

THIS DOCUMENT IS IMPORTANT AND YOU ARE ADVISED TO CAREFULLY READ AND UNDERSTAND ITS CONTENTS. IF YOU ARE IN DOUBT ABOUT ITS CONTENTS OR THE ACTION TO TAKE PLEASE CONSULT YOUR STOCKBROKER, SOLICITOR, BANKER OR AN INDEPENDENT INVESTMENT ADVISER, REGISTERED BY THE SECURITIES AND EXCHANGE COMMISSION ("SEC" OR "THE COMMISSION") FOR GUIDANCE IMMEDIATELY.

INVESTING IN THIS OFFER INVOLVES RISKS. FOR INFORMATION ABOUT RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE QUALIFIED INSTITUTIONAL INVESTORS AND HIGH NET-WORTH INVESTORS, PLEASE REFER TO THE SECTION ON "RISK FACTORS" ON PAGES 58 to 64.

INVESTORS MAY CONFIRM THE CLEARANCE OF THE PROSPECTUS AND REGISTRATION OF THE SECURITIES WITH THE SEC BY CONTACTING THE COMMISSION VIA SEC@SEC.GOV.NG OR +234 (0) 946 21100; +234 (0) 946 21168



MCM FUNDING SPV PLC

RC: 6979479

(Incorporated as a Special Purpose Vehicle by MBO Capital Management Limited)

₦50,000,000,000 BOND ISSUANCE PROGRAMME

This Shelf Prospectus has been issued in compliance with Rule 279 of the Rules and Regulations of the SEC and the listing requirements of the FMDQ Securities Exchange Limited ("FMDQ") and Nigerian Exchange Limited ("NGX"), and contains particulars in compliance with the requirements of the Commission for the purpose of giving information with regards to the Programme (as defined herein).

This Shelf Prospectus is to be read and construed in conjunction with any Supplement thereto and all documents which are incorporated herein, by reference and, in relation to any Tranches or Series (as defined herein) of instruments, together with the Pricing Supplement. This Shelf Prospectus shall be read and construed on the basis that such documents are incorporated herein and form part of this Shelf Prospectus.

This Shelf Prospectus and the securities that it offers have been registered by the Commission. It is a civil wrong and criminal offence under Sections 85 and 86 of the Investments & Securities Act (No. 29 of 2007) ("ISA") to issue a prospectus which contains false or misleading information. The clearance and registration of this Prospectus and the securities which it offers does not relieve the parties from any liability arising under the act for false and misleading statements contained herein or for any omission of a material fact. The registration of this Shelf Prospectus and any Pricing Supplement thereafter does not in any way whatsoever suggest that the SEC endorses or recommends the securities or assumes responsibility for the correctness of any statement made or opinion or report expressed therein.

This Shelf Prospectus has been approved by the members of the Board of Directors of MCM Funding SPV Plc and they jointly and individually accept responsibility for the accuracy of all information given therein, as at the date this Shelf Prospectus was issued and confirm that, after having made inquiries which are reasonable in the circumstances and to the best of their knowledge and belief, there are no other facts, the omission of which would make any statement herein inaccurate or misleading.

Investors are advised to note that liability for false or misleading statements or acts made in connection with this shelf prospectus is provided in Sections 85 and 86 of the ISA.

LEAD ISSUING HOUSE/BOOK RUNNER



CHAPEL HILL DENHAM

RC 1381308

JOINT ISSUING HOUSES/BOOK RUNNERS



THIS SHELF PROSPECTUS IS DATED THIS 10th DAY OF JANUARY 2025

THIS SHELF PROSPECTUS WILL BE AVAILABLE ON THE FOLLOWING WEBSITES:

www.mbocapital.com www.chapelhilldenham.com www.sec.gov.ng

This Shelf Prospectus is valid until 2027

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1. IMPORTANT NOTICE

This Shelf Prospectus has been prepared on behalf of MCM Funding SPV Plc in connection with its ₦50,000,000,000 Bond Issuance Programme for the purpose of giving information to prospective investors in respect of the Bonds described herein. The SEC has cleared and registered this Shelf Prospectus.

The Board of Directors of the Issuer accepts full responsibility for the information contained in this Shelf Prospectus. The Board of Directors confirms (having taken all reasonable care to ensure that is the case) that the information contained in this Shelf Prospectus is in accordance with the Rules and Regulations of the Commission.

This Shelf Prospectus has been issued in compliance with Schedule IX of the Act, Part F Rule 279 of the 2013 Rules and Regulations of the Commission and the listing requirements of FMDQ and NGX and contains particulars which are compliant with the requirements of the Commission for the purpose of giving information with regard to the Bond Issuance Programme.

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

Neither this Shelf Prospectus nor any other information supplied in connection with the Programme:

- a. is intended to provide the basis of any credit or other evaluation; or
- b. should be considered as a recommendation by either the Issuer or any of the parties to the Programme that any recipient of this Shelf Prospectus or any other information supplied in connection with the Programme should purchase the Bonds. Each investor contemplating purchasing any Bonds should make its own independent investigation of the financial condition and affairs, and the creditworthiness of the Issuer.

Each prospective investor contemplating purchasing any Bonds should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness of the Issuer. Neither this Shelf Prospectus nor any other information supplied in connection with the Issue or the Bonds constitutes an offer or invitation by or on behalf of the Issuer, the Issuing Houses or the Trustee to any person to subscribe for or to purchase the Bonds.

Neither the delivery of this Shelf Prospectus nor the offering, sale or delivery of the Bonds shall in any circumstances imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme continues to remain correct as of any time subsequent to the date indicated in the document containing the same.

The Issuing Houses expressly do not undertake to review the financial condition or affairs of the Issuer throughout the life of the Bonds or to advise any investor in the Bonds of any information coming to their attention. The Issuing Houses have not separately verified the information contained in this Shelf Prospectus and accordingly no representation, warranty or undertaking, express or implied, is made and to the fullest extent permitted by law, no responsibility or liability is accepted whether in contract or otherwise by the Issuing Houses as to the accuracy or completeness of the information contained in this Shelf Prospectus or any other information supplied in connection with the Bonds or their distribution. Each person receiving this Shelf Prospectus acknowledges that such person has not relied on the Issuing Houses or any person affiliated with any of them in connection with its investigation of the accuracy of this Shelf Prospectus or such information or its investment decision. The receipt of this Shelf Prospectus or any information contained in it or supplied with it or subsequently communicated to any person does not constitute investment advice from any of the Issuing Houses to any prospective investor. Prospective investors should make their own independent assessment of the merits or otherwise of subscribing for the debt securities offered herein and should take their own professional advice in connection with any prospective investment by them.

No Bonds may be offered or sold, directly or indirectly, and neither this Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable law and regulations.

Certain figures included in this document have been subject to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures, which precede them.

Statements in a Pricing Supplement

Following the publication of this Shelf Prospectus, Pricing Supplement(s) will be issued in relation to each Series or Tranche of Bonds that are to be offered for issuance under the Programme. Each Pricing Supplement will be cleared and approved by the SEC.

Specific statements on a Bond as contained in the Pricing Supplement shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Shelf Prospectus. Any statements so modified shall not, except as modified or superseded, constitute a part of the Shelf Prospectus.

Amendments to the Shelf Prospectus

The Issuer, in the event of any significant change, material mistake or inaccuracy relating to information included in this Shelf Prospectus which is capable of affecting the assessment of the Bonds, shall prepare an addendum to this Shelf Prospectus for use in connection with any subsequent issue of Bonds, under the Bond Issuance Programme, which shall be subject to the Commission's clearance.

2. DEFINITIONS

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

“Applicable Pricing Supplement” or “Pricing Supplement”	The document(s) to be issued pursuant to the Shelf Prospectus which shall provide final terms and conditions of a specific Series or Tranche of Debt Securities issued under the Programme and read in conjunction with the Shelf Prospectus
“Auditor”	The Issuer’s auditor as may be appointed by the Company, from time to time
“Board” or “Board of Directors” or “the Directors”	Board of Directors of the Issuer
“Bonds”	The registered bonds issued by the Issuer from time to time in accordance with the terms of this Shelf Prospectus and any Pricing Supplement, with an aggregate value not exceeding ₦50,000,000,000
“Bond Issuance Programme” or the “Programme”	The ₦50,000,000,000 Bond Issuance Programme being undertaken by the Issuer as described in this Shelf Prospectus, pursuant to which the Company may issue series and/or tranches of Bonds from time to time, provided however that the aggregate value does not exceed ₦50,000,000,000
“Bondholder”	Any registered owner or beneficial owner of Bonds to be issued under the Programme
“Book Building”	The process of price and demand discovery where a Book Runner through bids received - is able to determine the price at which securities should be issued, based on the demand from Qualified Institutional Investors and High Net Worth Investors
“Book Runner(s)”	The Issuing House(s) duly appointed by the Issuer to manage the order book in respect of the Bonds being offered by way of Book Building
“Business Day(s)”	Any day(s) except Saturdays, Sundays and public holidays declared by the Federal Government of Nigeria on which banks are open for business in Lagos, Nigeria
“CAMA”	Companies and Allied Matters Act 2020 (as amended)
“CBN” or “Apex Bank”	Central Bank of Nigeria
“CIT”	Companies Income Tax
“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 of 2019, 2020 and 2021 (and from time to time).
“Conditions” or “Terms and Conditions”	The terms and conditions pursuant to which the Bonds will be issued from time to time and includes the information set out in the section “Terms and Conditions of the Bonds” in this Prospectus; information in the Pricing Supplement; the information in the Programme Trust Deed, Series Trust Deed
“Coupon”	The interest payable to Bondholders as specified in a Pricing Supplement

“Coupon Commencement Date”	The date from which the Coupon on a Bond accrues to Bondholders as specified in the Pricing Supplement
“Coupon Payment Date”	The date on which the Coupon on a Bond is to be paid to Bondholders as specified in the Pricing Supplement
“CSCS”	Central Securities Clearing System Plc
“CSD”	CSCS, FMDQ-D or any central securities depository registered by SEC as may be appointed by the Issuer and as specified in the Pricing Supplement
“Daily Official List”	A publication of NGX, published daily, providing information on all securities quoted on its Exchange
“Daily Quotation List”	A publication of FMDQ, published daily, providing information on all securities quoted on its Exchange
“DataPro”	DataPro Limited
“Exchange”	The FMDQ, NGX, or any other securities exchange registered by the Commission
“Federal Government” or “FGN”	Federal Government of Nigeria
“Fixed Rate Bonds”	Bonds in respect of which interest is to be calculated and paid on a pre-determined basis as disclosed in the Pricing Supplement
“Floating Rate Bonds”	Bonds in respect of which interest to be calculated is variable based on the applicable benchmark as prescribed in the Pricing Supplement
“Finance Act”	Finance Act 2019, Finance Act 2020, Finance Act 2021 and Finance Act 2023
“FMDQ”	FMDQ Securities Exchange Limited
“FMDQ-D”	FMDQ Depository Limited
“High Net Worth Individual” or “HNI”	A person with a minimum net worth of ₦100,000,000 (One Hundred Million Naira) (excluding assets such as automobiles, homes and furniture)
“IASB”	International Accounting Standards Board
“IFRS”	International Financial Reporting Standards
“Interest Period”	Interest Period is as defined in the Pricing Supplement
“ISA”	Investments and Securities Act (No 29 of 2007), as may be amended
“Issue Date”	The date on which a Series of Bonds is issued, as specified in the Pricing Supplement
“Issue Price”	The price at which a Bond is issued as specified in the Pricing Supplement
“Issuing Houses”	Chapel Hill Denham Advisory Limited, FCSL Asset Management Company Limited, Afrinvest Capital Limited, ARM Securities Limited, Coronation Merchant Bank Limited and any other capital market operator that the Issuer may appoint as an Issuing House
“Joint Issuing House/Book Runner”	FCSL Asset Management Company Limited, Afrinvest Capital Limited, ARM Securities Limited, Coronation Merchant Bank Limited and any

	other capital market operator that the Issuer may appoint as a Joint Issuing House/Book Runner
“Lead Issuing House/Book Runner”	Chapel Hill Denham Advisory Limited
“LFN”	Laws of the Federation of Nigeria
“MNPA”	Master Notes Purchase Agreement
“Maturity Date”	The date on which the final payment(s) on a Bond is due to Bondholders as specified in the Pricing Supplement
“Naira”, “NGN” or “₦”	Nigerian Naira
“NBS”	National Bureau of Statistics
“NGX”	Nigerian Exchange Limited
“NIBSS”	Nigerian Inter-Bank Settlement System
“PFA”	Pension Fund Administrator
“PIT”	Personal Income Tax
“PITA”	Personal Income Tax Act Cap, P8, LFN 2004 (as amended by the Personal Income Tax (Amendment) Act No. 20 of 2011), (as amended by the Finance Acts of 2019, 2020, 2021, and 2023).
“Principal Amount”	The aggregate values of a Bond, as specified in the Pricing Supplement
“Pricing Supplement”	The document(s) to be issued pursuant to the Shelf Prospectus which shall provide final terms and conditions of a specific Series or Tranche of Bonds issued under the Programme and read in conjunction with the Shelf Prospectus
“Programme Trust Deed”	The trust deed entered into by the Issuer, Sponsor and the Trustee by which the Bond Issuance Programme is constituted
“Qualified Institutional Investor”	Institutional purchasers of securities, including Fund Managers, Pension Fund Administrators, Insurance Companies, Investment/Unit Trusts, Multilateral and Bilateral Institutions, Registered and/or Verifiable Private Equity funds and Hedge Funds, Market Makers, Staff Schemes, Trustees/Custodians, Stock Broking Firms, and such other categories of investor as the SEC may determine from time to time as defined in Rule 321 of SEC Rules
“Rating Agencies”	DataPro Limited or any other rating agency that may be appointed
“Receiving Bank”	Access Bank Plc and Zenith Bank Plc, or any other deposit money bank appointed by the Issuer from time to time
“Record Date”	The date on which the Register of Members is updated for purposes of paying a Coupon
“Redemption Amount”	The aggregate Principal Amount outstanding in respect of a Bond on the Maturity Date as specified in the Pricing Supplement
“Register”	The Register of Bondholders maintained by the Registrar which details the particulars of Bondholders (names, addresses, quantum of Bonds held), transfers and redemptions of a Series or Tranche
“Registrar”	Any SEC registered Registrar appointed by the Issuer as Registrar

“Reporting Accountant”	Any SEC registered accounting firm appointed by the Issuer as Reporting Accountant
“SEC Rules” or “Rules and Regulations”	SEC Rules & Regulations (2013) issued pursuant to ISA, and as may be amended from time to time
“SEC” or “the Commission”	Securities & Exchange Commission
“Series”	A Tranche of Bonds together with any further Tranche(s) of Bonds which are: <ul style="list-style-type: none"> – expressed to be consolidated and form a single series; and – are identical in all respects except for their respective Issue Dates, Coupon Payment Dates and/or Issue Prices
“Series Trust Deed”	A deed supplementing or modifying the provisions of the Programme Trust Deed entered into by the Issuer and the Trustee(s) with regards to a specific Series or Tranche and empowering the Trustee(s) to hold, administer and manage the applicable assets
“Shelf Prospectus” or “the Prospectus”	This Prospectus filed by the Issuer in accordance with SEC Rules, which contains details of the Bond Issuance Programme
“Solicitors to the Issue”	Any SEC registered law firm appointed by the Issuer
“Transaction Documents”	The Shelf Prospectus, Pricing Supplement(s), Programme Trust Deed, Series Trust Deed(s) and all documents issued from time to time in respect of a Bond Issuance
“Trust Deeds”	The Programme Trust Deed and the Series Trust Deed(s)
“Trustees”	Any SEC registered Trustee that will be granted fiduciary power by the Bondholders to enforce the terms and conditions of the Bond Issuance Programme, appointed from time to time by the Issuer
“Validity Period”	A period expiring three (3) years from the date of SEC approval of this Shelf Prospectus, during which bonds may be issued under the Programme
“VAT”	Value Added Tax
“WHT”	Withholding Tax as provided for in section 78(2) of CITA, and as amended therefrom
“Zero Coupon Bond”	A Bond issued at a discount to the face value

3. INFORMATION RELATED TO THE SHELF PROSPECTUS

1. Presentation of Information

The information set forth herein has been obtained from official sources that are believed to be reliable, but the fairness, accuracy, completeness or correctness of the information or opinions contained herein have not been verified. The Issuing Houses and Issuer take responsibility for information contained in the Prospectus; and to the best of their knowledge and honest belief, the information provided is accurate. The information and expressions of opinion herein are subject to change and any proposed changes to the information provided in the Prospectus shall be subject to the Commission's prior review and approval. Neither the delivery of this Shelf Prospectus nor any issue made hereunder, or any future use of this Shelf Prospectus shall, under any circumstance, create any impression that there has been no change in the affairs of the Issuer since the date hereof.

All financial and other information presented or incorporated by reference in this Shelf Prospectus have been provided by the Issuer from its records, except for information expressly attributed to other sources. The presentation of certain information, including tables of receipts and other revenues, is intended to show recent historical information and is not intended to indicate future or continuing trends in the financial position or other affairs of the Issuer. No representation is made that past experience, as it might be shown by such financial and other information, will necessarily continue or be repeated in the future.

2. Financial Information

The Issuer maintains its books of accounts and prepares its statutory financial statements in Naira in accordance with IFRS as promulgated by the IASB.

Unless otherwise indicated, the financial information regarding the Issuer indicated in this Shelf Prospectus has been derived from the Reporting Accountants' Report on the Issuer's audited financial statements for the five years ended December 31, 2023. The Issuer's financial statements for the years ended 31 December 2019, 2020, 2021, 2022 and 2023 have been prepared in accordance with IFRS as issued by the IASB and are presented in Naira.

3. Rounding

Certain numerical figures included in this Shelf Prospectus have been subject to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

4. Forward-Looking Statements

Certain statements included herein and in any Pricing Supplement may constitute forward-looking statements that involve a number of risks and uncertainties because they relate to events and depend on circumstances that may or may not occur in the future. Such forward looking statements can be identified by the use of words such as "believes", "expects", "may", "are expected to", "intends", "will", "will continue", "should", "would be", "seeks", "approximately" or "anticipates" or similar expressions or the negative thereof or other variations thereof or comparable terminologies. These forward-looking statements include all matters that are not historical facts and include statements regarding the Issuer's intentions, beliefs or current expectations concerning, amongst other things, the Issuer's operating results, financial condition, liquidity, prospects, growth, strategies and the industry in which it operates.

Prospective investors should be aware that forward-looking statements are not guarantees of future performance and that the Issuer's actual results of operations, financial condition and liquidity, and the development of the industry in which the Issuer operates, as this may differ materially from those made in or suggested by the forward-looking statements contained in this Shelf Prospectus. Such forward-looking statements are necessarily dependent on assumptions, data or methods that may be incorrect or imprecise and that may be incapable of being realized.

The Issuer is not obliged to and does not intend to, update or revise any forward looking statements made in this Shelf Prospectus whether as a result of new information, future events or otherwise. All subsequent written or oral forward-looking statements attributed to the Issuer, the Issuing Houses or persons acting on the Issuer's behalf, are expressly qualified in their entirety by the cautionary statements contained throughout this Shelf Prospectus. A prospective investor of the Bonds should not place undue reliance on these forward-looking statements.

Factors that could cause actual results to differ materially from the Issuer's expectations are contained in the cautionary statements in this Shelf Prospectus and include, among other things, the following:

- a. overall political, economic and business conditions in Nigeria;
- b. economic and political conditions in international markets, including governmental changes;
- c. changes in tax requirements, including tax rate changes, new tax laws and revised tax law interpretations;
- d. changes in government regulations, especially those pertaining to the Issuer's industry;
- e. competitive factors in the industries in which the Issuer and its customers operate;
- f. the demand for the Issuer's products and services;
- g. interest rate fluctuations and other capital market conditions;
- h. Exchange rate fluctuations;
- i. the timing, impact and other uncertainties of future actions; and
- j. other national emergencies

The sections of this Shelf Prospectus titled "**Risk Factors**", "**Description of MCM Funding SPV Plc**" and "**Statutory and General Information**" contain more detailed discussions of the factors that could affect the Issuer's future performance and the industry in which it operates. In light of these risks, uncertainties and assumptions, the forward-looking events described in this Shelf Prospectus may not occur.

5. Third Party Information

The Issuer obtained certain statistical and market information that is presented in this Shelf Prospectus in respect of the Nigerian Private Equity sector, the Nigerian economy and the Nigerian political landscape in general from certain government and other third-party sources as identified where it appears herein.

There is not necessarily any uniformity of views among such sources as to such information provided. The Issuer has not independently verified the information included in this section. Some of the information in this Shelf Prospectus have been derived substantially from publicly available information, such as annual reports, official data published by the Nigerian government or regional agencies or other third-party sources as indicated in the text. The Issuer has accurately reproduced such information and, so far as the Issuer is aware and is able to ascertain, no facts have been omitted that would render the reproduced information inaccurate or misleading. The Issuer has relied on the accuracy of this information without independent verification.

Nevertheless, prospective investors are advised to consider these data with caution. Market studies are often based on information or assumptions that may not be accurate or appropriate, and their methodology is inherently predictive and speculative. Neither the Issuer nor the Issuing Houses have independently verified the figures, market data or other information on which third parties have based their studies.

Certain statistical information reported herein has been reproduced from official publications of, and information supplied by, a number of government agencies and ministries, and other governmental and intergovernmental organisations, including the CBN; the International Monetary Fund ("IMF"); the Debt Management Office (the "DMO"); the NBS and the World Bank.

4. ISSUE OF PRICING SUPPLEMENTS

Following the publication of this Shelf Prospectus, Pricing Supplement(s) shall be prepared by the Issuer and the Issuing Houses for each series of Bonds to be issued under the Programme in accordance with the SEC Rules.

Statements contained in any Pricing Supplement(s) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Shelf Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Shelf Prospectus.

In the event of any significant new matter, material mistake or inaccuracy relating to the information included in this Shelf Prospectus which is capable of affecting the assessment of the Bonds, the Issuer will prepare an addendum to this Shelf Prospectus or publish either a Supplemental Shelf Prospectus or a new Shelf Prospectus which shall be read in conjunction with this Shelf Prospectus in connection with any subsequent issuance of Bonds.

MCM FUNDING SPV PLC

RC: 6979479

14th September 2023

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

ESTABLISHMENT OF A ₦50 BILLION BOND ISSUANCE PROGRAMME BY MCM FUNDING SPV PLC ("THE PROGRAMME"): DECLARATION BY THE ISSUER

This Shelf Prospectus has been prepared by the Issuing Houses on behalf of **MCM Funding SPV Plc** ("the Issuer"), with a view to providing information and disclosures on relevant aspects of the Issuer and its business in connection with the establishment of the ₦50 Billion Bond Issuance Programme.


We hereby make the following declarations in respect of the Programme:

1. We confirm that the information contained in the Shelf Prospectus is, to the best of our knowledge, in accordance with the material facts and contains no omission likely to affect its import nor which will render any statements herein misleading or untrue;
2. There has been no significant change in the financial condition or material adverse change in the prospects of the Issuer as of the date of publication of the Shelf Prospectus;
3. The Issuer is not in breach of any of the terms and conditions in respect of borrowed monies which would result in the occurrence of any event of default and an immediate recall of such borrowed monies during the 12 (twelve) months preceding the date of this Shelf Prospectus; and
4. No prosecution has been commenced against the Issuer during the 12 (twelve) months preceding the date of the Shelf Prospectus in respect of any breach or contravention of any provision of the Companies and Allied Matters Act, 2020, securities law, or the listing requirements of any securities exchange on which the securities of the Issuer are listed.

Signed for and on behalf of
MCM FUNDING SPV PLC by its duly authorised representatives:


Name: Theresa Orji
Director


Name: Ekiomako Chukwuneta
Director

 AJIBOLA ASOLO
Name: Afuko and Oyebode
Company Secretary


PRINCE ABDUL-MUJIB
ADETOKUNBO MUMUNI
Legal Practitioner & Notary Public
28, Joseph Str, Lagos Island



Plot 266b Kofo Abavomi Street, Victoria Island, Lagos

30 October, 2023

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

ESTABLISHMENT OF A ₦50 BILLION BOND ISSUANCE PROGRAMME BY MCM FUNDING SPV PLC ("THE PROGRAMME"): DECLARATION BY THE SPONSOR

This Shelf Prospectus has been prepared by the Issuing Houses on behalf of MCM Funding SPV Plc ("the Issuer") and MBO Capital Management Limited ("the Sponsor"), with a view to providing a description of the relevant aspects of the Issuer and its business in connection with the establishment of the ₦50 Billion Bond Issuance Programme.

We hereby make the following declarations in respect of the Programme:

1. We confirm that the information contained in the Shelf Prospectus, is, to the best of our knowledge, in accordance with the material facts and contains no omission likely to affect its import nor which will render any statements herein misleading or untrue;
2. There has been no significant change in the financial condition or material adverse change in the prospects of the Sponsor as of the date of publication of the Shelf Prospectus;
3. The Sponsor is not in breach of any of the terms and conditions in respect of borrowed monies which would result in the occurrence of any event of default and an immediate recall of such borrowed monies during the 12 (twelve) months preceding the date of this Shelf Prospectus; and
4. No prosecution has been commenced against the Sponsor during the 12 (twelve) months preceding the date of the Shelf Prospectus in respect of any breach or contravention of any provision of the Companies and Allied Matters Act, 2020, securities law, or the listing requirements of any securities exchange on which the securities of the Issuer are listed.

Signed for and on behalf of
MBO Capital Management Limited by its duly authorised representatives:



Name: Jide Ogundare
 Managing Director



Name: Stellamaris Mordi
 Chief Financial Officer



Name: Olubusola Aigbogun
 Company Secretary




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The Board: O.A. Lalufé (chairman), M.B. Ogundare (Chief Executive), H.T. Davies, E.T. Nzekwu
 Registered Address: 9th Floor, St. Nicholas House, Catholic Mission Street, Lagos
 Company Registered in Nigeria: RC 1022466

6. THE PROGRAMME

A copy of this Shelf Prospectus, together with the documents specified herein, has been delivered to the SEC for clearance and registration. The registration of this Shelf Prospectus and any subsequent Pricing Supplement shall not be taken to indicate that the SEC endorses or recommends the Bonds to be issued under the Programme or assumes responsibility for the correctness of any statements made or opinions or reports expressed herein.

