

PRELIMINARY TERMSHEET

IMPORTANT NOTICE:

We, [“the financier”] 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 [“the financier”] to arrange or finance the Facility. Any commitment by the [“the financier”] 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 Obligor(s) 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. [“the financier”] 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 [“the financier”] is obtained.

PARTIES

Borrower / Applicant:

Mandated Lead Arranger and Bookrunner:

Key Parties: testtst

Lenders: new test 5

International Facility Agent:

Local Administrative Agent (“LAA”):

TERMS OF FACILITY

Facility type: true

Facility Amount: 500

Purpose: name

Final Maturity Date and repayment period: 2023/09/28

Availability Period: test5

Repayment: test5

Transaction Structure: test5

Permitted Accounts: test5

Sources of repayment: Proceeds from L/Cs

Security Documents:

PRICING

Advisory Fee: 2 %

Annual Management Fee: 2 %

Commitment Fee: 2 %

Agency Fee: 2 %

Margin: 2 %

Interest Periods: Quarterly

Interest Rate: 4 %

Default Interest: 2 %

Documentation: test5

Prepayment: 2 %

Cancellation fees: 2 %

Representations: test5

Information Undertakings: test5

General Undertakings: test5

Transaction and Permitted Account Undertakings: test5

Events of Default: test5

Conditions Precedent: test5

Assignments and Transfers: test5

Taxes & other Deductions: test5

MISCELLANEOUS

Miscellaneous Provisions: test5

Costs and Expenses: test5

Governing Law: test5test5

Enforcement (Courts): test5

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

For and on behalf of [“the financier”]

Name:

Designation:

Accepted on behalf [“the borrower”]

By:

Designation:

Date:

Accepted on behalf of the Local Administrative Agent

By:

Designation:

Date: