

# 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.