This Shelf Prospectus is issued in compliance with the ISA, the SEC Rules and the Listing requirements of FMDQ and NGX, and contains particulars in compliance with the requirements of SEC for purposes of giving information to the public with regards to the ₦50,000,000,000 Bond Issuance Programme established by the Issuer. The specific terms of each Series of Bonds in respect of which this Shelf Prospectus is being delivered will be set forth in the Pricing Supplement and shall include the specific designation, aggregate principal amount, currency or currency unit for which the Bonds may be purchased, maturity, interest provisions, authorized denominations, Issue Price, any terms of redemption and other specific terms. In the event that any issue under the Programme is to be listed, an application will be made to FMDQ and/or NGX for the admission of such Bonds to its official list.

The Directors of the Issuer collectively and individually accept full responsibility for the accuracy of the information given and confirm, having made all reasonable enquiries that to the best of their knowledge and belief, there are no facts, the omission of which would make any statement herein misleading or untrue.

Investors are advised to note that the liability for false or misleading statements or acts made in connection with this Shelf Prospectus is provided in Sections 85 and 86 of the ISA.

LEAD ISSUING HOUSE/BOOK RUNNER



CHAPEL HILL DENHAM

RC 1381308

JOINT ISSUING HOUSES/BOOK RUNNERS



THIS SHELF PROSPECTUS IS DATED 10TH DAY OF JANUARY 2025

on behalf of

MCM FUNDING SPV PLC

RC 6979479

is authorized to issue this Shelf Prospectus

in respect of the

₦50,000,000,000 Bond Issuance Programme

This Shelf Prospectus contains:

1. on pages 12 to 13, the declaration to the effect that the Issuer and Sponsor did not breach any terms and conditions in respect of borrowed monies which resulted in the occurrence of an event of default and an immediate recall of such borrowed monies during the twelve calendar months immediately preceding the date of filing the application with the SEC for the registration of this Shelf Prospectus;
2. on pages 70 to 71, the Reporting Accountants Report prepared by PricewaterhouseCoopers (PWC) of the audited financial statements for the years ended December 31, 2019 to December 31, 2023 for incorporation into this Shelf Prospectus;
3. on pages 69, an extract of the Credit Rating Announcement on the Sponsor by DataPro Limited for incorporation in this Shelf Prospectus; and
4. on pages 75 to 76, the legal opinion issued by the Solicitors to the Issue, Banwo & Ighodalo, on the impact of claims and litigation against the Issuer and Sponsor.

Validity Period of the Shelf Prospectus and Delivery of Documents:

This Shelf Prospectus is valid for three (3) years from the date of SEC approval; that is, until December 2027. No Bonds shall be issued on the basis of this Shelf Prospectus read together with any Pricing Supplement issued pursuant hereto later than three (3) years after the issue date indicated on the cover of this Shelf Prospectus, except as may be authorized by the SEC. This Shelf Prospectus can be obtained at the offices of the Issuer and the Issuing Houses throughout the validity period.

7. PARTIES TO THE PROGRAMME

Corporate Directory of the Issuer - MCM Funding SPV Plc

Head Office:

MCM Funding SPV Plc
Plot 266B,
Kofo Abayomi Street
Victoria Island
Lagos

Website:




www.mbocapital.com

Contact telephone number and email:

E-mail: mcmfundingspv@mbocapital.com

Telephone: +234 1 4608193 – 4

Directors and Company Secretary of the Issuer

The Issuer	MCM Funding SPV Plc Plot 266B, Kofo Abayomi Street, Victoria Island, Lagos Website: www.mbocapital.com E-mail: mcmfundingspv@mbocapital.com Telephone: +234 1 4608193 – 4
Directors	Theresa Orji Director Plot 266B, Kofo Abayomi Street Victoria Island Lagos  THERESA ORJI
	Ekiomado Chukwuneta Director Plot 266B, Kofo Abayomi Street Victoria Island Lagos  THERESA ORJI
Company Secretary	Aluko & Oyebode 1, Murtala Muhammed Drive, Ikoyi Lagos  ADIBOLA AS 20

Directors and Company Secretary of the Sponsor

The Sponsor	MBO Capital Management Limited 20 Alexander Avenue, Ikoyi, Lagos
Directors	Dr. Olufemi A. Lalude Chairman 20 Alexander Avenue, Ikoyi, Lagos <i>A.A. Adebisi Adekunle Adebisi</i>
	Harry Tomi Davies Director 20 Alexander Avenue, Ikoyi, Lagos <i>A.A. Adebisi Adekunle Adebisi</i>
	Theresa Eyamba Nzekwu Director 20 Alexander Avenue, Ikoyi, Lagos <i>A.A. Adebisi Adekunle Adebisi</i>
	Michael Babajide Ogundare Director 20 Alexander Avenue, Ikoyi, Lagos <i>A.A. Adebisi Michael Babajide Ogundare</i>
	Adekunle Adebisi Director 20 Alexander Avenue, Ikoyi, Lagos <i>A.A. Adebisi Adekunle Adebisi</i>
Company Secretary	Olubusola Aigbogun Company Secretary 20 Alexander Avenue, Ikoyi, Lagos <i>A.A. Adebisi Adekunle Adebisi</i>

Professional Parties to the Programme

Lead Issuing House/ Book Runner	Chapel Hill Denham Advisory Limited 10 Bankole Oki Street Ikoyi Lagos <i>A.A. Adebisi Kemi Awolurin</i>
Joint Issuing Houses /Book Runners	FCSL Asset Management Company Limited 15 Ribadu Road Off Awolowo Road, Ikoyi, Lagos <i>A.A. Adebisi Adekunle Adebisi</i>
	Afrinvest Capital Limited

	<p>27 Gerrard Road, Ikoyi, Lagos</p> <p><i>[Signature]</i> SURU DANIELS</p> <p>ARM Securities Limited 1 Mekunwen Road, Off Oyinkan Abayomi Drive, Ikoyi, Lagos</p> <p><i>[Signature]</i> <i>Osathon Daremuwa</i></p> <p>Coronation Merchant Bank Limited 10 Amodu Ojikutu Street, Off Saka Tinubu Street, Victoria Island, Lagos</p> <p><i>[Signature]</i> Paul Abigam</p>
Solicitor to the Issue	<p>Banwo & Ighodalo 48 Awolowo Road, South West, Ikoyi Lagos</p> <p><i>[Signature]</i> Alezieh Muse - Scobig</p>
Solicitor to the Issuer	<p>Aluko & Oyebo 1 Murtala Muhammed Drive, Ikoyi, Lagos</p> <p><i>[Signature]</i> ATIBOLA ASOLO</p>
Joint Trustees	<p>Vetiva Trustees Limited Plot 266B, Kofo Abayomi Street, Victoria Island, Lagos</p> <p><i>[Signature]</i> THERESA ORJI</p> <p>ARM Trustees Limited 1 Mekunwen Road, Off Oyinkan Abayomi Drive, Ikoyi, Lagos</p> <p><i>[Signature]</i> GOZIE ALOZIEUWA</p> <p>Advised by: Duale, Ovia and Alex-Adedipe Plot 3b, Block 129, Jide Sawyerr Drive Lekki Phase 1 Lagos</p>
Auditor	<p>S.S. Afemikhe & Co. Plot 46, Ishawu Street, Off Modupe Johnson Crescent, Surulere Lagos</p> <p><i>[Signature]</i> S.S. AFEMIKHE & CO.</p>
Stockbroker to the Issue	<p>FCSL Asset Management Company Limited 15 Ribadu Road Off Awolowo Road, Ikoyi,</p> <p><i>[Signature]</i> Adekunle Adesiji</p>

<p>Registrar</p>	<p>Lagos CardinalStone Registrars Limited 335/337 Herbert Macaulay Road, Yaba, Lagos <i>Raymond Akwote</i> Website: www.cardinalstoneregistrars.com E-mail: registrars@cardinalstone.com Telephone: 01-7120090</p>
<p>Reporting Accountant</p>	<p>PricewaterhouseCoopers (PWC) Limited Landmark Towers, 5B, Water Corporation Road, Victoria Island, Lagos <i>Adeloya</i> OMOBOLANLE ADEKOYA</p>
<p>Rating Agency</p>	<p>DataPro Limited Foresight House (opposite Elephant House), 163/165 Broad Street, Lagos Island, Lagos <i>M. Jesse</i> MATTHEW JESSE</p>
<p>Receiving Banks</p>	<p>Access Bank Plc 14/15 Prince Alaba Abiodun Oniru Rd, Victoria Island, Lagos <i>Babajide Oladunjoye</i></p> <p>Zenith Bank Plc 87 Ajose Adeogun St, Victoria Island, Lagos <i>Adegunye Adepoju</i> <i>George</i></p>

8. TRANSACTION OVERVIEW

This section contains summarized information of aspects of the Programme and characteristics of the Bonds. This summary is not exhaustive, nor does it purport to be a complete or professional review of the investment situation regarding the possible purchase of the Bonds, which you may currently be considering. This summary should be read as an introduction to this Shelf Prospectus, as such, it should be read in conjunction with the remainder of this Shelf Prospectus and the Applicable Pricing Supplement. Investors should read the entire Shelf Prospectus carefully, especially the risks involved in investing in the Bonds which are discussed under “Risk Factors” commencing on page 53.

Description of Transaction Structure

The Issuer, MCM Funding SPV Plc, is a special purpose vehicle set up specifically to finance the Sponsor’s funding requirements, by issuing Bonds to the general public, particularly to Qualified Institutional Investors and HNI. Accordingly, proceeds of the Bonds will finance the purchase by the Issuer of the Intercompany Bonds from the Sponsor in accordance with the terms of the MNPA between the Issuer, the Sponsor and the Trustee dated January 10, 2025. The Issuer will issue the Bonds for the sole purpose of funding the purchase by the Issuer of the relevant Intercompany Bonds issued by the Sponsor. The Intercompany Bonds will have the characteristics that demonstrate the capacity to generate funds to service any payments due and payable on the Bonds. Therefore, the terms of the Bonds will largely be consistent with the terms of the Intercompany Bonds.

Utilization of the Issue Proceeds

Pursuant to the MNPA entered into between the Sponsor, the Issuer and the Trustee, the Issuer shall purchase the Intercompany Bonds from the Sponsor, with the net proceeds of the Bonds.

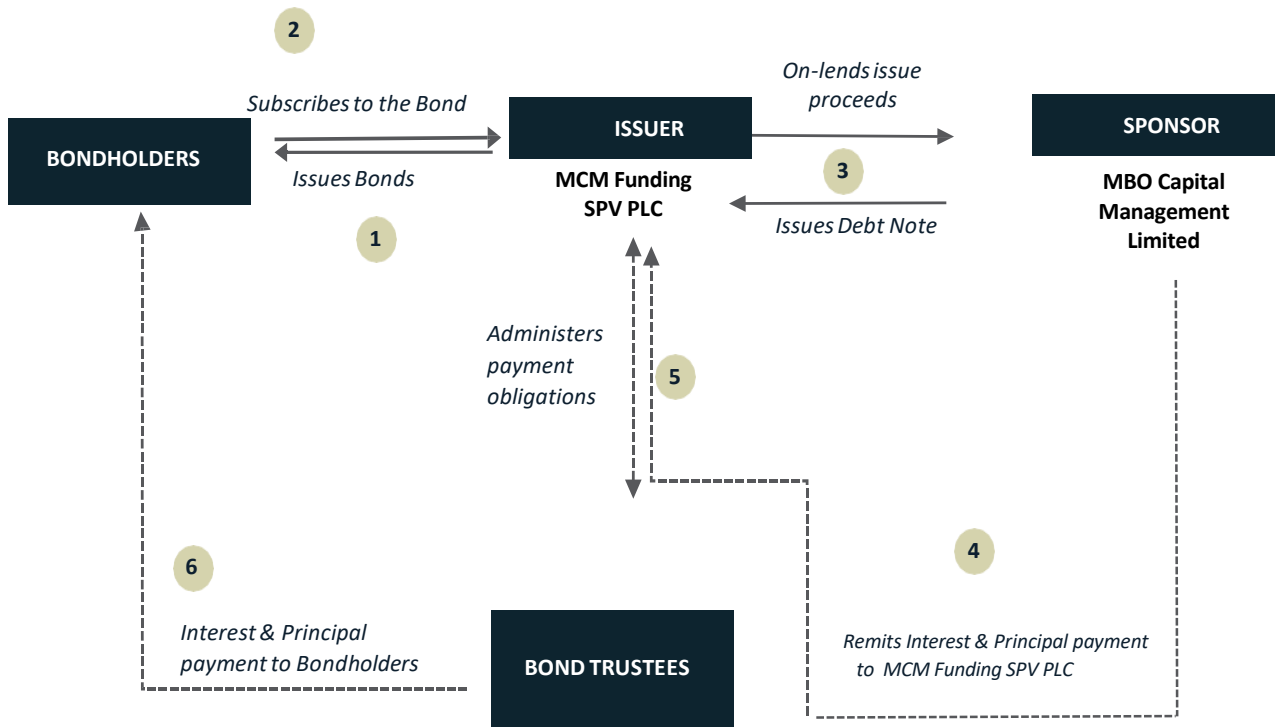
Servicing of the Bonds

The semi-annual payment of Coupons and the scheduled repayment of principal, in accordance with the repayment schedule in the Pricing Supplement, will be serviced with payments received from the Sponsor on the Intercompany Bonds issued in accordance with the terms of the MNPA.

Deed of Covenant

The Bonds are backed by a Deed of Covenant issued by the Sponsor in favour of the Trustee (on behalf of the Bondholders) in support of all the payment obligations of the Issuer under the Programme, and the Sponsor irrevocably undertakes, as primary obligor to pay all amounts due in respect of all Bonds issued under the Programme in accordance with the terms of the Deed of Covenant.

Illustration of Issuance Programme



1. MBO Capital Management Limited (MCM), being a private company, has incorporated a special purpose vehicle, **MCM Funding SPV Plc** – a legal entity formed for the sole purpose of issuing securities to the public. MBO Capital Management Limited is a Sponsor to MCM Funding SPV Plc’s bond programme registration, and all ensuing issues.
2. Investors will subscribe to MBO Funding SPV Plc’s Bond issue and the proceeds are then on-lent to MBO Capital Management Limited through the issuance of Notes.
3. MBO Funding SPV Plc purchases Corporate Debt Notes issued by MBO Capital Management Limited in accordance with the terms of the Master Notes Purchase Agreement.
4. Periodic interest and principal payments are made to the SPV by MBO Capital Management Limited.
5. Periodic interest and principal payments due to Bondholders are made to the Trustees (also appointed as Shareholders to the SPV) in line with the terms of the applicable Trust Deed.
6. The Trustee pays interest and principal to Bondholders in accordance with the terms in the offer document.

9. SUMMARY OF THE PROGRAMME

The following information should be read in conjunction with the full text of this Shelf Prospectus, from which it is derived. The information provided below is a brief summary of the key features of the Bonds to be issued under the Programme and a description of the Issuer. This summary does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Shelf Prospectus, any Supplementary Prospectus and/or the Pricing Supplement and other documents, if any, incorporated by reference into this Shelf Prospectus.

Terms	Definitions
Issuer	MCM Funding SPV Plc
Sponsor/Co-Obligor/Note Issuer	MBO Capital Management Limited
Programme Description	<p>A Bond issuance programme being undertaken by MCM Funding SPV Plc pursuant to which Bonds with varying maturities may be issued, the maximum aggregate Principal Amount outstanding of which shall not exceed the Programme Size.</p> <p>The shelf registration approved by the SEC has a three (3) year validity period commencing on the date of the issue of this Shelf Prospectus. No Bonds shall be offered on the basis of this Prospectus after the expiration of the Validity Period, except as may be authorized by the SEC.</p> <p>Under the terms of the Programme, Senior Bonds, Subordinated Bonds, Fixed Rate Bonds, Floating Rate Bonds, Zero Coupon Bonds, Index-Linked Bonds and any combinations thereof may be issued, all of which shall be denominated in Naira or in such other currency as may be agreed between the Issuer and the Issuing Houses and specified in the Pricing Supplement.</p> <p>The Bonds shall be constituted by the Programme Trust Deed. A Series Trust Deed will be issued in respect of each Series</p>
Programme Limit	₦50,000,000,000 (Fifty Billion Naira)
Issuing Houses/Book Runners	Chapel Hill Denham Advisory Limited, FCSL Asset Management Company Limited, Afrinvest Capital Limited, ARM Securities Limited, Coronation Merchant Bank Limited and any capital market operator that the Issuer may appoint as a Joint Issuing House/Book Runner
Trustees	Vetiva Trustees Limited and ARM Trustees Limited
Use of Proceeds	The Use of Proceeds for each Bond series issuance will be specified in the Pricing Supplement
Methods of Issue	Bonds under this Programme may be issued by way of a public offering, private placement, a Book Building process and/or any other methods as described in the Pricing Supplement and as approved by SEC from time to time
Issuance in Series	The Bonds will be issued in series and each Series may comprise one or more tranches issued on different dates. The Bonds in each Series will have the same maturity date and identical terms (except that the Issue Date, Issue Price, Interest Payment Dates and related matters may be different). Details applicable to each Series will be specified in the Pricing Supplement
Coupon Rates	Bonds may be interest-bearing or non-interest bearing. Coupon (if applicable) may be fixed or floating rate as indicated in the Pricing Supplement(s)
Currency	The Bonds shall be denominated in Naira (₦) or any other currency as may be agreed between the Issuer and the Issuing House(s) and specified in the Pricing Supplement, subject to compliance with all applicable legal and regulatory requirements

Fixed Rate Bonds	Fixed Rate Bonds will bear Coupons which will be payable in arrears on each Coupon Payment Date as may be specified in the Pricing Supplement(s)	
Issue Price	The Bonds may be issued at their Principal Amount or at a premium or discount to their Principal Amount, as specified in the Pricing Supplement(s)	
Denominations	The Bonds will be issued in such denominations as may be agreed between the Issuer and the Issuing Houses and as specified in the Pricing Supplement(s), subject to compliance with all applicable legal and regulatory requirements	
Event of Default	The events of default under the Bonds are as specified within the Trust Deed and Series Trust Deed(s)	
Form of Bonds	The Bonds shall be issued in registered form and shall be transferable. The issue and ownership of the Bonds will be effected and evidenced by the particulars of the Bonds being entered in the Register of Bondholders by the Registrar and the Bonds being electronically registered in the CSD account of the Bondholder	
Tenor	The tenor of a particular series of Bonds shall be determined by the Issuer and the Issuing Houses and specified accordingly in the Pricing Supplement for the Bonds being issued	
Other Terms and Conditions	Terms applicable to each Series as specified in the Pricing Supplement other than those specifically stated in this Shelf Prospectus	
Coupon and Principal Payment	The Issuer shall settle the coupon and principal on each Series to Bondholders on the dates stated in the Pricing Supplement	
Principal Redemption	Each Series will be redeemed on the date(s) specified in the Pricing Supplement	
Early Redemption	Early redemption will be permitted only to the extent specified in the Pricing Supplement and subject to any applicable legal or regulatory provisions	
Redemption Amounts	The Pricing Supplement will specify the amount being redeemed or, if applicable the basis for calculating the redemption amounts payable	
Frequency	The frequency of Coupon payments and any other monies due on the Bonds shall be specified in the Pricing Supplement for the Bonds being issued	
Taxation	<p>The Issuer shall be required - by law - to withhold tax on the coupons accruing on Bonds held by corporate entities. This requirement to deduct withhold tax is without exception as regards corporate entities and the Issuer shall be obliged to deduct the tax from coupon payments to corporate bondholders. These provisions are however not applicable to individual bondholders. Bonds held by individuals are exempt from taxation in Nigeria in accordance with the Personal Income Tax (Amendment) Act 2011. The exemption under the Personal Income Tax Act is indefinite. In the event of disposal of Bonds held, the proceeds from the sale of the Bonds are exempt from tax imposed under the VAT Act by virtue of the Finance Act 2020 ("Finance Act").</p> <p>Section 10(2) of the Pension Reform Act (PRA) 2014 exempts all interests, dividends, profits, investment and other income accruable to pension funds and assets from taxation.</p>	
Sponsor's Rating	Rating Agency	Credit Rating (Long Term)
	DataPro Limited	BBB+
Bond Ratings	Ratings for each Series under the Programme will be stated in the applicable Pricing Supplement	
Ranking	The Bonds may be senior or subordinated Bonds as indicated in the applicable Pricing Supplement	
Day Count Convention	The day count conventions for each Bond issued under the Programme will be stipulated in the Pricing Supplement.	

<p>Status of the Bonds</p>	<p>The Programme allows for the issuance of various types of Bonds that can be classified as Senior Bonds or Subordinated Bonds.</p> <p>The Senior Bonds are direct, unconditional, unsecured obligations of the Issuer and shall at all times rank pari passu and without any preference of one above the other by reason of priority of date of issue, currency of payment or otherwise. The payment obligations of the Issuer under the Senior Bonds and in respect of currency of payment, principal and any Coupon thereon shall at all times rank at least equally with all other senior unsecured obligations of the Company, present and future, except for obligations mandatorily preferred by law applying to companies generally or except to the extent that any such obligations are by their terms expressed to be subordinated in right of payment, amounts and terms of issue to be published by the Issuer from time to time by way of a Pricing Supplement.</p> <p>Subordinated Bonds will rank pari passu without any preference of one above the other by reason of priority of date of issue, currency of payment or otherwise with all other subordinated unsecured obligations of the Company, present and future, except to the extent that any such obligations are by their terms expressed to be subordinated in right of payment to other subordinated unsecured obligations. The Senior Bonds will rank in priority of payment to the Subordinated Bonds.</p>
<p>Listing</p>	<p>Each Series of the Bonds will be Listed on the FMDQ Securities Exchange Limited and/or Nigerian Exchange Limited or any other SEC-registered listing entity as stipulated by the Issuer and as specified in the Pricing Supplement</p>
<p>Pricing Supplement/Supplementary Shelf Prospectus</p>	<p>The final terms of each Series issued under the Programme will be set forth in a Pricing Supplement</p>
<p>Governing Law</p>	<p>The Bond Issuances, Trust Deeds and all related documents (“the Transaction Documents”) will be governed by the laws of the Federal Republic of Nigeria</p>

10. TERMS AND CONDITIONS OF THE PROGRAMME

The following is the text of the general terms and conditions which, subject to amendment and as completed, modified, supplemented, varied or replaced, in whole or in part, by the final terms which are set out in the relevant Series Trust Deed (the “Final Terms”) and, except for the italicised text, will be incorporated by reference into the Bonds

Further information with respect to Bonds of each Series will be given in the relevant Final Terms, which will provide for those aspects of these terms and conditions (“the Conditions”) which are applicable to such Series of Bonds. Certain provisions of these terms and conditions are summaries of, and are subject to, the detailed provisions of the Deed.

The provisions of these Conditions which are applicable to the Bonds issued under the Programme shall be deemed to be completed by the information contained in the relevant Final Terms. Bonds may be issued in separate tranches, which together with other tranches, may form a series of bonds. Any provision 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; alternative or optional provisions of these Conditions as to which the corresponding provisions of the Final Terms are not completed or are deleted shall be deemed to be deleted from these Conditions; and all provisions of these Conditions which are inapplicable to the Bonds shall be deemed to be deleted from these Conditions, as required to give effect to the terms of the relevant Final Terms.

The Programme is constituted by and under the Programme Trust Deed dated on or about the date of this Prospectus between MCM Funding SPV Plc (“**the Issuer**”); MBO Capital Management Limited (“**the Sponsor**”); Vetiva Trustees Limited and ARM Trustees Limited, which are jointly referred to as the Trustees, and as supplemented by the relevant Series Trust Deed between the Parties in respect of each Bond issued pursuant to the Programme. The Bondholders are entitled to the benefit of and are bound by, and are deemed to have notice of, all the provisions of the Programme Trust Deed and the Series Trust Deeds as applicable to them. Copies of the Trust Deed(s) are available for inspection between the hours of 10:00am and 4:00pm on any Business Day at the designated office of the Trustees and as specified in the Series Trust Deed.

Any Series of Bonds which is to be created and issued pursuant to the Programme Trust Deed shall be constituted by, be subject to and have the benefit of a Series Trust Deed (“**the Series Trust Deed**”) between the Issuer, and the Trustee. The Issuer shall execute and deliver such Series Trust Deed to the Trustee containing such provisions (whether or not corresponding to any of the provisions contained in the Programme Trust Deed) as the Trustee may require. Each Series Trust Deed shall set out the form of the Series of Bonds to be so constituted.

These Conditions include summaries of, and are subject to the detailed provisions of the Programme Trust Deed and the relevant Series Trust Deed. The Bondholders are entitled to the benefit of and are bound by, and are deemed to have notice of, all the provisions of the Programme Trust Deed and the relevant Series Trust Deed applicable to them.

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

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

1. Form, Denomination and Title-

- 1.1 Bonds shall be issued in registered form in denominations specified in the Series Trust Deed relating to the relevant Series. The Bonds issued under the Programme may be fixed rate bonds, floating rate bonds, zero coupon bonds or a combination of such bonds in denominations as may be specified in the Pricing Supplement

- 1.2. The Bonds will be issued in uncertificated (dematerialised or book-entry) form, which shall be registered with a separate securities identification code with the appropriate CSD.
- 1.3. A Series of Bonds may be listed on the relevant Exchange, subject to any Applicable Laws. The Pricing Supplement will specify whether or not a Series or Tranche of Bonds will be listed and on which Exchange(s) they are to be listed (if applicable).
- 1.4. The title to the Bonds which will be issued in uncertificated form shall be effected in accordance with the rules governing transfer of title in securities held by the CSD. In these Conditions, Bondholders and (in relation to a Bond) holder means the person in whose name a Bond is registered in the Register of Bondholders.

2. **Repayment**

The principal on the Bonds will be repaid either on the relevant Maturity Date or on an amortising basis in accordance with the terms of the Series or on such date as the Trustee in accordance with the Programme Trust Deed declares the Bonds to have become immediately repayable, together with such premium (if any) agreed on such Bonds.

3. **Redemption**

3.1 Unless previously redeemed or purchased and cancelled, the Issuer will redeem the Bonds at their Principal amount on such dates as specified in the Series Trust Deed.

3.2 *Redemption by Instalments*

The Bonds may be partially redeemed by instalments on such dates and at such amounts specified in the applicable Final Terms and the payments made in instalments shall reduce the Principal Amount Outstanding on such Bond until fully redeemed at the final Maturity Date.

3.3 *Redemption prior to Maturity*

3.3.1 Subject to the terms of the relevant Series Trust Deed, the Issuer shall be entitled at any time to redeem the whole or any part of the Bonds upon giving the holders of the Bonds to be redeemed, a minimum of Twenty (20) days and maximum of Sixty (60) days' notice of its intention to do so. Such notice shall state the amount of the Bond due for redemption, and the condition under which such redemption is to be effected.

3.3.2 The Issuer shall only redeem the Bonds on a Coupon Payment Date and not otherwise.

3.3.3 At the expiration of the notice in Condition 3.3.1 above, the Issuer shall be entitled and bound to redeem the Bonds in respect of which such notice has been given.

3.3.4 Early redemption shall take place on such terms as shall be agreed in the relevant Series Trust Deed

3.3.5 In the case of redemptions made under this Condition, not less than Twenty (20) days and not more than Sixty (60) days, previous notice in writing of the date fixed for redemption, which shall be a Coupon Payment Date, shall be given by the Issuer to each Bondholder any of whose Bonds is to be redeemed.

3.4 *Redemption for Taxation Reasons*

If the Issuer satisfies the Trustee and Commission immediately before giving of the notice referred to below that:

- (a) it has or will become obliged to pay additional amounts as a result of any change in, or amendment to, the laws or regulations of the Federal Republic of Nigeria or any political subdivision or any authority having power to tax or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date; and
- (b) the requirement cannot be avoided by the Issuer taking reasonable measures available to it, the Issuer may at its option, having given not less than Twenty (20) nor more than Sixty (60) days' notice to the Bondholders (which notice shall be irrevocable and shall oblige the Issuer to redeem the Bonds on the relevant Redemption Date at the Redemption Amount plus accrued interest (if any) to such date, *provided that* no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts, were a payment in respect of the Bonds then due. Prior to the publication of any notice of redemption pursuant to this Condition 3.4, the Issuer shall deliver to the Trustee a certificate signed by two directors of the Issuer stating that the requirement referred to in subparagraph (i) above will apply on the next Coupon Payment Date and cannot be avoided by the Issuer taking reasonable measures available to it, and the Trustee shall be entitled to accept the certificate as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Bondholders.

4. **Purchase of Bond by the Issuer**

The Issuer may at any time and from time to time purchase any part of the Bonds through the Exchange, but not otherwise. Any Bond so purchased will be cancelled and will not be available for re-issue.

5. **Status of the Bonds**

Unless otherwise provided in the Final Terms, the Bonds are direct, unsecured, senior or subordinated (as the case may be) and unconditional obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves. The payment obligations of the Issuer under the Bonds and in respect of Principal and any Coupon on the Bonds shall at all times rank at least equally with all senior or subordinated (as the case may be) unsecured obligations of the Issuer, present and future except for obligations mandatorily preferred by law applying to companies generally.

6. **Negative Pledge**

For as long as any of the Bonds are outstanding, the Issuer shall not:

- 6.1. create (without the prior written consent of the Trustee, such consent not to be unreasonably withheld) any Security Interest to secure any Financial Indebtedness, unless the Issuer's obligations under the Bonds are secured equally and rateably with the said obligations or have the benefit of such other security, guarantee, indemnity or other arrangement as the Trustee in its absolute discretion shall deem not to be materially less beneficial to the Bondholders **PROVIDED THAT** the restrictions in this Condition 6.1 will not apply to Permitted Indebtedness.; and
- 6.2. directly or indirectly secure any other Financial Indebtedness represented by bonds or any other debt securities which are, or are capable of being, traded or listed on any stock exchange or over-the-counter or similar securities market without the prior consent of the Trustee, **PROVIDED THAT** the restrictions in this Condition 6.2 will not apply to Permitted Indebtedness.

7. **Coupon**

The Bonds of any Series which bear Coupon shall from the Coupon Commencement Date bear Coupon at the Coupon rate(s) specified in or determined in accordance with the specific Pricing Supplement and such coupon will be payable in respect of each Coupon Period on the Coupon Payment Date(s) specified in the Pricing Supplement. The Coupon payable on the Bonds of any Series for a period other than a full Coupon Period shall be determined in accordance with the Pricing Supplement.

7.1. *Fixed Rate Bonds*

7.1.1 The fixed rate Bonds (being those Bonds that specify that Coupon is payable at a fixed rate) shall bear Coupon on the Principal Amount Outstanding at the Coupon rate specified in the Final Terms from (and including) the Coupon Commencement Date to (but excluding) the Maturity Date. Coupon shall be payable in arrears on the Coupon Payment Date in each year.

7.1.2 If Coupon is required to be calculated for a period other than a full year, such Coupon shall be calculated on the basis of the actual number of days elapsed divided by three hundred and sixty-five (365) or such other method as described in the Pricing Supplement.

7.2. *Coupon on Floating Rate Bonds*

7.2.1. The floating rate Bonds (being those Bonds that specify that coupon is payable at a floating rate) shall bear coupon on its principal amount on such basis as may be described in the Prospectus or Series Trust Deed by reference to a specified floating rate benchmark plus a margin.

7.2.2. Coupon on the floating rate Bonds shall accrue from (and including) the Coupon Commencement Date and the Coupon payable from time to time in respect of each of the floating rate Bonds will be determined in the manner specified in the Final Terms.

8 **Cancellation of Bonds**

Any part of the Bonds redeemed or purchased shall be cancelled and the Issuer shall not keep such Bonds valid for the purpose of re-issue. For so long as the Bond is admitted to listing and or trading on the Exchange and the rules of the Exchange require, the Registrar shall promptly inform the Exchange of the cancellation of any Bonds under this Condition 8.

9 **Trusts**

9.1 Except as required by law or as ordered by a court of competent jurisdiction the Issuer will recognise the Bondholder of any Bond as the absolute owner of such Bond and shall not be bound to take notice or see to the execution of any trust whether express, implied or constructive to which any Bond may be subject.

9.2 The receipt by a Bondholder for the time being of any Bond (or in the case of joint registered holders, the payment to the joint Bondholder whose name stands first in the Register) of the Principal of such Bond or of any other money payable in respect of the Bond shall be good discharge of the Issuer notwithstanding any notice it may have whether express or otherwise of the right, title, interest or claim of any other person to such Principal, Coupon or other money. No notice of any trust whether express, implied or constructive shall (except as provided by statute or as required by a court of competent jurisdiction) be entered on the Register in respect of any Bond.

10 **Freedom from Equities**

Every Bondholder will be recognised by the Issuer as entitled to his Bond, free from any equities, set-off or cross-claim on the part of the Issuer against the original or any intermediate holder of the Bond.

11 Registration and Transfer of Bonds

11.1. *Registration of Bonds*

11.1.1.A Register of the Bonds shall be kept by the Registrar at its office, and there shall be entered in such Register:

- i. The names and addresses of the holders for the time being of the Bonds;
- ii. The amount of the units of Bonds held by every registered holder;
- iii. The account number of the Bondholder; and
- iv. The date at which the names of every registered holder is entered in respect of the Bond standing in his name.

11.2. *Transfer of Bonds*

11.2.1. The Bond is transferable in amounts or integral multiples of an amount specified in the Series Trust Deed.

11.2.2. Transfers of the Bond shall be by an instrument in writing in the form approved by Issuer and the Trustee.

11.2.3. If the Bonds are listed, the Bonds shall be transferred on the FMDQ or NGX or other exchange specified in the Final Terms in accordance with the relevant rules.

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

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

11.2.6. The Issuer and Registrar shall retain all instruments of transfer after registration.

11.2.7. Registration of any Bond transfer shall not be carried out within Fifteen (15) days ending on the due date for any payment of principal or Coupon on that Bond.

12 Transmission

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

12.2 Any person becoming entitled to any Bond in consequence of the death or bankruptcy of any Bondholder or of any other event giving rise to the transmission of such Bond by operation of law may upon producing such evidence of his title as the Registrar(s) shall think sufficient, be registered as the holder of the Bond or subject to Condition 11 may transfer the Bond without being registered as the holder of such Bond.

13 Method of Payment of Principal Money, Coupon and Premium

- 13.1 Only Bondholders named in the Register at the close of business on the fifteenth day (whether or not such fifteenth day is a Business Day) before the relevant due date (the "Record Date") shall be entitled to payment of amounts due and payable in respect of the Bonds.
- 13.2 Payment of the Principal, Coupon and premium (if any) due on all or any part of the Bond will be credited to the bank account nominated for this purpose by the Bondholder (or in the case of joint registered Bondholders) by the joint Bondholders or in case of any eventualities, any other method as the Trustees may determine
- 13.3 Whenever any part of the Bond is redeemed, a proportionate part of each holding of the Bond shall be repaid to the Bondholders.
- 13.4 The Registrar shall give to the Bondholders not less than one (1) month's notice in writing of the time and mode for repayment of the Bonds to be redeemed and each such notice shall state the amount of the Bond for redemption.
- 13.5 At the time and place so fixed for redemption, each Bondholder shall, where applicable, deliver to the Registrar evidence of title to the Bonds issued by the CSD in order that the same may be cancelled together with a receipt for the redemption moneys payable in respect of the Bonds, and upon such delivery, the Trustee acting through the Registrars shall pay the Bondholder the amount payable to him in respect of such redemption, together with all accrued coupon.
- 13.6 If, on the Maturity Date, any Bondholder whose Bonds are liable to be redeemed fails or refuses to accept payment of the redemption moneys payable in respect of the Bond, the moneys payable to such Bondholder shall be paid to the Trustee and the Trustee shall hold the moneys in trust for such Bondholder and Coupon on such Bonds shall cease to accrue as from the date fixed for redemption of the Bond and the Issuer shall subsequently be discharged from all obligations in connection with such Bonds. If the Trustee places the moneys so paid to it on deposit at a commercial bank or invests the same in the purchase of securities for the time being authorized by law for the investment of trust funds, the Trustee shall not be responsible for the safe custody of such moneys or for interest on the same, except such interest (if any) as the said money may earn whilst on deposit or investment, less any expenses incurred by the Trustee.

14 Events of Default

- 15.1 If any of the following events stated in this Condition 15 ("Events of Default") has occurred and is continuing in accordance with the time frame set out below, the Trustee may at its discretion or shall, if so requested in writing by the Majority Bondholders; or if so directed by a Special Resolution of the Bondholders, give written notice to the Issuer declaring the Bonds to be immediately repayable, after which, subject to the applicable Final Terms, the Principal Amount Outstanding on the Bonds together with accrued Coupon shall become immediately due and repayable. The Trustee may, at its discretion and shall upon the request in writing of the Majority Bondholders, or upon being so directed by a Special Resolution and without further notice institute such proceedings as they may think fit to enforce the repayment of the Bonds and/or to enforce the other obligations of the Issuer under this Deed.

15.1.1 *Non-Payment*

If the Issuer fails to pay any sums representing Principal, Coupon and premium (if any) on the Bonds or any fees or other sums within Twenty (20) Business Days after the Payment Date.

15.1.2 *Cross Default*

If any Financial Indebtedness of the Issuer of a value exceeding fifty percent (50%) of the Outstanding Principal Amount and Coupon at the relevant time (or its equivalent in any other currency) in aggregate (for the avoidance of doubt, any amounts being contested in good faith shall not be counted towards such value) is not paid when due or within Twenty (20) Business Days of: (i) its due date; or (ii) the end of any applicable period of grace, whichever is the later.

15.1.3 *Insolvency*

If:

- a) the Issuer is unable, for the purposes of CAMA, to pay their debts, or admit inability to pay their debts as they fall due, suspend making payments on any of its debts and for this purpose debt shall mean an amount not less than fifty percent (50%) of the Outstanding Principal Amount and Coupon at the relevant time (or its equivalent in any other currency);
- b) any corporate action or legal proceeding is concluded and judgment of the High Court or Federal High Court or if that judgment is appealed, the judgment of the Court of Appeal, or Supreme Court as the case may be is given against the Issuer in relation to:
 - i. winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Issuer other than a solvent liquidation or any reorganisation of the Issuer;
 - ii. the appointment of a liquidator (other than in respect of a solvent liquidation) receiver, administrator, administrative receiver or other similar officer in respect of the Issuer or any of its assets; or
 - iii. any analogous procedure or step is taken in any jurisdiction, and such proceeding is not dismissed or terminated on or before the Forty-fifth (45th) Business Day (which would exclude days on which Nigerian courts are on vacation) after the order is made or if any such dismissal or stay ceases to be in effect (or such longer period as the Trustee may permit). Provided that the Issuer have within Ten (10) Business Days filed in good faith legal proceedings in the relevant court for the order to be set aside, dismissed or stayed.

15.1.4 *Cessation of Business*

If the Issuer ceases to conduct all or substantially all of its business, as it now conducts or the Issuer changes all or substantially all of the nature of its business or merges or consolidates with any other entity during the Programme (the "Cessation")

PROVIDED THAT this Condition 15.1.4 shall not constitute an Event of Default where the Issuer can demonstrate to the reasonable satisfaction of the Trustee within a reasonable time after the Cessation that;

- (i) given the assets, business, financial condition and any other relevant circumstance of the continuing entity, the Cessation will not be prejudicial to the interest of Bondholders;
- (ii) the continuing entity has obtained all necessary consents necessary for its assumption of liability as Issuer under this Deed and such approval are at the time of substitution and or addition in full force and effect;

15.1.5 *Winding-up*

Where an order is made or an effective resolution passed for the winding-up or dissolution of the Issuer or where the Issuer shall apply or petition for a winding-up or administration order in respect of itself or ceases or through an official action of its board of directors threaten 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 Trustee or by a Special Resolution of the Bondholders.

15.1.6 If a Material Adverse Effect has occurred;

15.1.7 *Enforcement Proceedings*

If any distress, execution or other process shall be levied or enforced upon or against any material assets and having an aggregate value of Fifty percent (50%) of the Outstanding Principal Amount and Coupon at the relevant time of the Issuer and is not discharged, or stayed within Forty-five (45) Business Days of service by the relevant officer of the court of such attachment, execution or other legal process, or if there is an Encumbrance or a Receiver is appointed over any material assets of the Issuer and such event is certified in writing by the Trustee to be in its opinion materially prejudicial to the interests of the Bondholders. Provided That the Issuer has filed good faith legal proceedings in the relevant court for application for dismissal within (10) Business Days of becoming aware of the order or action.

15.1.8 *Breach of Other Obligations*

If the Issuer defaults in the performance or observance of any covenant, condition, provision or agreement including the representations and warranties, (other than any covenant for the payment of any sum owing on any part of the Bond) binding on them under this Deed and which default will affect the capacity of the Issuer to perform its payment obligations under this Trust Deed, and the Issuer fails to perform fully or make good the breach of such covenant, condition, provision or agreement within thirty (30) days from receipt of notice in writing by the Trustee.

15.1.9 *Seizure/Compulsory Acquisition of Assets*

If any step is taken by any person with a view to the seizure, compulsory acquisition, expropriation or nationalisation of all or a material part of the assets of the Issuer.

16. Notices

16.1. Any notice or other document may be given to or served on any Bondholder either personally or by sending it by electronic mail or by post in a prepaid envelope or delivering it addressed to him at his registered address or (if he desires that notices shall be sent to some other persons or address) to the person at the address supplied by him to the Issuer for giving of notice to him. In addition to the provisions of this Condition 16.1, notices may also be publicised in any two national newspapers.

16.2. In the case of joint registered holders of any Bond, a notice given to the Bondholder whose name stands first in the Register shall be sufficient notice to all the joint holders.

16.3. Any notice or other document duly served on or delivered to any Bondholder under these conditions shall (notwithstanding that such Bondholder is then dead or bankrupt or that any other event has occurred and whether or not the Issuer has notice of the death or the bankruptcy or other event) be deemed to have been duly served or delivered in respect of any Bond registered in the name of such Bondholder as sole or joint holder unless before the day of posting (or if it is not sent by post before the day of service or delivery) of the notice or document his name has been removed from the Register as the holder of the Bond and such service or delivery shall for all purposes be deemed a sufficient service or delivery of such notice or document on all persons interested (whether jointly with or

claiming through or under him) in the Bond.

16.4. Any notice shall be deemed to have been served on the fifth (5th) day following the day which the letter containing the notice is posted and in proving such service it shall be sufficient to prove that the envelope containing the notice or the notice itself was properly addressed, stamped and posted with evidence of delivery provided by the courier. Any notice given by delivery otherwise than by post shall be deemed given at the time it is delivered to the address specified.

17. Prescription

Claims against the Issuer in respect of the Bonds shall be void unless presented for payment as required by Condition 13 within six (6) years from the due date for payment of any amount due on such Bonds.

18. Taxation

All payments of Principal, Coupon and any other sum due in respect of the Bonds shall be subject to withholding or deduction for, any Taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by or within the Federal Republic of Nigeria or any political subdivision or any authority having power to tax. In that event, no additional amounts shall be paid to the Bondholders as a result of such deduction or withholding. Provided however that the Bonds shall enjoy the benefits of the provisions of the Tax Exemptions, and such extension, amendments and modifications the same.

19. Meetings of Bondholders

The rights and duties of the Bondholders in respect of attendance at meetings of Bond holders are set out in the Second Schedule (Provisions for Meetings of Bondholders). Decisions taken at Bondholders meetings may only be exercised by the Trustee in accordance with the Programme Trust Deed or under these Conditions. For the avoidance of doubt, the Conditions of the Bond can only be amended with the consent of the Parties as that term is defined in the Programme Trust Deed.

20. Governing Law

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

11. TAX CONSIDERATIONS

Please note that this information about the tax-exempt status of Bonds and income accruing there from is meant to serve only as a guide and should not be considered as or deemed to be tax advice which can be acted upon by an investor. Investors are advised to seek specific tax advice regarding investment in the Bonds from their professional tax advisers.

Under Nigerian law, income accruing in, derived from, brought into, or received in Nigeria in respect of dividends, interest, royalties, discounts, charges or annuities is subject to tax. Interest shall be deemed to be derived from Nigeria if (a) there is a liability to payment of the interest by a Nigerian company or a company in Nigeria regardless of where or in what form the payment is made, or (b) the interest accrues to a foreign company or person from a Nigerian company or a company in Nigeria regardless of whichever way the interest may have accrued.

Interest payments on the Bonds derived from Nigeria and accruing to both Nigerian investors and non-Nigerian investors would ordinarily be subject to withholding tax in Nigeria at the applicable rate of 10%. Withholding tax on interest payments to a foreign company or foreign residents from a country with which Nigeria has a double taxation treaty will - effective July 1, 2022 - be payable at the rate of between 7.5% and 10% pursuant to the FIRS Circular of May 11, 2022. In view of this, the Company will be required to withhold tax on such payments and remit same to the appropriate tax authorities. Furthermore, in accordance with the provisions of the Finance Act 2019, any expense incurred in deriving tax-exempt income would not be deductible for the purpose of arriving at taxable profit.

Corporate bondholders shall be subject to withholding tax, with the exemption of pension funds.

Bonds held by individuals are exempt from taxation in Nigeria in accordance with the Personal Income Tax (Amendment) Act 2011. The exemption under the Personal Income Tax is indefinite.

The Capital Gains Tax Act, Chapter C1 LFN 2004 ("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. However, by virtue of the Finance Act 2021 there is no capital gains tax payable upon the disposal of any Nigerian government securities.

Section 10(2) of the Pension Reform Act (PRA) 2014 exempts all interests, dividends, profits, investment and other income accruable to pension funds and assets from taxation.

12. OVERVIEW OF THE NIGERIAN ECONOMY

The information in this section has been extracted from documents and other publications released by various officials and other public and private sources, such as the CBN, the International Monetary Fund ("IMF"), the Nigerian Debt Management Office ("DMO"), the National Bureau of Statistics ("NBS"), the Nigerian Federal Ministry of Finance ("FMF") and the Organisation of Petroleum Exporting Countries ("OPEC"), as indicated herein. There is not necessarily any uniformity of views among such sources as to such information provided. We have not independently verified the information included in this section. The information in this section has been derived substantially from publicly available information, such as annual reports, official data published by the Nigerian government or regional agencies, or other third-party sources as indicated in the text.

INTRODUCTION

Nigeria is located in the West African Sub region of Africa occupying a land area of c.923,777 square kilometers. The country is bordered by the Republic of Niger to the North, the Republic of Chad and the Republic of Cameroon to the East, the Republic of Benin to the West and the Atlantic Ocean to the South. With an estimated population of over 220 million people, Nigeria is the most populous country in Africa and ranks 7th in the world. The country's population is forecast to grow at an average of 2.75% annually with its total population expected to reach 230 million by 2025. The NBS also estimates a labour force of 89.51 million people with an average life expectancy of 55 years, according to the United Nations Population Fund (UNFPA).

Nigeria has the eleventh (11th) largest proven crude oil and natural gas reserves in the world (as at 2021 according to the EIA) and consequently relies heavily on oil as its main source of government revenues and foreign exchange earnings. Nigeria is also a significant exporter of cocoa, rubber and cassava, in addition to other significant natural resources.

From the coronavirus disease (COVID-19) induced slowdown in 2020, Nigeria's economy has bounced back markedly. For evidence, post-COVID, the Nigerian economy grew by 3.40% YoY 2021, 5.32 percentage points ahead of the slowdown of 1.92% YoY reported in 2020. The economic growth recorded in 2021 broadly reflects the strong support of the non-oil sector. In 2022, growth slowed slightly by 30 bps to 3.1% YoY and further slowed to 2.74% in 2023.

The table below provides a summary of Nigeria's key economic indicators:

Economic indicators	2017	2018	2019	2020	2021	2022	2023
Nominal GDP (US\$, bn)	376	397	400	432	407	343	230
Real GDP growth (YoY ¹ , %)	0.82	1.91	2.27	-1.92	3.40	3.10	2.74
Population (mn)	191	196	201 ³	206	211	218	223
Inflation (YoY ¹ average)	16.50	12.10	11.40	13.21	16.98	18.8	24.5
Exchange rate (USD/NGN), average	398	362	361	380	404	423	645

Source: Central Bank of Nigeria (CBN), Nigeria Bureau of Statistics (NBS), International Monetary Fund (IMF), World Bank, Bloomberg, Nigeria National Petroleum Corporation (NNPC)

Notes

1. YoY – Year on Year
2. bpd – barrels per day
3. Figures are based on estimates across the respective indicators

in 2023, driven by the Services subsector, which accounted for 56.55% of the real GDP in Q4 2023 and 56.18% of GDP in FY 2023, offsetting declines in Agriculture and Industries, which contributed 25.18% and 18.65% to real GDP in FY 2023 respectively.

Nigeria's economy grew by 2.98% YoY in Q1-24 in real terms. This marked an improvement from the 2.31% YoY growth recorded in Q1-23, but a slowdown compared to the 3.46% YoY growth observed in Q4-23. The GDP performance in Q1 2024 was primarily driven by the Services sector, which recorded a growth of 4.32% and contributed 58.04% to the overall GDP.

The outlook for GDP is expected to be positive in the long term, particularly following the removal of fuel subsidy. Nigeria has spent an estimated cumulative total of N6.3 trillion (approximately US\$14 billion) on subsidies from 2020 to 2022. With the removal of the subsidy, the government was projected to achieve fiscal savings of approximately 2 trillion naira in 2023, which is equivalent to 0.9% of GDP. These savings are expected to increase over time and reach over 11 trillion naira by the end of 2025.

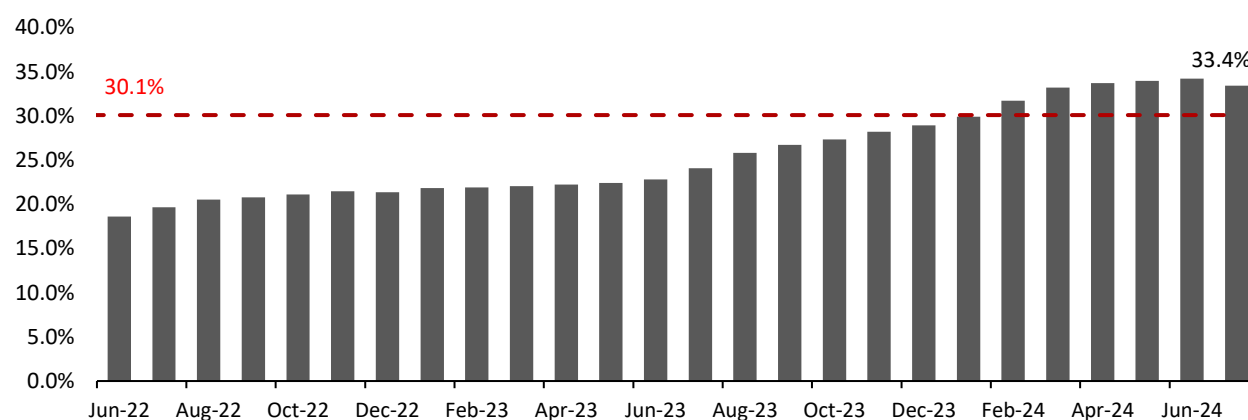
Inflation

in the CPI was largely due to an uptick in food and core inflation to 40.87% YoY (vs. 40.66% YoY in May 2024) and 27.40% YoY (vs to 27.04% YoY in May 2024). Inflation eased to 33.40% in July from 34.19% in June, the lowest in the past four months. Inflationary pressure reduced on the back of a reduction in food inflation.

On a month-on-month basis, inflation dropped to 2.28% in July from 2.31% in June. Monthly food inflation was down to 2.47% in July from 2.55% in June, which largely explained the drop in YoY food inflation in July, the lowest in the past 5 months.

Core inflation (all items less farm produce and energy) was up to 2.16% on a month-on-month basis in July (vs. 2.06% in June 2024) and 27.47% YoY (vs. 20.47% in June 2024).

Trend in headline inflation vs 1yr Average



Source: NBS

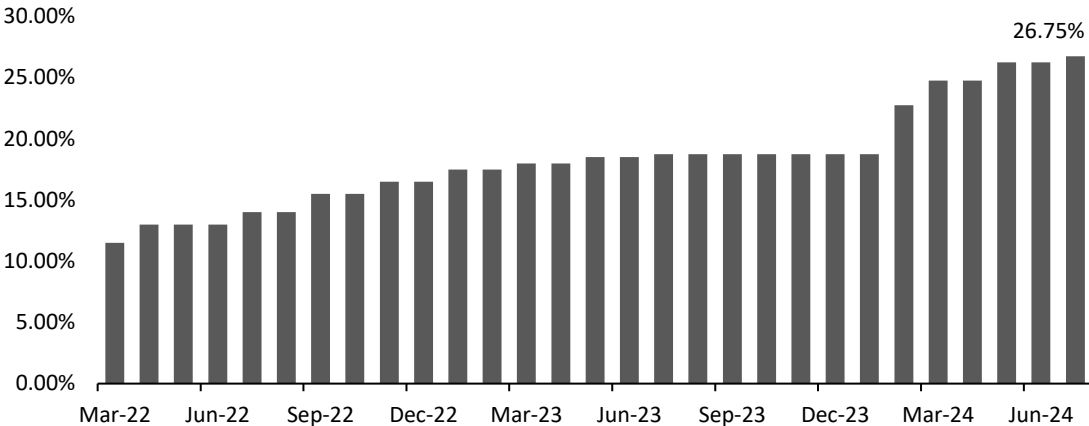
Interest Rates

In line with the trends in the global monetary policy scene where most countries are increasingly embracing monetary tightening, Nigeria's monetary policy committee also changed its monetary policy rate (MPR). In July 2023, the CBN Monetary Policy Committee (MPC) raised the MPR by 25bps to 18.75% from 18.50% to curb inflation.

The CBN noted that high inflation, weakening growth prospects worldwide, and disruptions in the global supply chain resulting from the war between Russia and Ukraine formed part of the considerations for the rate hike. In 2024 there have been three consecutive rate hikes. The first hike occurred in February 2024, when the MPC raised the MPR by 400bps to 22.75%. Then in March 2024, there was a 200bps rate hike as MPR was increased to 24.75%. In May 2024, there was another 150bps rate hike moving MPR to 26.25%. The recent hawkish monetary policy regime has been driven by a desire to tame inflationary pressures and achieve price stability.

The current rise in inflation, coupled with naira depreciation, formed part of the considerations for the MPC’s decision.

Nigeria Interest Rates (%)



Source: CBN

In addition, the CBN also adopts other non-conventional monetary policy tactics to achieve its objectives. For one, the CBN uses Open Market Operations (OMO) for liquidity management. This is done by auctioning OMO bills to banks and foreign portfolio investors. In addition, the CBN has also managed the liquidity in the system through the use of the Cash Reserve Ratio (CRR). In May 2024, the Commercial banks’ CRR and the liquidity ratio were retained at 45% and 30%, respectively, while the asymmetric corridor was adjusted to +100/-300 basis points around the MPR.

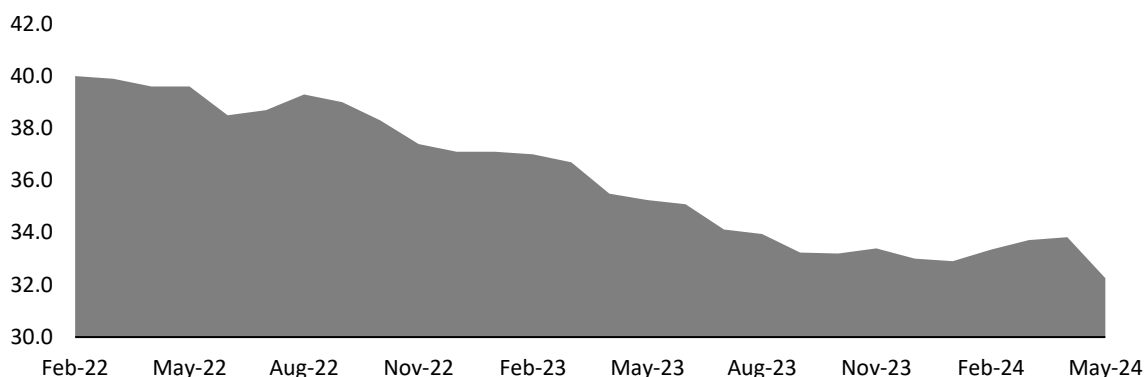
In July 2024, there was a 50bps rate hike moving MPR to 26.75% while the asymmetric corridor was adjusted to +500/-100 basis points around the MPR as the CBN continues to mop up liquidity to battle high levels of inflation in Nigeria.

Currency reserve

Nigeria’s Gross foreign reserves stood at US\$34.00 billion as of June 25, 2024, representing a decrease of 2.96% year-to-date. Due to low oil production, external reserves have shown limited signs of recovery. This is despite the bullish run on oil prices as a result of the Russian-Ukraine War, which caused oil prices to rise to a 13-year high of \$130 in 2022. However, it is worth noting that in Q1 2024 average daily oil production stood at 1.57 million barrels per day (mbpd), 0.02mbpd higher than the Q4 2023 average daily oil production of 1.55mbpd, according to the NBS.

The Federal Government successfully issued a US\$4.00 billion Eurobond in September 2021 and US\$1.25 billion in March 2022 which have had an impact on the Foreign Reserves due to increased debt-service payments.

Trend in Foreign Reserves (US\$ Billion)



Source: NBS and CBN

Foreign Exchange

In 2020, Nigeria's foreign exchange market came under pressure as a result of the twin shocks of weaker oil prices and a decline in foreign portfolio inflows, both linked to the COVID-19 health pandemic. Against this backdrop, the Naira weakened across all segments of the foreign exchange market. Notably, the CBN adjusted its official USD/NGN peg by 19% to ₦379/US\$ in August 2020 from ₦307/US\$ in 2019. By May 2021, the CBN adopted the I&E exchange rate as the official exchange rate, signalling to the market that they had achieved convergence of the exchange rate. The exchange rate initially ranged between ₦410/US\$ and ₦415/US\$ since this convergence, however, between July 29, 2022, and January 06, 2023, the Naira fell by 7.78% against the dollar to close at N450 against N416 within the 6-month period.

Following the CBN announcement to suspend the sale of FX to BDCs, at the time recorded at US\$110 million weekly, the demand for FX pushed the parallel market rate to ₦570/US\$ by September 2021. The CBN, at its September MPC meeting, accused the major parallel exchange rate publishing website of manipulating the market. This resulted in a halt in publishing the parallel exchange rate. Besides these developments, the FX market still lacked liquidity and demand continued to approach the parallel market, putting further pressure on the parallel market exchange rate. The exchange rate continued to depreciate and in August 2022 hit a high of N710/US\$ in the parallel market amidst low supply and the downward trend in the external reserves.

On October 26, 2022, the CBN announced a redesign of all major Naira notes and a plan to begin circulation of the newly designed N200, N500 and N1000 notes before the year's end. The redesign was introduced to address the persistent levels of currency fraud in the country, curb the continuous growth of the kidnapping and ransom industry, aid in lowering the rapid increase in the rate of inflation and control the amount of cash in circulation.

Following this announcement, the USD/NGN parallel market rate embarked on a rapid rise within the span of less than two weeks, as the Naira peaked at N900/US\$1 on November 5, 2022 from N762/US\$1 on the day of the announcement. The significant devaluation of the Naira in the parallel market was thought to be caused by holders of illicit funds jostling to convert large cash reserves held outside the Banks to dollars, further driving up the exchange rate. Subsequent to this, the Naira would appreciate by N220 to the Dollar in the parallel market in just six days, owing to eased demand and increased inflows of forex in the market, to close at N680/US\$1 on November 11, 2022.

In line with campaign, promises to create a transparent and unified foreign exchange rate system, the new administration and CBN management in June 2023 adopted a clean float foreign exchange management approach.

This involved collapsing the multiple exchange rate windows into the business-based Investors and Exporters (I&E) window, allowing the value of the naira to be determined by market forces with the aim to unlock the country's investment potential, stimulate job creation, and restore foreign investor confidence. Furthermore, the CBN announced that all references to the I&E FX window would be replaced with the Nigerian Autonomous Foreign

Exchange Market (NAFEM) to unify the terminology used to describe the FX market. This is expected to create a more transparent and consistent environment for market participants. The unification of the FX rates resulted in naira depreciation, recording its lowest levels of N1571/\$1 and N1,900/\$1 in the official and parallel window on February 2 2024.

In April, the Naira experienced a remarkable surge, with an impressive 45% gain driven by a series of strategic forex and monetary policies. The CBN Governor emphasized that this naira appreciation has coincided with a resurgence in the FX market's activities, with turnover levels reaching heights unseen in over seven years. This infusion of liquidity has instilled confidence among investors, businesses, and partners, facilitating smoother transactions within Nigeria's FX markets.

Public Debt

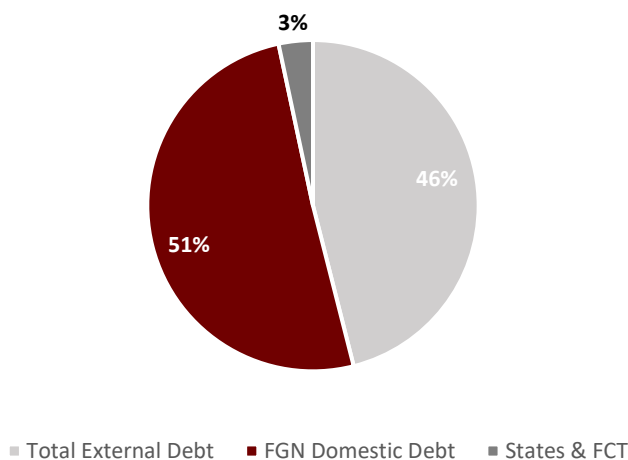
According to the DMO, Nigeria's total public debt was \$91.46bn equivalent (N121.67trn or 51% of GDP) as of March 31 2024. Of the public debt outstanding, the external component was \$42.12bn as of June 2024, having increased from \$41.69bn as of December 2022 (incl. securitized CBN ways and means advances). The 2020-2023 debt management strategy targeted a debt composition of 70:30 for domestic and external debt, respectively to reduce the cost of servicing, while taking into consideration the need to moderate FX risk. The domestic debt stood at N59.12trn (\$65.73bn equivalent) as of December 2023, having increased from N27.54trn (\$61.4bn equivalent) as of December 2022. According to the DMO, the Domestic Debt of the FGN includes the N22.7trn ways and means advances at the CBN which contributed to the increase in total domestic debt.

In June 2023, the sharp increase in external borrowings altered the debt mix to 62:38 for domestic and external debt, respectively.

The DMO's medium-term (2020 - 2023) targeted debt mix implies the government plans to increase the stock of domestic debt relative to external debt. The medium-term (2020 - 2023) borrowing strategy also targeted a domestic debt mix of 75:25 for long and short-term debts, respectively, from 62:38 actual as at the end of H1-23, to reduce debt service cost and rollover risk.

Although Nigeria's public debt burden is low in comparison to peers, the focus shifted to weak debt affordability as indicated by the high debt service cost to revenue ratio. The ratio of debt service to revenue increased from 73% in 2022 to 76% in Q1 2023. As such, despite the moderate public debt level, fiscal space is considerably limited without revenue reforms to improve debt affordability and reduce debt sustainability risk.

Public Debt Profile as of March 2024



Source: Debt Management Office

Capital Markets

The Nigerian capital markets, which comprise equity and debt markets, are essential in providing businesses with access to funding. The equities market witnessed a boom with two large equity listings in 2019. Nigeria's largest telecommunications company, MTN Nigeria Communications Plc, was listed by introduction in May 2019. Airtel Africa Plc followed in July 2019 with an Initial Public Offering ("IPO") and a secondary listing on the NGX. Both listings have boosted equity market capitalization, which was up 10.3% in 2019.

Investor sentiments in the equity market were bullish in 2020, as a result of increased allocation to risk assets by local investors due to low yields in the fixed income market. The NGX-ASI appreciated by 50.0% in 2020, the best annual performance of the index since 2007. While the equities market ended the year at 6.1% in 2021, the Nigerian stock market ended the year 2022 on an impressive note, as investors increased their buying pressure, especially on blue-chip stocks. Despite the rising inflation and interest rate hikes, the equities market finished the year 2022 on a bullish run as the NGX All-Share Index appreciated by 19.98% to close the final trading day of the year on 30 December 2022 with 51,251.06 index points.

Sentiment for Nigerian equities improved significantly in 2023 following the pro-market FX reforms by the CBN and the removal of fuel subsidy. Despite Macroeconomic headwinds in the country, the NGX closed on a positive note recording an impressive 45.9% gain as the All-Share Index hit an all-time high of 74,773.77 points. Furthermore, market capitalisation grew by 46.7% from ₦28.02 trillion in 2022 to ₦41.09 trillion by year-end of 2023. Consumer goods, Industrial and financial services sectors were some of the best-performing sectors in the market. In particular, the banking sector experienced significant rallies on the back of gains linked to the devaluation of the exchange rate. Nigeria's valuation remains attractive relative to peer countries both on forward price-to-equity ("P/E") and dividend yield perspective, a factor that can continue to catalyse the market going forward.

Similarly to the equity market, sentiments in the fixed income market turned bullish in 2019, as the S&P FMDQ Nigerian Bond Index returned 34.79%, driven by the interest rate cut by the CBN in March (50bps to 13.50%) and the unexpected change in the structure of the fixed income market, particularly the decision by the CBN to restrict non-bank local investors from the market for OMO. The Nigerian local currency bond market continued to outperform peers in 2020, aided by the liquidity glut in the money market and dovish monetary policy of the CBN indicated by a cumulative 200bps reduction in interest rate. Despite record bond issuance by the DMO to fund the widening budget deficit, Nigerian Notes delivered outstanding returns in 2020, due to the dovish tilt of the CBN. The CBN trimmed its benchmark MPR twice by 100bps each, to 11.50%. Its balance sheet policy has also been dovish, with issuances of OMO bills by the CBN tracking at an 8-year low. The S&P FMDQ Nigerian Bond Index returned 39.3% in 2020, as yields on benchmark Notes compressed by an average of 506bps to 6.24%.

The fixed income market in Nigeria turned out bearish in 2021. Specifically, average yields rose to 11.78% with most of the market appreciation stemming from the repricing of yields by the CBN in the second half of 2021 to attract foreign investors to the market. In 2022, the Central Bank of Nigeria (CBN) altered its approach in May 2022, shifting from a dovish stance to a series of rate hikes totaling 500 basis points (bps) throughout the year. The CBN raised rates on its intervention loans and implemented significant ad hoc Cash Reserve Ratio (CRR) debits. The overall result of the CBN's shift to a tighter monetary stance was a 123 bps increase in average rates along the Naira yield curve by the end of 2022.

At the start of 2023, NTB yields and short-dated rates buckled by 89bps in Q1-23 under the weight of a liquidity surfeit across Nigeria's financial system. This liquidity surplus was driven by a combination of factors, including government coupon payments (FGN), increased FAAC inflows, and funds from the ongoing de-monetization program. Furthermore, in H1-23, three significant factors—persistent inflationary pressure, a narrower maturity profile, and the expectation of higher domestic debt issuances—caused yields to move upwards. The fixed income market began to see a semblance of orthodoxy with a reintroduction of OMO auctions first in August (N150bn) and subsequently in October (N400bn). In an effort to enhance the transmission mechanism of the key policy rate, the

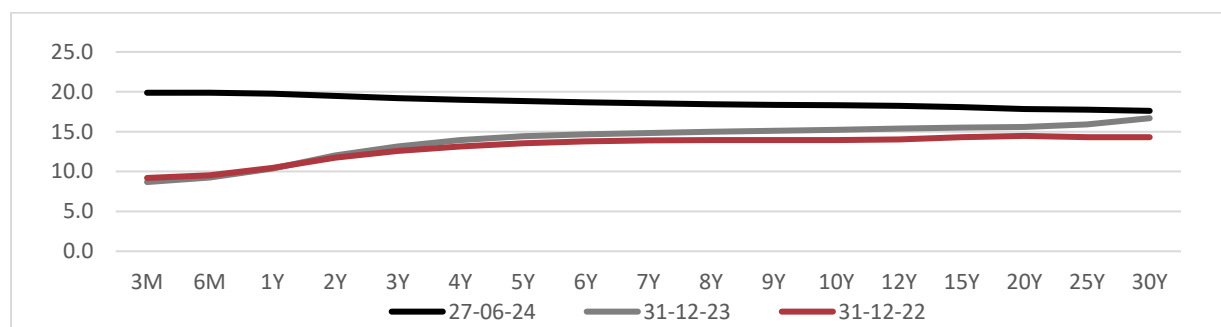
Central Bank of Nigeria removed the daily deposit cap at the Standing Deposit Facility (SDF) while reinstating the SDF as a floor for T-bill rates.

At the first OMO auction of the year, held on January 10, 2024, the effective yields for the 3-month, 6-month, and 1-year tenors were 10.50%, 14.00%, and 17.75%, respectively.

The recent interest rate hikes by the MPC are already having an impact on the economy. Consumers are currently seeing the pass-through effects on their finances as commercial banks are raising their lending rates in line with the increase in MPR. For context, interest rates offered for consumer lending products have risen by up to 400bps, and mortgage loans have also seen a similar trajectory, rising by 275bps in 2024.

In Q1 2024 the fixed income and money market sustained a bearish trend as yields repriced higher, particularly at the short end of the yield curve, in response to the MPR rate hike in March. The yield curve has further shifted upwards year-to-date since the last MPC meeting in February 2024 on the back of the CBN's tight monetary policy stance. As at June 27, 2024, the average rates increased by 483bps to 18.70%, from 13.87% as at the end of 2023.

Yield Curve (%)



Source: Bloomberg

In March 2024, the Central Bank of Nigeria (CBN) announced an upward review of the minimum capital requirements for Commercial Banks to ₦500bn, ₦200bn, and ₦50bn for Commercial Banks with International, National, and Regional licenses, respectively. Likewise, the CBN also raised the minimum capital for Merchant banks to ₦50bn and Non-Interest Banks to ₦20bn and ₦10bn for National and Regional licenses, respectively. This strategic move aims to enhance the resilience of the banking sector and bolster its ability to finance productive economic activities.

The announcement also specifies that the definition of minimum capital will now solely encompass paid-up capital and share premium, thereby excluding the substantial retained earnings reserves and other forms of capital within the industry. All banks are required to meet the minimum capital requirement by March 31, 2026, and may consider any of the following options:

1. Inject fresh equity capital through private placements, rights issue and/or offer for subscription;
2. Mergers and Acquisitions (M&As); and/or
3. Upgrade or downgrade of license authorisation.

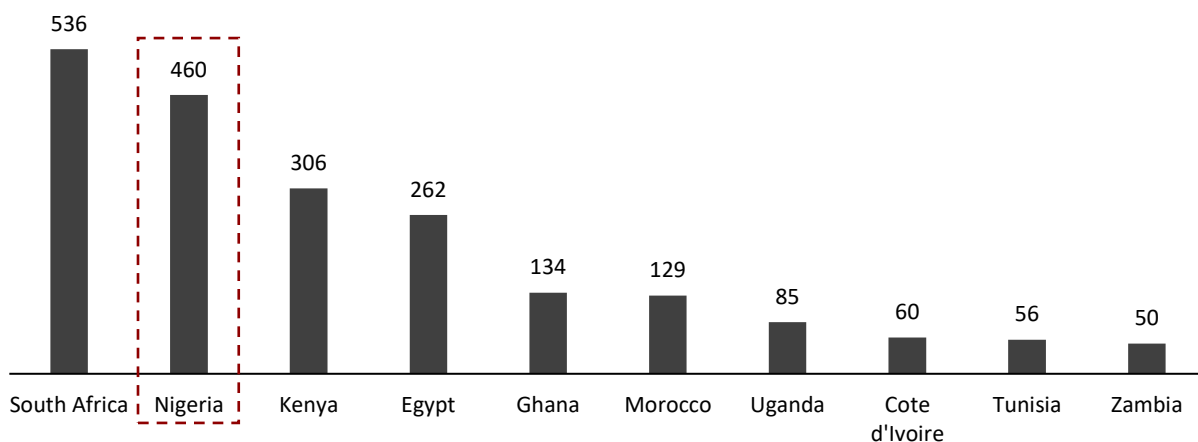
The anticipated recapitalization by banks, alongside the expected capital raising efforts of FMCG and other companies impacted by Foreign Exchange (FX) losses, are poised to trigger an increase in capital market activities throughout 2024 and 2025.

12. OVERVIEW OF PRIVATE EQUITY (PE) SECTOR

A. BACKGROUND

Private Equity (PE) is a form of financing in which capital is invested in medium to large businesses with high growth potential. Typically, PE firms pool funds from accredited investors to acquire ownership stakes in private companies, with the aim of enhancing their performance and ultimately selling or “exiting” their investments with a profit. Investments in portfolio companies are usually held for an average of five to eight years, which is usually referred to as the “holding period”. PE firms play a significant role in supporting entrepreneurship and driving economic growth. In Nigeria, the PE industry is robust as investors continue to see opportunities for investments, despite various macroeconomic, political and security risks plaguing the country. According to African Private Capital Association (AVCA), Nigeria recorded 460 private capital deals between 2012 and 2022. This constituted 59% and 18% of private capital deal volume in West Africa and the whole of Africa, respectively, making Nigeria one of Africa’s most attractive destinations for private capital investments. Also, in terms of deal value, Nigeria ranks top in Africa, contributing about 23% (US\$1.16 billion) of private capital investments value in Africa in 2021.

Nigeria Ranks 2nd in Africa in Total Private Capital Deal Volume between 2012 - 2022



Source: African Private Capital Association (AVCA)

Private equity firms in Nigeria invest across various sectors of the economy, including financial services, energy, consumer goods, and information technology. The market is largely dominated by investments from high-net-worth individuals (HNWIs) and institutional investors that typically invests through PE funds. Some of the notable PE firms operating in Nigeria include African Capital Alliance, MBO Capital, Verod Capital Management, and Synergy Capital Managers.

Private Equity provides numerous benefits to business and the overall economy. It provides long-term capital to businesses that may be unable to access traditional sources of funding (e.g. bank loans and publicly listed shares). PE firms bring their expertise and experience to bear in the companies they invest in, providing strategic and operational support to improve performance and drive growth.

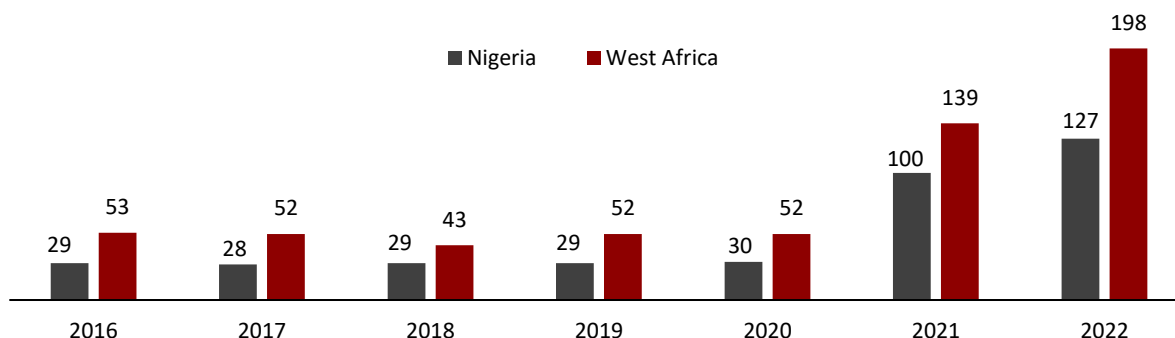
B. PRIVATE EQUITY ACTIVITY IN RECENT YEARS

DEAL MAKING

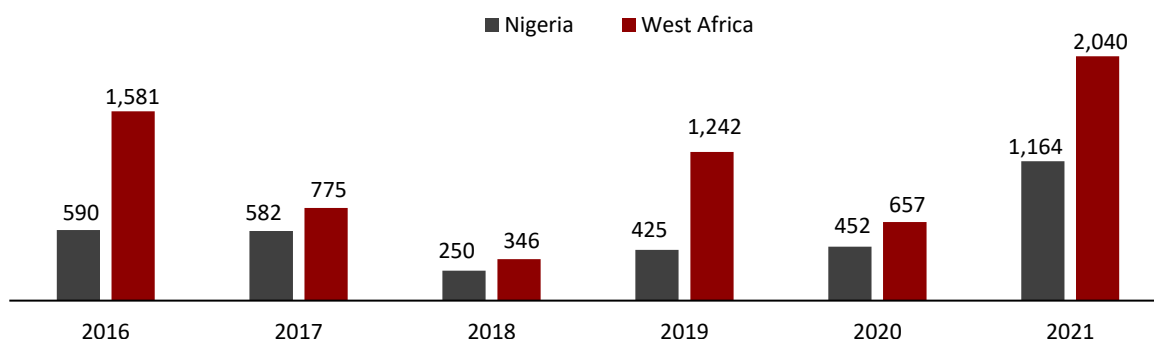
Private equity transactions in Nigeria are generally in the form of management buyouts and restructuring. Private capital deals in Nigeria grew by 747%, from 15 deals recorded in 2012 to 127 in 2022, according to African Private

Capital Association (AVCA). In 2021, private capital investments in Nigeria stood at US\$1.16 billion, one of the highest in the country’s history – an indication of investors growing risk appetite for investments in Nigeria’s businesses.

Private Capital Deal Volume



Private Capital Deal Value (US\$ mn)



Source: African Private Capital Association (AVCA)

Some notable investments in the Nigeria PE landscape include B Capital-led US\$250 million investments in Flutterwave in 2022; Softbank Vision-led US\$400 million investment in Opay, a Nigerian mobile payments platform, in 2021; and the acquisition of Shoprite Nigeria in 2021 by Ketron Investment Limited, a Nigerian company owned by a group of institutional investors led by Persianas Investment Limited.

