

(f) Origination Fee. Contemporaneous with Borrowers execution of this Agreement, Borrowers shall pay Agent, for its own account and not for the benefit of any other Lenders, a fee in an amount equal to \$105,000. All fees payable pursuant to this paragraph shall be deemed fully earned when due and payable and non-refundable as of the Closing Date.

(g) Reserved.

(h) Exit Fee. Borrowers shall pay to Agent, for the benefit of all Lenders committed to make Term Loan advances, as compensation for the costs of making funds available to Borrowers under this Agreement an exit fee (the “**Exit Fee**”) calculated in accordance with this subsection and upon the date or dates required under this subsection. The Exit Fee shall be an amount equal to five percent (5.0%) *multiplied by* the aggregate principal amount of the Term Loan advanced to Borrower under this Agreement. Upon any repayment of any portion of the Term Loan (whether voluntary, involuntary or mandatory) other than scheduled amortization payments (if any) and the final payment of principal in respect of the Term Loan, a portion of the Exit Fee shall be due in the following amount: that percentage which is obtained by dividing the amount prepaid by the then outstanding principal balance of the Term Loan. Any remaining unpaid amount of the Exit Fee shall be due and payable on the Termination Date. All fees payable pursuant to this paragraph shall be deemed fully accrued and earned as of the Closing Date.

(i) Prepayment Fee. If any advance under the Term Loan is prepaid at any time, in whole or in part, for any reason (whether by voluntary prepayment by Borrowers, by reason of the occurrence of an Event of Default or the acceleration of the Term Loan, or otherwise), or if the Term Loan shall become accelerated and due and payable in full, or if the Lenders’ funding obligations in respect of any unfunded portion of the Term Loan shall terminate prior to the Maturity Date, Borrowers shall pay to Agent, for the benefit of all Lenders committed to make Term Loan advances, as compensation for the costs of such Lenders making funds available to Borrowers under this Agreement, a prepayment fee (the “**Prepayment Fee**”) calculated in accordance with this subsection. The Prepayment Fee shall be equal to the amount determined by multiplying the amount being prepaid by the following applicable percentage amount: (x) three percent (3.0%) during the first year following the Closing Date. , (y) two percent (2.0%) during the second year following the Closing Date, and (z) one percent (1.0%) thereafter. The Prepayment Fee shall not apply to or be assessed upon any prepayment made by Borrowers if such payments were required by Agent to be made pursuant to Section 2.1(a)(ii)(B) subpart (i) (relating to Net Insurance/Condemnation Proceeds), or subpart (ii) (relating to payments exceeding the Maximum Lawful Rate). Notwithstanding the foregoing, in no event shall any fee under this Section 2.2(i) be due and payable if the Term Loan prepaid in full as a result of a refinancing of each of the Obligations and the Affiliated Obligations by Agent or an Affiliate thereof. All fees payable pursuant to this paragraph shall be deemed fully earned and non-refundable as of the Closing Date.

(j) Agency Fee. On the Closing Date and on each annual anniversary thereof, Borrowers shall pay Agent, for its own account and not for the benefit of any other Lenders, an administrative fee of an amount equal to one quarter of one percent (0.25%) *multiplied by* the aggregate principal amount of the Term Loan advanced to Borrower under this Agreement. The administrative fee shall be deemed fully earned when due and payable and, once paid, shall be non-refundable.

(k) Audit Fees. Borrowers shall pay to Agent, for its own account and not for the benefit of any other Lenders, all reasonable fees and expenses in connection with audits and inspections of Borrowers’ books and records, audits, valuations or appraisals of the Collateral, audits of Borrowers’ compliance with applicable Laws and such other matters as Agent shall deem appropriate, which shall be due and payable on the first Business Day of the month following the date of issuance by Agent of a written request for payment thereof to Borrowers; *provided*, that notwithstanding the foregoing, so long