1.2 All corporate actions required to authorise the establishment of the Programme, the issuance of the Notes, the execution by the Issuer of the Transaction Documents to which it is a party, the exercise by the Issuer of its rights and the performance by it of its obligations under the Notes and the Transaction Documents have been duly taken.
- 2.1.3 The Transaction Documents and the Notes (when issued) constitute valid, legal, binding and enforceable obligations of the Issuer and are enforceable against it in accordance with their terms.
- 2.1.4 The issuance of the Notes in dematerialised form is valid and legal under the laws of Nigeria.
- 2.1.5 The obligations expressed to be assumed by the Issuer under the Notes and the Transaction Documents to which it is a party constitute its legal, valid, binding and enforceable obligations and are enforceable against the Issuer in accordance with their terms.
- 2.1.6 The holders of the Notes shall be entitled, severally to enforce the Deed of Covenant.

2.2 Insolvency

To the best of our knowledge, the Issuer is not in liquidation, administration, receivership or administrative receivership; and no winding-up petition, dissolution or similar procedure has been presented against the Issuer. Subject to insolvency laws generally applicable to Nigerian companies, if insolvency proceedings involving the Issuer were to be instituted, the obligations of the Issuer under the Transaction Documents will remain valid, binding and enforceable.

LEGAL OPINION ON THE NOTES



2.3 Immunity

Neither the Issuer, nor any of its assets, is entitled to any right of immunity on the grounds of sovereignty or otherwise from any legal action or proceeding that may be brought in Nigerian courts arising out of or relating to the Transaction Documents (which shall include, without limitation, suit, attachment, judgment, execution or other legal process).

2.4 Due Execution

The Transaction Documents to which the Issuer is a party have been duly executed by the Issuer.

2.5 No Conflict and Compliance with Laws

2.5.1 The issuance of the Notes, the execution and the delivery of the Transaction Documents (save as otherwise provided herein) and/or performance of the obligations of the Issuer under the Transaction Documents do not conflict with or will not conflict with:

- (a) any provision of the MemArts;
- (b) to the best of our knowledge, any instrument binding on it or its assets or constitute a default or termination event (however described) under any such instrument; or
- (c) any present law or regulation in Nigeria and applying generally to companies or the issuance of commercial papers.

2.5.2 Specifically, the Notes will be issued and the Transaction Documents have been executed and delivered in compliance with the Guidelines on the Issuance and Treatment of Bankers Acceptances and Commercial Papers issued by the Central Bank of Nigeria (the "CBN") on September 11, 2019 (the "CBN Guidelines"), the CBN Circular of July 12, 2016 on Mandatory Registration and Listing of Commercial Papers ("CBN Circular"), and the FMDQ Commercial Paper Registration and Quotation Rules dated November 2024 ("FMDQ Rules").

2.6 Registration of the Notes

Pursuant to the New Rules and Sundry Amendments To The Rules And Regulations of the Commission issued in December 2024 by the SEC ("December 2024 Rules"), the Notes must be registered with the SEC. Prior to the issuance of the December 2024 Rules, Rule 8 of the Rules and Regulations of the SEC, 2013 (as amended) (the "SEC Rules") exempted commercial papers with maturities of less than nine (9) months from the SEC's registration requirements under the Investments and Securities Act No 29 of 2007 (now repealed by the Investments and Securities Act, 2025). The New Rules on Issuance of Commercial Papers" as set out in the December 2024 Rules also specifies the procedure for registering and obtaining the approval of the SEC in relation to the Notes. As of the date of this opinion, the SEC has yet to commence the implementation of the New Rules on Issuance of Commercial Papers" as set out in the December 2024 Rules. Consequently, the Notes will be registered with a registered Central Securities Depository (the "CSD"), which shall serve as the custodian of the Notes and the registration of the Notes on the FMDQ for quotation. Therefore, the Transaction Documents and application have been approved solely by the FMDQ and

LEGAL OPINION ON THE NOTES



the Notes have not yet been registered with the SEC. The SEC registration process will only commence once the SEC provides further guidance on the implementation of the "New Rules on Issuance of Commercial Papers" as set out in the December 2024 Rules.

2.7 Regulatory Approvals

Save as provided in paragraph 2.8 (*Stamp Duty and Taxes*) of this opinion, under Nigerian law it is not necessary that the Notes or the Transaction Documents be filed, recorded, registered or enrolled with any court or other governmental or regulatory authority or other public body, or that any consent, approval or authorisation be obtained from any such governmental or regulatory authority (except for any registration with the SEC that may be required in the future as indicated in 2.6 above), by the Issuer to ensure their legality, enforceability, validity or admissibility in evidence or to enable the Issuer lawfully enter into, exercise its rights or perform its obligations under the Notes and the Transaction Documents to which it is a party.

2.8 Stamp Duty and Taxes

2.8.1 Section 22(4) of the Stamp Duties Act, Cap S8 Laws of the Federation of Nigeria ("LFN") 2004 ("Stamp Duties Act") as amended³ requires instruments executed in Nigeria, or relating, wheresoever executed, to any property situate or to any matter or thing done or to be done in Nigeria to be stamped in order for same to be admissible in evidence before Nigerian courts and to be enforceable by the said courts. Stamp duty is payable in Nigeria either at a flat rate or an *ad valorem* rate. Thus, the Stamp Duties Act provides that the Transaction Documents will be liable to stamp duty; and are required to be stamped within forty (40) days from the date they are first executed or if such Transaction Document is subject to *ad valorem* rate within thirty (30) days after they are first executed or have been received in Nigeria (including electronic documents), if executed outside Nigeria, in order to render same enforceable and admissible in evidence in Nigerian courts.

2.8.2 Historically, each of the Transaction Documents attracted a nominal stamp duty of ₦500.00 (Five Hundred Naira) for the original and ₦50.00 (Fifty Naira) for each counterpart. The Transaction Documents will be assessed and stamped at the prevailing stamp duties rate as of the time of stamping.

2.8.3 The Notes will be issued in a dematerialised form and as book entries in the register of the CSD. Historically, the Notes did not attract stamp duty, as same were not in certificated form and therefore did not qualify as "instruments" as previously defined under the Stamp Duties Act. However, the Finance Act, 2019 has amended the definition of "instruments" in the Stamp Duties Act to include "electronic instruments". As such it is unclear whether the electronic form of the dematerialised Notes will qualify as "electronic instruments" within the context of the Finance Act, thereby attracting stamp duties. Where the Federal Inland Revenue Service is of the opinion that the Notes qualify as "electronic instruments", the Notes may attract stamp duty at a flat rate of 0.1%.

2.8.4 Save for the payment of the aforementioned stamp duty which is assessed and payable in respect of the Transaction Documents (other than the Programme Memorandum and/or

³ The Finance Acts of 2019, 2020, 2021 and 2023 amended the Stamp Duties Act, amongst other tax legislations in Nigeria.

LEGAL OPINION ON THE NOTES



Pricing Supplement) and the Notes (where so assessed as noted in paragraph 2.8.3 above), to the Commissioner for Stamp Duties, no other stamp duty is payable, and no filing or registration is required in Nigeria in connection with the execution, delivery, performance and enforcement of any of the Notes or the Transaction Documents.

2.9 Withholding Tax

Under Nigerian law, interest payments on debt obligations are subject to withholding tax. Section 78 of the Companies Income Tax Act Cap C21, LFN 2004 (as amended) and section 70 of the Personal Income Tax Act, Cap P8, LFN 2004 (as amended), require companies to withhold tax on interest payments.

Given that the Notes will not bear interest⁴, the Issuer is not required by any law or regulation or any relevant taxing authority in Nigeria to make any withholding or deduction from any payment due to the Noteholders under the Notes or any Transaction Document to which the Issuer is a party. However, the discount on the Notes may be construed as income and taxed in accordance with applicable Nigerian tax laws. In addition, the Finance Act 2019 provides that any expense incurred in deriving tax-exempt income would not be deductible for the purpose of arriving at taxable profit. Thus, where payments to Noteholders under the Notes are treated as tax-exempt, any expense incurred by the Noteholder in receiving such payments shall not be tax deductible.

The section entitled "Tax Considerations" provided in the Programme Memorandum is a fair summary of Nigerian law applicable to such Notes and Transaction Documents.

2.10 Capital Gains Tax

There is currently capital gains tax on the disposal of debt instruments that are not issued by the Government of Nigeria. The Capital Gains Tax Act, Chapter C1 LFN 2004 (as amended by the Finance Acts of 2019, 2020, 2021 and 2023) ("CGT Act") provides that any gain paid, used, or enjoyed in or in any manner or form transmitted or brought to Nigeria shall be treated as being derived from Nigeria for the purposes of the CGT Act. Gains realized by Noteholders that are not resident in Nigeria from the disposal, sale, exchange or transfer of the Notes will not be subject to capital gains tax. In the case of an individual who is in Nigeria for a temporary purpose only and does not have any view or intent to establish his residence in Nigeria, such gain will be subject to capital gains tax at the rate of 10 per cent if the period or sum of the periods for which he is present in Nigeria in that year of assessment exceeds 182 (one hundred and eighty-two) days.

