

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 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. [“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: UAC Nigeria

Lenders: Marks & Spencer

International Facility Agent:

Local Administrative Agent (“LAA”):

TERMS OF FACILITY

Facility type: shared company

Facility Amount: 40000

Purpose: name

Final Maturity Date and repayment period: 2023/04/06

Availability Period: undertaking

Repayment: undertaking

Transaction Structure: undertaking

Permitted Accounts: undertaking

Sources of repayment:

Security Documents:

PRICING

Advisory Fee: 2 %

Annual Management Fee: 2 %

Commitment Fee: 2 %

Agency Fee: 2 %

Margin: 2 %

Interest Periods: Bi-annual

Interest Rate: 2 %

Default Interest: 2 %

Documentation: undertaking

Prepayment: 2 %

Cancellation fees: 2 %

Representations: undertaking

Information Undertakings: undertaking

General Undertakings: undertaking

Transaction and Permitted Account Undertakings: undertaking

Events of Default: undertaking

Conditions Precedent: undertaking

Assignments and Transfers: undertaking

Taxes & other Deductions: undertaking

MISCELLANEOUS

Miscellaneous Provisions: undertaking

Costs and Expenses: undertaking

Governing Law: undertaking

Enforcement (Courts): undertaking

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: