

Representations and Warranties: Capital Expansion Debt Financing

1. Organization and Authority

The Borrower is a duly organized and validly existing business entity under the laws of its jurisdiction of formation. The Borrower has full power and authority to own its properties, conduct its business, and enter into this debt financing agreement.

2. Authorization; No Conflict

The execution, delivery, and performance of this agreement have been duly authorized by all necessary action. The execution and performance will not conflict with or result in a breach of any organizational documents, law, regulation, contract, or agreement applicable to the Borrower.

3. Financial Statements

The Borrower has provided accurate and complete financial statements prepared in accordance with generally accepted accounting principles. The statements fairly present the Borrower's financial condition and results of operations as of and for the periods indicated.

4. No Material Adverse Change

Since the date of the most recent financial statements, there has been no material adverse change in the assets, financial condition, or operations of the Borrower.

5. Compliance with Laws

The Borrower is in compliance in all material respects with applicable laws, ordinances, regulations, and licenses required for business operations or the purpose of the capital expansion.

6. Litigation

There is no litigation, arbitration, or administrative proceeding presently pending or, to the Borrower's knowledge, threatened against the Borrower, that could have a material adverse effect on the Borrower or its assets.

7. No Default

The Borrower is not in default under any agreement, contract, or instrument to which it is a party, which default would have a material adverse impact on its business or ability to perform under this debt financing agreement.

8. Title to Assets

The Borrower has good and valid title to all of its property and assets, free and clear of any liens or encumbrances except as disclosed in writing to the Lender.

Important Notes

- This document outlines key representations and warranties required from borrowers for debt used in capital

expansion projects.

- Accuracy and completeness of information provided are critical for compliance and funding approval.
- Breach of these representations may constitute a default under the financing agreement.
- Consult legal counsel to tailor representations to the specific transaction and jurisdiction.