2.11 Foreign Exchange Control

2.11.1 Pursuant to Section 15 of the Foreign Exchange (Monitoring and Miscellaneous Provisions) Act Cap F34 LFN 2004, any person may invest in a Nigerian enterprise with foreign currency imported into Nigeria through an authorised dealer (usually a Nigerian bank licensed to deal in foreign exchange). The relevant authorised dealer is then required to issue an electronic Certificate of Capital Importation ("e-CCI"), evincing receipt of such investment capital within twenty-four (24) hours of receipt of imported funds. Foreign currency imported into Nigeria

⁴ Save for default interest payable on late payments.

LEGAL OPINION ON THE NOTES



and evidenced by an e-CCI is guaranteed unconditional transferability or remittance of both capital and profit through an authorised dealer in freely convertible currency.

2.11.2 Non-residents who bring funds into Nigeria through an authorised dealer for the purpose of purchasing the Notes and obtain an e-CCIs can, upon maturity or liquidation of their investments, fully repatriate the proceeds of said investments, upon presentation of their e-CCIs.

2.11.3 Save for the foregoing, there are no foreign exchange control consents, licenses or approvals that are required for the entry into and performance by the Issuer of its obligations under the Transaction Documents or the Notes.

2.12 Pari passu ranking

The Notes are unsecured and no security interests have been created in favour of the Noteholders by any Transaction Documents. The obligations of the Issuer under the Transaction Documents to which it is a party and the Notes (when issued) will rank at least *pari passu* with all present and future unsecured and unsubordinated obligations of the Issuer, other than those claims which are preferred by any bankruptcy, insolvency, liquidation or other similar laws of general application.

2.13 Domicile/license to carry on business

It is not necessary under the laws of Nigeria (i) in order to enable Noteholders enforce their respective rights under the Notes, or (ii) by reason only of the holding of the Notes, that any of the Noteholders should be licensed, qualified or entitled to carry on business in Nigeria or prior to enforcement, be required to comply with any requirement as to foreign registration or qualification in Nigeria or be required to make any filing with any court or other agency in Nigeria, prior to the commencement of any enforcement action under the Transaction Documents (including the Notes). Noteholders that are not resident or domiciled in Nigeria will not be deemed to be resident, domiciled or carrying on business by reason only of their holding of the Notes.

The due performance by any party of any of its rights, duties, obligations or representations under the Transaction Documents (including the Notes), subject to complying with applicable Nigerian securities laws, the CBN Guidelines, the CBN Circular and the FMDQ Rules, will not violate any existing applicable law or regulation in Nigeria (subject to the requirements of such party's constitutional documents (other than the Issuer)).

2.14 Choice of Law and Jurisdiction

The choice of Nigerian Law as the governing law of the Transaction Documents is a valid choice of law and a Nigerian court or arbitral tribunal will apply same to give effect to the provisions of the Transaction Documents.

2.15 Dispute Resolution

The submission to arbitration by the parties under the IPA Agreement and the CPA Deed of Undertaking is permitted under the laws of Nigeria and an arbitral award rendered by a recognised arbitral tribunal would be enforced by the courts of Nigeria as a legal, valid and binding submission to arbitration subject to the provisions of the Arbitration and Mediation Act, 2023.

LEGAL OPINION ON THE NOTES



3. QUALIFICATIONS

This opinion is subject to the following qualifications and limitations:

