

such proceeds (net of costs of collection), without interest, to be disbursed to Grantor or applied on the Secured Obligations pursuant to the terms and conditions set forth in the Term Loan Agreement.

Article IX
Miscellaneous

9.1 In the event any item, term or provision contained in this instrument is in conflict, or may be held hereafter to be in conflict, with any applicable law, this instrument shall be affected only as to its application to such item, term or provision, and shall in all other respects remain in full force and effect.

9.2 All article and section titles or captions contained in this Deed of Trust or in any schedule or exhibit hereto are for convenience only and shall not be deemed a part of this Deed of Trust and shall not affect the meaning or interpretation of this Deed of Trust.

9.3 The hereinabove specifically described promissory notes of even date have been executed and delivered and are payable to the Beneficiary in the State of Texas with the intent and agreement of the Grantor that the indebtedness evidenced thereby be governed by the laws of the State of Texas and applicable laws of the United States of America. Further, Grantor and Beneficiary specifically intend and agree to limit contractually the amount of interest payable under this Deed of Trust, the Secured Obligations and all other instruments and agreements related hereto and thereto to the maximum amount of interest permitted to be charged under applicable law (as hereinafter defined). Therefore, none of the terms of this Deed of Trust, the Secured Obligations or any instrument pertaining to or relating to this Deed of Trust or the Secured Obligations shall ever be construed to create a contract to pay interest at a rate in excess of the maximum rate permitted to be charged under such applicable law, and neither Grantor nor any other party liable hereunder shall ever be liable for interest in excess of the amount determined at such maximum rate, and the provisions of this paragraph shall control over all other provisions of this Deed of Trust, the Secured Obligations or of any other instrument pertaining to or relating to the transactions herein contemplated. If any amount of interest taken or received by Beneficiary shall be in excess of said maximum amount of interest which, under such applicable law, could lawfully have been collected by Beneficiary incident to this transaction, then such excess shall be deemed to have been the result of a mathematical error by all parties hereto and shall be refunded promptly to the party paying such amount. All amounts paid or agreed to be paid in connection with the transactions contemplated herein which would under such applicable law be deemed "interest" shall, to the extent permitted by such applicable law, be amortized, prorated, allocated and spread throughout the stated term of the Secured Obligations. "Applicable law" as used in this paragraph means the law in effect from time to time and applicable to this loan transaction and to the Secured Obligations which lawfully permits the charging and collection of the highest permissible lawful, non-usurious rate of interest on this loan transaction and the Secured Obligations, but to the extent such applicable law permits the charging and collection of interest at a rate greater than that permitted under the laws of the State of Texas (or, to the extent controlling, laws of the United States of America), then the laws of the State of Texas and, to the extent