

## SECTION 11. NON-MORTGAGOR BORROWER PROVISIONS

11.1 Mortgagor is executing this Mortgage solely for the purpose of encumbering its interest in the Mortgaged Property to secure payment and performance of the Obligation. The liability of Mortgagor hereunder for the payment and performance of the Obligation and for any breach or default hereunder shall be limited to its interest in the Mortgaged Property. Mortgagee shall accept any payment or performance of the Obligation by Mortgagor to the same effect as if made by Borrower.

11.2 All advances of the loan provided for in the Loan Agreement shall be made to Borrower subject to and in accordance with the terms of the Loan Agreement. All advances of the loans provided for in the Bank Credit Agreement shall be made to Borrower subject to and in accordance with the terms of the Bank Credit Agreement. Likewise all letters of credit provided for in the Bank Credit Agreement shall be issued as provided in and subject to and in accordance with the terms of the Bank Credit Agreement. It is not necessary for Mortgagee to inquire into the powers of Borrower or the officers, directors, partners or agents acting or purporting to act on its behalf. Mortgagor is and shall continue to be fully informed as to all aspects of the business affairs of Borrower that it deems relevant to the risks it is assuming and hereby waives and fully discharges Mortgagee from any and all obligations to communicate to Mortgagor any facts of any nature whatsoever regarding Borrower and Borrower's business affairs.

11.3 Mortgagor authorizes Mortgagee, without notice or demand, without affecting the obligations of Mortgagor hereunder or the personal liability of any person for payment or performance of the Obligation and without affecting the lien or the priority of the lien of this Mortgage, from time to time, at the request of any person primarily obligated therefor, to renew, compromise, extend, accelerate or otherwise change the time for payment or performance of, or otherwise change the terms of, all or any part of the Obligation, including increase or decrease any rate of interest thereon. Mortgagor waives and agrees not to assert: (i) any right to require Mortgagee to proceed against Borrower; (ii) the benefits of any statutory provision limiting the liability of a surety, including without limitation the benefit of §12-1641, et seq., of the Arizona Revised Statutes; and (iii) any defense arising by reason of any disability or other defense of Borrower or by reason of the cessation from any cause whatsoever of the liability of Borrower. Mortgagor shall have no right of subrogation and hereby waives any right to enforce