

Events of Default and Remedies

Capital Expansion Debt Financing

1. Events of Default

The following shall constitute Events of Default under the Capital Expansion Debt Financing Agreement:

1. **Non-Payment:** The Borrower fails to pay any amount due under this Agreement within five (5) business days of its due date.
2. **Breach of Covenants:** The Borrower breaches any covenant or agreement, and such breach is not remedied within thirty (30) days after written notice.
3. **Misrepresentation:** Any representation or warranty made or deemed made by the Borrower proves to be materially incorrect or misleading.
4. **Insolvency:** The Borrower becomes insolvent or admits inability to pay debts as they mature, or becomes the subject of bankruptcy or insolvency proceedings.
5. **Change of Control:** There is a change in the ownership or control of the Borrower without prior written consent of the Lender.
6. **Default under Other Agreements:** Default occurs under any other loan or financing agreement of the Borrower that materially affects its ability to perform under this Agreement.

2. Remedies

Upon the occurrence and during the continuance of any Event of Default, the Lender may exercise any or all of the following remedies:

1. **Acceleration:** Declare the outstanding principal, accrued interest, and all other amounts payable immediately due and payable.
2. **Enforcement:** Enforce any security interest or lien granted to the Lender in connection with this Agreement.
3. **Legal Proceedings:** Commence any legal or equitable action to enforce its rights and remedies under this Agreement.
4. **Appointment of Receiver:** Apply to appoint a receiver to take possession of assets securing the financing.
5. **Exercise Other Rights:** Exercise any other right or remedy available at law or in equity.

Important Notes:

- This document serves as a sample format; always customize according to the specific transaction and legal requirements.
- Parties should obtain legal counsel to tailor the Events of Default and Remedies clauses to their needs.
- Capital expansion debt financing agreements may involve additional covenants and representations not shown here.
- Both Lender and Borrower obligations should be outlined clearly elsewhere in the Agreement.