- (a) The validity and enforceability of rights and remedies under the Transaction Documents may be subject to limitations imposed by applicable Nigerian bankruptcy, insolvency, reorganisation, administration, moratorium, limitation, prescription and time-bar or other laws affecting the rights of creditors in general and to any provision generally applicable under Nigerian law regarding the invalidation or revision of unfair contract terms. In particular, equitable remedies such as injunctions and specific performance are discretionary and are not generally available in circumstances where damages are considered by the courts in Nigeria to be an adequate remedy.
- (b) This opinion relates only to the laws of Nigeria as of the date first written above and as will likely be applied by Nigerian courts; and is given on the basis that it will be governed by and construed according to the said laws of Nigeria.
- (c) Save to the extent outlined in paragraphs 2.8 and 2.9 above, we express no opinion as to the tax treatment or consequences of the Transaction Documents or the transactions contemplated therein.
- (d) This opinion is based solely on the current regulatory framework of FMDQ and does not account for the potential future operation of the "New Rules on Issuance of Commercial Papers" as set out in the December 2024 Rules. As of the date of this Opinion, the SEC has not yet implemented nor commenced the operation of these rules. While it is possible that, upon implementation, additional registration or regulatory requirements may become applicable to the Notes or the Transaction Documents, such requirements will depend on the application and implementation of the December 2024 Rules. Accordingly, this Opinion is expressly limited to the regulatory framework of FMDQ as it applies to the Notes and the Transaction Documents. We do not express any opinion on the timing, scope, applicability, or potential impact of any such future SEC requirements that may apply on the implementation of the "New Rules on Issuance of Commercial Papers" as set out in the December 2024 Rules.
- (e) This opinion is expressly limited to the matters set forth above and we render no opinion whether by implication or otherwise as to any other matters.
- (f) We assume no obligation to update or supplement any opinion contained herein to reflect any fact or circumstance that may hereafter come to our attention or any changes in law that may hereafter occur or become effective.

4. BENEFIT

This opinion is provided in connection with the satisfaction of the conditions precedent under the IPA Agreement and is given solely for the benefit of the IPA in connection with the Transaction and cannot be relied upon or disclosed by the IPA for any other purpose or relied upon by any other person without our prior written consent, save that our opinion may be disclosed without such consent (provided that in doing so it is acknowledged that we shall not owe any duty, nor assume

LEGAL OPINION ON THE NOTES

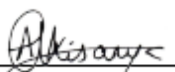


any liability to any such person in relation to it and that in preparing this opinion we only had regard to the interests of the IPA):

- (a) to any persons seeking to invest in the Notes;
- (b) to professional advisers in connection with the Transaction;
- (c) to any additional arrangers appointed under the IPA Agreement;
- (d) to any person to whom disclosure is required to be made by applicable law or court order or arbitral award or pursuant to the rules or regulations of any supervisory or regulatory body, or the rules of any applicable securities exchange or any rating agency or in connection with any judicial or arbitral proceedings;
- (e) to the affiliates, officers, employees, auditors, regulators and professional advisers of the IPA;
- (f) in connection with any actual or potential dispute or claim to which the IPA is a party in relation to the Transaction;

on the basis that such disclosure is made solely to enable any such person to be informed that an opinion has been given and to be made aware of its terms but not for the purposes of reliance.

Yours faithfully,



AYOTUNDE OWOIGBE
PARTNER
BANWO & IGHODALO

GENERAL INFORMATION

Authorisation

This CP Programme and Notes issued hereunder were approved by the resolution of the Board of Directors of First City Monument Bank Limited dated 17 April 2025.

Auditors

KPMG Professional Services ("KPMG") acted as auditors of the annual financial statements of the Issuer for the financial years ended 31 December 2017 to 31 December 2019, and was responsible for the audit, and issued unqualified reports. The tenor of KPMG's appointment has lapsed and Deloitte & Touché have been appointed as the new auditors of the Bank effective financial year 2020.

Commercial Paper Outstanding

The Issuer does not have Commercial Paper notes outstanding as at the date of this Programme Memorandum.

Going Concern

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

Litigation

First City Monument Bank Limited is, in its ordinary course of business, involved in Five Hundred and Twenty (520) cases.

In the context of the establishment of the ₦100,000,000,000 (One Hundred Billion Naira) Multi-currency Commercial Paper Programme and the issuance of Series 1 Notes thereunder (the "Transaction"), we set a materiality threshold of ₦500,000,000.00 (Five Hundred Million Naira) (the "Materiality Threshold") with regard to the monetary reliefs claimed in cases against the Bank. We identified and reviewed information pertaining to Twenty-One (21) cases, within and above the Materiality Threshold. These cases represent over 80% of the value of all the claims against the Bank.

Following our review, we understand that One (1) case has been struck out for lack of diligent prosecution, whilst we were informed by the Bank that the judgment debt in respect of One (1) case which the Bank is Appellant has been settled, thereby leaving a total of Nineteen (19) ongoing cases within the Materiality Threshold.

Of the said Nineteen (19) cases, the Bank is Appellant in One (1) case in which judgment had previously been delivered against its interest. The total judgment sum in the said case in which judgment had been delivered against the Bank, is approximately ₦540,500,000 (Five Hundred and Forty-Million, Five Hundred Thousand Naira) excluding interests which may accumulate on the judgment sums until same is finally liquidated. We note that the Bank's above-referenced appeal is yet to be determined.

