

RECEIVED

NOV 17 2011

Department of Water Resources
Eastern RegionSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**Notice of Security Interest in a Water Right****And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right**

Please print or type. Attach pages with additional information. Instructions are on the back of this page.

Incomplete forms will be returned.

1. Water Right No(s): 22-7262, 22-13810, ~~22-13811~~Adjudication Claim No(s): A22-7262, A22-13810, A22-138112. The following **REQUIRED** information must be submitted with this form:A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**B) A **FEE** of **\$25.00** per water right or adjudication claim.

SUPPORT DATA

3. Name and Mailing Address of Person or Company holding Security Interest

IN FILE # 22-7262Zions First National Bank, Real Estate DepartmentOne South Main Street
Suite 470Salt Lake City, UT 84133Attn: David H. Young,

4. Name of Water Right Owner/Claimant(s)

Fillmore Farms, LLC5. Expiration Date of Notification Period October 1, 20236. Is this a Renewal of Request for Notification? ☐ YES ☒ NO7. Signature(s) of Security Interest holder(s)
(and title if applicable)David H. Young
Sr Vice President**For Office Use Only**Received by JBDate 11/17/2011Fee \$75.-Received by JBDate 11/17/2011Receipt No. E037139Processed by AJDate 11/17/2011WR Date 22-13811 - Huntsman Springs / Request
Refund listed & covered by
Huntsman Spring app

First American Title Company

Instrument # 219539

TETON COUNTY, IDAHO
11-09-2011 16:55:02 No. of Pages: 38
Recorded for: FIRST AMERICAN TITLE - DRIGGS
MARY LOU HANSEN Fee: \$121.00
Ex-Officio Recorder Deputy, Mary Lou Hansen
Index to: MORTGAGE

WHEN RECORDED, RETURN TO:

Zions First National Bank
Real Estate Banking Group
One South Main Street, Suite 470
Salt Lake City, Utah 84133
Attn: Real Estate Banking Group Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Date: November 8, 2011

**TERM LOAN MORTGAGE,
ASSIGNMENT OF RENTS, SECURITY AGREEMENT
AND FIXTURE FILING**
(hereinafter referred to as the "Mortgage")
(First Lien)

Made by:
Fillmore Farms LLC, a Utah limited liability company
(hereinafter referred to as "Mortgagor")

For the benefit of:
Zions First National Bank, a national banking association
(hereinafter referred to as "Mortgagee")

Promissory Note Amount: \$21,420,000.00
Maturity Date of Promissory Note: October 1, 2018
Promissory Note Amount: \$15,000,000.00
Maturity Date of Promissory Note: October 1, 2013
Promissory Note Amount: \$55,000,000.00
Maturity Date of Promissory Note: October 1, 2013
Promissory Note Amount: \$4,000,000.00
Maturity Date of Promissory Note: October 1, 2013

THIS INSTRUMENT IS INTENDED ALSO TO BE A FIXTURE AND AS-EXTRACTED
COLLATERAL/MINERALS FILING AND IS TO BE INDEXED AS SUCH IN THE REAL
PROPERTY RECORDS OF TETON COUNTY.

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**TERM LOAN MORTGAGE,
ASSIGNMENT OF RENTS, SECURITY AGREEMENT
AND FIXTURE FILING
(Fillmore Farms Property)**

This Term Loan Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (the "Mortgage") is made and executed this 8th day of November, 2011 (the "Closing Date"), by **Fillmore Farms LLC, a Utah limited liability company** ("Mortgagor"), in favor of Zions First National Bank, a national banking association ("Mortgagee").

A. Mortgagee is making a loan to Huntsman Springs Inc., an Idaho corporation ("Huntsman Springs") in the aggregate amount of Eighty Million Four Hundred Twenty Thousand Dollars (\$80,420,000.00) (the "Huntsman Springs Loan"). The Huntsman Springs Loan is evidenced by the following promissory notes:

(i) a term loan Promissory Note dated the Closing Date in the original principal amount of Fifty-Five Million Dollars (\$55,000,000.00) (the "\$55MM Note"), made by Huntsman Springs to the order of Mortgagee and by this reference made a part hereof, maturing on October 1, 2013, and any and all extensions, modifications, substitutions, replacements or renewals thereof and judgments in enforcement thereof;

(ii) a term loan Promissory Note dated the Closing Date in the original principal amount of Twenty-One Million Four Hundred Twenty Thousand Dollars (\$21,420,000.00) (the "\$21.42MM Note"), made by Huntsman Springs to the order of Mortgagee and by this reference made a part hereof, maturing on October 1, 2018, and any and all extensions, modifications, substitutions, replacements or renewals thereof and judgments in enforcement thereof; and

(iii) a revolving line of credit loan Promissory Note dated the Closing Date in the original principal amount of Four Million Dollars (\$4,000,000.00) (the "\$4MM Note"), made by Huntsman Springs to the order of Mortgagee and by this reference made a part hereof, maturing on October 1, 2013, and any and all extensions, modifications, substitutions, replacements or renewals thereof and judgments in enforcement thereof (the "\$4MM Loan").

The Huntsman Springs Loan will be advanced under a Loan Agreement, dated as of the Closing Date, by and among Huntsman Springs, the other Loan Parties party thereto and Mortgagee (the "Huntsman Springs Loan Agreement").

B. This Mortgage also secures that certain revolving line of credit loan from Mortgagee to Jon M. Huntsman ("Huntsman") in the amount of Fifteen Million Dollars (\$15,000,000.00) (the "\$15MM Loan"), evidenced by, among other things, a Promissory Note dated the Closing Date,

executed by Huntsman for the benefit of Mortgagee, which is in the original principal amount of Fifteen Million Dollars (\$15,000,000.00) (the "\$15MM Note"). The \$15MM Loan will be advanced under a Revolving Line of Credit Loan Agreement, dated as of the Closing Date, by and among Huntsman, the other Loan Parties party thereto, and Mortgagee (the "Huntsman Loan Agreement").

The \$55MM Note, the \$21.42MM Note, the \$4MM Note, and the \$15MM Note, and all renewals, extensions, modifications, and replacements thereof, are hereinafter collectively referred to as the "Note". The loan documents executed in connection with the Huntsman Springs Loan and all of the loan documents executed in connection with the \$15MM Loan, and all renewals, extensions, modifications, and replacements thereof, are hereinafter collectively referred to as the "Loan Documents". The Huntsman Springs Loan Agreement and the Huntsman Loan Agreement are hereinafter collectively referred to as the "Loan Agreement". The Huntsman Springs Loan and the \$15MM Loan are hereinafter collectively referred to as the "Loan". Huntsman Springs and Huntsman are hereinafter collectively referred to as "Borrower".

The Loan includes a variable interest rate. The interest rate, payment terms, and balance due may be indexed, adjusted, renewed, or renegotiated.

C. Mortgagee, Huntsman Springs and various Persons related to or affiliated with Huntsman Springs and Huntsman have previously entered into one or more of the Prior Huntsman Loans (as such term is defined in the Loan Agreement). Mortgagee and Borrower now desire to restructure the Prior Huntsman Loans into four separate replacement credit facilities, which credit facilities shall be secured by the collateral previously pledged to secure the Prior Huntsman Loans, and by certain additional Collateral, all pursuant to separate security agreements of even date herewith, including without limitation, this Mortgage.

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 GRANT AND CONVEYANCE

1.1 General Grant. Mortgagor hereby assigns, grants, bargains, sells, conveys, MORTGAGES, WARRANTS, and transfers to Mortgagee, and grants to Mortgagee a security interest in, with right of entry and possession, in and to the following described real property all of the hereinafter described properties, rights and interests (the "Real Property"):

1.1.1 Real Property. All of the right, title, interest and estate of Mortgagor now owned or hereafter acquired in and to the real property located in Teton County, State of Idaho (the "Property") as more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

1.1.2 Buildings, Improvements and Interests. All right, title, interest and estate of Mortgagor, now owned or hereafter acquired, in and to: (a) All buildings, improvements, works, structures, facilities and fixtures, including any future additions to, and improvements and betterments now or hereafter constructed upon, and all renewals and replacements of, any of the foregoing, which are now or hereafter shall be constructed or affixed or constructively affixed to the Property, or to any portion of the Property (the "Improvements"); (b) if any portion of the Property comprises all or a portion of a planned or restricted development, subdivision, or a condominium project ("Development") and Mortgagor is the "declarant", "developer", "owner", or other similarly designated controlling party ("Developer") under the restrictive covenants, declaration of condominium owner, planned unit development, subdivision, or other controlling document who, as such, now has or will hereafter have special rights and privileges with respect to the Development and/or the related owner's association which are not enjoyed by all other owners, including, without limitation, any rights to assess and receive homeowner or condominium unit owner assessments (collectively, "Developer's Rights"), then (i) the Developer's Rights shall be deemed to be a part of the Property, and (ii) Mortgagor hereby appoints and designates Mortgagee as the successor Developer to replace Mortgagor and hereby assigns to Mortgagee as successor Developer all of Mortgagor's rights and benefits under the Developer's Rights; provided, however, that such appointment and assignment shall not take effect unless and until (A) Mortgagee becomes the fee simple owner of all or a portion of the Development by reason of the public or judicial foreclosure of this Mortgage (or by means of a deed in lieu thereof), and (B) Mortgagee accepts such appointment and assignment in a writing which is recorded in the public records of the county in which the Development is located; and (c) All easements, licenses, streets, ways, alleys, roads, streets, passages, rights-of-way, minerals, oil, gas and other hydrocarbon substances and all as-extracted collateral as defined in the Idaho Uniform Commercial Code, development rights, all development agreements, air rights, irrigation rights, water, water courses, water rights (including claims, decrees, permits, and licenses), and water stock, including without limitation, the water shares and certificates described in that certain Assignment of Water Shares and Security Agreement dated the Closing Date and entered into between Mortgagee and Mortgagor (whether now owned or hereafter acquired by Mortgagor and whether arising by virtue of land ownership, contract or otherwise), of any kind and nature, relating to or in any way appurtenant or appertaining to the Property or to any portion of the Property.

