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21st April 2020

THE DIRECTORS,
 CONSUMER GOODS MASTERS LTD,
 P.O BOX 7282
 DAR ES SALAAM-TANZANIA
 Dear Sir,

INDICATIVE TERM SHEET FOR CONSUMER GOODS MASTERS LTD

1. Borrower:	CONSUMER GOODS MASTERS LTD
2. Lender:	Commercial Bank of Africa Limited ["CBA"]
3. Facilities and Amounts:	3.1 Term Loan of US\$ 2,200,000 (US Dollars Two Million Two Hundred Thousand Only) 3.2 Letters of Credit 500,000 (US Dollars Seven Fifty Thousands Only) 3.3 Overdraft facility 500,000 (TZS Five Hundred Million Only)
4. Currency	4.1 United states Dollars 4.2 Tanzania Shillings
5. Purpose:	5.1 Financing acquiring of Mega Tissue Converting Machinery 5.2 Financing paper raw materials i.e. Pulp 5.3 Overdraft takeover from Azania Bank
6. Tenor:	6.1 4 years inclusive of 6 months grace period
7. Pricing	7.1 USD Interest: 1% below Base lending rate of 9% meaning 8% p.a. 7.2 TZS Interest: 4.5% below Base lending rate of 21% meaning 16.5% p.a. 7.3 Facility Fee: 0.75% of total facility approved paid upfront upon acceptance of LOF. 7.4 Letters of credit commission: 0.5% per quarter.
8. Source of Repayments:	1. The facility will be serviced from the cash flow proceeds from the existing business of Consumer Goods Master Ltd. 2. The enhancement of facility through purchase of the new machinery will increase capacity of production of tissues. Hence, increase their cash flows from sales proceeds
9. Collection Account:	9.1 The Borrower to maintain operational accounts with CBA to service the facility. 9.2 The Borrower to ensure that there are sufficient funds held in the Collection Accounts at all times to meet the matured obligations when they fall due.
10. Security:	To include but not limited to: 10.1 Legal Mortgage that will secure the facility at 125% 10.2 Specific debenture of the financed equipments 10.3 Corporate guarantee from APM Group 10.4 Personal guarantee of the directors

Handwritten initials/signature

<p>11. Facility Related Documents:</p> <p>11.1 Signed Board's resolution to borrow 11.2 Signed accepted term sheet 11.3 Projections for the tenor of the facility (48 months) – Term loan facility 11.4 Cash flow projection for 12 months – Overdraft facility 11.5 Invoice of the purchased machinery 11.6 Copy of title of the property pledged as a security</p>	<p>12. Company Related Requirements:</p> <p>12.1 The Borrower (plus shareholding entities where applicable) to provide: Certified copy of the latest Annual Returns plus the filing receipt; if available 12.2 Details of Borrower's commitments and outstanding with other lenders and securities pledged; 12.3 Business proposal of the project in details 12.4 Proof of client's contribution out of the entire project cost</p>	<p>13. Conditions Precedent:</p> <p>13.1 Satisfactory completion of due diligence and relevant approval of the Facilities by the CBA Credit Committee; 13.2 Acceptance of the terms of the contract by duly executing the Letter of Offer and respective Board Resolution authorising the borrowings; 13.3 Execution and finalization of all security documentation; 13.4 Other conditions as will be prescribed in the CBA Letter of Offer to be issued where an approval has been obtained.</p>	<p>14. Event of Default:</p> <p>14.1 Failure to make payment of the facilities when they fall due; 14.2 Commencement of voluntary or involuntary bankruptcy proceedings; 14.3 Breach of any representation, warranty or covenant</p>	<p>15. Expense Reimbursements:</p> <p>The Borrower will reimburse the Bank for it's out of pocket expenses, if any, and shall include and not limited to legal fees incurred in arrangement and documentation of the facility, property valuation costs, stamp duty costs or insurance costs.</p>	<p>16. Other Terms and Conditions:</p> <p>16.1 Subordination of any shareholders loans/fees/dividends including but not limited to funds relating to direct investments made by the Borrower or its guarantors into the purchase in cash or otherwise, prior to or during the facility period; 16.2 The borrower to channel proportionate level of the business proceeds through accounts maintained with CBA; 16.3 Ancillary business to be routed to CBA proportionate to borrower's total exposure on; > Collections > Payments (such as TISS, Transfers, etc.) > FX transactions > Call / Fixed Deposits etc. 16.4 Subject to normal bankers demand rights.</p>	<p>17. Availability:</p> <p>Upon fulfillment of all approval conditions and completion of security documentation. This Indicative Term Sheet is only valid for a period of 30 days from the date noted above.</p>	<p>18. Governing Law:</p> <p>The Laws of the United Republic of Tanzania.</p>
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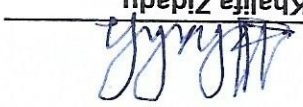
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This indicative term sheet is our expression of interest to consider provision of credit facilities to CONSUMER GOODS MASTERS LTD and does not constitute any commitment to lend. We will need to seek specific approval from our Credit Committee after our usual credit appraisal process.

We are prepared to discuss this term sheet at your convenience.



Ibrahim Lisso
Senior Relationship Manager



Khalifa Zidadu
Head-Corporate and Institutional Banking

ACCEPTANCE:
We the undersigned do accept the above terms and conditions on behalf of CONSUMER GOODS MASTERS LTD

Name.....
Signature.....
Date.....

Name.....
Signature.....
Date.....