

Capital Expansion Debt Agreement

Section 1: Definitions and Interpretations

Agreement: means this Capital Expansion Debt Agreement, including all schedules, appendices and amendments hereto.

Borrower: refers to the entity identified as the borrower in this Agreement who is receiving debt financing for the purposes of capital expansion.

Lender: means the party or parties providing the funds to the Borrower under this Agreement.

Capital Expansion: means the use of loan proceeds for construction, acquisition of assets, equipment, or other expenditures that expand the Borrower's operational capacity.

Debt: refers to all outstanding sums, including principal, interest, fees and charges owed by the Borrower to the Lender as per this Agreement.

Drawdown: means each instance in which the Borrower requests and receives an advance of funds under the Loan Facility.

Facility: refers to the aggregate amount of debt financing made available to the Borrower under this Agreement.

Interest Rate: means the annual rate at which interest accrues on the outstanding Debt, as defined in Schedule 1.

Maturity Date: means the date on which all outstanding amounts under this Agreement become due and payable in full.

Security: means any collateral, guarantee, or other assurance of payment provided by the Borrower in connection with the obligations owed to the Lender.

Interpretation

References to clauses, schedules or appendices are to those in this Agreement.

Words importing the singular shall include the plural and vice versa.

References to any party shall include its successors and permitted assigns.

Headings are inserted for convenience only and shall not affect the interpretation of this Agreement.

Important Notes

- This section sets the definitions and rules of interpretation that govern the rest of the Agreement.
- Clear definitions are critical to avoid ambiguity and disputes between parties.
- Parties should carefully review definitions applicable to terms affecting obligations, liabilities, and rights.
- Any inconsistencies in interpretation are typically resolved by referring first to this section.