EXITS

PE exits are ways in which PE firms book profits on their investments after a holding period of typically five to eight years. Secondary sales to strategic buyers, management buyout (MBO) and initial public offering (IPO) are common exit strategies. However, in Nigeria and across Africa, PE firms tend to exit most of their investments through secondary sales, which demonstrates the improving liquidity of the PE industry. According to AVCA, there were 36 exits from portfolio companies in 2021 in Africa, with secondary sales accounting for 50% of the exits.

An MBO involves the sale of the business to the management team of the company. However, this exit route is rare as it can be difficult to find managers with adequate financial capability to buy the business. It also involves several approvals from sector-specific regulators. While IPO’s are common globally, it is not usually adopted by PE firms in Nigeria due to the country’s macroeconomic challenges and the stringent listing requirements of the Nigerian Stock Exchange.

B. SECTOR GROWTH DRIVERS AND OUTLOOK

Nigeria has become a popular investment destination in Africa due to its large economy and population size, which has fostered entrepreneurship in the country. The target sectors for most PE firms include Telecommunications, Information and Communications Technology, Mining, Real Estate and Construction, Oil and Gas, Financial Services, Agro-Allied Products etc. Opportunities for investing in these sectors have mainly arisen due to broad sector reforms and improved fiscal discipline, more business-friendly policies (including deregulation and privatization), availability of tax incentives for export-oriented businesses, and the efforts of government towards creating a more enabling business environment.

In recent years, there is particular interest in the financial services and utilities sectors, which attracted US\$2.1 billion and US\$1.7 billion, respectively, of private capital in West Africa between 2018 and 2022. Other sectors that have attracted significant investments in West Africa within the same period include the Industrials (US\$749 million), Consumer Discretionary (US\$406 million), and Information Technology (US\$383 million) sectors.

The Nigerian PE sector outlook remains positive as investors continue to see opportunities in Nigeria on the back of the country's consumption potential and large population.

C. INDUSTRY CHALLENGES

Regulatory uncertainties and unfavourable macroeconomic factors, such as high inflation and increasing interest rates, can adversely affect PE firms as well as their portfolio companies. Additionally, finding the right company to invest in can pose a challenge to PE firms as adequate due diligence is required to minimize risks and identify good opportunities.

Furthermore, a successful exit from a PE investment in Nigeria requires careful contemplation of several exit options, especially considering the changing macroeconomic environment. In recent times, the pandemic, decline in oil prices and devaluation of the naira have occasioned market illiquidity, uncertainties in the valuation process, and heightened foreign exchange volatility. These factors have significantly impacted the timing of PE exits from portfolio companies, engendering longer investment period.

13. DESCRIPTION OF THE ISSUER – MCM FUNDING SPV PLC

The Issuer – MCM Funding SPV Plc - was incorporated in Nigeria on 19th May, 2023 (RC 6979479) as a Public Limited Liability Company (PLC). The registered office of the Issuer is at Plot 266b Kofo Abayomi Street, Victoria Island, Lagos State. The Issuer has no subsidiaries or affiliates. The Issuer is a special purpose, funding vehicle of MBO Capital Management Limited with no business operations of its own, other than borrowing, advancing/on-lending funds to, and receiving funds from the Sponsor.

The authorized share capital of the Issuer is ₦10,000,000 divided into **10,000,000** ordinary shares of ₦1 each. The issued share capital of the Issuer is ₦10,000,000 divided into 10,000,000 ordinary shares of ₦1 each, all of which have been issued at par, and are held as follows:

Name	Shareholding	Percentage(%)
Vetiva Trustees Limited	5,100,000	51
Theresa Orji	4,900,000	49

The principal objects of the Issuer are set out in clause 3 of its Memorandum of Association and, amongst other things, is to borrow or raise money as the company shall think fit and in particular, by the issue of corporate bonds whether or not backed by rights in and relating to loans.

PRINCIPAL ACTIVITIES

The principal activities of the Issuer will be to raise and borrow money for the Sponsor through the issue of bonds, debenture, debenture stock, other securities or perpetual annuities. This will be done in accordance with the terms of the transaction. Copies of the Memorandum and Articles of Association of the Issuer may be inspected at the specified offices of the Issuer.

The Issuer has not engaged, since its incorporation, in any activities other than those incidental to its incorporation and registration as a PLC, the authorization and issue of the securities and of the other documents and matters referred to or contemplated in this document to which it is or will be a party and matters which are incidental or ancillary to the foregoing.

The Issuer's activities are restricted by its Memorandum and Articles of Association and the terms of the Trust Deed and other related Transaction documents.

DIRECTOR'S INTERESTS

Name	Shareholding	Percentage (%)
Theresa Orji	4,900,000	49

PROFILES OF THE DIRECTORS

Ms. Theresa Orji

Theresa possesses over 15 years' experience in Legal & Trust Business with distinct competence in the structuring, set-up, management and administration of various trust structures for individuals and corporates.

She is a Member of the Nigerian Bar Association, holds a Masters' degree in International Business Law (LL.M) from the University of London, United Kingdom and an LL.B from the University of Benin in 2006. She is the Managing Director of Vetiva Trustees Limited and is responsible for the Trust Business within the Vetiva Group which provides estate planning and trust services to a select clientele as well as Corporate entities and Foundations.

She served as the past president of the Association of Corporate Trustees.

Ms. Ekiomado Chukwuneta

Ekiomado is a highly skilled professional offering a wide range of trust and corporate services. With her expertise, she actively manages and administers various trusts for both corporate and private clients at Vetiva Trustees Limited.

She is a Member of the Nigerian Bar Association. She holds an LL.B from the prestigious University of Benin, which she obtained in 2012. She graduated with First Class Honours from the Nigerian Law School. She has demonstrated excellence throughout her academic and professional career.

Prior to joining Vetiva, Ekiomado played a vital role in various high-profile transactions, including debt issuances for corporates and state governments. She has advised on several mergers and acquisition transactions. She has also been recognized by the World Bank Group for her contribution to the reports “Doing Business 2018: Reforming to Create Jobs” and “Doing Business 2019: Training for Reform.”

EMPLOYEES

The Issuer has no employees.

INDEBTEDNESS

The Issuer has no indebtedness as at the date of this Shelf Prospectus other than that which the Issuer has incurred or shall incur in relation to the transactions contemplated herein.

MATERIAL CONTRACTS

Apart from the Transaction Documents to which it is a party, the Issuer has not entered into any material contracts other than in the ordinary course of its business.

MATERIAL ADVERSE CHANGE

Since the date of the Issuer’s incorporation, there has been no material adverse change or any development reasonably likely to involve any material adverse change, in the condition (financial or otherwise) of the Issuer.

FINANCIAL INFORMATION

Since the date of incorporation, the Issuer has not commenced operations and no financial statements have been compiled or published as at the date of this Shelf Prospectus.

LITIGATION

The Issuer is not and has not, since its incorporation, been engaged in any litigation or arbitration proceedings which may have or have had during such period a significant effect on its respective financial position and, as far as the Issuer is aware, no such litigation or arbitration proceedings are pending or threatened.

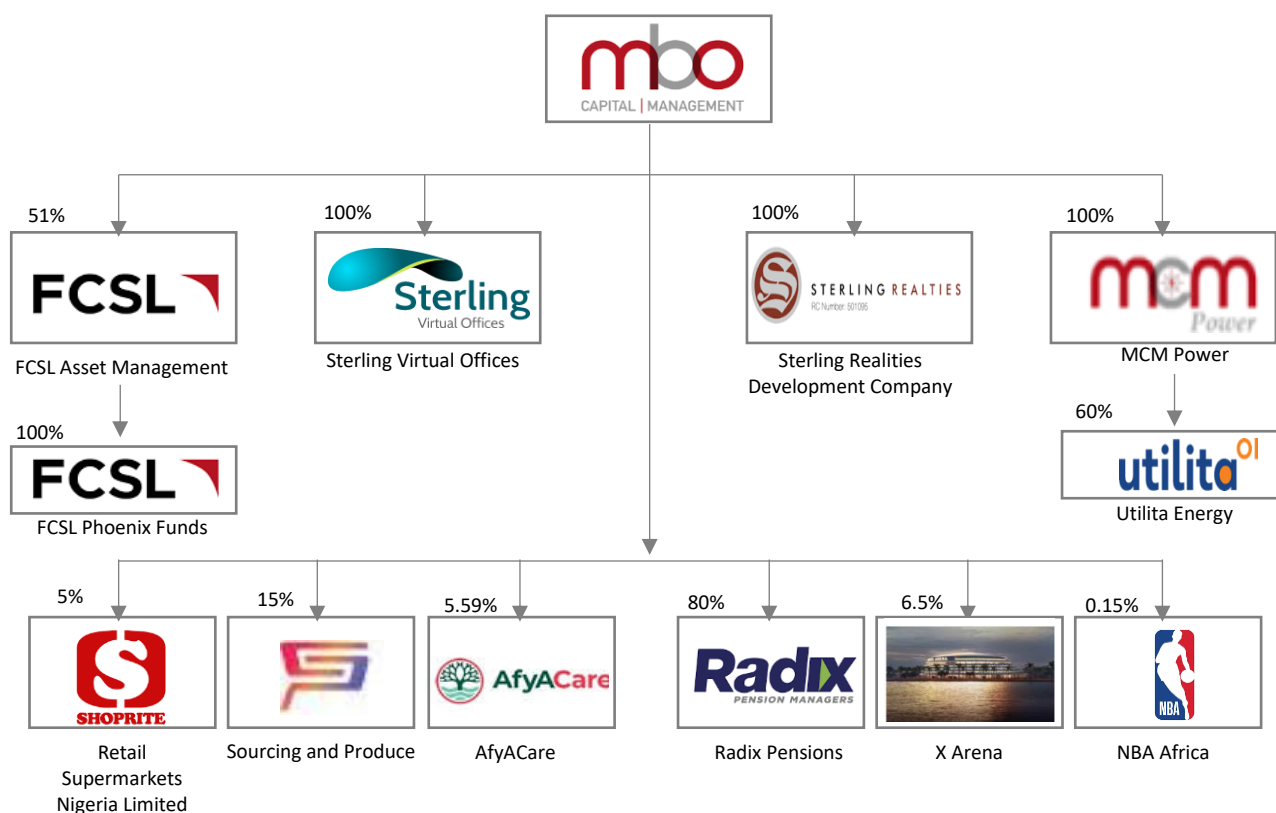
14. DESCRIPTION OF THE SPONSOR – MBO CAPITAL MANAGEMENT LIMITED

THE SPONSOR – MBO CAPITAL MANAGEMENT LIMITED

History and overview

MBO Capital Management Limited (“MCM” or the “Sponsor”) is a leading private equity firm in Nigeria, which provides early stage and expansion capital to small to medium-sized businesses in Nigeria and the rest of Anglophone West Africa with strong growth potential. The sponsor is regulated by Securities and Exchange Commission (SEC) of Nigeria and is authorized to act as a Private Equity Fund Manager. The firm was founded in 2012 by Mr. Michael Babajide Ogundare, who is currently the Managing Director.

With a mission to be a catalyst for economic development, MCM has made investments in several companies including FCSL Asset Management, MCM Power, Radix Pension Managers, Retail Supermarkets Nigeria Limited (Shoprite Nigeria), Sourcing and Produce, Sterling Realities Development Company, Sterling Virtual Offices, and AfyA Care Nigeria.



Shareholding Structure

According to the register of members at 31 December 2023, the following shareholders held more than 5% of the issued share capital of the Issuer:

Shareholders	Number of shares	% Shareholding
Michael Babajide Ogundare	82,500,000	55.0%
Adcax Nominees Limited	22,500,000	15.0%
Le Finesse Nigeria Limited	15,000,000	10.0%
Iyabode Abigail Sholanke	15,000,000	10.0%

Eyamba Theresa Nzekwu	11,250,000	7.5%
Olufemi Lalude	3,750,000	2.5%
Total	150,000,000	100.0%

Corporate Governance and Board of Directors of the Sponsor

MCM remains committed to institutionalizing corporate governance principles as part of the Sponsor’s corporate structure. The board is composed of individuals with broad experience across geographies and sectors and is well-placed to provide guidance and oversight to the Company. The Board adopts good corporate governance practices by ensuring effective communication with its shareholders, ensuring that ethical standards are maintained and putting in place sufficient internal control systems to assure effective running of the Company’s day-to-day activities, amongst others. The profile of the Directors are detailed below.

Dr. Olufemi A. Lalude – Chairman

Dr. Olufemi Lalude serves as the Chairman of MBO Capital Management Limited and is responsible for offering guidance, support, expertise and an objective perspective to the Board on the key matters of strategy, operational management, organisational structure and development, commercial and financial affairs, and risk management.

He has a distinguished history of directorships and consulting leadership of various major companies, largely in the petrochemical and engineering sections. He has been a Director of Addax Petroleum & Petrodata Management Services and is Chairman of Crestech Engineering. Dr. Lalude was formerly employed at Shell, beginning with Shell Nigeria (SPDC) in 1970, where he rose to become the Head of the Engineering Technical Services. He moved on to Shell International and led the Worldwide Engineering Liaison and Advisory Group, before moving once again to Shell Nigeria and taking charge of all engineering strategic planning and professional development of engineering staff.

He was appointed Director and General Manager of the Western Division of SPDC in 1989 and oversaw the highly active exploration and production activities including technical planning and programme execution along with financial planning and investment

Harry Tomi Davies – Director

Tomi Davies is responsible for offering guidance, support, expertise and an objective perspective to the Board on the key matters of strategy, operational management, organisational structure and development, commercial and financial affairs, and risk management. With a successful background in blue chip companies in the UK, USA and Africa, Tomi is a recognised expert in the IT-led transformation of businesses.

He is CEO of TVCLabs, a Technology Business Incubation Company based in Lagos, Nigeria and sits on the Boards of Sproxil, Strika Entertainment, TechnoVision Communications and PeoplePrime. Tomi is a member of the Institute of Directors, the British Computer Society, Genesis Project, the Nigeria British Association, Internet Society and the Project Management Institute.

Theresa Eyamba Nzekwu – Director

Eyamba Nzekwu is responsible for offering guidance, support, expertise and an objective perspective to the Board on the key matters of strategy, operational management, organizational structure and development, commercial and financial affairs, and risk management. She is a Chartered Accountant by training and has been responsible for many start-up and transformation programs across both public and private sectors of the Nigerian Economy over the last 28 years of her professional career.

Eyamba served as the Commissioner, Technical Division of Nigeria’s National Pension Commission for two terms before her exit in December 2012. During this time, she was instrumental in the formulation of guidelines for and supervision of the pension industry in Nigeria that enabled the accumulation of ₦2.6 trillion of pension fund assets under management in the custody of licensed Pension Fund Managers (PFAs). Prior to this she was appointed as one of the pioneer Commissioners of PenCom at its inception.

In 1999, Eyamba was appointed the first female Accountant General of Cross River State in Nigeria. She began her professional accounting career at the London office of PwC.

Michael Babajide Ogundare – Managing Director/CEO

Mr. Michael Babajide Ogundare is the founder and managing director of MBO Capital Management Limited (MCM), a private equity firm that invests in small to medium-sized companies in Nigeria and the rest of Anglophone West Africa. In addition to leading the executive team at MCM, he serves as a director of AfyaCare Nigeria Ltd – a company that invests in healthcare assets, Retail Supermarkets Nigeria Limited (operator of Shoprite stores in Nigeria) and FCSL Asset Management Limited. All three companies are portfolio companies of MCM. Prior to founding MBO Capital in 2012, Babajide was an Executive Director and Head, Retail Banking Division of Guaranty Trust Bank Plc (GTBank), a leading African Bank with Nigerian roots where he worked for 21 years.

His areas of expertise include corporate governance, transaction structuring, policy & procedure development, client & investor relations, and performance improvement. Babajide also serves as chairman of the boards of Eko Development Company Ltd, The Payment Services Company Ltd, Primera Microfinance Bank Ltd, and Fountain Holdings Ltd, as well as a member of the board of Nosak Farm Produce Ltd. He previously served on the boards of GTBank Plc. And GTBank Sierra Leone Ltd. He holds an MBA from Cardiff Business School and a first degree in Law from School of Oriental and African Studies (SOAS), University of London. Babajide was called to the Nigerian Bar in 1987

Adekunle Adebisi – Executive Director (Investments)

Adekunle oversees MBO Capital's investment division. He has over 15 years' experience in investment banking, consulting, telecommunications, operations management and private equity. Prior to joining MBO Capital Management Limited, Adekunle worked at PwC Nigeria as a Corporate Finance Manager, where he provided sell-side and buy-side financial advisory. Adekunle previously worked for Access Bank plc, initially as head of private equity in its asset management subsidiary and then as a team lead in the financial markets division. He has also worked in New York at Lehman Brothers as an investment-banking Associate and in London at DHL, a global logistics company. He started his career at Analysys, a UK-based telecommunications consultancy as a research analyst.

Adekunle holds an MBA in Finance from the Kellogg School of Management (Northwestern University) and an MA/Meng in Manufacturing Engineering from the University of Cambridge.

Management Team

Olubusola Aigbogun – Head, Legal and Compliance

Over 13 years' experience in Corporate and Commercial law, M&A, Regulatory Compliance and Fund Governance. Former Senior Legal Counsel at Verod Capital Management Ltd, Short Term Consultant at IFC and Counsel at Olaniwun Ajayi LP.

Olubusola received her LL.B from the University of Lagos, and her LL.M in International Corporate Governance and Financial Regulation from the University of Warwick. She is a member of the Chartered Institute of Securities and Investments (CISI) UK and a Chevening alumna.

Morin Jide-Ibironke - Head, Business Development

Morin possesses over 20 years' experience in the financial services industry working across different roles in sales, business development, product development and relationship management both locally and internationally. As a business development manager, she is responsible for developing and driving the growth strategy for MBO Capital and its portfolio companies, managing client's portfolios and providing financial advisory services. She started her career with the Lead Bank and held roles in Private Banking - sales and business development. She left, to further her studies and worked with HBOS Plc as well as Vodafone Plc whilst based in the United Kingdom. Upon her return to Nigeria, she joined Standard Chartered Bank Plc as an Investment Services / Relationship Officer.

Morin later joined CRC Credit Bureau as a Relationship Officer and rose to become the Head of the Sales and Marketing department before she leaving to join FBN Capital Limited as the Head Private Banking / High Net-worth

Individuals. Before joining MBO Capital, Morin worked in Sterling Bank. Morin holds an MBA degree from Cardiff Business School UK, and a Bachelors degree in Economics from Olabisi Onabanjo University

Stellamaris Mordi – Head, Finance

Stella has over 12 years of experience in the venture capital and Private Equity industry with application of accounting, financial analysis and modelling, budgeting, forecasting, project management and monitoring, investment evaluation and provision of bookkeeping support to SMEs. Prior to joining MBO, she worked as a short-term consultant with Present Value an IFC Fund manager with offices in Mauritius, Sierra Leone and Liberia., and as a senior financial analyst at Unique Venture Capital (UVC) (Managers of SMEEIS and West African Venture Fund).

Stella is a Chartered Accountant with the Institute of Chartered Accountants of Nigeria (ICAN), and holds a BSc Statistics, from Ambrose Alli University (AAU), Ekpoma, Edo State.

Ademola Bademosi – Head, Risk Management and Control

A Governance, Risk and Control professional with over 7 years of experience in consulting, Ademola is the Head, Risk Management and Control at MBO Capital where he is responsible for the design and implementation of an overall business risk management and controls for the Company.

Prior to joining MBO Capital Management Limited, Ademola worked at KPMG Nigeria as a senior associate in the Internal Audit, Governance, Risk and Compliance practice where he provided Internal Control, Risk Management, Internal Audit, Process Optimisation and Corporate Governance advisory services drawn across different sectors of the Nigerian economy. Ademola holds a Bachelors degree in Agricultural Economics from Obafemi Awolowo University, Ile-Ife, Affiliate membership of the Association of Chartered Certified Accountants (ACCA).

Ebenezer Awhanjinu – Head, Information Technology

Ebenezer oversees the IT Department of the company and has over 10 years' experience in Information technology. Prior to joining MBO Capital, Ebenezer worked in the technology division of Guaranty Trust Bank, Plc as an end user support officer, where he provided technical support to over 200 branches across Nigeria.

Ebenezer holds a BSc in Computer Science & Statistics from the University of Nigeria, Nsukka and he is ITIL Certified

INDEBTEDNESS

Details of all indebtedness of the Sponsor at the time of issuance of any bonds under the Programme will be disclosed in the pricing supplement relating to the series of the Bonds to be issued.

15. USE OF PROCEEDS

The Pricing Supplement for each Series or Tranche under the Programme will specify the details of the Use of Proceeds for that particular Series or Tranche.

16. RISK FACTORS

Investment in Bonds involves certain risks. Accordingly, prospective investors should carefully consider, amongst other things, the risk factors described below, together with all of the detailed information set out elsewhere in this Shelf Prospectus and reach their own views before making an investment decision. The following section does not describe all the risks of an investment in the Bond. Additional risks and uncertainties not presently known to the Issuer, or that it currently believes is immaterial, could also impair the Issuer's business operations and as a result, the ability of the Issuer to service its obligations under any Bonds. Investors should reach their own views or obtain such professional advice as they deem appropriate, before making an investment decision in respect of the Bonds.

General Bond Related Risks

i. Structural Risks

a. The market price of the Bonds may be volatile

The market price of the Bonds could be subject to significant fluctuations in response to actual or anticipated variations in the Issuer's operating results, adverse business developments, changes in the regulatory environment in which the Company operates, changes in financial estimates by securities analysts and the actual or expected sale or purchase of a large number of bonds. Each investor needs to assess the market prior to trading their Bonds.

b. Bonds may be subject to optional redemption by the Issuer

An optional redemption feature in the Bonds may negatively affect their market value. During any period when the Issuer may elect to redeem Bonds, the market value of those Bonds generally will not rise substantially above the price at which it can be redeemed. This also may be true prior to any redemption period. The Issuer may be expected to redeem Bonds when its cost of borrowing is lower than the interest rate on the Bonds. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Bonds being redeemed and may only be able to do so at a lower rate.

c. Referencing to an index may subject the Bonds to additional risk

The Issuer may issue Bonds with Principal repayment or Interest payments determined by reference to an index (or formula), to changes in the prices of the securities or commodities or other relevant factors. Potential investors should be aware that:

- they may receive no interest;
- they may lose all or a substantial portion of their principal;
- a Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates or other indices; and
- timing of changes in a Relevant Factor may affect the actual yield to investors, even if the actual level is consistent with their expectations; i.e., in general, the earlier the change in the Relevant Factor, the greater the effect on yield.

d. The Credit ratings may not reflect all risks

The Bonds will be assigned a rating by at least one Ratings Agency. The ratings may not reflect all the risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Bonds. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time. The ratings may also not reflect all the risks that a potential investor may be seeking clarity on. A credit rating is not a recommendation.

e. Credit Risk

Bonds issued under the Programme will be general obligation bonds backed by the full faith and credit of the Issuer. If a prospective investor purchases Bonds, it is relying solely on the creditworthiness of the Issuer. In addition, an investment in the Bonds involves the risk that subsequent changes in the actual or perceived creditworthiness of the Issuer may adversely affect the market value of the Bonds.

f. Legal Investment considerations may restrict certain investments

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (i) the Bonds are legal investment for it, (ii) Bonds can be used as collateral for various types of borrowing and (iii) other restrictions apply to its purchase or pledge of any Bonds. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Bonds under any applicable risk-based capital or similar rules.

ii. Market Risks

Set out below is a brief description of the principal market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk.

a. Liquidity risk for the Bonds

There may not be very active two-way quote trading in the Bonds once issued, although the listing or quoting of the bonds on an Exchange increases the possibility of trading activity. The liquidity of the Bonds may be somewhat limited and investors may not be able to trade the Bonds actively; although there are a number of initiatives aimed at developing and deepening the debt capital market and creating liquidity and a vibrant, tradable bond market, the impact of these initiatives on the trading Bonds cannot be assessed immediately.

b. Currency (Exchange Rate) Risk

Payments of principal and interest on the Bonds will be made in Naira. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency other than the Naira. These include the risk that exchange rates may significantly change, including changes due to the devaluation of Naira or revaluation of the investor's currency.

c. Changes in interest rates may affect the price of the Bonds

When securities such as bonds are offered with a fixed interest rate, such securities are subject to price fluctuations; as such, securities may vary inversely with changes in prevailing interest rates. That is, where interest rates rise, prices of fixed rate securities fall and when interest rates drop, the prices increase. Accordingly, the extent of the fall or rise in the prices is a function of the existing coupon, days to maturity and the increase or decrease in the level of the prevailing interest rates. Increased interest rates which frequently accompany inflation and/or a growing economy are also likely to have a negative effect on the price of the Bonds.

The Bonds may, in the event of a change in market conditions which result in an adverse change in interest rates, be unattractive to investors; with the prevailing rates being more attractive than the coupon on the issued Bonds.

Risks Relating to Nigeria

a. Economic Risk

The Nigerian economy is largely dependent on crude oil production which has, in the past, been affected by incessant security crisis and political disturbances in the Niger Delta region. Up until recently, activities in this region have been volatile affecting the entire spectrum of the oil and gas industry. Also, delays in passing the Petroleum Industry Bill have also contributed to the uncertainties regarding the future legal and fiscal environment of the industry

In addition, a number of manufacturing/trading companies have been impacted by the difficulty in accessing foreign exchange for the purchase of raw materials or finished goods, leading to a significant decline in output. This has hindered the ability of such companies to service their loan facilities, thereby impacting the profitability of some banks and increasing their impairments.

Furthermore, the COVID-19 outbreak has severely impacted economic activity in Nigeria, creating large external and fiscal financing need. Also, lingering effects of the pandemic, coupled with the Russia invasion of Ukraine, has driven consumer prices higher, adversely impacting business and consumers. Given the global nature of the COVID-19 pandemic, there is uncertainty around the severity and duration of the impact across markets, and impact on Nigeria's near-term growth.

Instability in key areas across the globe can adversely affect the movement of trade and foreign exchange in Nigeria. Investors are also advised to pay attention to key indicators in the global economy that may have an impact on investments in Nigeria.

b. Political Risk

Nigeria's political, economic and social stability has been characterized by political and religious conflicts, terrorism, and social and religious tensions, any or all of which may materially and adversely impact economic conditions and growth in the country. The Nigerian political climate is predominantly controlled by two political parties – People's Democratic Party (PDP) and the All Progressives Congress (APC), the latter being the incumbent.

