

CREDIT FACILITY AGREEMENT

This Credit Facility Agreement ("Agreement") is entered into as of , by and between:

Lender: , a company organized and existing under the laws of , with its principal office located at .

Borrower: , a company organized and existing under the laws of , with its principal office located at .

1. Facility

The Lender agrees to provide a credit facility in the aggregate principal amount of (the "Facility") to the Borrower, as per the terms and conditions set forth in this Agreement.

2. Drawdown

The Borrower may draw down the Facility by providing a written notice to the Lender specifying the requested amount and the proposed date of drawdown.

3. Interest

The outstanding balance under the Facility shall bear interest at a rate of per annum, calculated on the basis of a 360-day year and actual days elapsed.

4. Repayment

The Borrower shall repay the Facility in full, together with accrued interest, on or before (the "Maturity Date").

5. Representations and Warranties

- The Borrower represents and warrants that it is duly organized and validly existing under the laws of its jurisdiction.
- The execution and delivery of this Agreement has been duly authorized.
- The obligations under this Agreement constitute legal, valid, and binding obligations of the Borrower.

6. Default

If the Borrower fails to pay any amount due under this Agreement, the Lender may, by written notice, declare the entire outstanding Facility and accrued interest immediately due and payable.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of .

IN WITNESS WHEREOF

The parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Lender:

By:

Title:

Date:

Borrower:

By:

Title:

Date:

