

State of Arizona is correctly set forth on the front page of this Deed of Trust. Trustor shall promptly notify Beneficiary of any change of its organizational number or, if Trustor does not now have an organizational identification number but acquires one after the date hereof, of such organizational number.

(l) Trustor warrants, represents and covenants that to the best actual knowledge of Trustor (with no duty of investigation or inquiry except as required by law) neither Trustor, Guarantor nor any person or entity owning a direct or indirect beneficial interest in Trustor or Guarantor is or will be an entity or person (i) that is listed in the Annex to, or otherwise subject to, the provisions of Executive Order 13224 issued by the President of the United States on September 23, 2001 and made effective as of September 24, 2001 ("EO13224"), (ii) whose name appears on the United States Treasury Department's Office of Foreign Assets Control ("OFAC") most current list of "Specifically Designated National and Blocked Persons," (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/ofac/t11sdn.pdf>), or (iii) who commits, threatens to commit or supports "terrorism," as that term is defined in EO13224, (each entity or person described in clauses [i] through [iii] in this Subparagraph is sometimes referred to in this Subparagraph as a "Prohibited Person"). Trustor covenants and agrees that neither Trustor, Guarantor nor any person or entity owning a direct or indirect beneficial interest in Trustor or Guarantor will knowingly (x) conduct any business, or engage in any transaction or dealing, with any Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person, or (y) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in EO13224. Trustor further covenants and agrees to deliver from time to time to Beneficiary any such written certification or other evidence as may be reasonably requested by Beneficiary, confirming that as required by law (aa) neither Trustor, Guarantor nor any person or entity owning a direct or indirect beneficial interest in Trustor or Guarantor is a Prohibited Person and (bb) neither Trustor, Guarantor nor any person or entity owning a direct or indirect beneficial interest in Trustor or Guarantor has knowingly engaged in any business, transaction or dealings with a Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person.

(m) Trustor agrees to pay an effective rate of interest equal to the sum of (i) the Contract Rate (as such term is defined in the Note), and (ii) the additional rate, if any, resulting from any charge or fee in the nature of interest paid or to be paid by Trustor in connection with the Note, the Assignment and this Deed of Trust or any other Loan Document or other document executed and delivered by Trustor to Beneficiary in connection with the indebtedness evidenced by the Note. The total liability of Trustor for the payment of interest under the Note and this Deed of Trust shall not exceed the applicable limit imposed by the usury laws of the State of Arizona. If Beneficiary receives interest in an amount which exceeds such limit, such excess amount shall be