

# Miscellaneous Provisions and Governing Law

## Capital Expansion Debt Agreement

### Miscellaneous Provisions

**Amendments and Waivers.** No amendment or waiver of any provision of this Agreement, or consent to any departure by either party from such provision, shall be effective unless it is in writing and signed by the parties.

**Notices.** Any notice, request, demand or other communication under this Agreement shall be in writing and sufficiently given if delivered personally, sent by certified mail, or sent through electronic mail with confirmation of receipt to the relevant addresses provided in this Agreement.

**Assignment.** Neither this Agreement nor any rights hereunder may be assigned by either party without the prior written consent of the other party, except as otherwise expressly provided herein.

**Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, negotiations, and understandings, whether written or oral.

**Severability.** If any part of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

**Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

### Governing Law

This Agreement and any dispute arising hereunder shall be governed by and construed in accordance with the laws of the State of [Insert Jurisdiction], excluding its conflict of law principles. Each party agrees to submit to the exclusive jurisdiction of the courts of [Insert Jurisdiction] for the resolution of any disputes relating to this Agreement.

### Important Notes

- This type of agreement is legally binding; review all terms carefully.
- Ensure the governing law and jurisdiction are suitable for both parties.
- All modifications to the agreement must be in writing and signed.
- Consult with legal counsel before executing the agreement.
- Explicitly state each party's rights and obligations regarding debt and capital expansion.