1.1.3 Tenements, Hereditaments. All right, title, interest, and estate of Mortgagor now owned or hereafter acquired in and to all of the tenements, hereditaments, rights, privileges, and appurtenances belonging, relating, or in any way appertaining to any of the Property or the Improvements, or any portion of the Property or the Improvements, or which shall hereafter in any way belong, relate, or in any way appertain thereto, whether now owned or hereafter acquired, and the reversion and reversions, remainder and remainders, and estates, rights, titles, interests, possessions, claims, and demands of every nature whatsoever, at law or in equity, which Mortgagor may have or may hereafter acquire in and to the Property, the Improvements, or any portion thereof.

1.1.4 Leases, Rents, Issues, Etc. All right, title, interest and estate of Mortgagor, now owned or hereafter acquired, in and to all leases and subleases of all or any portion of the Property or the Improvements now or hereafter existing or entered into, and all lease agreements and

documents evidencing the same; and all right, title and interest of Mortgagor thereunder, including without, limitation, all rents, subrents, room rents and other amounts received for use of any rooms in the Property, including the Improvements, and any and all room rental agreements and arrangements now owned or hereafter acquired, and all proceeds from such leases, rents, subrents, room rents, issues, royalties, security deposits, income and profits of and from the Property, the Improvements, or any portion thereof.

1.2 Security Interest. Mortgagor hereby assigns and grants to Mortgagee a security interest in and to those items of the Real Property in which security interests may be granted under Article 9 of the Idaho Uniform Commercial Code and in and to the following described property (collectively the "Personalty"), whether now or hereafter existing, and in which Mortgagor now has or hereafter obtains any right, title, estate or interest, but only to the extent of Mortgagor's ownership interest therein, together with all additions and accessions thereto and all rents and proceeds thereof:

1.2.1 Tangible Personal Property. All right, title, interest and estate of Mortgagor, now owned or hereafter acquired, in and to: (a) All goods, inventory, specifically including, without limitation, materials, furnishings and supplies, whether stored on or off the Property, delivered to the Property for incorporation or use in any construction, renovation, operation or maintenance of the Property or the Improvements, supplies, furnishings, construction materials, equipment, vehicles, machinery, appliances, including attached and unattached appliances, and other tangible personal property and fixtures located in or upon the Property or the Improvements and used or useable in connection therewith, or to be used in the construction, reconstruction, remodeling, or repair of any of the Improvements now or hereafter located upon the Property; (b) All furniture, fixtures and equipment as equipment is defined in the Idaho Uniform Commercial Code, wherever located, and all related right, title and interest of Mortgagor, now owned or hereafter acquired or created, all proceeds and products of the foregoing and all additions and accessions to, replacements of, insurance or condemnation proceeds of, and documents covering any of the foregoing, all leases of any of the foregoing, and all rents, revenues, issues, profits and proceeds arising from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition of any of the foregoing or any interest therein; (c) All architectural, engineering, development, construction and construction cost guarantee contracts or bonds entered into in connection with the improvement of the Property, all plans and specifications, building or use permits, subdivision plats and any related subdivision development requirements and specifications prepared by the engineer and architect thereunder, relating to any construction, development, ownership or maintenance of the Property or the Improvements; (d) All engineering reports, surveys, soil reports and other documents relating to the Property; (e) All modifications, parts, accessories, and accessions to each and all of the foregoing and all renewals and replacements thereof; and (f) All proceeds of each of the foregoing.

1.2.2 Permits, Names, Rights, Etc. All right, title interest and estate of Mortgagor now owned or hereafter acquired in and to: (a) All contracts, permits, franchises, privileges, grants, consents, licenses, authorizations, and approvals heretofore or hereafter granted by the United States, by the State of Idaho or by any departments or agencies thereof or any other governmental or public bodies, agencies or authorities, to or for the benefit of Mortgagor and utilized in connection with the

Property and the Improvements thereon or to be constructed thereon, to the extent the same are transferable and subject to all terms, covenants and conditions thereof and to applicable law; (b) All names under or by which the Property or any of the Improvements may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all service marks, trademarks and goodwill in any way relating to Mortgagor's ownership and operation of the Property; (c) All contracts, contract rights, rights to payment, general intangibles, instruments, documents, instructions, accounts, water stock, including without limitation, the water shares and certificates described in that certain Assignment of Water Shares and Security Agreement dated the Closing Date and entered into between Mortgagee and Mortgagor, arising in connection with Mortgagor's ownership, general intangibles, legal or equitable claims, judgments, and awards now or hereafter accruing to the benefit of Mortgagor by reason of Mortgagor's ownership or use of the Property and the Improvements, specifically including, without limitation, any and all architectural, development and any construction contracts, and all construction cost guarantee contracts relating to the Property or any Improvements; (d) All shares of stock, member interests, partnership interests, or other evidence of ownership of any part of the Property or the Improvements that is owned by Mortgagor in common with others; (e) All documents and rights of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Property; and (f) All amendments, modifications, additions, accessions, substitutions, replacements and renewals to any of the foregoing and all proceeds of the foregoing, whether voluntary or involuntary, including without limitation, insurance proceeds.