In recent years, Nigeria has experienced considerable unrest, terrorism and political and religious conflicts. Divisions based on geography can be magnified by religious differences, particularly between the north, which has a predominantly Muslim population, and the south, which has a predominantly Christian population. These regional affiliations have in the past contributed to, and may continue to contribute to, political and religious tension, which can also lead to social unrest. Insurgent activities in the north-east region of the country have also resulted in social and economic damage. Despite the recent successes in combating insurgent groups, the risk of insurgents regrouping remains. Until the Government is able to address the root of the problems that contribute to this (such as poverty, low level of education, religious intolerance, weak enforcement of law and order and insecurity), insurgent groups are expected to continue to operate, especially in the north-eastern part of Nigeria.

c. Emerging Markets Risk

Emerging markets such as Nigeria are subject to greater risk than more developed markets and financial turmoil in any emerging market could cause the price of securities to decrease. Generally, investments in emerging markets are only suitable for sophisticated investors who understand the instruments and fully appreciate the significance of the risks involved in investing in emerging markets. Investors should also note that emerging markets such as Nigeria are subject to rapid change and that the information set forth in this Shelf Prospectus may become outdated relatively quickly.

Moreover, financial turmoil in any emerging market country tends to adversely affect prices in equity markets of all emerging market countries as investors move their money to more stable, developed markets. Financial problems or an increase in the perceived risks associated with investing in emerging economies could dampen foreign investment in Nigeria and adversely affect the Nigerian economy as companies that operate in emerging markets can face severe liquidity constraints as foreign funding sources are withdrawn. Thus, even if the Nigerian economy remains relatively stable, financial turmoil in any emerging market country could adversely affect the Sponsor's business, as well as result in a decrease in the price of the securities.

Risks Relating to the Issuer

a. The Issuer is a Special Purpose Vehicle with no business operations or significant assets

The Issuer is a special purpose vehicle with no business other than issuing the Bonds and purchasing corresponding debt securities issued by the Sponsor (MCM Notes). The Issuer will have no assets other than the MCM Notes, and (where indicated in a Pricing Supplement), other permitted investments. The Issuer has an obligation under the “Terms and Conditions of the Bonds” and the Trust Deed to pay such amounts of principal and interest and additional amounts (if any) as are due in respect of the Bonds. However, the Issuer’s obligation to pay is equal to the amount of principal, interest and additional amounts (if any) actually received and retained by or for the account of the Issuer from the Sponsor pursuant to the corresponding MCM Notes.

The right of Bondholders to receive payments in respect of the Bonds is therefore limited to payments received by the Issuer from its investments in the MCM Notes.

Thus, investors are relying significantly on the creditworthiness of the Sponsor. Consequently, if the Sponsor fails to meet its payment obligations to the Issuer on the relevant MCM Notes purchased in full, this will result in the Bondholders receiving less than the scheduled amount of principal and/or interest and/or other amounts (if any) payable on the corresponding Bonds. Hence, an investment in such Bonds involves the risk that subsequent changes in the actual or perceived creditworthiness of the Sponsor may adversely affect the market value of such Bonds.

b. Change in Laws

The Issuer is duly incorporated and established under Nigerian law, which remains in effect as at the date of this Shelf Prospectus. No assurance can be given as to the impact of any possible judicial decision or change in Nigerian law or the official application or interpretation of Nigerian law after the date of this Shelf Prospectus.

c. Credit Risk

The Issuer would use the proceeds of the Bonds to purchase debt securities from MCM, therefore a default by the Sponsor in its obligations to the Issuer on a payment date will translate into a default by the Issuer in its obligations to investors leading to the non-payment of the Coupon, and the principal on the Bonds on a payment date.

Risks Relating to the Sponsor

The following are descriptions of the risk factors which are material in respect of the financial situation of MCM. The sequence in which they are listed is not an indication of their likelihood of occurrence or the extent of their commercial consequences. The following statements are complete but not exhaustive, thus prospective investors must consider all the information provided in this Prospectus.

a. Operational risk

This is the risk of direct or indirect loss resulting from inadequate or failed internal processes, people and systems, or from external events. Given the sponsor’s primary operation involves providing capital to small to medium-sized businesses, examples of operational risks include poor evaluation of potential investments, improper due diligence, inadequate skilled personnel, inappropriate investment practices, high transaction costs, and lapses in financial control.

b. Funding Risk

Private equity firms typically pool capital from investors to finance their funds. Funding risk is the risk of not being able to pool adequate capital or investors not meeting their capital commitments. When private equity firms are faced with funding shortfalls, it can limit the size of their investment portfolio and hence reduce potential returns.

c. *Liquidity Risk*

This is the risk that MCM would be unable to meet its obligations as they become due. Private equity investments typically have holding periods, which can span several years, before any returns are expected. Additionally, given the lack of an active market for the underlying investments, it is difficult to estimate when the investments will be realised and the potential returns. This can pose significant liquidity risks and affect the sponsor's funding obligations.

d. *Market Risk*

Market risk is the risk arising from adverse changes in underlying market factors such as interest rates, foreign exchange rates, and other relevant factors such as market volatility, which can have an impact on the value of the investments held in the portfolio.

i. Interest rate risk

Interest rate can affect private equity firms in several ways. Higher interest rates can make private equity borrowing more expensive as investors move their funds to other markets. In addition, higher interest rates can affect the valuation of a company. When interest rates rise, the value of the company assets falls, which can make it difficult for private equity firms to exit their investments. Furthermore, a high interest rate environment could make it difficult for private equity portfolio companies to grow and expand.

ii. Foreign exchange risk

Foreign exchange (currency) risk is the risk that foreign exchange rate fluctuations would affect the value of the investments held in the portfolio. Private equity firms typically make investments in companies domiciled in foreign countries and are therefore exposed to movement in currency values. Adverse movements in currency values can increase the risk of loss and vice versa.

3. APPOINTMENT OF TRUSTEE AND DECLARATION OF TRUST

3.1 The Issuer hereby appoints the Trustee, and the Trustee hereby accepts its appointment, as the representative of the Bondholders in accordance with the provisions of this Deed, any Series Trust Deed and the SEC Rules, and the Trustee will hold the benefit of the covenants, rights and other obligations of the Issuer herein contained, for the benefit of the Bondholders in accordance with this Deed.

3.2 The Parties agree that the appointment of the Trustee shall be specific to the one or more Series of Bonds under the Programme in respect of which that Trustee is specifically named as trustee, and that the Trustee shall be bound by this Deed and the relevant Series Trust Deed.

3.3 By execution hereof, the Trustee has accepted and agreed to be bound by and to enforce the powers, and perform the duties and obligations of the Trustee specifically set forth herein and hereby declare itself Trustee for the Bondholders to hold the benefit of the covenants, rights and other obligations on the part of the Issuer herein contained in trust for the benefit of the Bondholders subject to the terms of this Deed and/or any Series Trust Deed.

3.4 By execution hereof, the Issuer and the Sponsor accept to be bound by the terms of this Deed and perform their duties and obligations under this Deed.

3.5 Any sums received by the Trustee whether of principal, interest or otherwise from the Issuer, shall be received by the Trustee on trust to apply same towards the repayment of Principal Amount and Coupon, fees, indemnities, costs and charges in accordance with this Deed; provided that the rights of each Bondholder as set out in this Deed and the relevant Series Trust Deed is preserved and preferred.

5. AMOUNT AND ISSUE OF THE BONDS

5.1. The Issuer may issue Bonds from time to time in one or more Series in an aggregate nominal amount not exceeding the Programme Limit. Each Series may be issued in Tranches on the same or different Issue Dates and shall be constituted by the Trust Deed. The specific terms of each Tranche (which will be supplemented, where necessary, with supplemental terms and conditions and save in respect of the Issue Date, Coupon, Issue Price, first Coupon Payment Date and nominal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be set out in the applicable Series Trust Deed and Final Terms.

5.2. The Issuer shall be at liberty from time to time (but subject always to the provisions of this Deed) without the consent of the Bondholders to create and issue further Bonds having terms and conditions which are the same as the Bonds of any Tranche under the Programme save for the amount and date of the first Coupon payment and so that the Bonds may be consolidated and form a single series with the outstanding Bonds of a particular Series.

5.3. The Bonds shall be issued at the Issue Price and shall be subscribed for in the multiples and in the manner set forth in the relevant Pricing Supplement or Final Terms.

6. FORMS OF THE BONDS

6.1. Form of Bonds

The Bonds of each Series or Tranche shall be issued in dematerialised (book-entry) form and made eligible for admission to Listing. However, the Bonds may be listed or unlisted at the discretion of the Issuer. The tenor of the Bonds for each Series shall be specified in the relevant Series Trust Deed.

6.2. Title

6.2.1 Issue of Bonds in Dematerialised Form

The Bonds shall be issued in dematerialised (book-entry) form and each Bondholder shall be issued an E-allotment Notification. Each Bondholder shall be entitled to deal in the same in accordance with CSD procedures and guideline.

The CSD Statement of Account shall be conclusive and binding for all purposes save in the case of manifest error and such Person stated in the CSD Statement of Account shall be treated by the Issuer, the Trustee and the Registrar as the legal and beneficial owner of such aggregate number of Bonds for all purposes.

6.2.2. Certificates

Notwithstanding section 6.2.1 above, a Bondholder may elect to receive a Certificate covering the aggregate Principal Amount of his beneficial interest in the Bonds, PROVIDED THAT joint Bondholders shall be entitled to only one (1) Certificate in respect of the Bonds jointly held by them which Certificate shall be delivered to that one of the joint Bondholders whose name appears first in the Register and the delivery of a Certificate to one of such persons shall be deemed to be sufficient delivery to all.

All Certificates shall be issued electronically and sent to the email address provided by the Bondholder. The signatures of a Director and the company secretary may be electronically reproduced or engraved on the Certificates. Each Certificate so executed and authenticated shall be a binding and valid obligation of the Issuer to the Bondholder.

6.3. Persons Deemed Owners

Except as may subsequently be agreed between the Parties to a Series Trust Deed, a Bondholder (or his legal representative) shall be deemed and regarded as the legal and beneficial owner of the Bonds registered in his name for all purposes including but not limited to the payment of the Principal Amount, premium (if any) and Coupon (where applicable).

6.4 Currency, Medium and Place of Payment

6.4.1 The Principal Amount, premium (if any), and Coupon (where applicable) on the Bonds shall be denominated and payable in Naira or any other currency as may be agreed between the Issuer and the Sponsor in accordance with the applicable Pricing Supplement, subject to compliance with all applicable legal and regulatory requirements.

6.4.2 Payment of the Principal Amount, premium (if any) and Coupon (where applicable) shall be made in the manner specified in the Final Terms.

6.4.3 Payment of the Final Redemption Amount shall be made in the manner as specified in the Final Terms.

6.4.4 Any payment made pursuant to 6.4.1 to 6.4.3 above shall be deemed valid and shall satisfy and discharge the Issuer of any obligation to make payment on such Bonds to the extent of the amount paid.

6.5 Exchange of Certificates and CSD Statement of Account

Upon delivery and surrender of any Certificate to the Registrar together with written instructions satisfactory to the Registrar, (duly executed by the registered Bondholder or his attorney duly authorised in writing), the Certificate may be exchanged for an amount equal to the aggregate outstanding Principal Amount or final Instalment Amount (where applicable) of registered Bonds of that Series or Tranche; provided that such surrender and exchange shall occur on the Maturity Date of each Series or Tranche or any other date in respect of a Series or Tranche as specified in the relevant Series Trust Deed and/or Pricing Supplement.

The CSD rules and procedure will apply to the Exchange of the CSD Statement of Account in the case of dematerialised Bonds.

6.6 Transfer of Bonds and Register of Bondholders

6.6.1 All Bonds issued pursuant to this Deed shall be transferable subject to the provisions for registration of transfers contained herein.

6.6.2 The Issuer shall cause the Register, with respect to each Tranche or Series of Bonds, to be maintained at the offices of the Registrar and the Registrar shall provide for the registration and transfer of any Bonds under such reasonable regulations as the Registrar with the approval of the Issuer and the Trustee may prescribe.

6.6.3 Each Tranche or Series shall be registered in the applicable Register. The Register shall contain the names and addresses of the Bondholders, the respective number of Bonds held, the nominal value of the Bonds, the date of allotment or purchase, the CSD account number of the Bonds together with any other information that may be deemed necessary by the Issuer or the Trustee. Any transfer of Bonds represented by a Certificate shall be effective only to the extent that such transfer is registered in the Register, by the Bondholder or transferee thereof in person or by his attorney duly authorised in writing, upon delivery and surrender of the Certificate together with a written instrument of transfer in a form satisfactory to the Registrar duly executed by or on behalf of the registered Bondholder and the transferee or by a duly authorised attorney. Upon surrender of the aforesaid documents to facilitate the registration of transfer of Bonds, the Registrar shall, if the above stated conditions are met, register such transfer, and deliver a new Certificate (if any) to the transferee as appropriate.

6.6.4 The transfer of Bonds in dematerialised (book entry) form shall be regulated by the CSD procedures and guidelines.

6.6.5 The Trustee and the Bondholders or any of them and any person authorised in writing by any of such persons shall, upon giving the Registrar at least two (2) Business Days' prior written notice, be at liberty at all reasonable times during business hours to inspect the Register and to take copies of the Register certified by the Registrar or any authorised officer of the Issuer and extracts from same or any part thereof.

6.6.6 The Register shall be closed during such periods not exceeding an aggregate of thirty (30) days in any year.

6.7 Statements of Account

6.7.1 The Issuer and the Trustee may call for and, except in the case of manifest error, shall be at liberty to accept and place full reliance on (without liability), as sufficient evidence thereof, the CSD Statement of Account or any form of record made by the CSD or such other form of evidence and/or information and/or certification as they shall, in their absolute discretion, think fit to the effect that at any particular time or throughout any particular period any particular person is, was, or will be, shown in its records as the Bondholder of a particular nominal amount of Bonds and, if it does so rely, such CSD Statement of Account, form of record, evidence, information or certification shall be conclusive and binding on all concerned.

6.8 Separate Series

The Bonds of each Series shall form a separate Series of Bonds and accordingly, unless for any purpose the Trustee and the Issuer in their absolute discretion shall otherwise determine, the provisions of Clauses 6 to 39 (both inclusive) and Schedule 3 shall apply mutatis mutandis separately and independently to the Bonds of each Series and in such Clauses and Schedule, the expressions Bonds and Bondholders shall be construed accordingly.

7. REDEMPTION OF BONDS

7.1 The Bonds will be redeemed at their Principal Amount (to the extent of the amount unpaid as of the Maturity Date) plus premium (if any) and Coupon (where applicable) on the Maturity Date, (or earlier at the option of the Issuer or the Bondholders if so provided in the relevant Series Trust Deed).

7.2 The mode and terms of redemption of the Bonds will be as stated in the relevant Series Trust Deed and in accordance with Schedule 3 Condition 4 (Redemption, Purchase and Options).

7.3 The Trustee shall not be required to take any steps to ascertain whether an Event of Default, or any other event which could lead to the exercise of a Put Option (as defined in Schedule 3, Condition 4 (Redemption, Purchase and Options)) has occurred and shall not be liable for omitting to take any such steps.

9. COVENANT OF COMPLIANCE

9.1 The Issuer, the Sponsor and the Trustee covenant with each other that they will comply with, perform, and observe all the provisions of this Deed which are binding on them. The Trustee shall hold the benefit of this covenant upon trust for itself and the Bondholders.

9.2 The Conditions shall be binding on the Issuer, Sponsor, the Trustee and the Bondholders. The Trustee shall hold the benefit of this covenant upon trust for itself and the Bondholders.

10. CANCELLATION OF BONDS AND RECORDS

10.1 The Issuer shall procure that all Bonds: (i) redeemed or (ii) purchased by or on behalf of the Issuer, the Sponsor, any holding company of the Issuer or any Subsidiary, or (iii) which are not Outstanding may be cancelled by or on behalf of the Issuer and a certificate or statement stating:

10.1.1 the aggregate Principal Amount of Bonds which have been redeemed;

10.1.2 the serial numbers of such Bonds;

10.1.3 the aggregate nominal amount of Bonds (if any) which have been purchased by or on behalf of the Issuer or any Subsidiary of the Issuer (if any) and cancelled;

shall be given to the Trustee by the Registrar on behalf of the Issuer as soon as reasonably practicable and in any event, within two (2) Months after the date of such redemption, purchase, payment, exchange or replacement (as the case may be). The Trustee may accept such certificate as conclusive evidence of redemption, purchase or replacement pro tanto of the Bonds or of cancellation of the Bonds. Provided that any Bonds not cancelled in accordance with this Clause may be re-issued by the Issuer in accordance with the provisions of the relevant Series Trust Deed.

10.2 The Issuer shall procure: (a) that the Registrar shall keep a full and complete record of all Bonds and of their redemption or purchase by or on behalf of the Issuer, the Sponsor or any Subsidiary (if any), any cancellation or any payment (as the case may be) and of all replacement Certificates; (b) that the Registrar shall with regards to interest bearing Bonds, retain a list of Bondholders to whom interest was paid; and (c) that such records shall be made available to the Trustee within the period stated in Clause 10.1 above.

16. COVENANTS OF THE ISSUER

16.1 The Issuer covenants and agrees that:

16.1.1 it shall, as and when the Bonds of any Series or Tranche or any instalment of principal in respect thereof becomes due to be redeemed, or on such earlier date as the same or any part thereof may become due and repayable thereunder, in accordance with the Conditions, unconditionally pay or procure to be paid to or to the order of the Trustee, in accordance with the relevant Series Trust Deed, in immediately available funds, the Principal Amount in respect of the Bonds of such Series or Tranche or the amount of such instalment becoming due for

redemption on that date and shall in the meantime and until redemption in full of the Bonds of such Series or Tranche (both before and after any judgment or other order of a court of competent jurisdiction), unconditionally pay or procure to be paid to or to the order of the Trustee as aforesaid, interest (which shall accrue from day to day) on the nominal amount of the Bonds outstanding of such Series or Tranche at rates and/or in amounts calculated from time to time in accordance with, or specified in, and on the dates provided for in, the relevant Pricing Supplement

16.1.2 save for transactions involving an arrangement necessitated by any law or regulation, wherein prior notification to the Trustee will suffice, it shall not without the prior written consent of the Trustee (which consent may only be withheld by the Trustee if it is of the reasonable opinion that to do so will be materially prejudicial to the interests of the Bondholders) consolidate with or merge into any other Person (or enter into any transaction whose effect would be similar to that of a merger or sell, convey, transfer, lease or otherwise dispose of all or substantially all of its property and assets to any Person by one or more transactions or series of transactions (whether related or not) (any such consolidation or merger (or transaction whose effect would be similar to that of a merger) and any such transaction or series of transactions, a “consolidation” or “merger”) if such consolidation or merger would have a Material Adverse Effect, unless:

16.1.2.1 the Issuer shall be the continuing Person or the successor Person (as a result of such consolidation or merger), shall be a corporation organised and validly existing under the laws of Nigeria, and shall expressly assume by a supplemental trust deed to this Deed in form and substance satisfactory to the Trustee, all of the obligations of the Issuer under this Deed;

16.1.2.2 immediately before and after giving effect to such consolidation or merger, no Potential Event of Default or Event of Default shall have occurred and be continuing;

16.1.2.3 a Rating Reaffirmation is obtained in respect of such merger or consolidation or transfer of assets, as the case may be; and

16.1.2.4 the Issuer or such successor Person, as the case may be, shall have delivered to the Trustee, a certificate signed by two of its directors stating the consolidation or merger complies with the provisions of Clauses 16.1.2.1 to 16.1.2.3 above.

16.1.3 it shall faithfully perform at all times, any and all covenants including covenants set out in Condition 3 (Covenants) of Schedule 3, undertakings, stipulations and provisions on its part to be performed as provided in this Deed and in the relevant Series Trust Deed for every issue of Bonds of any Series or Tranche executed and delivered hereunder and in all proceedings of the Issuer pertaining thereto.

16.1.4 it shall pay the Trustee such fees as may be agreed between the Parties, and reimburse the Trustee, for all agreed reasonable and proper out of pocket costs and expenses as it may incur in connection with the performance of its duties under this Deed including the agreed costs for convening and holding meetings of Bondholders.

16.2 So long as any of the Bonds remains outstanding, the Issuer shall and the Sponsor shall procure that the Issuer shall:

16.2.1 at all times carry on and conduct its affairs in a proper and diligent manner;

16.2.2 procure that the rating of the Issuer and the Bonds be reviewed annually by a rating agency duly registered with the SEC as may be required under the ISA and SEC Rules;

16.2.3 give or procure to be given to the Trustee such opinions, certificates and information as the Trustee shall reasonably require and in such form as the Trustee shall reasonably require for the purpose of the discharge or exercise of the duties, trusts, powers, authorities and discretions vested in the Trustee under this Deed or by operation of law;

16.2.4 at all times keep books of account and upon reasonable notice, allow the Trustee and any Appointees to whom the Issuer shall have no reasonable objection, free access to such books of account at all reasonable times during normal business hours;

16.2.5 send to the Trustee (in addition to any copies to which the Trustee may be entitled as a holder of any securities of the Issuer) two (2) copies in English language of every report, circular and notice of general meeting and every other document issued or sent to its shareholders within ten (10) Business Days after the issue or publication thereof;

16.2.6 forthwith give notice in writing to the Trustee of the coming into existence of any Security Interest which would require any security to be given to the Bonds pursuant to this Deed or the applicable Series Trust Deed or of the occurrence of any Event of Default or any Potential Event of Default;

16.2.7 send to the Trustee within five (5) Business Days copies of every financial report, (including its annual accounts, semi-annual accounts and quarterly accounts) sent to the NGX, the FMDQ (where applicable) and the SEC in accordance with the timelines prescribed by the NGX, FMDQ and the SEC;

16.2.8 within five (5) Business Days after a demand in writing by the Trustee provide a certificate in or substantially in the form set out in Schedule 4 (Form of Directors' Certificate) signed by two (2) of the Directors of the Issuer and the Sponsor to the effect that as at a date not more than five (5) Business Days before delivering such certificate (the relevant certification date) there did not exist and had not existed since the relevant certification date of the previous certificate (or, in the case of the first such certificate, the date hereof) any Event of Default or any Potential Event of Default (or if such exists or existed specifying the same) and that during the period from and including the relevant certification date of the last such certificate (or, in the case of the first such certificate, the date hereof) to and including the relevant certification date of such certificate that it has complied with all its obligations contained in this Deed;

16.2.9 at all times execute all such further documents, and perform all acts and things as may be reasonably necessary at any time or times in the reasonable opinion of the Trustee for the purpose of discharging the Trustee's functions under, or giving effect to, this Deed;

16.2.10 appoint the Registrar who shall be responsible to the Trustee;

16.2.11 at all times ensure that the Registrar maintains a Register in accordance with this Deed and the Conditions;

16.2.12 use its best endeavours to maintain the quotation or Listing on the relevant Stock Exchange of those of the Bonds which are quoted or listed or, if it is unable to do so having used such endeavours, use its best endeavours to obtain and maintain a quotation or Listing of such Bonds on such other stock exchange or exchanges or securities market or markets as the Issuer may decide and also upon obtaining a quotation or Listing of such Bonds issued by it on such other stock exchange or exchanges or securities market or markets enter into a trust deed supplemental to this Deed to effect such consequential amendments to this Deed as the Trustee may require or as shall be requisite to comply with the requirements of any such stock exchange or securities market;

16.2.13 give notice to the Bondholders, the Trustee and the SEC of the appointment, resignation or removal of the Registrar (other than the appointment of the initial Registrar) at least thirty (30) days prior to such event taking effect; provided always that so long as any of the Bonds remain outstanding in the case of the termination of the appointment of the Registrar, no such termination shall take effect until a new Registrar has been appointed by the Issuer on terms previously approved in writing by the Trustee, provided that the Trustee shall not be required to approve the fees payable to the Registrar;

16.2.14 send to the Trustee, not less than ten (10) days or such other shorter notice as may be agreed by the Trustee and Issuer, prior to which any such notice is to be given, the form of every notice to be given to the Bondholders and obtain the prior written approval of the Trustee to, and promptly give to the Trustee, two copies of the final form of every notice to be given to the Bondholders;

16.2.15 in order to enable the Trustee ascertain the nominal amount of the Bonds of each Series for the time being outstanding for any of the purposes referred to in the proviso to the definition of Outstanding in Clause 1.49, deliver to the Trustee within ten (10) Business Days upon being so requested in writing by the Trustee, a certificate in writing signed by two of its Directors or other authorised signatories, setting out the total number and aggregate nominal amount of the Bonds of each Series or Tranche issued which:

(i) up to and including the date of such certificate have been purchased by the Issuer, any Subsidiary of the Issuer (if any), any holding company of the Issuer or any other Subsidiary of such holding company, and cancelled; and

(ii) are at the date of such certificate held by, for the benefit of, or on behalf of, the Issuer, any holding company of the Issuer or any other Subsidiary of such holding company;

16.2.16 give prior notice to the Trustee of any proposed redemption and, if it shall have given notice to the Bondholders of its intention to redeem any Bonds, duly proceed to redeem the Bonds accordingly.

17. COVENANTS OF THE SPONSOR

The Sponsor hereby covenants with the Trustee that, so long as any of the Bonds remain outstanding, it will duly perform and comply with the obligations expressed to be undertaken by it as set out below and in the Notes.

17.1 The Sponsor shall provide to the Trustee and the Rating Agency:

17.1.1 as soon as same are available (and in any event within ninety (90) days of the end of the Sponsor's financial year), the audited consolidated financial accounts of the Sponsor for each financial year;

17.1.2 as soon as same are available (and in any event within thirty (30) days of the end of the first six (6) months of the Sponsor's financial year), the unaudited consolidated financial accounts of the Sponsor for those six (6) months; and

17.1.3 an annual Directors' certificate in or substantially in the form set out in the Schedule 4 (Directors' Certificate) certifying as to the absence of any Event of Default or, if there is an Event of Default, describing the action the Sponsor is taking or proposes to take to remedy the same.

17.2 The Sponsor shall permit its Auditors to communicate directly with the Trustee or its Appointees following the occurrence and during the continuance of an Event of Default.

17.3 The Sponsor shall:

17.3.1 ensure that the Issuer duly performs and complies with the obligations expressed to be undertaken by it as set out in the Programme Documents and in respect of the Bonds; and

17.3.2 comply in all material respects with all applicable laws, rules, regulations and licenses unless failure to perform such obligations or comply with such terms and conditions would not reasonably be expected to have a Material Adverse Effect.

17.4 The Sponsor shall not without the prior written consent of the Trustee (which consent may only be given by the Trustee if it is of the reasonable opinion that to do so will not be materially prejudicial to the interests of the Bondholders) (i) merge or consolidate with any other person (or enter into any transaction whose effect would be similar to that of a merger), or (ii) directly or indirectly transfer to any person all or substantially all of its properties or assets as an entirety in one or more related transactions (any such consolidation or merger (or transaction whose effect would be similar to that of a merger) and any such transaction or series of transactions, a "consolidation" or "merger") unless:

17.4.1 the Sponsor shall be the continuing Person or the successor Person (as a result of such consolidation or merger) shall be a company organised and validly existing under the laws of Nigeria, and shall expressly assume by

a supplemental trust deed to the Trust Deed in form and substance satisfactory to the Trustee, all of the obligations of the Sponsor under the Notes and the Trust Deed;

17.4.2 immediately before and after giving effect to such consolidation or merger, no Potential Event of Default (as defined in the Trust Deed) or Event of Default shall have occurred and be continuing; and

17.4.3 the Sponsor or such successor Person, as the case may be, shall have delivered to the Trustee (A) an opinion of independent legal advisers of recognised standing stating the consolidation or merger complies with the provisions of this Deed and (B) a certificate signed by two of its directors stating the consolidation or merger complies with this Deed and no Event of Default would occur or be reasonably expected to occur as a result of such merger or consolidation or transfer of assets, as the case may be; and

17.4.4 a Rating Reaffirmation is obtained in respect of such merger or consolidation or transfer of assets, as the case may be.

17.5 For so long as any of the Notes remain outstanding, the Sponsor shall not create or permit to subsist any charge, mortgage, lien, pledge or other security interest upon any of its assets or any other property or any other indebtedness guaranteed by it, without the prior written consent of the Trustee (such consent not to be unreasonably withheld). Where the Trustee so consent in relation to the Notes, the Sponsor shall at the same time as the creation of such indebtedness grant to the Trustee (for the benefit of the Bondholders) the same or equivalent security as is granted in relation to the indebtedness.

17.6 The Sponsor shall insure and keep insured to the satisfaction of the Trustee and to the full replacement value thereof all such parts of its assets as are of an insurable nature against loss or damage by fire, explosion, lightning, storm, tempest, flood (where appropriate), aircraft and things dropped therefrom and such other risks as in accordance with sound commercial practice are normally insured against by companies carrying on a similar business in one or more insurance offices of repute and shall produce the policies of such insurance (or evidence of renewal thereof) to the Trustee if required and duly pay or cause to be paid the premiums and other sums of money payable in respect of all such insurance and if required, produce to the Trustee the receipt for the same within seven (7) days of the same being requested by the Trustee.

19. ESTABLISHMENT OF DESIGNATED ACCOUNTS

19.1 Unless otherwise stated in any Series Trust Deed, the Issuer shall, not later than fifteen (15) Business Days before the first Coupon Payment Date for each Tranche or Series of Bonds, cause to be opened a Designated Account, no matter the name called under the relevant Series Trust Deed, in the name of the Trustee, into which the Issuer shall pay, or procure the payment of, at least three (3) Business Days before a Coupon Payment Date, Instalment Date (as defined in Condition 4 of Schedule 3) or Maturity Date (“Funding Date”) all monies due under the relevant Tranche or Series of Bonds at the time to the Bondholders. Each Series Trust Deed shall specify how the relevant Designated Account will be funded.

19.2 The Trustee shall notify the Issuer and the Sponsor:

19.2.1 at least five (5) Business Days before a Funding Date of an impending Funding Date;

19.2.2 if it or its Appointee have not by close of business on the Funding Date received the full amount required for payment to the Bondholders, that it or its Appointee have not received the said amount; or

19.2.3 if it or its Appointee has received the full amount of any sum payable in respect of the Bonds, that it or its Appointee have received the said amount.

37. DISPUTE RESOLUTION

37.1 Notification to the SEC

In the event of any dispute arising out of or under this Deed, the Parties shall within five (5) Business Days from the date the dispute arose, notify the SEC of the existence of the dispute.

37.2 Amicable Settlement

The Parties shall endeavour to amicably resolve any dispute or misunderstanding that may arise between them, in relation to the terms of this Deed by mutual consultation within ten (10) Business Days of occurrence of the dispute.

37.3 Arbitration

37.3.1 Where the Parties are unable to resolve any dispute amicably within ten (10) Business Days of holding consultations after a dispute arises, such dispute shall then be settled by arbitration in accordance with the Arbitration and Mediation Act 2023 or any statutory re-enactment or modification thereof.

37.3.2 The arbitration panel shall consist of three (3) arbitrators, one arbitrator appointed jointly by the Issuer and the Sponsor, and the second arbitrator appointed by the Trustee. The third arbitrator, who shall preside over the panel, shall be appointed by the two (2) arbitrators appointed by the Parties. Where the two (2) appointed arbitrators are unable to agree on the choice of the third arbitrator within two (2) Business Days after their own appointments, the choice of the third arbitrator shall be referred to the Director General of the SEC, who shall nominate the third arbitrator. The arbitral proceedings shall be held in Lagos, Nigeria, and shall be conducted in the English language.

37.3.3 The Parties shall have a maximum period of fifteen (15) Business Days from the date on which the third arbitrator is appointed (or such other days as the arbitrators may permit) to exchange pleadings.

37.3.4 The arbitrators shall have a maximum period of ten (10) Business Days following the Parties' exchange of pleadings, to resolve the dispute. The arbitral award shall be final and binding on the Parties.

37.3.5 Where the dispute is not or cannot be resolved by arbitration in accordance with Clauses 37.3.1 to 37.3.4 above, the said dispute shall be referred to the SEC for resolution.

37.3.6 Any Party aggrieved by the decision of the SEC reached in accordance with Clause 37.3.5 may refer the matter to the Investments and Securities Tribunal established in accordance with the provisions of the ISA, for resolution.

37.3.7 Each Party shall bear the cost and expenses of the arbitrator appointed by it while the costs and expenses of the third arbitrator shall be borne in equal proportions by both Parties.

37.4 This Clause 37 shall be severable from the rest of this Deed and shall remain effective if this Deed is cancelled or terminated.

CONDITION 9

EVENTS OF DEFAULT

Upon the happening of any of the following events ("Events of Default"), the Issuer shall forthwith notify all the Bondholders and the Trustee. The Trustee at its discretion may, and if so requested in writing by Bondholders of at least one-tenth in principal amount of the Bonds of the relevant Series then Outstanding, or if so directed by a Special Resolution of the Bondholders of the Bonds of the relevant Series, shall give written notice to the Issuer and the Sponsor at their specified offices, effective upon the date of receipt thereof by the Issuer, that an Event of Default has occurred and that the Bonds are immediately due and repayable, whereupon the Early Redemption Amount (if any) of the Bonds together with any accrued interest to the date of payment shall become immediately due and payable:

(i) Non-Payment: default is made in the payment on the due date of the Principal Amount, Coupon and premium (if any) in respect of the Bonds or on the Notes and such default continues for a period of five (5) Business Days; or

(ii) Breach of Other Obligations: the Issuer does not perform or comply with any one or more of its other obligations in the Bonds or the Programme Trust Deed which default is incapable of remedy, or is not remedied within thirty (30) days after written notice of such default shall have been given to the Issuer by the Trustee at their specified office; or

(iii) Cross-Default: (A) any other present or future indebtedness of the Issuer or the Sponsor for or in respect of monies borrowed or raised becomes due and payable prior to its stated maturity by reason of any default on the part of the Issuer or the Sponsor, or (B) any such indebtedness is not paid when due or, as the case may be, within any applicable grace period, or (C) the Issuer or the Sponsor fails to pay when due any amount payable by it under any present or future guarantee for, or indemnity in respect of, any monies borrowed or raised provided that the aggregate amount of the relevant indebtedness, guarantees and indemnities in respect of one or more of the events mentioned above in this paragraph (iv) have occurred and equals or exceeds N1,000,000,000.00 (One Billion Naira); or

(iv) Enforcement Proceedings: a distress, attachment, execution or other legal process is levied, enforced or commenced against the property, assets or revenues of the Issuer or Sponsor or a Material Subsidiary, where the value of such property, assets or revenue exceeds N1,000,000,000.00 (One Billion Naira), and such distress, attachment, execution or other legal process is not discharged or stayed within one hundred and eighty (180) days; or

(v) Release of Sponsor: if there shall be any release of the Sponsor from its obligations under this Deed, the Notes or any of the Programme Documents, other than in accordance with this Deed, including any release by operation of law, or any failure by the Sponsor to make payment when demanded by the Trustee in accordance with the Programme Documents; or

(vi) Event of Default under the Master Notes Purchase Agreement: if there shall be an occurrence of an event of default under the Master Notes Purchase Agreement; or

(vii) Security Enforced: any mortgage, charge, pledge, lien or other encumbrance, present or future, created or assumed by the Issuer or Sponsor over a material part of the Issuer's property, assets or revenues, becomes enforceable and any step is taken to enforce it (including the taking of possession or the appointment of a receiver, manager or other similar person); or

(viii) Insolvency: the Issuer or the Sponsor 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 Sponsor; or

(ix) Winding-up: an order is made or an effective resolution passed for the winding-up or dissolution of the Issuer or the Sponsor, or the Issuer or the Sponsor or a Material Subsidiary shall apply or petition 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 Trustee or by a Special Resolution of the Bondholders; or

(x) Failure to take action: any action, condition or thing (including the obtaining of any consent, license, approval or authorisation) now or hereafter necessary to enable the Issuer and/or the Sponsor to comply with their obligations under the Programme Trust Deed for the issuance of the Bonds is not taken, fulfilled or done, or any such consent,

license, approval or authorisation shall be revoked, modified, withdrawn or withheld or shall cease to remain in full force and effect, resulting in the Issuer and/or the Sponsor being unable to perform any of their obligations in terms of the Bonds or the Programme for the issuance of the Bonds for a period of two (2) weeks after the date on which written notice of such failure, requiring same to be remedied shall have been given to the Issuer and/or the Sponsor by the Trustee.

Provided that if the failure is one which can be remedied but cannot be completely remedied within the two (2) weeks after written notice has been given, it shall not be an Event of Default with respect to such Series as long as the Issuer and/or the Sponsor has taken active steps within the two (2) weeks after such written notice has been given to remedy the failure and is diligently pursuing such remedy; or

(xi) Material Adverse Effect: Upon the occurrence of an event with a Material Adverse Effect; or

(xii) Nationalisation: any step is taken by any person with a view to the seizure, compulsory acquisition, expropriation or nationalisation of all or a material part of the assets of the Issuer or the Sponsor.

MBO CAPITAL MANAGEMENT LIMITED

Long-Term Rating:

BBB⁺

Short Term Rating: A2

Rating Outlook: Stable

Trend: Up

Currency: Naira

Date issued: 20 Nov., 2023

Valid Till: 19 Nov., 2024

Reference:

Abiodun Adeseyoju, FCA.
Abimbola Adeseyoju
Oladele Adeoye

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

EXECUTIVE SUMMARY

	2022	2021	2020	2019
	N '000	N '000	N '000	N '000
Revenue	2,568,792	1,593,607	920,224	517,403
Pre-tax-Profit	370,629	248,775	156,760	101,509
Equity	1,294,915	1,061,195	425,302	284,832
Financial Assets	30,680,750	5,382,307	2,174,427	15,000
Total Assets	52,654,711	19,602,741	5,085,284	1,194,643
Total Liabilities	51,359,797	18,541,548	4,659,981	909,678

Rating Explanation

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

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

RATING SYNOPSIS

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

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

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

Overall, the following were observed:

Positive Rating Factors:

- Experienced Management Team
- Good Liquidity
- Robust Investment Strategy

Negative Rating Factors:

- Macro-Economic Constrains

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

19. HISTORICAL FINANCIAL INFORMATION OF THE SPONSOR

The following is a copy of the report of the Reporting Accountant on the Sponsor's historic five year audited financial statements ended 31 December 2023:



04 September 2024

Independent assurance report to:

The board of directors
MBO Capital Management Limited
20 Alexander avenue
Ikoyi, Lagos
Nigeria

and

The Managing Director
Chapel Hill Denham
10, Bankole Oki Street
Ikoyi, Lagos
Nigeria

Dear Sirs

We have reviewed the accompanying financial statements of MBO Capital Management Limited which comprise the statements of financial position for the years ended 31 December 2019, 31 December 2020, 31 December 2021, 31 December 2022 and 31 December 2023, the statements of profit or loss and other comprehensive income, the statements of changes in equity, the statements of cash flows for the years then ended, the statement of material accounting policies and other explanatory notes (together "the financial information"). The financial information is based on the audited financial statements of MBO Capital Management Limited (the "Company").

Directors Responsibility

The Directors are responsible for the preparation and fair presentation of the financial statements on which the financial information is based, in accordance with the basis of accounting described in the statement of material accounting policies and for such internal control as is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error. The Directors are also responsible for the contents of the prospectus in which this report is included.

Our Responsibility

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

PricewaterhouseCoopers
Landmark Towers, 5B Water Corporation Road, Victoria Island, Lagos, Nigeria
T: +234 2012711700, www.pwc.com/ng LIRS payer ID: C-307409 BN: 958268 TIN: 01556757-0001

Partners: S Abu, O Adekoya, T Adeleke, G Adepetu, W Adetokunbo-Ajayi, S Adu, A Akingbade, O Alakhume, A Attitebi, C Azobu,
E Erhie, K Erikume, H Jaiyeola, T Labeodan, U Muogilim, C Obaro, C Ojechi, U Ojinmah, O Oladipo, W Olowofoyeku, P Omontuemhen,
O Osinubi, T Oyaniran, O Ubah, Y Yusuf



A review of financial information in accordance with ISRE 2400(Revised) is a limited assurance engagement. The review primarily consists of making inquiries of management and others as appropriate, applying analytical procedures and evaluating the evidence obtained. The procedures performed in a review are substantially less than those performed in an audit conducted in accordance with International Standards on Auditing. Accordingly, we do not express an audit opinion on this financial information.

Conclusion

Based on our review, nothing has come to our attention that causes us to believe that the accompanying financial information does not present fairly, in all material respects the state of the financial position of the group as at the dates stated and of its profit or loss and cash flows for the years then ended, in accordance with the Company’s accounting policies.

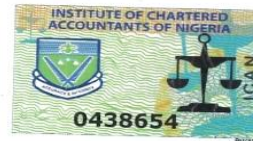
Basis of Accounting

Without modifying our conclusion, we draw attention to the Statement of material accounting policies included in the financial information which describes the basis of accounting. The financial information is prepared for inclusion in the prospectus to be issued in connection with the proposed capital raising transaction. As a result, the financial information man not be suitable for another purpose.

Yours faithfully

For: **PricewaterhouseCoopers**
Chartered Accountants
Lagos, Nigeria

Engagement Partner: Edafe Erhie
FRC/2013/PRO/ICAN/004/00000001143



04 September 2024

MBO Capital Management Limited

Financial information: 2019 - 2023

Statement of financial position

		31 December 2023	31 December 2022	31 December 2021	31 December 2020	31 December 2019
	Notes	N'000	N'000	N'000	N'000	N'000
ASSETS						
Cash and Cash Equivalents	18	545,939	477,573	45,666	387,024	256,478
Trade and Other Receivables	17	3,041,334	2,981,500	1,977,172	1,228,958	696,513
Other financial assets	16	35,906,556	30,813,901	5,382,307	2,214,917	15,000
Investment Property	13	10,913,567	9,282,192	8,000,000	-	-
Property, plant and equipment	11	235,199	138,465	135,194	169,718	5,142
Right of use asset	12	12,560	34,288	56,131	77,860	-
Intangible Assets	14	22,727	948	1,327	537	1,511
Investments in equity instruments	15	12,986,316	9,042,944	4,004,944	994,944	220,000
Deferred tax	23	54,832	-	-	11,327	-
TOTAL ASSETS		63,719,030	52,771,811	19,602,741	5,085,285	1,194,644
LIABILITIES						
Bank overdraft	18	-	1,580	-	-	-
Trade and other payables	24	1,671,001	1,131,792	698,659	304,507	301,679
Client Payables	20	16,886,794	11,735,363	7,868,046	4,062,345	336,452
Current tax payable	26	41,670	127,334	72,606	9,006	7,137
Borrowings	21	37,840,777	37,108,117	9,581,882	114,800	-
Other Liabilities	22	449,301	250,501	250,501	-	-
Deferred income	25	2,337,696	1,011,328	-	129,916	259,831
Lease liabilities	12	-	23,489	44,356	39,407	-
Deferred Tax	23	-	34,820	25,498	-	4,578
TOTAL LIABILITIES		59,227,239	51,424,324	18,541,548	4,659,981	909,677
EQUITY						
Equity Attributable to Owners						
Share Capital	19	150,000	150,000	150,000	150,000	150,000
Share Premium	19	339,254	339,254	339,254	569,254	569,254
Retained earnings/ (Accumulated loss)	20	1,216,465	108,233	(178,061)	(293,950)	(434,288)
Fair Value Reserve	21	2,786,072	750,000	750,000	-	-
		4,491,791	1,347,487	1,061,193	425,304	284,966
Total equity and liabilities		63,719,030	52,771,811	19,602,741	5,085,285	1,194,643

The accompanying notes form an integral part of these financial information.

MBO Capital Management Limited

Financial information: 2019 - 2023

Statement of profit or loss and other comprehensive income

		31 December 2023	31 December 2022	31 December 2021	31 December 2020	31 December 2019
	Notes	N'000	N'000	N'000	N'000	N'000
Revenue	2	3,426,302	2,701,943	1,593,607	920,224	517,403
Direct expense	3	(1,906,869)	(1,425,969)	(1,018,892)	(452,911)	(8,263)
Gross profit		1,519,433	1,275,974	574,715	467,313	509,140
Other operating income	4	41	9,429	11,516	3,893	-
Other operating gains/(losses)	5	478,390	(93,393)	95,253	(7,023)	(15,021)
Operating expenses	6	(889,955)	(490,373)	(394,294)	(260,533)	(283,382)
Movement in credit loss allowances	7	(22,440)	(41,254)	(15,916)	(42,941)	-
Operating profit		1,085,469	660,383	271,274	160,709	210,737
Finance Costs	8	(163,281)	(237,179)	(22,502)	(4,082)	(109,229)
Profit Before Tax		922,188	423,204	248,772	156,627	101,508
(Taxation)/Tax credit	9	55,022	(136,656)	(107,345)	8,977	(2,587)
Profit for the year		977,210	286,548	141,427	165,604	98,921
Other comprehensive income:						
Items that will not be reclassified subsequently to profit or loss						
Gain on valuation of investments in equity instruments						
		2,036,072	-	750,000	-	-
Other comprehensive income for the year net of taxation		2,036,072	-	750,000	-	-
Total comprehensive income for the year		3,013,282	286,548	891,427	165,604	98,921
Earning Per Share:						
Basic (Naira)	28	14.40	2.26	0.94	1.10	0.66

The accompanying notes form an integral part of these financial information.

MBO Capital Management Limited

Financial information: 2019 - 2023

Statement of cash flows

		31 December 2023	31 December 2022	31 December 2021	31 December 2020	31 December 2019
	Notes	N'000	N'000	N'000	N'000	N'000
Cash flows from operating activities						
Cash generated from/(used in) operations	27	2,646,257	1,259,714	(491,987)	(487,068)	174,440
Finance costs	8	(163,281)	(237,179)	(17,553)	(4,082)	(109,229)
Tax paid	10	(120,293)	(70,520)	(6,920)	(5,059)	-
Net cash generated from/ (used in) operating activities		2,362,683	952,015	(516,460)	(496,209)	65,211
Cash Flow from Investing activities						
Purchase of property, plant and equipment	11	(125,566)	(20,257)	(12,807)	(175,636)	(2,614)
Sales proceed on disposal	5	650	(15)	57	-	-
Acquisition of right of use assets	12	-	-	-	(47,506)	-
Acquisition of investment property	13	(1,631,375)	(1,282,192)	(8,000,000)	-	-
Purchase of other intangible assets	14	(26,629)	-	(1,319)	-	-
Financial assets at amortised cost	16	(5,092,655)	(25,431,594)	(3,167,390)	(2,199,917)	-
Acquisition of equity investment		(1,907,300)	(5,055,870)	(2,260,000)	(792,912)	-
Sale of financial assets		-	-	-	-	1,500
Net cash used in investing activities		(8,782,875)	(31,789,928)	(13,441,459)	(3,215,971)	(1,114)
Cash Flow from Financing activities						
Movement in bank loans	21	732,660	27,526,236	9,467,082	114,800	-
Movement in client payables	20	5,151,431	3,867,317	3,805,701	3,734,949	(6,111)
Other liabilities	22	198,800	-	250,501	-	-
Lease liabilities	12	(23,489)	(20,867)	-	-	-
Net cash from financing activities		6,059,402	31,372,686	13,523,284	3,849,749	(6,111)
Total cash movement for the year		(360,790)	534,773	(434,635)	137,569	57,986
Cash at the beginning of year	18	475,994	45,666	387,024	256,478	213,513
Effect of exchange rate movement on cash balances	5	430,736	(104,446)	93,277	(7,023)	(15,021)
Total cash at end of the year		545,940	475,994	45,666	387,024	256,478

The accompanying notes form an integral part of these financial information.

MBO Capital Management Limited

Financial information: 2019 - 2023

Statement of changes in equity

	Share Capital N'000	Share Premium N'000	Fair Value Reserve N'000	Accumulated loss N'000	Total equity N'000
Balance as at 1 January 2019	150,000	569,254	-	(533,209)	186,045
Profit for the year	-	-	-	98,921	98,921
Other comprehensive income	-	-	-	-	-
Total comprehensive income for the year	-	-	-	98,921	98,921
Balance as at 31 December 2019	150,000	569,254	-	(434,288)	284,966
Balance as at 1 January 2020	150,000	569,254	-	(434,288)	284,966
Profit for the year	-	-	-	165,604	165,604
Other comprehensive income	-	-	-	-	-
Total comprehensive income for the year	-	-	-	165,604	165,604
Prior period error	-	-	-	(25,266)	(25,266)
Balance as at 31 December 2020	150,000	569,254	-	(293,950)	425,304
Balance as at 1 January 2021	150,000	569,254	-	(293,950)	425,304
Profit for the year	-	-	-	141,427	141,427
Other comprehensive income	-	-	750,000	-	750,000
Total comprehensive income for the year	-	-	750,000	141,427	891,427
Prior year adjustment	-	-	-	(25,538)	(25,538)
Share premium adjustment	-	(230,000)	-	-	(230,000)
	-	(230,000)	-	(25,538)	(255,538)
Balance as at 31 December 2021	150,000	339,254	750,000	(178,061)	1,061,193
Balance as at 1 January 2022	150,000	339,254	750,000	(178,061)	1,061,193
Profit for the year	-	-	-	286,548	286,548
Other comprehensive income	-	-	-	-	-
Total comprehensive income for the year	-	-	-	286,548	286,548
Prior year adjustment	-	-	-	(254)	(254)
Balance as at 31 December 2022	150,000	339,254	750,000	108,233	1,347,487
Balance as at 1 January 2023	150,000	339,254	750,000	108,233	1,347,487
Profit for the year	-	-	-	977,210	977,210
Other comprehensive income	-	-	2,036,072	-	2,036,072
Total comprehensive income for the year	-	-	2,036,072	977,210	3,013,282
Prior year adjustment	-	-	-	131,022	131,022
Balance as at 31 December 2023	150,000	339,254	2,786,072	1,216,465	4,491,791

The accompanying notes form an integral part of these financial information.



September 26, 2023

The Managing Director
MCM Funding SPV Plc
Plot 266b Kofo Abayomi Street
Victoria Island
Lagos

Dear *Sir*,

ESTABLISHMENT OF A ₦50,000,000,000 (FIFTY BILLION NAIRA) BOND ISSUANCE PROGRAMME BY MCM FUNDING SPV PLC AND THE ISSUANCE OF SERIES 1 BONDS UNDER THE PROGRAMME (THE "TRANSACTION")

We write further to the Nil Litigation Letter (the "**Letter**") issued by MCM Funding SPV Plc (the "**Issuer**") in respect of the establishment of a ₦50,000,000,000 (Fifty Billion Naira) bond issuance programme and the issuance of Series 1 Bonds thereunder by the Issuer (the "**Programme**") and under which MBO Capital Management Limited is acting as Sponsor (the "**Transaction**") confirming that as at September 11, 2023 (the "**Relevant Date**"):

- a) the Issuer is not involved in any legal action or claim either as claimant or defendant, appellant, respondent or in any other capacity;
- b) the Issuer is not involved in any third-party claim or any administrative or regulatory proceedings, arbitration, or any other alternative dispute resolution proceedings and
- c) there is no claim or dispute resolution contemplated against the Issuer.

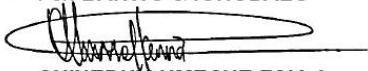
Premised on the confirmations provided in the Letter, we hereby confirm that as at the Relevant Date, we are not aware of any claims and litigations involving the Issuer which may adversely affect the Transaction.

In issuing this Opinion:

- (i) we do not affirm the completeness and/or accuracy of the information provided to us by the Issuer, which were relied upon in preparing this Opinion;
- (ii) we assume that the Issuer will confirm the accuracy of the information provided to us as at the date of the Transaction Documents;
- (iii) we therefore abjure any liability that may be attributable to the incompleteness or inaccuracy of the information provided to us or the Issuer's omission to provide any material information or documentation relating to its claims or liability.

We advise accordingly and are able to provide any clarification you may require with regards to the foregoing.

Yours faithfully,
For: **BANWO & IGHODALO**


CHINEDUM UMECHE FCIArb
PARTNER

Attorney list at www.banwo-ighodalo.com

48, Awolowo Road, South-West Ikoyi, Lagos, Nigeria
Afri-Investment House, 50, Aguiyi-Ironsi Street, Maitama, Abuja, Nigeria
T +234 81 39841360; 8139841361; 8139841362; 8139841363
E banwigho@banwo-ighodalo.com W www.banwo-ighodalo.com



September 26, 2023

The Managing Director
MBO Capital Management Limited
20 Alexander Avenue
Ikoyi
Lagos

Dear *Sir*,

ESTABLISHMENT OF A ₦50,000,000,000 (FIFTY BILLION NAIRA) BOND ISSUANCE PROGRAMME BY MCM FUNDING SPV PLC AND THE ISSUANCE OF SERIES 1 BONDS UNDER THE PROGRAMME (THE "TRANSACTION")

We write further to the Nil Litigation Letter (the "**Letter**") issued by MBO Capital Management Limited (the "**Sponsor**") in respect of the establishment of a ₦50,000,000,000 (Fifty Billion Naira) bond issuance programme by MCM Funding SPV Plc (the "**Issuer**") and the issuance of Series 1 Bonds thereunder (the "**Programme**") and under which MBO Capital Management Limited is acting as the Sponsor the "**Transaction**" confirming that as at September 11, 2023 being the ("**Relevant Date**"):

- a) the Sponsor is not involved in any legal action or claim either as claimant or defendant, appellant, respondent or in any other capacity;
- b) the Sponsor is not involved in any third-party claim or any administrative or regulatory proceedings, arbitration, or any other alternative dispute resolution proceedings and
- c) there is no claim or dispute resolution contemplated against the Sponsor.

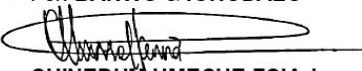
Premised on the confirmations provided in the Letter, we hereby confirm that as at the Relevant Date, we are not aware of any claims and litigations involving the Company which may adversely affect the Transaction.

In issuing this Opinion:

- (i) we do not affirm the completeness and/or accuracy of the information provided to us by the Sponsor, which were relied upon in preparing this Opinion;
- (ii) we assume that the Sponsor will confirm the accuracy of the information provided to us as at the date of the Transaction Documents;
- (iii) we therefore abjure any liability that may be attributable to the incompleteness or inaccuracy of the information provided to us or the Sponsor's omission to provide any material information or documentation relating to its claims or liability.

We advise accordingly and are able to provide any clarification you may require with regards to the foregoing.

Yours faithfully,
For: **BANWO & IGHODALO**


CHINEDUM UMECHE FCIArb
PARTNER

Attorney list at www.banwo-ighodalo.com

48, Awolowo Road, South-West Ikoyi, Lagos, Nigeria
Afri-Investment House, 50, Aguiyi-Ironsi Street, Maitama, Abuja, Nigeria
T +234 8139841360; 8139841361; 8139841362; 8139841363
E banwigho@banwo-ighodalo.com W www.banwo-ighodalo.com

MCM FUNDING SPV PLC

RC: 6979479

14th September 2023

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

Dear Madam,

MATERIAL ADVERSE CHANGE STATEMENT FOR MCM FUNDING SPV PLC: N50 BILLION BOND ISSUANCE PROGRAMME

Except as disclosed in the Shelf Prospectus, the Board confirms that there has been no material adverse change in the financial position or prospects of MCM Funding SPV Plc ("the Issuer") since the incorporation of the Company on May 19, 2023.

Signed for and on behalf of **MCM Funding SPV Plc**



Name: Ekioma O Chukwuneta
Director



Name: Theresa Orji
Director

**PRINCE ABDUL-MUJIB
ADETOKUNBO MUMUNI**
Legal Practitioner & Notary Public
28, Joseph Str, Lagos Island



Plot 266b Kofu Abayomi Street, Victoria Island, Lagos

23. STATUTORY AND GENERAL INFORMATION

INCORPORATION AND SHARE CAPITAL HISTORY OF THE ISSUER

MCM Funding SPV Plc was incorporated in Nigeria on 19th May, 2023 (RC 6979479) as a Public Limited Liability company. The registered address of the Issuer is Plot 266b, Kofo Abayomi Street, Victoria Island, Lagos, Nigeria. The Issuer is a special purpose, funding vehicle of MBO Capital Management Limited with no business operations of its own, other than borrowing, advancing/on-lending funds to, and receiving funds from the Sponsor.

The Issuer's authorized share capital is ₦10,000,000 divided into 10,000,000 ordinary shares of ₦1 each.

Year	Authorised Share Capital (₦)		Par Value of each share	Number of shares	Issued and Fully Paid Up (₦)	
	Increase	Cumulative			Increase	Cumulative
2023	-	10,000,000	₦1.00	10,000,000	-	20,000,000

As of the date of this Shelf Prospectus, the shareholding structure of the Issuer is as follows:

Shareholders	Shareholding	Percentage Shareholding (%)
Vetiva Trustees Limited	5,100,000	51
Theresa Orji	4,900,000	49
Total	10,000,000	100

DIRECTORS' BENEFICIAL INTEREST - ISSUER

No director except for Theresa Orji (directly holding 49%) has any interest in the issued share capital of the Issuer.

INCORPORATION AND SHARE CAPITAL HISTORY OF THE SPONSOR

MBO Capital Management Limited is registered with the Securities and Exchange Commission (SEC) as a Private Equity Fund Manager. The Sponsor provides early stage and expansion capital to small to medium-sized businesses in Nigeria and the rest of Anglophone West Africa with strong growth potential. Mr. Michael Babajide Ogundare, who is currently the Managing Director, founded the firm in 2012.

With a mission to be a catalyst for economic development, MCM Capital has made investments in several companies including FCSL Asset Management Limited, MCM Power, Radix Pension Managers, Retail Supermarkets Nigeria Limited (Shoprite Nigeria), Sourcing and Produce Limited, Sterling Realities Development Company, Sterling Virtual Offices, and Afya Care Nigeria.

The authorized share capital of the Sponsor is ₦150,000,000 (One Hundred and Fifty Million Naira) divided into 150,000,000 ordinary shares of ₦1.00 each. The issued and paid-up capital of the Sponsor is ₦150,000,000 (One Hundred and Fifty Million Naira). The changes in the authorised ordinary share capital of the company since incorporation are reflected in tabular form as follows:

Year	Authorised Share Capital (₦)		Par Value of each share	Number of shares	Issued and Fully Paid Up (₦)		Consideration /Method of Issue
	Increase	Cumulative			Increase	Cumulative	
March, 2012	-	20,000,000	₦1.00	20,000,000	-	20,000,000	Incorporation

October, 2012	30,000,000	50,000,000	₦1.00	50,000,000	30,000,000	50,000,000	Ordinary Resolution
November, 2014	100,000,000	150,000,000	₦1.00	150,000,000	100,000,000	150,000,000	Ordinary Resolution
2023	-	150,000,000	₦1.00	150,000,000	-	150,000,000	No change

SHAREHOLDING STRUCTURE OF THE SPONSOR

As of the date of this Shelf Prospectus, the shareholding structure of the Sponsor is as follows:

Shareholders	Number of shares	% Shareholding
Michael Babajide Ogundare	82,500,000	55.0%
Adcax Nominees Limited	22,500,000	15.0%
Le Finesse Nigeria Limited	15,000,000	10.0%
Iyabode Abigail Sholanke	15,000,000	10.0%
Eyamba Theresa Nzekwu	11,250,000	7.5%
Olufemi Lalude	3,750,000	2.5%
Total	150,000,000	100.0%

SUBSIDIARIES AND ASSOCIATED COMPANIES

As at the date of this Shelf Prospectus, the associated companies of the Issuer are:

Entity	Holding (%)	Country
FCSL Asset Management	51%	Nigeria
Sterling Virtual Offices	100%	Nigeria
Sterling Realities Development Company	100%	Nigeria
MCM Power	100%	Nigeria
Retail Supermarkets Nigeria Limited	5%	Nigeria
Sourcing and Produce	15%	Nigeria
AfyACare	5.59%	Nigeria
Radix Pensions	80%	Nigeria
X Arena	6.5%	Nigeria
NBA Africa	0.15%	Nigeria

INDEBTEDNESS

As at 31 December 2023, prior to the date of this Shelf Prospectus, January 10, 2025, the Sponsor had indebtedness totaling ₦36,108,000,000 (Thirty Six Billion, One Hundred and Eight Million).

OFF BALANCE SHEET ITEMS

As at December 31, 2023 the Sponsor had no Off Balance Sheet Items other than in the ordinary course of business.

COSTS AND EXPENSES

The costs and expenses in respect of any issuance of Bonds under this Programme shall be payable by the Issuer and shall be disclosed in the Pricing Supplement relating to the Bonds

MATERIAL CONTRACTS

- Based on the information provided by the Issuer and Sponsor to the Transaction Counsel, the Transaction Counsel confirms that as at September 11, 2023, save for the Programme Trust Deed between the Sponsor, the Issuer and ARM Trustees Limited (the “Trustee”); Master Notes Purchase Agreement amongst the Sponsor, the Issuer and the Trustee; and Deed of Covenant by the Sponsor in favour of the Issuer and the Trustee (“Transaction Documents”) which the Issuer will enter into, in respect of the Transaction, the Issuer has not entered into any contracts outside the ordinary course of business.

AUTHORIZATION OF THE PROGRAMME

Extracts from the Sponsor’s Board Resolution Authorising the Programme

“At the meeting of the Board of Directors (the “Board”) of MBO Capital Management Limited (the “Company”) duly convened and held on 24th May 2023 at 20, Alexander Avenue, Ikoyi, Lagos State, the Board resolved:

1. That the Company be and is hereby authorised to raise capital of up to N50,000,000,000.00 (Fifty Billion Naira) through the issuance of notes and/or any other instruments by way of a private placement, or otherwise, in such tranches, series, or proportions, and at such dates, coupon, or interest rates, within such maturity periods and upon such terms and conditions as may be determined by the Directors (the “Notes Issuance Programme”), subject to the procurement of all requisite approvals from relevant regulatory authorities.
2. That, connected to the Notes Issuance Programme, the Company be and is hereby authorized to support and sponsor the issuance of debt securities by MCM Funding SPV Plc (the “Issuer SPV”), a special purpose vehicle established by the Company, to raise debt capital of up to N50,000,000,000 (Fifty Billion Naira) whether as a standalone transaction or by way of a bond issuance programme, subject to the procurement of all requisite approvals from relevant regulatory authorities (the “Bond Issuance Programme”).
3. That pursuant to resolutions above, the Company be and is hereby authorized to issue the first series of notes under the Notes Issuance Programme having an aggregate nominal value of up to the maximum raised under the Issuer SPV’s issuance of its series 1 bonds under the Bonds Issuance Programme”

Extracts from the Issuer’s Board Resolution Authorising the Programme

“At the meeting of the Board of Directors (“Board”) of MCM Funding SPV PLC (the “Company”) duly convened and held on the held on the 25th day of May 2023 at the registered office of the Company at 10:00am, the following were proposed and duly passed as resolutions of the Board of Directors of the Company.

That:

1. the Board be and is hereby authorized to establish a Bond Issuance Programme of the sum of N50,000,000,000 (Fifty Billion Naira) by the issuance of bonds and/or other debt securities to investors through a book-building process or any other method and upon such terms and conditions as may be determined by the Directors, subject to obtaining all requisite approvals from relevant regulatory authorities;
2. any 2 (two) Directors of the Company or a Director and the Company Secretary are hereby authorized to enter into any agreements and/or execute any other documents necessary for and or incidental to the establishment of the Bond Issuance Programme or the issuance of any Series of the Bonds; and
3. the Management of the Company be and is hereby authorized to take all steps and do all acts to give effect to the proposed Bond Issuance Programme.”

RELATIONSHIP BETWEEN THE ISSUER, SPONSOR AND OTHER ADVISERS

The Issuer is a Special Purpose Vehicle established by the Sponsor. Besides from these, no relationship other than the professional ones established pursuant to this Shelf Prospectus exists between the Issuer and any of its advisers, other than in the ordinary course of its business and as disclosed below.

The Sponsor has an approved facility in the sum of ₦36.5 billion from Access Bank (a Receiving Bank) and owns a 51% equity stake in FCSL Management Limited (a joint Issuing House).

CONSENTS

The following have given and have not withdrawn their written consents to the issue of this Shelf Prospectus with the inclusion of their names and reports (where applicable) in the form and context in which they appear:

Directors of the Sponsor	Dr. Olufemi A. Lalude Harry Tomi Davies Theresa Eyamba Nzekwu Michael Babajide Ogundare Adekunle Adebisi
Company Secretary of the Sponsor	Olubusola Aigbogun

Directors of the Issuer	Theresa Orji Ekiomado Chukwuneta
Company Secretary of the Issuer	Aluko & Oyebode
Issuing Houses	Chapel Hill Denham Advisory Limited FCSL Asset Management Limited Afrinvest Capital Limited ARM Securities Limited Coronation Merchant Bank Limited
Solicitor to the Issue	Banwo & Ighodalo
Solicitor to the Issuer	Aluko & Oyebode
Joint Trustees	Vetiva Trustees Limited ARM Trustees Limited
Registrar	CardinalStone Registrars Limited
Stockbroker to the Issue	FCSL Asset Management Limited
Rating Agency	DataPro Limited
Sponsor's Auditor	S.S. Afemikhe & Co.
Reporting Accountant	PricewaterhouseCoopers (PWC) Limited
Receiving Banks	Access Bank Plc, Zenith Bank Plc

RESEARCH AND DEVELOPMENT

MCM Funding SPV Plc is solely responsible for its research and development and intends to continuously research into ways to improve its service offerings, efficiency in operations and market opportunities on an economically sustainable basis, to enhance its profitability and maximize returns and value for its shareholders.

CLAIMS AND LITIGATION

The Solicitors Report on Claims and Litigations for the Issuer and Sponsor, prepared by Banwo & Ighodalo , indicates that:

- The Issuer and Sponsor are not involved in any legal action or claim either as claimant or defendant, appellant, respondent, or in any other capacity;
- The Issuer and Sponsor are not involved in any third-party claim or any administrative or regulatory proceedings, arbitration, or any other alternative dispute resolution proceedings; and
- There is no claim or dispute resolution contemplated against the Issuer or Sponsor.

DECLARATIONS AND STATEMENT OF DIRECTORS' RESPONSIBILITIES

Except as otherwise disclosed in this Shelf Prospectus:

- a. No share of the Issuer or the Sponsor is under option or agreed conditionally or unconditionally to be put under option;
- b. No commissions, brokerages or other special terms have been granted by the Issuer or Sponsor to any person in connection with the Bond Issuance Programme or sale of any securities of the Issuer or the Sponsor;
- c. Save as disclosed herein, the directors of the Sponsor have not been informed of any holding representing 5% or more of the issued share capital of the Sponsor;
- d. There are no founders, management or deferred shares or any options outstanding in the Issuer or the Sponsor;
- e. There are no material service agreements between the Issuer/Sponsor or any of its Directors and employees other than in the ordinary course of business;
- f. There are no long-term service agreements between the Issuer/Sponsor or any of its Directors and employees other than in the ordinary course of business;
- g. No Director of the Sponsor has had any interest, direct or indirect, in any property purchased or proposed to be purchased by the Sponsor in the five years prior to the date of this Shelf Prospectus; and
- h. No prosecution has been commenced against the Sponsor or any of its subsidiaries in respect of any breach of any securities or banking laws or CAMA.

Further declarations/information in respect of shareholders'/key management staff:

It is further declared that to the best of the Directors' knowledge as at the date of this Shelf Prospectus:

- a. None of the shareholders'/key management staff is under any bankruptcy or insolvency proceedings in any court of law;
- b. None of the shareholders'/key management staff has been convicted in any criminal proceeding;
- c. None of the shareholders'/key management staff is subject of any order, judgment or ruling of any court of competent jurisdiction or regulatory body relating to fraud or dishonesty.

DOCUMENTS AVAILABLE FOR INSPECTION

This Shelf Prospectus and copies of the following documents may be inspected at the offices of the Company at Plot 266b, Kofo Abayomi Street, Victoria Island, Lagos or Chapel Hill Denham's office located at 10 Bankole Oki Street, Ikoyi, Lagos:

1. Certificate of Incorporation of the Issuer
2. Memorandum and Articles of Association of the Issuer;
3. Status Report on the Issuer and Sponsor

4. Board Resolution of the Issuer approving the establishment of the Programme dated May 25, 2023;
5. Audited accounts of the Sponsor for each of the five years up to the year ended 31 December 2023;
6. Reporting Accountant's report on the Sponsor's historical financial statements for the five years ended 31 December 2023;
7. Rating Report issued by DataPro Limited in respect of the Issuer;
8. Letter from the SEC approving the establishment of the Programme;
9. List of Claims and Litigation referred to above;
10. Material Contracts referred to above; and
11. Consents of each of the parties referred to above.

30 October, 2023
The Managing Director
Chapel Hill Denham Advisory Limited
10 Bankole Oki Street
Ikoyi
Lagos

Dear Madam,

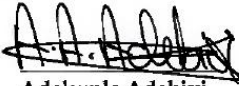
CONFIRMATION OF GOING CONCERN OF MBO CAPITAL MANAGEMENT LIMITED

MCM Funding SPV Plc ("the Issuer") is in the process of seeking registration of its proposed ₦50 billion Bond Issuance Programme and Series 1 issuance of up to ₦3 billion with the Securities and Exchange Commission ("SEC").

Based on our review of the financial statements of MBO Capital Management Limited ("the Sponsor") for the period ended December 31, 2022, we have reasonable expectation that the Sponsor has adequate resources to continue as a going concern in the foreseeable future.

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

Yours faithfully,
Signed for and on behalf of MBO Capital Management Limited



Adekunle Adebisi
Director



Jide Ogundare
Director



Head Office:

Plot 46, Ishawu Adewale Street, Off Modupe Johnson Crescent, Surulere, P.O.Box 7612, Lagos, Nigeria.
Tel: + 234-818 492 2810, 0818 492 2813, 0818 492 2817, 0809 353 2403
Email: info@ssacltd.com Website: www.ssacltd.com

21 May 2024

The Chief Executive Officer
MBO Capital Management Limited
20 Alexander Avenue,
Ikoyi,
Lagos

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

Lagos

Dear Sirs,

Confirmation of Going Concern Status of MBO Capital Management Limited

MCM Funding SPV Plc ("the Issuer") is in the process of seeking approval of the Securities and Exchange Commission ("SEC") for the establishment of its proposed ₦50 billion Bond Issuance Programme and Series 1 Issuance of up to ₦3 billion.

We have audited the financial statements of MBO Capital Management Limited (the "Sponsor") for the year ended December 31, 2023, which has been prepared in accordance with International Financial Reporting Standards (IFRS), the Companies and Allied Matters Act, and the Financial Reporting Council of Nigeria Act.

Based on our audit of the financial statements of the Sponsor for the year ended December 31, 2023, we confirm that nothing has come to our attention that causes us to believe that the Sponsor will not continue as a going concern in the foreseeable future and therefore consider it appropriate that the Directors of the Sponsor have prepared the financial statements for the year ended December 31, 2023 on a going concern basis.

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

Yours faithfully,

Sam S.O Afemikhe
Managing Partner

FRC/2014/ICAN/00000007526
For: S.S Afemikhe & Co
(Chartered Accountants)

BRANCHES

Abuja: 23,Oke Agbe Street, off Akintola Ladoke Boulevard, Garki II, Abuja. Tel: +234 809 911 8229
Port Harcourt: 6B, Obinachi Close, Nali Estate, P/Harcourt.

Zaria: 131, Aminu Road, Tundun Wada P.O.Box 816, Zaria
Benin: 34 Ozeigbe Street, off Owoseni street, Benin City

Partners: S.S.O. Afemikhe M.A., F.C.A. Managing (Nigerian), A.E Iniomoh ACA, MBA -Finance (Nigerian),
Sam A. Afemikhe Jr. M.Sc, ACA (Nigerian), G.O. Afemikhe M.Sc, ACA (Nigerian).

24. FORM OF PRICING SUPPLEMENT

Set out below is the form of Pricing Supplement which will be prepared by the Issuer for each Series of Bonds issued under the Programme

If you are in any doubt about the contents of this document or any action to be taken, it is recommended that you consult your Stockbroker, Banker, Solicitor, Accountant or any other professional adviser duly registered under the Investment and Securities Act No. 29, 2007 for guidance immediately. For information concerning certain Risk Factors which should be considered by prospective Qualified Institutional Investors and High Net-worth Investors, please refer to the section on risk factors in the Shelf Prospectus for the Bond Programme.

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

(THIS DOCUMENT IS FOR GUIDANCE PURPOSES FOR PRICE DISCOVERY PROCESS ONLY – RED HERRING)



MCM FUNDING SPV PLC RC6979479

Offer for Subscription
(By way of a Book Build)
of

up to ₦[•] Series [•]: [•]-Year [•]% [•] Rate Bonds due [•]
(being offered to Qualified Institutional Investors and High Net Worth Investors)

Under the ₦50 Billion Bond Issuance Programme

Application List Open: [•]

Application List Close: [•]

This Pricing Supplement has been prepared pursuant to Rule 279 of the Rules and Regulations of the SEC in connection with the ₦50,000,000,000 Debt Issuance Programme established by MCM Funding SPV Plc (“the Issuer”). This Pricing Supplement is supplemental to, and should be read in conjunction with, the Shelf Prospectus dated [•] 2024 and any other supplements to the Shelf Prospectus to be issued by the Issuer. Terms defined in the Shelf Prospectus have the same meaning when used in this Pricing Supplement. A copy of this Pricing Supplement has been delivered to the Commission for registration.

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

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

This Pricing Supplement contains particulars in compliance with the requirements of the Commission for the purpose of giving information with regard to the Securities being issued hereunder (the “Series [•] Bonds” or “Bonds”). An application has been made for the admission of the Bonds to the Daily Quotations List and/or Daily Official List of FMDQ and NGX, respectively. The Bonds now being issued will upon admission to the Daily Official List qualify as a security in which Trustees may invest under the Trustees Investments Act (Cap T22) Laws of the Federation of Nigeria, 2004.

The Issuer accepts full responsibility for the accuracy of the information contained in this Pricing Supplement. The Issuer declares that having taken reasonable care to ensure that such is the case, the information contained in this Pricing Supplement is, to the best of its knowledge, in accordance with the facts and does not omit anything likely to affect the import of such information and that save as disclosed herein, no other significant new factor, material mistake or inaccuracy relating to the information included in the Shelf Prospectus has arisen or has been noted, as the case may be, since the publication of the Shelf Prospectus. Further, the material facts contained herein are true and accurate in all material respects and the Issuer confirms that, having made all reasonable enquiries, to the best of its knowledge and belief, there are no material facts, the omission of which would make any statement contained herein misleading or untrue.

**THIS PRICING SUPPLEMENT IS DATED [•] DAY OF [•]
THIS PRICING SUPPLEMENT WILL BE AVAILABLE ON THE FOLLOWING WEBSITES:**

www.mbocapital.com

www.chapelhilldenham.com

www.sec.gov.ng

FINAL TERMS OF THE SERIES [.] BOND

1	Issuer:	MCM Funding SPV Plc
3	Series Number:	[.]
4	Aggregate Principal Amount of Bonds:	[.]
5	Issue Price:	[.]
6	Denominations:	[.]
7	Issue Date: Interest Commencement Date (if different from Issue Date):	[.]
8	Maturity Date:	[.]
9	Principal Moratorium:	[.]
10	Interest Basis:	[.]
11	Redemption/Payment Basis:	[.]
12	Status:	[.]
13	Security:	[.]
14	Listing(s):	[.]
15	Method of Distribution:	[.]
16	Offer Period:	[.]
PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE		
17	Fixed Rate Note Provisions	
	▪ Interest Rate:	[.]
	▪ Coupon Payment Date(s)/Payment Dates:	[.]
	▪ Interest Amount(s):	[.]
	▪ Business Day Convention:	[Following Business Day Convention/Preceding Business Day Convention/Modified Business Day]
	▪ Business Day:	Modified Business Day
	▪ Other terms relating to method of calculating interest for Fixed Rate Notes:	[.]
18	Floating Rate Note Provisions:	[.] (If not, delete the remaining sub-paragraphs of the paragraph)
	▪ Coupon Payment Date(s):	[.]
	▪ Receiving Bank:	[.]
	▪ Premium/Spread (if applicable):	[.]
	▪ Relevant Time (if applicable):	[.]
	▪ Screen Rate Determination: – Benchmark: – Coupon Determination: – Relevant Screen Page:	Actual/Actual: Actual/360
	▪ Day Count Fraction:	[.]

PROVISIONS RELATING TO REDEMPTION		
19	Optional Early Redemption (Call Option):	[.]
20	Optional Early Redemption (Put Option):	[.]
21	Scheduled Redemption/Amortization:	[.]
22	Redemption Amounts:	[.]
23	Scheduled Redemption Dates:	[.]
24	Final Redemption Amount:	[.]
GENERAL PROVISIONS APPLICABLE TO THE BONDS		
25	▪ Form of Bonds:	Dematerialised Bonds
	▪ Form of Dematerialized Bonds:	[Registered/Certificate/Dematerialized]
	▪ Registrar:	[.]
26	Trustee(s)	[.]
27	Record Date:	[.]
28	Other terms or special conditions:	[.]
DISTRIBUTION, CLEARING AND SETTLEMENT PROVISIONS		
29	Underwritten/Book-building:	[.]
30	If Underwritten, names of Underwriters:	[.]
31	Clearing System:	Central Securities Clearing System Plc
GENERAL		
32	Rating:	[.]
33	Taxation:	[.]
34	Governing Law	Nigeria
APPENDICES		
35	Appendices (if applicable):	[.]
USE OF PROCEEDS		
[Insert details of use of proceeds]		
MATERIAL ADVERSE CHANGE STATEMENT		
Except as disclosed in this document and in the Shelf Prospectus dated January 10, 2025 there has been no significant change in the financial or trading position of the Issuer since [insert 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 [insert date of last published annual accounts].		
RESPONSIBILITY		
The Issuer accepts responsibility for the information contained in this Pricing Supplement which, when read together with the Shelf Prospectus referred to above, contains all information that is material in the context of the issue of the Bonds		