

# **PRELIMINARY TERMSHEET**

## **IMPORTANT NOTICE:**

We, TechXperience, are pleased to provide you with a proposal of indicative terms in respect of the Facility (as defined below). This proposal is intended as a basis for discussions and should not be construed as a contractual offer or a binding commitment by TechXperience to arrange or finance the Facility. Any commitment by the TechXperience shall be subject to conditions acceptable to it including but not limited to (i) satisfactory due diligence; (ii) receipt of internal credit [and other relevant] approvals; (iii) there being no material adverse change in respect of market conditions, the business or financial condition of the Obligors or Belgium; and (iv) satisfactory documentation. Notwithstanding the above, the provisions of “Costs and Expenses” in this term sheet shall be immediately binding upon execution of this term sheet. TechXperience will not be responsible for any losses or damages which any person suffers or incurs because of reliance on or using this term sheet. This term sheet and its contents are intended for the exclusive use of the Borrower(s) and shall not be disclosed by the Borrower(s) to any person other than the Borrower's affiliates and legal and financial advisors for the purposes of the proposed transaction unless the prior written consent of the TechXperience is obtained.

## **PARTIES**

**Borrower / Applicant:** Green Farms Limited

**Mandated Lead Arranger and Bookrunner:** JDD Limited

**Key Parties:** Afreximbank, Ikenna & Sons, JDD Limited

**Lenders:** TechXperience

**International Facility Agent:**

**Local Administrative Agent (“LAA”):**

# TERMS OF FACILITY

**Facility type:** Export Finance

**Facility Amount:** 6568

**Purpose:** name

**Final Maturity Date and repayment period:** Invalid Date

**Availability Period:** 4

**Repayment:**

**Transaction Structure:**

**Permitted Accounts:**

**Sources of repayment:** Assigned Receivables

**Security Documents:**

## PRICING

**Advisory Fee:** null %

**Annual Management Fee:** 2 %

**Commitment Fee:** %

**Agency Fee:** %

**Margin:** %

**Interest Periods:** Quarterly

**Interest Rate:** 4.5 %

**Default Interest:** %

**Documentation:** Loan Agreement

**Prepayment:** %

**Cancellation fees:** %

**Representations:** no breach of laws, legal and beneficial ownership of the [Permitted  
Accounts] / [Charged Property]  
**Information Undertakings:** governing law and enforcement, insolvency  
**General Undertakings:** compliance with laws, environmental claims, negative  
pledge, pari passu ranking, preservation of assets  
**Transaction and Permitted Account Undertakings:** no breach of laws, accounting  
reference date  
**Events of Default:** insolvency proceedings, insolvency, failure to comply with  
Permitted Account Undertakings  
**Conditions Precedent:** compliance with laws, environmental compliance  
**Assignments and Transfers:**  
**Taxes & other Deductions:**

## MISCELLANEOUS

**Miscellaneous Provisions:**

**Costs and Expenses:** this is an example of s

**Governing Law:** English

**Enforcement (Courts):** NA

You should please indicate, at your earliest convenience, the acceptance of the above terms and conditions by countersigning and returning this document to TechXperience no later than end of business on [date].

For and on behalf of TechXperience

**Name:** .....

**Designation:** .....

Accepted on behalf Green Farms Limited

**By:** .....

**Designation:** .....

**Date:** .....

Accepted on behalf of the Local Administrative Agent

**By:** .....

**Designation:** .....

**Date:** .....