

**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 INVESTMENTS AND SECURITIES ACT NO. 29 2007 "FOR INFORMATION CONCERNING CERTAIN RISK FACTORS WHICH SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS PLEASE REFER TO THE SECTION ON "RISK FACTORS" COMMENCING ON PAGE 66-69 OF THE SHELF PROSPECTUS"**

**INVESTMENT IN THE BONDS IS STRICTLY FOR ELIGIBLE INSTITUTIONAL INVESTORS AND HIGH NETWORTH INDIVIDUALS AS DEFINED UNDER RULE 321 OF THE RULES AND REGULATIONS OF THE SECURITIES & EXCHANGE COMMISSION.**



**WEMA FUNDING  
SPV PLC** RC No. 1345745

**Offer for Subscription of ₦6,295,000,000  
7 Year 18.5% Series I Fixed Rate Bond Due [2023]  
Under the ₦50,000,000,000 Wema Funding SPV Plc Debt Issuance Programme**

**Issue Price: ₦1,000 per unit  
Payable in full on Application**

**Application List Opens: September 6, 2016  
Application List Closes: September 21, 2016**

This Pricing Supplement has been prepared for the purpose of Rule 320 of the Rules and Regulation of the Securities & Exchange Commission ("The Commission" or SEC) in connection with the ₦50,000,000,000.00 Debt Issuance Programme established by Wema Funding SPV Plc ("the Issuer"). This Pricing Supplement is supplemental to, and should be read in conjunction with, the Shelf Prospectus dated [•] 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.

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/Book Runners.

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 Security 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 (or any other extended period approved by the Commission).

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 1 Bonds" or "Bonds"). Application has been made to FMDQ for admission of the Bonds to the Daily Quotations List. The Bonds now being issued will upon admission to the Daily Quotations List qualify as a security in which Trustees may invest under the Trustee Investments Act (Cap T22) Laws of the Federation of Nigeria, 2004. The Bonds also qualify as a security under Section 20(1)(g) of the Personal Income Tax Act, Cap P8, LFN, 2004 as well as Section(19)(2) of the Companies Income Tax Act, Cap C21, LFN, 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. Furthermore, 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.

**Lead Issuing House/Book Runner:**



**Joint Issuing Houses/Book Runners:**



[www.wemabank.com](http://www.wemabank.com)

[www.sec.gov.ng](http://www.sec.gov.ng)

This Pricing Supplement is dated October 12, 2016

## CONTENTS

---

INDICATIVE TIMETABLE.....	3
SUMMARY OF THE OFFER.....	4
DESCRIPTION OF THE ISSUE.....	8
DECLARATION BY WEMA FUNDING SPV PLC.....	9
USE OF PROCEEDS.....	10
TRANSACTION STRUCTURE.....	11
APPENDIX A: COUPON PAYMENT SCHEDULE.....	12
APPENDIX B: PARTIES TO THE OFFER.....	13
APPENDIX C: EXTRACTS OF THE RATING REPORT.....	16
APPENDIX D: EXTRACTS OF THE SERIES TRUST DEED.....	17
APPENDIX E: INCORPORATION BY REFERENCE.....	21
APPENDIX F: STATEMENT OF AFFAIRS.....	22
APPENDIX G: PROCEDURE FOR APPLICATION AND ALLOTMENT.....	28
APPENDIX H: COMMITMENT FORM.....	30

**INDICATIVE TIMETABLE**

Date	Activity	Responsibility
July 15, 2016	File application for the approval of the Issue with SEC	Issuing Houses/Bookrunners
September 05, 2016	Receive SEC approval of Red Herring Prospectus	Issuing Houses
September 06, 2016	Commence Book Building	Issuing Houses/Bookrunners
September 21, 2016	Conclude Book Building	Issuing Houses/Bookrunners
September 22, 2016	Determine Coupon Rate and Aggregate Amount of Bonds to be Issued	Issuing Houses
September 22, 2016	Dispatch Allotment Confirmation Letters	Issuing Houses
September 23, 2016	Effect Payment for Allotted Bonds	Issuing Houses
October 12, 2016	Execution of Offer Documents	All Parties
October 12, 2016	Remit net Issue proceeds to Issuer	Receiving Bank
October 13, 2016	File executed Offer Documents with the SEC	Issuing Houses
On or around October 17, 2016	Receive SEC clearance of Allotment Proposal and draft newspaper announcement	Issuing Houses
On or around October 20, 2016	Publish Allotment announcement in at least two (2) national dailies	Issuing Houses
On or around October 21, 2016	File Declaration of Compliance and General Undertaking with /FMDQ	FMDQ listing agent
On or around October 31, 2016	Credit CSCS Account of Allottees	Registrars
On or around October November 11, 2016	Quotation and commencement of trading in the Bonds	FMDQ listing agent
On or around November 14, 2016	File Post Allotment Compliance Report with SEC	Issuing Houses/Bookrunners

## SUMMARY OF OFFER

1.	Issuer:	WemaFunding SPV Plc
2.	Sponsor and Co-Obligor:	Wema Bank Plc
3.	Description of the Bond:	7 Year 18.5% Fixed Rate Unsubordinated Bonds Due 2023
4.	Series Number:	1
5.	Specified Currency:	Naira ("N")
6.	Aggregate Principal Amount of Series 1	₦6,295,000,000
7.	Issue Price:	At par (100%) being ₦1,000 per unit of the Bond
8.	Net proceeds	₦ 6,050,034,375
9.	Denominations:	Minimum of N20,000,000 (i.e. 20,000 units @ ₦1,000/unit) and multiples of ₦5,000,000 thereafter
10.	Issue Date:	October 12, 2016
11.	Coupon Commencement Date	Coupon shall accrue from the Allotment date
12.	Maturity Date:	October 11, 2023 (The Bonds will be redeemed in full at par on the 7 <sup>th</sup> anniversary of the Bond)
13.	Principal Moratorium:	Not Applicable
14.	Coupon Basis:	Fixed Rate
15.	Coupon	18.50% p.a.
16.	Redemption/Payment Basis:	Bullet payment at maturity or on call at Par. The Bond is callable by the Issuer at Par after 5 years and 1 day subject to a notice period
17.	Status:	The Bonds are guaranteed and are direct, unsecured and unsubordinated obligation of the Issuer and rank paripassu without any preference among themselves and equally with the claims of all holders of Unsubordinated Indebtedness as provided for in the Series 1 Trust Deed. In the event of the winding-up of the Issuer, the claims of the Trustee and the holders of Unsubordinated Notes against the Issuer for payment of principal and interest in respect of the Unsubordinated Notes will be senior to the Subordinated Indebtedness of the Issuer.
18.	Guarantee	The Bonds are backed by an Undertaking issued by Wema Bank Plc in favour of the Trustee on behalf of Bondholders supporting all the obligations of the Issuer under the Programme
19.	Quotation:	FMDQ OTC Plc
20.	Method of Distribution:	Offer for Subscription via Book Building
21.	Use of Proceeds	Proceeds will be used to purchase i. 7 year Bonds issued by Wema Bank Plc; and ii. FGN Securities (to be held by the Trustees on behalf of the Bondholders)
22.	Source of repayment	The coupon and principal repayment shall be made out of the Debt Service Payment Account ("DSPA"). The DSPA will be funded with payments received from the FGN securities and the subordinated bonds issued by Wema Bank Plc.

## SUMMARY OF OFFER

23.	Offer Period	See Timetable on 'page 2'
-----	--------------	---------------------------

### PROVISIONS RELATING TO COUPON (IF ANY) PAYABLE

24.	Fixed Rate Bond Provisions	Applicable
	(i) Coupon Payment Date(s)/Payment Dates:	Each April 12 and October 12 in each year commencing on April 12, 2017 until the Maturity Date (each a "Payment Date")
	i) Coupon Amount(s):	See 'Coupon Payment Schedule' in Appendix A
	ii) Day Count Fraction:	Actual/Actual
	iii) Business Day Convention:	Modified Following: Where a Coupon Payment Date falls on a Non-Business Day, such payment shall be postponed to the next day which is a Business Day provided that if such a Business Day falls into the next calendar month, such Coupon Payment Date shall be brought forward to the immediately preceding Business Day.
	iv) Other terms relating to method of calculating Coupon for Fixed Rate Bonds:	Not Applicable
	v) Floating Rate Bond Provisions:	Not Applicable
	vi) Zero Coupon Note Provisions:	Not Applicable
	vii) Index Linked Coupon Note Provisions:	Not Applicable
	viii) Dual Currency Note Provisions:	Not Applicable

### PROVISIONS RELATING TO REDEMPTION

25.	Optional Early Redemption	
	(i) Call Option:	Applicable Callable at par subject to obtaining prior regulatory approval (a) on the Call Date, (b) at any time, if a Capital Disqualification Event occurs, or (c) at any time, if Tax Event occur or Indemnity Amounts are payable in certain limited circumstances
	(ii) Put Option:	Not Applicable
26.	Scheduled Amortisation:	Not Applicable
27.	Redemption Amount(s):	Not Applicable
28.	Scheduled Redemption Dates:	Not Applicable
29.	Event of Default	As provided for in Clause 9 of the Programme Trust Deed.

### GENERAL PROVISIONS APPLICABLE TO THE BONDS

30.	Form of Bonds:	Dematerialised
	(i) Form of Dematerialised Bonds:	Registered dematerialised form

## SUMMARY OF OFFER

	(ii) Registrar:	GTL Registrars Limited
31.	Trustees:	FBN Trustees Limited; STL Trustees Limited; and United Capital Trustees Limited.
32.	Record Date:	No Bondholder may require the transfer of a Bond to be registered during the period of 15 days ending on the due date for any payment of principal or Coupon on the Bond.
33.	Other terms or special conditions:	See "Terms and Conditions of the Programme" on pages 17 to 35 of the Shelf Prospectus dated October 12, 2016
34.	Payment Agent:	GTL Registrars Limited

## DISTRIBUTION, CLEARING AND SETTLEMENT PROVISIONS

35.	Method of Distribution:	Book Building.
36.	Underwriting:	Not Applicable.
37.	Delivery	Delivery against payment following clearance by regulators.
38.	Clearing System:	Central Securities Clearing System Plc.

## GENERAL

39.	<p>Rating:</p> <p>(i) Sponsor</p> <p>(ii) Issue:</p> <p><i>An issue rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.</i></p>	<p>'[BBB-]' 2016 Global Credit Rating Agency</p> <p>'[BBB-]' 2015 Fitch Rating</p> <p>'[BBB-]' 2015 Agosto &amp; Co. Rating</p> <p>'[BBB-]' 2016 Global Credit Rating Agency</p>
40.	Taxation:	The Bonds are exempt from taxation in Nigeria in accordance with the Companies Income Tax (Exemption of Bonds and Short Term Government Securities) Order 2011, the Value Added Tax (Exemption of Proceeds of the Disposal of Government and Corporate Securities) Order 2011 and the Personal Income Tax (Amendment) Act 2011. As such, all payments made to Bondholders shall be free and clear of Withholding, State and Federal Income and Capital Gains Taxes with no deductions whatsoever being made at source
41.	Risk Factors:	See Risk Factors on page 66 – 69 of the Shelf Prospectus dated October 12, 2016
42.	Governing Law:	The Bonds will be governed by, and construed in accordance with the laws of the Federal Republic of Nigeria

**SUMMARY OF OFFER**

43.	<p>(i) Lead Issuing House/Book Runner:</p> <p>(iii) Joint Issuing Houses/Bookrunners:</p> <p>(iii) Selling Restrictions</p>	<p>Union Capital Markets Limited</p> <p>Greenwich Trust Limited, Cowry Asset Management Limited, FBN Capital Limited, First Ally Capital Limited, FSDH Merchant Bank Limited, Independent Securities Limited, PanAfrican Capital Plc, United Capital Plc.</p> <p>Strictly to Qualified Institutional Buyers and High Networth Individuals in line with SEC Rule &amp; Regulation 321.</p>
44.	Appendices	<p>A – Coupon Payment Schedule</p> <p>B – Parties to the Offer</p> <p>C – Extracts of Rating Report</p> <p>D – Extracts of Series I Trust Deed</p> <p>E – Incorporation by Reference</p> <p>F – Statement of Affairs of the Issuer</p> <p>G– Procedure for Application and Allotment</p> <p>H – Commitment Form</p>

**DESCRIPTION OF THE ISSUE**

**Wema Funding SPV Plc**

Wema Funding SPV Plc ("Wema SPV" or "the Issuer") was incorporated in Nigeria on 30th June, 2016(Registration Number 1345745) as a public limited company. The Issuer's registered office is Wema Towers, 54 Marina, Lagos. The Issuer has no subsidiaries and has been established as a special purpose vehicle for the purpose of issuing bonds to fund working capital, support liquidity, enhance the capital base of Wema Bank Plc ("Wema", "Sponsor", or the "Bank") as well as investing in Federal Government of Nigeria (FGN) debt instruments.

Shareholders	Number of Shares	% of Holding
Wema Bank Plc	999,999	99.9999%
Mr.Segun Oloketuyi	1	0.0001%

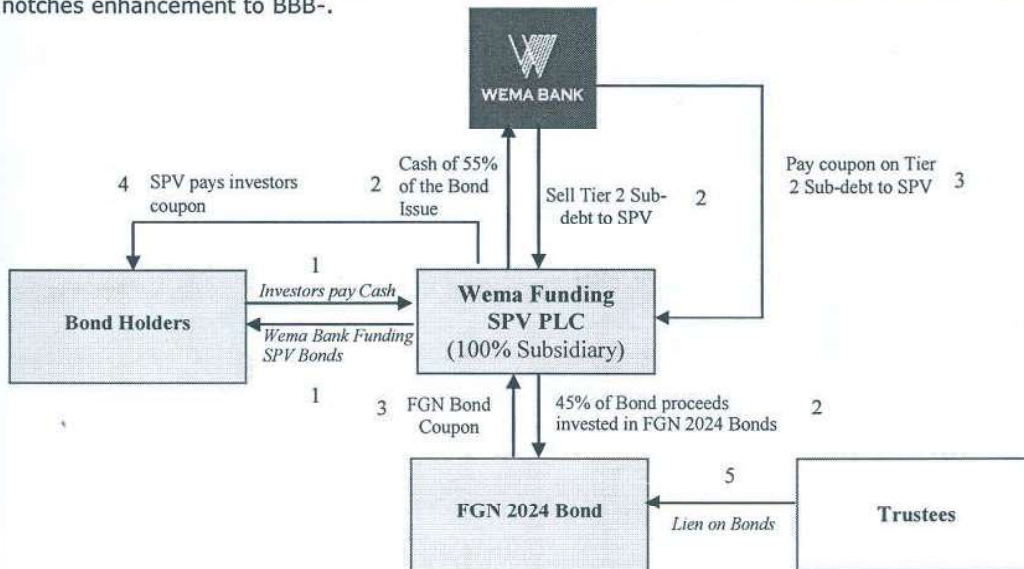
The principal objectives of the Issuer as set out in clause 3 of its Memorandum of Association, amongst other things are to issue Bonds to the public under the terms of the Programme and to purchase Bonds from Wema, invest in FGN debt instruments, to raise or borrow money and to grant security over its assets for such purposes and to enter into arrangements for such purposes.

**Undertaking**

The Bonds are backed by an Undertaking issued by the Wema Bank Plc in favour of the Trustee on behalf of Bondholders supporting all the obligations of the Issuer under the Programme.

**Structure of the Issue**

1. Wema Funding SPV Plc. ("Wema SPV") issues bonds to the investing public in consideration for cash.
2. Wema SPV invests 55% of the proceeds in Wema Bank Subordinated Bonds and 45% in FGN Bonds.
3. Wema Bank Plc. ("Wema") pays interest and principal in accordance with the Master Bonds Purchase Agreement ("MBPA") to Wema SPV and Wema SPV receives interest payments from its investment in FGN Bonds.
4. Wema SPV pays its investors coupon from its two sources of interest revenue.
5. The FGN bonds would be controlled by the SPV and the Trustees and out of reach by Wema as long as the subordinated bonds are in issue.
6. Based on precedent transactions in this market, by investing 45% of the SPV bond proceeds in AAA rated papers and 55% in a Wema subordinated bond rated BB, the issue achieves a minimum of 2 notches enhancement to BBB-.



## **TRANSACTION STRUCTURE**

---

The transaction structure entails the use of the proceeds of the Wema Funding SPV Plc Series 1 Bonds issuance, which constitute senior obligations of the Issuer, to purchase (with up to 55% of the proceeds) unsecured subordinated bonds ("Wema Bank Bonds"), to be issued by the Sponsor (Wema Bank Plc). The remaining 45% portion of the Issue proceeds will be held in the Debt Service Payment Account ("DSPA"), to be invested in Federal Government of Nigeria ("FGN") Securities. Subsequently, the DSPA will be funded with payments received from the FGN securities and the subordinated bonds issued by Wema Bank Plc which will be used to pay the coupon on the Series 1 Bonds and upon maturity, the principal.

**DECLARATION BY WEMA FUNDING SPV PLC**



**DECLARATION BY WEMA FUNDING SPV PLC**

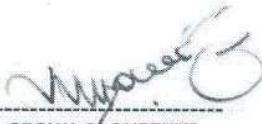
We hereby affirm that this Pricing Supplement has been prepared by the Issuing Houses, on behalf of Wema Funding SPV Plc ("the Issuer") with a view to providing a description of the relevant aspects of the Issuer and Wema Bank Plc ("the Sponsor") in connection with the ₦50 billion Debt Issuance Programme registered with reference ----- on ----- and the investment in the securities issued therein.

On behalf of the Issuer, we hereby make the following declarations:

- 1) We confirm that we have taken all reasonable care to ensure that the information contained in this Pricing Supplement is to the best of our knowledge and belief, in accordance with the material facts and contains no omission likely to affect the accuracy of the information contained therein;
- 2) We confirm that there has been no significant change in the financial condition or material adverse change in the prospects of the Sponsor since the date of the Shelf Prospectus.
- 3) We confirm that the Issuer has not during the 12 (twelve) calendar months immediately preceding the date of the application to the Securities and Exchange Commission for the registration of the Pricing Supplement, breached any terms and conditions in respect of borrowed monies which has resulted in the occurrence of an immediate recall of such borrowed monies.


