

Terms and Conditions of the Loan.

- (a) In accordance with the terms and subject to the conditions set forth herein, the Lender agrees to make advances of the Loan (each, an "Advance") to the Borrower during the Availability Period; provided that (x) the amount of any Advance shall not include interest, commissions, expenses or any amounts other than principal payable by the Borrower to the Lender pursuant to the Notes; (y) the aggregate principal amount of all Advances shall not exceed at any time the amount of the Authorized Loan Amount; and (z) the Borrower may not re-borrow any amounts of the Loan paid (whether prepaid or paid in the scheduled payment date) to the Lender pursuant to the terms set forth herein.
- (b) Following the Commitment Termination Date, any unused portion of the Authorized Loan Amount shall be cancelled and the rights of the Borrower to borrow such portion of the Authorized Loan Amount shall terminate.
- (c) The Advance Request shall be irrevocable and binding to the Borrower, and the Borrower shall indemnify the Lender for any loss or cost incurred by the Lender (including, without limitation, any losses derived from amounts paid or payable by the Lender to fund such Loan) in the event the Borrower fails to borrow the Advance so and as requested in the relevant Advance Loan Request (including due to the failure of the Borrower to satisfy one or more of the Conditions Precedent).
- (d) Any payment made by the Borrower to the Lender pursuant to this Agreement as evidenced by the Notes, shall be applied in the following order (to the extent due and owing and unpaid):