Following our due diligence review, the total value of claims against the Bank in the Nineteen (19) ongoing cases within and above the Materiality Threshold is approximately ₦37,591,518,955.3 (Thirty-Seven Billion, Five Hundred and Ninety-One Million, Five Hundred and Eighteen Thousand, Nine Hundred and Fifty-Five Naira, Thirty Kobo) excluding interests and costs, which may be awarded by the courts after the final resolution of each matter.

We are of the opinion that majority of the cases instituted against the Bank are exaggerated, frivolous and speculative. Most of these cases involve claims by loan defaulters who instituted the suits as pre-emptive actions to delay the Bank's recovery efforts in respect of outstanding facilities.

Based on our assessment of the information pertaining to the cases within and above the Materiality Threshold, our experience in litigation matters and our understanding of the disposition of Nigerian courts in the award of damages and other claims, we believe that the liability that could arise from the cases against the Bank, where same are diligently defended, should not have a material adverse effect on the Transaction.

GENERAL INFORMATION

We also identified and reviewed counterclaims filed by the Bank in Thirteen (13) cases within and above the Materiality Threshold. Following our review, the total value of the Bank's counterclaims is approximately N6,032,452,180.46 (Six Billion, Thirty-Two Million, Four Hundred and Fifty-Two Thousand, One Hundred and Eighty Naira, Forty-Six Kobo) and US\$1,035,151.27 (One Million, Thirty-Five Thousand, One Hundred and Fifty-One Dollars, Twenty-Seven Cents) excluding interests and costs, which may be awarded by the courts after the final resolution of each counterclaim.

We note that majority of the counterclaims by the Bank involve claims against loan defaulters to recover outstanding facilities and we are of the opinion the Bank's counterclaims have a good chance of success if diligently prosecuted.

Our opinion herein is based solely on our review of information pertaining to the cases within and above the Materiality and the Bank's counterclaims in the above-referenced cases. Please note that we did not conduct reviews of case files maintained by the Bank and/or records maintained at the various courts hearing these cases. Also, we have not held discussions with any of the external counsel handling these cases on behalf of the Bank.

Therefore, the Solicitors are of the view that the contingent liability that may arise from the cases involving the Bank where same are competently and diligently defended, is not likely to have a material adverse effect on the Bank or the Transaction.

Save for the foregoing, the Solicitors are not aware of any claim or litigation pending or threatened against the Bank which (i) materially or adversely affects the Bank's ability to fulfill its obligations under the Transaction; and/or; (ii) affects the validity of the proposed Transaction or restricts the proceedings or actions of the Bank with respect to the Transaction

Material Contracts

The following deed(s) and agreement(s) have been entered into and are considered material to this Programme:

- i. An Issuing and Placing Agency Agreement dated on about the date hereof executed by the Issuer, and the Issuing and Placing Agent;
- ii. A Collecting and Paying Agent Deed of Undertaking dated on about the date hereof as a deed poll in favour of the Noteholders; and
- iii. A Deed of Covenant dated on about the date hereof executed by the Issuer as a deed poll in favour of the Noteholders.

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

Ultimate Borrower

The Issuer is the borrower in respect of the Notes.

PARTIES TO THE TRANSACTION

Issuer

First City Monument Bank Limited

Primrose Tower
17A Tinubu Street
Lagos

Lead Arranger, Issuing and Placing Agent

FCMB Capital Markets Limited

First City Plaza (6th floor)
44, Marina
Lagos

Auditor

Deloitte & Touche Limited

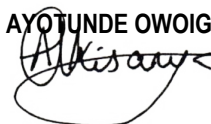
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Solicitor

Banwo & Ighodalo

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Ikoyi
Lagos

AYOTUNDE OWOIGBE



Partner

Collecting and Paying Agent

First City Monument Bank Limited

Primrose Tower
17A, Tinubu Street
Lagos

PARTIES TO THE TRANSACTION

Issuer

First City Monument Bank Limited

Primrose Tower
17A Tinubu Street
Lagos


Gerald Ikem
Divisional Head, Treasury and International Banking

Lead Arranger, Issuing and Placing Agent

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Ikechukwu Omeruah
Managing Director

Auditor

Deloitte & Touche Limited

Civic Towers, Plot GA 1, Ozumba Mbadiwe Avenue
Victoria Island
Lagos


Joshua Ojo
Partner

Solicitor

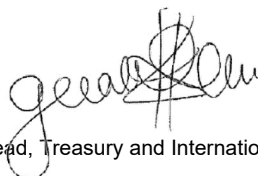
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Divisional Head, Treasury and International Banking