Yours faithfully,  
For: Wema Funding SPV Plc

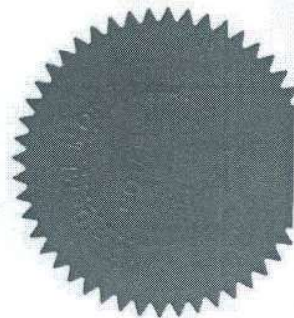
  
-----  
**MR. TUNDE MABAWONKU**  
Director

  
-----  
**SEGUN OLOKETUYI**  
Director



NOT A RISED AT WESTERN HOUSE  
11th Floor, C-Wing 8/10 Broad Str,  
Lagos  
This 9<sup>th</sup> Day August 2016

BEFORE ME  
  
**NOTARY PUBLIC OLADIGBOLU**  
Barrister & Notary Public  
Lagos Nigeria



## USE OF PROCEEDS

---

Fifty-five percent (55%) of the estimated issue proceed of the Series 1 Bonds net of the offer cost will be utilized for the purchase of 7 year Fixed Rate Subordinated Unsecured Notes issued by Wema Bank Plc while forty-five percent (45%) will be used to purchase FGN 2024 Bonds. The amount raised net of the offer cost of ₦244,965,625 (i.e. 3.89% of the gross issue proceeds) will be used as follows:

<b>Proceeds Utilization</b>	<b>Amount (₦)</b>	<b>%</b>
<b>Purchase of 7 Year Subordinated Unsecured Bond issued by Wema Bank Plc</b>	3,327,518,906	55
<b>Purchase of FGN Bonds</b>	2,722,515,469	45
<b>Total</b>	<b>6,050,034,375.00</b>	<b>100</b>



**APPENDIX A: COUPON PAYMENT SCHEDULE**

The following table indicates the semi-annual payment of the coupon and the bullet payment of the principal at maturity. The table reflects coupon price at 18.50% and assumes the bond is not called before maturity.

<b>Bond Obligation Repayment Interval</b>	<b>Principal Obligation =N=</b>	<b>Semi-annual Payment =N=</b>	<b>Principal Obligation Outstanding =N=</b>
Bond Issuance	6,295,000,000	582,287,500	6,295,000,000
1	6,295,000,000	582,287,500	6,295,000,000
2	6,295,000,000	582,287,500	6,295,000,000
3	6,295,000,000	582,287,500	6,295,000,000
4	6,295,000,000	582,287,500	6,295,000,000
5	6,295,000,000	582,287,500	6,295,000,000
6	6,295,000,000	582,287,500	6,295,000,000
7	6,295,000,000	582,287,500	6,295,000,000
8	6,295,000,000	582,287,500	6,295,000,000
9	6,295,000,000	582,287,500	6,295,000,000
10	6,295,000,000	582,287,500	6,295,000,000
11	6,295,000,000	582,287,500	6,295,000,000
12	6,295,000,000	582,287,500	6,295,000,000
13	6,295,000,000	582,287,500	6,295,000,000
14	6,295,000,000	582,287,500	6,295,000,000
<b>Principal Repayment</b>			6,295,000,000

**APPENDIX B: PARTIES TO THE OFFER**

**Directors of the Issuer**



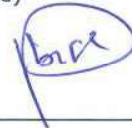







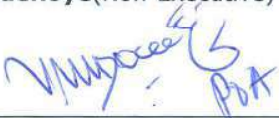
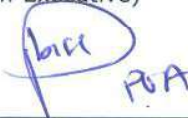
<p><b>Mr. Segun Oloketuyi</b>(Director) Wema Towers 54, Marina Lagos</p> 	<p><b>Mr. Tunde Mabawonku</b> (Director) Wema Towers 54, Marina Lagos</p> 
--	--

**Secretary to the Issuer**  
**Mr. Oluwole Ajimisinmi**

Wema Towers  
54, Marina  
Lagos



**Directors of the Sponsor**

<p><b>Mr. Adeyinka Asekun</b>(Chairman) Wema Towers 54, Marina Lagos</p> 	<p><b>Mr. Segun Oloketuyi</b> (Executive) Wema Towers 54, Marina Lagos</p> 
<p><b>Mr. Ademola Adebise</b> (Executive) WEMA Towers 54, Marina Lagos</p> 	<p><b>Mr. Samuel Durojaye</b> (Non-Executive) Wema Towers 54, Marina Lagos</p> 
<p><b>Mr. Moruf Oseni</b> (Executive) Wema Towers 54, Marina Lagos</p> 	<p><b>Ms. Tina Vukor-Quarshie</b> (Independent Non-Executive) Wema Towers 54, Marina Lagos</p> 
<p><b>Mr. Wole Akinleye</b> (Executive) Wema Towers 54, Marina Lagos</p> 	<p><b>Mrs. Omobosola Ojo</b> (Independent Non-Executive) Wema Towers 54, Marina Lagos</p> 
<p><b>Mrs. Folake Sanu</b>(Executive) Wema Towers 54, Marina Lagos</p> 	<p><b>Mrs. Abolanle Matel-Okoh</b> (Independent Non-Executive) Wema Towers 54, Marina Lagos</p> 
<p><b>Mr. Adebode Adefioye</b>(Non-Executive) Wema Towers 54, Marina Lagos</p> 	<p><b>Mr. Abubakar Lawal</b> (Non-Executive) Wema Towers 54, Marina Lagos</p> 

**APPENDIX B: PARTIES TO THE OFFER**

**Audit Committee Members of the Sponsor**

<p><b>Ms. Tina Vukor-Quarshie</b> (Chairman) Wema Towers 54, Marina Lagos</p> <p><i>Handwritten signature: Tina Vukor-Quarshie POA</i></p>	<p><b>Mr. Abubakar Lawal</b> (Member) Wema Towers 54, Marina Lagos</p> <p><i>Handwritten signature: Abubakar Lawal POA</i></p>
<p><b>Mr. Samuel Durojaye</b> (Member) Wema Towers 54, Marina Lagos</p> <p><i>Handwritten signature: Samuel Durojaye POA</i></p>	<p><b>Mrs. Omobosola Ojo</b> (Member) Wema Towers 54, Marina Lagos</p> <p><i>Handwritten signature: Omobosola Ojo POA</i></p>
<p><b>Mrs. Abolanle Matel-Okoh</b> (Member) Wema Towers 54, Marina Lagos</p> <p><i>Handwritten signature: Abolanle Matel-Okoh POA</i></p>	<p><b>Mr. Adebode Adefioye</b> (Member) Wema Towers 54, Marina Lagos</p> <p><i>Handwritten signature: Adebode Adefioye POA</i></p>
<p><b>Mr. Segun Oloketuyi</b> (Member) Wema Towers 54, Marina Lagos</p> <p><i>Handwritten signature: Segun Oloketuyi POA</i></p>	<p><b>Mr. Moruf Oseni</b> (Member) Wema Towers 54, Marina Lagos</p> <p><i>Handwritten signature: Moruf Oseni POA</i></p>
<p><b>Mrs. Folake Sanu</b> (Member) Wema Towers 54, Marina Lagos</p> <p><i>Handwritten signature: Folake Sanu POA</i></p>	

**Secretary to the Sponsor**

**Mr. Oluwole Ajimisinmi**

Wema Towers  
54, Marina  
Lagos

*Handwritten signature of Mr. Oluwole Ajimisinmi*

**APPENDIX B: PARTIES TO THE OFFER**

<p><b>Lead Issuing House:</b> <i>ARAPA</i>  <i>EGIE AKPATA</i>                  Union Capital Markets Limited                  7 Fatai Durosini Etti Crescent                  Off Ligali Ayorinde Street                  Victoria Island, Lagos</p> <p><b>Joint Issuing Houses:</b>  <i>Tom Iponi</i>                  Greenwich Trust Limited                  Plot 1698A Oyinjolayemi Street                  Victoria Island, Lagos</p> <p><i>Johnson Chukwu</i>                  Cowry Asset Management Limited                  Plot 1319 Karimu Kotun Street                  Victoria Island, Lagos</p> <p><i>Isa Hammons</i>                  FBN Capital Limited                  16 Keffi Street Off Awolowo Road                  S.W. Ikoyi, Lagos</p> <p><i>John</i>                  First Ally Capital Limited                  7th Floor Architect's Place                  2 Idowu Taylor Street                  Victoria Island, Lagos</p> <p><i>Harada A. Ambah</i>                  FSDH Merchant Bank Limited                  Niger House (6th Floor)                  1/5 Odunlami Street                  Lagos</p> <p><i>HENRY LARAY ETAN</i>                  Independent Securities Limited                  1st Floor Foresight House                  163/165 Broad Street                  Lagos</p> <p><i>ERIC OKORUNA</i>                  PanAfrican Capital Plc                  Plot 8A Elsie Femi Pearse Street                  Off Adeola Odeku Street                  Victoria Island, Lagos</p> <p><i>Sammi</i>                  United Capital (Investment Banking) Plc                  12th Floor UBA House                  57 Marina, Lagos</p> <p><b>Reporting Accountant:</b> <i>SIAO</i>                  S.I.A.O Partner <i>ABIODUN ARINBI</i>                  18b Olu Holloway Road                  Ikoyi, Lagos</p>	<p><b>Solicitors to the Trustees:</b> <i>Adesola</i>                  Royal Heritage                  Adekile House                  7 Ikoyi Club 1938 Road                  Ikoyi, Lagos</p> <p><b>Solicitors to the Issue:</b> <i>Der Ogunde</i>                  Aluko &amp; Oyebo                  1 Muritala Muhammed Drive                  Ikoyi, Lagos</p> <p><b>Solicitors to the Issuer:</b> <i>Fidelis Akwole</i>                  G Elias &amp; Co                  6 Broad Street                  Lagos</p> <p><b>Trustees:</b>                  FBN Trustees Limited                  16-18 Keffi Street Off Awolowo Road                  S.W. Ikoyi, Lagos <i>Adekunle Awojobi</i></p> <p><i>Funmi Ekundayo</i>                  STL Trustees Limited                  Skye Bank Building (3rd Floor)                  30 Marina, Lagos</p> <p><i>Tokunbo Ajayi</i>                  United Capital Trustees Limited                  12th Floor UBA House                  57 Marina, Lagos</p> <p><b>Rating Agency:</b>                  Global Credit Rating Agency Limited                  17th Floor New Africa House                  Marina, Lagos <i>Femi Aferu</i></p> <p><b>Registrars:</b>                  GTL Registrars Limited                  2 Burma Road                  Apapa, Lagos <i>Fint Foutan</i></p> <p><b>Receiving Bank:</b>                  Skye Bank PLC                  3 Akin Adesola Street                  Victoria Island, Lagos <i>Luyi Ajayi</i></p> <p><b>Sponsor's Auditors:</b>                  Akintola Williams Deloitte                  Akintola Williams Deloitte House                  235 Ikorodu Road                  Lagos <i>Joshua Go</i></p>
--	--





## APPENDIX D: EXTRACTS OF SERIES TRUST DEED

---

- (i) the Issuer, from coupon and other payments received from the Sponsor on the Wema Subordinated Bonds; and
- (ii) the Trustees/Wema SPV, with income received on the Permitted Investments;

for the purpose of accumulating monies to pay Coupon on any Coupon Payment Date and repay the Principal Amount on the Maturity Date.

- 3.3 In the event that the Trustees determine not later than 5 (Five) Business Days before a Coupon Payment Date, that the funds in the DSPA are insufficient to pay the Coupon Amount, the Sponsor shall, not later than 3 (Three) Business Days before a Coupon Payment Date, remit sufficient funds into the DSPA to meet such shortfall in the Coupon Amount as calculated by the Trustees.
- 3.4 In the event that, the Trustees determine not later than 10 (Ten) Business Days before the Maturity Date, that the monies in the DSPA (including any principal amount on the Wema Bonds to be paid by the Sponsor) are insufficient to pay the Principal Amount or the final instalment Amount due on the Bonds, the Sponsor shall, not later than 3 (Three) Business Days before the Maturity Date, remit sufficient funds into the DSPA to meet such shortfall.
- 3.5 The amounts standing to the credit of the DSPA from time to time shall be applied to meet the obligations of the Issuer in accordance with the Programme Trust Deed and the Series I Trust Deed.
- 3.6 The Trustees shall not later than 3 (Three) Business Day before a Coupon Payment Date remit the balance in the DSPA to the Registrar.

### 4. INVESTMENT OF MONIES IN THE DSPA AND PRINCIPLES OF INVESTMENT

#### 4.1 Investment Monies in the DSPA

- 4.1.1. Monies in the DSPA shall be invested in Permitted Investments as selected by the Trustees in consultation with the Issuer and Sponsor and in accordance with the Trust Deed, provided that:
- (i) the maturity date or the date on which such Permitted Investments may be redeemed at the option of the Trustees shall coincide as nearly as practicable with (but shall in no event be later than) the date(s) on which monies in the DSPA from which the said Permitted Investments was made will be required for the purposes thereof; and
  - (ii) the Trustees shall select Permitted Investments in accordance with the Statement of Investment Principles set out in Clause 4.2 hereof.
- 4.1.2. Investment of amounts comprised in the DSPA shall be made in the name of the Trustees/Issuer.
- 4.1.3. The return on the DSPA balances on any Permitted Investment made pursuant to this Clause 4 shall be invested by the Trustees/Issuer in accordance with this Deed so as to form a part of the DSPA.
- 4.1.4. The Trustees shall not be liable for making any investment authorised by the provisions of this Deed in the manner provided in this clause or for any loss resulting from any such investment so made, except for their own negligence, misconduct and or insider or self-dealing constituting a breach of trust under the Trustees Act, the ISA or any applicable law.

## APPENDIX D: EXTRACTS OF SERIES TRUST DEED

### 4.2 Statement of Investment Principles

Subject to the provisions of this Deed, the Trustees undertake to invest the monies in the DSPA in accordance with the Trust Deed and based on the approved portfolio allocation in the table below:

ASSET CLASS	RATIO
Direct obligations of the Federal Government of Nigeria in the form of bonds, treasury bills and/or money market instruments.	0 -100%

### 4.3 Trustees Investment Guiding Principle

In investing monies in the DSPA, the Trustees shall:

- (i) consult with the Issuer;
- (ii) manage the DSPA's exposures to investment risk, with due attention to stakeholder interests and on-going regulatory oversight;
- (iii) balance the twin objectives of achieving sufficient real returns for the DSPA and securing the funds; and
- (iv) procure that investment decisions are jointly taken by the Trustees.

## 5. RERESENTATIONS AND WARRANTIES

Each of the Issuer and the Sponsor represents and warrants to the Bondholders that:

- 5.1 each of the Covenants stated in Clause 15 (Covenants of the Issuer) and Clause 16 (Covenants of the Sponsor) of the Programme Trust Deed is valid and of effect as at the date of this Deed;
- 5.1 the representations and warranties stated in Clause 25 (Representations and Warranties of the Issuer and the Sponsor) of the Programme Trust Deed are of full force and in effect as at the date of this Deed;
- 5.3 no event of default as defined in Condition 9 (Events of Default) of the Programme Trust Deed has occurred, or is likely to occur and or is continuing; and
- 5.4 it shall use all reasonable endeavours to ensure that the Bonds are, upon issue, quoted on the FMDQ-OTC and that such quotation is maintained until the Maturity Date.

## 6. POWERS, RIGHTS, DUTIES AND RELIEFS OF THE TRUSTEES

The Trustees shall have all the powers, rights, duties and reliefs as set out in Clauses 3 (*Appointment of Trustees and Declaration of Trust*) and 19 (*Powers, Rights, Duties and Reliefs of the Trustees*) of the Programme Trust Deed.

## 7. SEVERABILITY

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

**APPENDIX D: EXTRACTS OF SERIES TRUST DEED**

---

the parties hereto waive any provision of law that renders any term or provision of this Deed illegal, invalid, prohibited or unenforceable in any respect.

**8. BENEFIT OF THE TRUST DEED**

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

**9. COUNTERPARTS**

This Deed may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute these presents by signing any counterpart.

**10. GOVERNING LAW**

This Deed shall be governed by and construed in all respects in accordance with the laws of the Federal Republic of Nigeria.

## **APPENDIX E: INCORPORATION BY REFERENCE**

---

The following documents which have been published, and have been filed with the SEC, shall be incorporated, in form and in part of, this Pricing Supplement:

- a) the Reporting Accountants Report prepared by S.I.A.O. on the Bank's audited financial statements for the five years ended 31st December 2011, 2012, 2013, 2014 and 2015, and
- b) The audited statement of affairs of Wema Funding SPV Plc as at July 8, 2016 prepared by S.I.A.O. Partner

Copies of the documents incorporated by reference will be available for inspection during the normal business hours on any weekday (except public holidays), from Tuesday, September 6, 2016 to Wednesday, September 21, 2016, at the registered office of Wema Bank Plc, 54 Marina, Lagos, and the offices of the Issuing Houses.

**APPENDIX F: STATEMENT OF AFFAIRS**

**WEMA FUNDING SPV PLC**

**STATEMENT OF AFFAIRS AS AT 8 JULY 2016**

**STATEMENT OF FINANCIAL POSITION**

	Notes	As at 8-Jul-16 =N=
<b>Non-Current Assets</b>		.
<b>Current Assets</b>		
Cash and Cash Equivalents	1	<u>776,440</u>
<b>Total Current Assets</b>		<u>776,440</u>
<b>Total Assets</b>		<u>776,440</u>
<b>Equity</b>		
Share Capital	2.2	1,000,000
Retained Loss	3	<u>(1,798,560)</u>
<b>Total Equity</b>		<u>(798,560)</u>
<b>Non-Current Liabilities</b>		.
<b>Current Liabilities</b>		
Other Payables	4	<u>1,575,000</u>
<b>Total Current Liabilities</b>		<u>1,575,000</u>
<b>Total Equity and Liabilities</b>		<u>776,440</u>

The Statement of Affairs was approved by the Board of Directors on.....and signed on its behalf by :

	}	Director
Mabawonku Ayotunde (FRC No.....)		
	}	Directors
Oloketuyi Segun (FRC NO.....)		

\_\_\_\_\_ Chief Financial Officer

The significant accounting policies on pages 11 to 12 and the accompanying explanatory notes on page 13 form an integral part of this Statement of Affairs.

## APPENDIX F: STATEMENT OF AFFAIRS

---

### WEMA FUNDING SPV PLC

#### STATEMENT OF AFFAIRS AS AT 8 JULY 2016

---

#### STATEMENT OF PROFIT OR LOSS AND OTHER COMPREHENSIVE INCOME

	Notes	As at 8-Jul-16 =N=
Revenue		-
Cost of Sales		-
<b>Gross Profit</b>		-
Administration Expenses	5	(1,798,560)
Operating Profit		(1,798,561)
Finance Expenses		-
Other Income		-
<b>Loss before Income Tax</b>		(1,798,561)
Income Tax (Expense)/Credit		-
<b>Loss after Tax for the Year</b>		(1,798,561)
Other Comprehensive income for the Year		-
<b>Total Comprehensive Income for the Year</b>		(1,798,561)
<b>Earnings per Share</b>		
Basic Loss per Share in (Kobo)		(180)

The significant accounting policies on pages 11 to 12 and the accompanying explanatory notes on page 13 form an integral part of this Statement of Affairs.

---

Page:9

## APPENDIX F: STATEMENT OF AFFAIRS

### WEMA FUNDING SPV PLC

#### STATEMENT OF AFFAIRS AS AT 8 JULY 2016

#### STATEMENT OF CHANGES IN EQUITY

	Share Capital	Retained Loss	As at 8-Jul-16 Total =N=
2016			
As at 1 July 2016			-
<b>Changes in equity</b>			
Profit for the year		(1,798,560)	(1,798,560)
Other comprehensive income		-	-
<b>Total comprehensive income for the year</b>		<b>(1,798,560)</b>	<b>(1,798,560)</b>
<b>Transactions with owners</b>			
Payment for Shares	1,000,000	-	1,000,000
	<u>1,000,000</u>	<u>-</u>	<u>1,000,000</u>
<b>As at 8 July 2016</b>	<b>1,000,000</b>	<b>(1,798,560)</b>	<b>(798,560)</b>

The significant accounting policies on pages 11 to 12 and the accompanying explanatory notes on page 13 form an integral part of this Statement of Affairs.

Page:10

## APPENDIX F: STATEMENT OF AFFAIRS

---

### WEMA FUNDING SPV PLC

#### STATEMENT OF AFFAIRS AS AT 8 JULY 2016

---

##### NOTES TO THE STATEMENT OF AFFAIRS

**1 The Company**

**1.1 Reporting Entity**

Wema Funding SPV Plc was incorporated as a Public Liability Company on 30 June, 2016 with Registration Number 1345745. The Company is yet to commence operations.

**1.2 Principal Activities**

The principal activity of the Company is to raise or borrow money by the issue of bond or debt instruments and invest the money raised or borrowed in securities or any other investments as the Company may deem fit.

**2.0 Basis of Preparation**

**2.1 Statement of Compliance**

The Statement of Affairs have been prepared in accordance with the International Financial Reporting Standards (IFRSs) issued by the International Accounting Standards Board (IASB) and/or the International Financial Reporting Interpretations Committee (IFRIC).

The Statements of Affairs have been prepared under the historical cost convention, except for the measurement of fair value of certain classes of assets and liabilities. The statement of Affairs have been prepared on going concern bases.

**2.1.1 Financial Period**

These Statement of Affairs is as at 8 July 2016.

**2.2 Basis of Measurement**

The Statement of Affairs have been prepared on the historical cost basis unless mentioned otherwise in the accounting policies below (For example, certain financial instruments measured at fair value).

**2.3 Functional and Presentation Currency**

These Statement of Affairs of the Company are prepared in Nigerian Naira which is its functional and presentation currency.

**2.4 Use of Estimates and Judgements**

The preparation of Statement of Affairs in conformity with IFRSs requires management to make judgements, estimates and assumptions that affects the application of accounting policies and the reported amounts of assets and liabilities, expenses. Actual results may differ from these estimates.

---

Page:11

## APPENDIX F: STATEMENT OF AFFAIRS

---

### WEMA FUNDING SPV PLC

#### STATEMENT OF AFFAIRS AS AT 8 JULY 2016

##### NOTES TO THE STATEMENT OF AFFAIRS (CONT'D)

###### 2.4 Use of Estimates and Judgements (cont'd)

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions of accounting estimates are

recognised in the period in which the estimates are revised and in any future periods affected.

In particular, information about significant areas of estimation, uncertainties and critical judgements in applying accounting policies that have the most significant effect on the amount recognised in the statement of Affairs are described below:

###### 3.0 Significant Accounting Policies

The significant accounting policies set out below have been applied consistently presented in this Statement of Affairs.

###### 3.1 Cash and Cash Equivalents

Cash and cash equivalents comprise the Company's cash with banks in Nigeria, cash at hand and highly liquid financial assets with maturities of three months or less from the acquisition date that are subject to an insignificant risk of changes in their fair value and are used by the Company in the management of short-term commitments.

###### 3.2 Other Payables

Other Payables are stated at their original invoiced value as the interest that would be recognized from discounting future cash payments over the short payment period is not considered to be material.

###### 3.3 Share Capital

Incremental costs directly attributable to the issue of an equity instrument are deducted from the initial measurement of the equity instruments.

###### 3.4 Provisions

A provision is recognised if, as a result of a past event, the Company has a present legal or constructive obligation that can be estimated reliably, and it is probable that an outflow of economic benefits will be required to settle the obligation.

---

Page:12

## APPENDIX F: STATEMENT OF AFFAIRS

### WEMA FUNDING SPV PLC

#### STATEMENT OF AFFAIRS AS AT 8 JULY 2016

#### NOTES TO THE STATEMENT OF AFFAIRS (CONTD)

	As at 8-Jul-16 =N=
<b>1. Cash and Cash Equivalents</b>	
Cash at Bank	-
Cash in Hand	776,440
	<u>776,440</u>
<b>2. Share Capital</b>	
The authorized share capital of the Company is made up of 1,000,000 ordinary share capital of N1 each.	
<b>2.1 Authorized Share</b>	
1,000,000 Ordinary Shares of N1 each	<u>1,000,000</u>
<b>2.2 Issued and fully paid</b>	
As at 1 July 2016	-
Addition during the year	1,000,000
As at 8 July 2016	<u>1,000,000</u>
<b>3 Retained Earnings</b>	
As at 1 July 2016	-
Addition during the year	(1,798,560)
As at 8 July 2016	<u>(1,798,560)</u>
<b>4. Other Payables</b>	
Accrued Audit Fee	1,575,000
	<u>1,575,000</u>
<b>5 Administrative Expenses</b>	
Incorporation expenses	223,560
Audit Fee	1,575,000
	<u>1,798,560</u>

Page:13

## PPENDIX G: PROCEDURE FOR APPLICATION AND ALLOTMENT

---

### 1. Invitation to Participate

Qualified Investors are hereby invited to participate in the Issue through any of the Bookrunners.

- 1.1 The Book Building Period opens on September 6, 2016 and closes on September 21, 2016. Orders must be for a minimum of ₦20,000,000 (Twenty Million Naira) and in integral multiples of ₦5,000,000 (Five Million Naira) thereafter.
- 1.2 Participation Amount(s) and Bid Coupon Rate(s) should be entered in the space provided in the prescribed Commitment Form attached to this Pricing Supplement. Photocopies or scanned copies of the Commitment Form will not be accepted.
- 1.3 By completing and submitting the Commitment Form, each Participant hereby agrees that the order is irrevocable and, to the fullest extent permitted by law, the obligations in respect thereof shall not be capable of rescission or termination by any Participant.
- 1.4 Participants may place orders for the Bonds at any price within the price range subject to the Minimum Participation Amount and the terms and conditions stated in the Commitment Form.
- 1.5 A corporate participant should affix its official seal in the box provided and state its incorporation (RC) number or, in the case of a corporate foreign subscriber, its appropriate identification/incorporation number in the jurisdiction in which it is constituted.
- 1.6 Upon the completion and submission of the Commitment Form, the Participant is deemed to have authorised the Issuer and the Issuing Houses/Bookrunners to effect the necessary changes in the Pricing Supplement as would be required for the purposes of filing an application for the clearance and registration of the Final Pricing Supplement with the SEC. The Commitment Form shall be considered as the Application Form for the purposes of registration of the Final Pricing Supplement with the SEC.
- 1.7 Participants may submit multiple orders on different Commitment Forms after the submission of a Commitment Form to any Bookrunner. Submission of a second or multiple Commitment Forms to either the same or to another Bookrunner will be treated as separate applications.
- 1.7 Participants may not submit an Order on another Commitment Form after the submission of a Commitment Form to a member of the Selling Group. Submission of a second or more Form(s) of Commitment to either the same or to another member of the Selling Group will be treated as multiple applications and will be rejected.
- 1.8 Participants shall be entitled to a maximum of three orders on one (1) Commitment Form and such orders shall not be considered as multiple or separate applications.
- 1.9 The Commitment Form presents the Participant with the choice to bid for up to three optional Bid Coupon Rates within the Price Range and to specify the Participation Amount in each option. The Bid Coupon Rates and the Participation Amounts submitted by the Participant in the Commitment Form will be treated as optional demands from the Participant and **will not be cumulated**.
- 1.10 After determination of the Coupon Rate, the maximum Participation Amount specified by a Participant at or below the Clearing Price will be considered for allocation and the rest of the order(s), irrespective of the corresponding Bid Coupon Rate(s), will become automatically invalid.
- 1.11 The Issuer in consultation with the Bookrunners reserve the right not to proceed with the Issue at anytime including after the Book Building Opening Date but before the Allotment Date without assigning any reason thereof subject to notifying the Commission.

## APPENDIX G: PROCEDURE FOR APPLICATION AND ALLOTMENT

- 1.12 The Issuer will prorate all orders at the Clearing Price, if all the amounts at the Clearing Price exceed the needed/outstanding amount

### 2. Payment Instructions

Successful Participants should ensure that payment of the Participation Amounts is received on the **Completion Board Meeting Date** via RTGS into the following designated Issue Proceeds Accounts domiciled with the following Receiving Banks:

Bank	Account Name	Account No.	Branch
<b>Skye BankPlc</b>	WEMA FUNDING SPV PLC SERIES 1 BOND OFFER ACCOUNT	1790256416	Akin Adesola Street, Victoria Island, Lagos

### 3. Allocation/Allotment

- 3.1 On the Pricing Date, the Issuing Houses/Bookrunners will analyse the demand generated at various price levels and, in consultation with the Issuer, will finalise the Coupon Rate and the allocations to each Participant. Allocation Confirmation Notices will be sent to successful Participants thereafter.
- 3.2 The Directors of WemaFunding SPV Plc and the Issuing Houses/Bookrunners reserve the right to accept or reject any application in whole or in part for not complying with the terms and conditions of the Issue.
- 3.3 Upon clearance of the Final Supplement by the SEC, Allotment shall be effected in a dematerialised (uncertified) form. Participants are mandatorily required to specify their CSCS Account Number, the name of their Stockbroking Firm and the Clearing House Number (CHN) in the spaces provided in the Commitment Form. Allotment of Bonds in dematerialised form shall be effected not later than 15 (fifteen) Business Days from the Allotment Date.
- 3.4 Upon the allotment, the issue proceeds in respect of the book building shall be remitted to the Issuer within 24 hours, while the allotment will be filed with the SEC within 2 working days after the Completion Board Meeting date i.e. Allotment Date.

**Participants are mandatorily required to specify their CSCS Account Numbers, the names of their Stockbroking Firms and their CHN in the spaces provided on the Commitment Form.**

### 4. Bank Account Details

- 4.1 Participants are required to indicate their bank account details in the space provided on the Commitment Form for the purposes of future payments of Coupon and the Principal Amount.
- 4.2 Participants are advised to ensure that bank account details stated on the Commitment Form are correct as these bank account details shall be used by the Registrar for all payments indicated in 4.1 above in connection with the Bonds.
- 4.3 Failure to provide correct bank account details could result in delays in credit of such payments or issuance of cheques/warrants which shall be sent by registered post to the specified addresses of the affected investors. The Issuer, the Issuing Houses, the Receiving Banks, the Trustee and the Registrar shall not have any responsibility nor will any of these specified parties undertake any liability for the same.