1.2.3 Awards. All right, title, interest and estate of Mortgagor now owned or hereafter acquired in and to: (a) All awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the Property or any portion of the Property, the Improvements or any portion of the Improvements, or of any other Improvements now or hereafter situate thereon or any estate or easement in the Property (including any awards for change of grade of streets); (b) All insurance policies and all proceeds of insurance paid on account of any partial or total destruction of the Improvements or any portion thereof; (c) All causes of action and recoveries for any loss or diminution in the value of the Property or the Improvements; and (d) All proceeds of each of the foregoing.

1.2.4 Plans and Utility Taps. All right, title, interest and estate of Mortgagor now owned or hereafter acquired in and to: All Plans and any and all replacements, modifications, and amendments thereto and any and all contracts, agreements or commitments between Mortgagor and any utility company, water company or user association, or telephone company, to furnish electricity, natural gas or oil, telephone, sewer, water or other such services, or to provide hook-ups, connections, lines or other necessary taps to the Property and the Improvements thereon. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's true and lawful attorney-in-fact to execute, acknowledge and deliver any instruments and to do and perform any act in the name and on behalf of Mortgagor necessary to maintain and continue all contracts, agreements or commitments with any such utility company and, otherwise, to perform all acts necessary to assure uninterrupted utility service to the Property and the Improvements thereon.

1.2.5 Loan Proceeds. All right, title, interest and estate of Mortgagor now owned or hereafter acquired in and to all proceeds of the Loan made by Mortgagee to Mortgagor for construction of the Improvements which proceeds are held by Mortgagee, whether or not disbursed, and all reserves, deferred payments, deposits, refunds, cost savings, and payments of any kind to secure any and all of Mortgagor's or Borrower's obligations to Mortgagee.

1.2.6 Contracts. All right, title, interest and estate of Mortgagor, now owned or hereafter acquired, under any other contract, subcontract or agreement, for any construction or completion of the Improvements and all contracts and agreements which have been or shall hereinafter be entered into relating to the construction, development, sale, lease, operation or use of all or a portion of the Property or the Improvements, and all governmental agreements, licenses or permits obtained for the lawful construction and/or operation of the Improvements.

1.2.7 Accounts. All accounts of Mortgagor, presently existing or hereafter arising, including all accounts as defined in the Idaho Uniform Commercial Code, as amended, established in connection with or by reason of Mortgagor's ownership, construction, development, sale, lease, operation or use of the Property or the Improvements, and all documentation and supporting information related to any of the foregoing, all rents, profits and issues thereof, and all proceeds thereof.

1.2.8 Documents. All documents of Mortgagor, presently existing or hereafter arising, including all documents as defined in the Idaho Uniform Commercial Code, as amended, arising from or issued or prepared in connection with Mortgagor's ownership, construction, development, sale, lease, operation or use of the Property or the Improvements, and all documentation and supporting information related to any of the foregoing, all rents, profits and issues thereof, and all proceeds thereof.

1.2.9 Instruments. All instruments of Mortgagor, presently existing or hereafter arising, including all instruments as defined in the Idaho Uniform Commercial Code, as amended, arising from or issued or prepared in connection with Mortgagor's ownership, construction, development, sale, lease, operation or use of the Property or the Improvements, and all documentation and supporting information related to any of the foregoing, all rents, profits and issues thereof, and all proceeds thereof.

1.2.10 Deposit Accounts. All of Mortgagor's interests in any and all deposit accounts pertaining to the Property established at Mortgagee in the name of Mortgagee in connection with the extension of any credit to Mortgagor, whether such deposit accounts are now existing or hereafter created, together with all interest and other funds paid in connection with the deposit accounts, all renewals of the deposit accounts, and all proceeds, renewals and rollovers thereof and all additions and accessions thereto.

1.2.11 General Intangibles. All general intangibles of Mortgagor, presently existing or hereafter arising, including general intangibles as defined in the Idaho Uniform Commercial Code as it exists and may be amended, choses in action, proceeds, contracts, distributions, dividends,

refunds, security deposits, judgments, insurance claims, any right to payment of any nature, intellectual property rights or licenses, any other rights or assets of Mortgagor customarily or for accounting purposes classified as general intangibles, and all documentation and supporting information related to any of the foregoing, all rents, profits and issues thereof, and all proceeds thereof.

1.3 Security Agreement. This Mortgage constitutes a Security Agreement with respect to the Personalty, and Mortgagee shall have all of the rights and remedies of a secured party under the Loan Documents and the Idaho Uniform Commercial Code as well as all other rights and remedies available at law or in equity. Mortgagor and Mortgagee acknowledge their mutual intent that all security interests contemplated herein are given as a contemporaneous exchange for new value to Mortgagor, regardless of when advances to Mortgagor are actually made or when the Mortgaged Property (as defined below) is acquired.

1.4 Mortgaged Property. The Real Property and the Personalty are sometimes hereinafter collectively referred to as the "Mortgaged Property".

1.5 Fixture and Minerals Filing. This Mortgage constitutes a fixture and as-extracted collateral/minerals filing pursuant to Article 9 of the Idaho Uniform Commercial Code, I.C. §§ 28-9-101, et. seq., as such Idaho Uniform Commercial Code is amended or recodified from time to time. The addresses of the secured party (Mortgagee) and the debtor (Mortgagor) are set forth in Section 12.1 of this Mortgage. This Mortgage is to be recorded in the real estate records in the County Recorder's office of the county in which the Real Property is located. Mortgagor is the record owner of the Real Property.

ARTICLE 2 OBLIGATION SECURED

2.1 Obligations. This Mortgage is given for the purpose of securing the following obligations (collectively the "Obligations") of Mortgagor and Borrower:

2.1.1 Huntsman Obligations. The payment and performance of the Huntsman Obligations (as such term is defined in the Loan Agreement).

2.1.2 Advances by Mortgagee. The payment of all sums expended and advanced by Mortgagee pursuant to the terms of this Mortgage, the Loan Agreement, or any other Loan Document, together with interest thereon as provided in this Mortgage.

2.1.3 Extensions, Etc. The payment and performance of any extensions of, renewals of, modifications of, or additional advances under the Note, or any of the obligations evidenced by the Note, regardless of the extent of or the subject matter of any such extension, renewal, modification or additional advance.

2.1.4 Revolving Line of Credit. The \$15MM Loan and the \$4MM Loan are each revolving lines of credit under which Huntsman or Huntsman Springs, respectively, may repeatedly

draw and repay funds, so long as no event of default has occurred under the \$15MM Loan or the \$4MM Loan, and as long as the aggregate, outstanding principal indebtedness under the \$15MM Loan at any time does not exceed the principal amount of \$15,000,000.00, and as long as the aggregate, outstanding principal indebtedness under the \$4MM Loan at any time does not exceed the principal amount of \$4,000,000.00. Disbursements under the \$15MM Loan and the \$4MM Loan shall be made in accordance with the loan agreements executed in connection with the \$15MM Loan and the \$4MM Loan respectively. If, at any time prior to the maturity of the \$15MM Loan or the \$4MM Loan, the \$15MM Loan or the \$4MM Loan shall have zero balances owing, even if other loans secured hereby have been repaid in full, this Mortgage shall not be deemed satisfied or terminated but shall remain in full force and effect for future draws unless terminated upon other grounds.

2.1.5 Future Advances and Obligations. This Mortgage secures all future advances and obligations constituting Obligations. Pursuant to any revolving lines of credit included in the Note, the total amount of obligations and advances secured hereby may decrease or increase from time to time, but at no time shall the total principal amount of obligations and advances secured hereby, not including sums expended or incurred by Mortgagee for the reasonable protection of the security interest hereby created in the Mortgaged Property, exceed the principal amount of the Note in the aggregate. Nothing contained herein shall create or imply any agreement or commitment by Mortgagee to loan or advance any amounts in addition to the Loan evidenced by the Note; the agreement of Mortgagee to make advances is governed by the terms of the Loan Agreement and is subject to all terms, provisions and conditions of the Loan Documents.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Property. Mortgagor represents and warrants to Mortgagee as follows:

3.1.1 Fee Title. Mortgagor is the owner of good and marketable title in fee simple in and to the Real Property.

3.1.2 Defense of Title. Mortgagor shall defend title to the Property and the Improvements against all claims and demands whatsoever.

3.1.3 Exceptions to Title. With the exception of such liens, matters created or permitted pursuant to or by the Loan Documents, and encumbrances that have been approved by Mortgagee to appear as exceptions to title and/or exclusions from coverage as are identified in Section 6.7 of the Loan Agreement, if any, the Property and the Improvements are free and clear of all liens, claims, encumbrances, restrictions, encroachments and interests whatsoever in favor of any third party.

3.1.4 Lien Priority. With the exception of the encumbrances permitted by Mortgagee pursuant to Section 6.7 of the Loan Agreement, the lien created by this Mortgage upon the Property and the Improvements is a good and valid first lien, free and clear of all liens, encumbrances and exceptions.

3.1.5 Hazardous Materials. No Hazardous Materials (as hereinafter defined below) have been stored, or improperly used, disposed of, discarded, dumped, or abandoned by any Person on, in or under the Property or the Improvements in violation of any Environmental Laws. Mortgagor has complied with all applicable federal, state and local laws, rules, ordinances and regulations relating to the storage, transportation, and disposal of Hazardous Materials on, in or under the Property or the Improvements.

For purposes of the foregoing the term "Hazardous Materials" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority, the State of Idaho, the United States Government, or any other governmental or quasi- governmental body or agency.

3.2 Personalty. Mortgagor further represents and warrants to Mortgagee as follows:

3.2.1 Owner of Personalty. Mortgagor is the owner, or upon acquisition thereof, will be the owner of the Personalty.

3.2.2 No Prior Liens. The Personalty is, or upon acquisition thereof by Mortgagor, will be free and clear of all liens, claims, encumbrances, restrictions, charges, and security interests in favor of any third party except for the encumbrances permitted by Mortgagee pursuant to Section 6.7 of the Loan Agreement.

3.3 Location of Personalty. The Personalty will be located in the State of Idaho, and other than temporary (not to exceed three (3) months) uses outside that state in the ordinary course of Mortgagor's business, will not be removed from that state without the prior written consent of Mortgagee.

3.4 Mortgagor Representations. Mortgagor is and shall remain a limited liability company duly organized and validly existing under the laws of the State of Utah and is and shall remain duly qualified to transact business in the State of Idaho. Mortgagor's exact legal name is as set forth in the first paragraph of this Mortgage. Mortgagor will not voluntarily or involuntarily change its legal name, identity or legal form or the state of its incorporation or formation without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld. Mortgagor shall not modify or change the nature or type of its business without the prior written consent of Mortgagee. Execution and delivery of this Mortgage, the Note, the Loan Agreement and the other Loan Documents have been duly authorized by all necessary acts and resolutions. The Loan is not an extension of credit made primarily for personal, family or household purposes, or agricultural purposes and Mortgagor is not a farming or ranching corporation.

ARTICLE 4 MAINTENANCE OF MORTGAGED PROPERTY

4.1 Maintenance. Mortgagor shall do each of the following: (a) maintain the Mortgaged Property at all times in good condition and repair; (b) not commit any waste of the Mortgaged Property, or remove, damage, demolish, or structurally alter any of the Improvements; (c) complete

promptly and in good and workmanlike manner any Improvement on the Property; (d) except to the extent that insurance proceeds are applied by Mortgagee to the satisfaction of the Obligations in accordance with Article 5 of this Mortgage, restore promptly and in good and workmanlike manner any of the Improvements or any portion thereof, which may for any reason be damaged or destroyed; (e) comply at all times with all laws, ordinances, regulations, covenants, and restrictions in any manner affecting the Mortgaged Property; (f) not commit or permit any act upon the Mortgaged Property in violation of law; and (g) do all acts which by reason of the character or use of the Mortgaged Property may be reasonably necessary to maintain and care for the same, the specific enumeration herein not excluding the general.

ARTICLE 5 INSURANCE

5.1 Insurance. Mortgagor shall secure and maintain or cause to be maintained in force on the Mortgaged Property: (a) if construction of any improvements on the Property is commenced, builder's risk insurance; (b) if construction of any improvements on the Property is commenced, multi-peril property insurance; (c) public liability insurance; (d) worker's compensation insurance; (e) flood insurance (unless Mortgagor provides Mortgagee with evidence satisfactory to Mortgagee that no part of the Mortgaged Property is located within an area designated by the Department of Housing and Urban Development as a flood hazard area); and (f) such other insurance as may be required by the Loan Agreement or by law. All such insurance policies must cover all risks required to be covered by Mortgagee, comply with any requirements set forth in the Loan Agreement and be approved by Mortgagee as to amount, form, terms, deductibles and insurer. All such policies of insurance shall name Mortgagee as an additional insured or loss payee, as appropriate. All such insurance policies shall contain a provision that such policies will not be cancelled or amended, which term shall include any reduction in the scope or limits of coverage, without at least thirty (30) days prior written notice to Mortgagee.

5.2 Notice of Casualty. In the event of loss or damage to the Mortgaged Property, or any portion of the Mortgaged Property, Mortgagor shall immediately give notice thereof to Mortgagee.

5.3 Proceeds of Insurance. All proceeds of insurance on the Mortgaged Property, and all causes of action, claims, compensation, awards and recoveries for any damage, condemnation or taking of all or any part of the Mortgaged Property, or for any damage or injury to it or for any loss or diminution in the value of the Mortgaged Property, are hereby assigned to and shall be paid to Mortgagee, except as otherwise provided in the Loan Agreement. Mortgagee may participate in any suits or proceedings relating to any such proceeds, causes of action, claims, compensation, awards or recoveries and may join with Mortgagor in enjoining any loss covered by insurance.

5.4 Disposition of Policies on Foreclosure. In the event Mortgagee exercises the power of sale or foreclosure provisions of this Mortgage or makes any other transfer of title or assignment of the Mortgaged Property in extinguishment in whole or in part of the Obligations, all right, title and interest of Mortgagor in and to the policies of insurance required by Section 5.1 of this Mortgage shall inure to the benefit of and pass to the transferee of the interests conveyed under this Mortgage or to the purchaser at the foreclosure sale, as the case may be.

ARTICLE 6 INDEMNIFICATION AND OFF-SET

6.1 Indemnification. Mortgagor hereby indemnifies and holds Mortgagee harmless in accordance with the following:

6.1.1 General Indemnification. Mortgagor shall indemnify and hold Mortgagee harmless from any and all losses, damages, claims, causes of action, suits, debts, obligations, or liabilities which arise from or are related to, the Note, the Loan Agreement, this Mortgage, any other Loan Documents evidencing or securing the Note, or the construction, use or occupation of the Mortgaged Property, or any part thereof, or the Property, except for claims based upon Mortgagee's gross negligence or willful misconduct. If Mortgagee commences an action against Mortgagor to enforce any of the terms, covenants or conditions of this Mortgage or because of the breach by Mortgagor of any of the terms, covenants, or conditions, or for the recovery of any sum secured hereby, Mortgagor shall pay to Mortgagee reasonable attorneys' fees and costs actually incurred by Mortgagee. The right to such attorneys' fees and costs shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment. If Mortgagor or Borrower breaches any term, covenant or condition of this Mortgage, Mortgagee may employ an attorney or attorneys to protect Mortgagee's rights hereunder and in the event of such employment following any breach of Mortgagor or Borrower, Mortgagor shall pay Mortgagee reasonable attorneys' fees and costs actually incurred by Mortgagee, whether or not action is actually commenced against Mortgagor by reason of such material breach.

6.1.2 Mechanics Liens. If Mortgagee or the Property is held liable or could be held liable for, or is subject to any losses, damages, costs, charges or expenses, directly or indirectly on account of any claims for work, labor, or material furnished in connection with or arising from the construction of any building, fixture and improvements, then Mortgagor shall indemnify, defend and hold Mortgagee harmless from all liability or expense arising therefrom including reasonable attorneys' fees and costs.

6.1.3 Hazardous Materials. Mortgagor hereby agrees to indemnify, hold harmless and defend (by counsel of Mortgagee's choice) Mortgagee, its directors, officers, employees, agent, successors and assigns from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including but not limited to attorneys' fees and expenses), arising directly or indirectly, in whole or in part, out of (a) the presence on or under the Property of any Hazardous Materials, or any releases or discharges of any Hazardous Materials on, under or from the Property, or (b) any activity carried on or undertaken on or off the Property, whether prior to or during the term of the Loan, and whether by Mortgagor or any predecessor in title or any employees, agents, contractors or subcontractors of Mortgagor or any predecessor in title, or any third persons at any time occupying or present on the Property, in connection with the handling, treatment, removal, storage, decontamination, clean-up, transport or disposal of any Hazardous Materials at any time located or present on or under the Property; provided however, this indemnification shall not extend to cover any occurrences described in subparagraphs (a) and (b) above where the subject contamination,

release or activity first takes place after Mortgagee or a purchaser at foreclosure, trustee or other sale takes title to or actual possession and control of the Property or occurrences that take place as a direct result of Mortgagee's own gross negligence or willful misconduct. The foregoing indemnity shall further apply to any residual contamination on or under the Property, or affecting any natural resources, and to any contamination of any property or natural resources arising in connection with the generation, use, handling, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with applicable laws, regulations, codes and ordinances. Mortgagor hereby acknowledges and agrees that, notwithstanding any other provision of this Mortgage or any of the other Loan Documents to the contrary, the obligations of Mortgagor under this Section 6.1.3 shall be unlimited personal obligations of Mortgagor and shall survive any foreclosure under this Mortgage, any transfer in lieu thereof, and any satisfaction of the obligations of Mortgagor or Borrower in connection with the Loan. Mortgagor acknowledges that Mortgagee's appraisal of the Property is such that Mortgagee would not extend the Loan but for the personal liability undertaken by Mortgagor for the obligations under this Section 6.1.3.

6.2 Off-Set. All sums payable by Borrower or Mortgagor under the Note and this Mortgage shall be paid without notices, demand, counterclaim, set-off, deduction or defense and without abatement, suspension, deferment, diminution or reduction. The Obligations and liabilities of Mortgagor and Borrower hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (a) any damage to or destruction of, or any condemnation or similar taking of the Mortgaged Property or any part thereof; (b) any destruction or prevention of or interference with any use of the Mortgaged Property or any part thereof; (c) any title defect or encumbrance or any eviction from the Mortgaged Property or any part thereof by title paramount or otherwise; (d) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Mortgagee, or any action taken with respect to this Mortgage by any receiver of Mortgagee, or by any court, in any such proceeding; (e) any claim which Mortgagor or Borrower has or might have against Mortgagee; (f) the occurrence of an Event of Default or any default or failure on the part of Mortgagee to perform or comply with any of the terms, covenants or conditions of this Mortgage or of any other agreement with Mortgagor; or (g) any other occurrence whatsoever, whether similar or dissimilar to the foregoing.

ARTICLE 7 TAXES AND IMPOSITIONS

7.1 Payment of Taxes and Impositions. Mortgagor shall pay, prior to delinquency, all real property taxes and assessments, general and special, and all other taxes, assessments and other governmental, municipal, or other charges or impositions of any kind or nature whatsoever (including without limitation, charges and assessments on water or water stocks used on or with the Property and levies or charges resulting from covenants, conditions and restrictions affecting the Mortgaged Property) which are assessed or imposed upon the Mortgaged Property, or become due and payable, and which create, may create, or appear to create, a lien upon the Mortgaged Property or any portion of the Mortgaged Property, or upon any equipment or other facility used in the construction, operation or maintenance of the Mortgaged Property (all of which taxes, assessments and other governmental charges of like nature are referred to as the "Impositions"); provided,

however, that if, by law, any such Imposition is payable, or may at the election of the taxpayer be paid in installments, Mortgagor may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same become due and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest.

7.2 Evidence of Payment. Unless such Imposition is paid directly by Mortgagee pursuant to Section 8.3 of this Mortgage, Mortgagor shall furnish Mortgagee, within thirty (30) days after the date upon which such Imposition is due and payable by Mortgagor, official receipts of the appropriate taxing authority, or other proof satisfactory to Mortgagee, evidencing the payment thereof. Mortgagee may file with any state or local taxing authority a request to receive notice of any delinquent Impositions.

7.3 Right to Contest. Mortgagor shall have the right before any delinquency occurs to contest or object to the amount or validity of any Imposition by appropriate legal proceedings, but such contest shall not be deemed or construed in any way as relieving, modifying or extending Mortgagor's covenant to pay any such Imposition at the time and in the manner provided in Section 7.1 of this Mortgage unless Mortgagor has given prior written notice to Mortgagee of Mortgagor's intent to so contest or object to an Imposition, and unless, at Mortgagee's option, (a) Mortgagor shall demonstrate to Mortgagee's satisfaction that the legal proceedings shall conclusively operate to prevent the sale of the Mortgaged Property, or any part thereof, to satisfy such Imposition prior to final determination of such proceedings; or (b) Mortgagor shall furnish a good and sufficient undertaking and sureties as may be required or permitted by law to accomplish a stay of such proceedings.

ARTICLE 8 ADDITIONAL COVENANTS

8.1 Payment of Utilities. Mortgagor shall pay when due all utility charges incurred by Mortgagor for the benefit of the Mortgaged Property or which may become a charge or lien against the Mortgaged Property for gas, electricity, water or sewer services furnished to the Mortgaged Property and all assessments or charges of a similar nature, whether public or private, affecting the Mortgaged Property or any portion thereof, whether or not such assessments or charges are liens thereon.

8.2 Defense of Title. Mortgagor has and shall preserve good and marketable fee title to the Mortgaged Property free of all liens, claims, charges, security interests, encumbrances, easements or restrictions other than the encumbrances permitted by Mortgagee pursuant to Section 6.7 of the Loan Agreement. Except as provided otherwise in Section 7.3 of this Mortgage and with the exception of the encumbrances permitted by Mortgagee pursuant to Section 6.7 of the Loan Agreement, Mortgagor shall promptly discharge and remove any lien or security interest which has, or may have, priority over or equality with the lien and security interest created by this Mortgage. Mortgagor shall furnish to Mortgagee written notice of any litigation, default, lien, security interest or notice of default affecting the Mortgaged Property or title thereto, within ten (10) days of initial receipt of notice of such lien, security interest, litigation or default. Mortgagor shall appear in and defend any action or proceeding purporting to affect the security hereof, the Mortgaged Property,

or the rights or powers of Mortgagee. Should Mortgagee elect to appear in or defend any such action or proceeding, Mortgagor shall pay all costs and expenses, including costs of evidence of title and reasonable attorneys' fees and costs, incurred by Mortgagee. Mortgagor shall, at its cost, do, execute, acknowledge, and deliver all further deeds, conveyances, Mortgages, assignments, notices of assignments, security agreements, financing statements, transfers, acts and assurances as Mortgagee shall from time to time require, for the better perfecting, continuing, assuring, granting, conveying, assigning, transferring, and confirming unto Mortgagee the Mortgaged Property, and all rights hereby granted, conveyed or assigned or intended now or hereafter so to be, or which Mortgagor may be or may hereafter become bound to grant, convey or assign to Mortgagee, or for carrying out the intention or facilitating the performance of the terms of the Note or the other Loan Documents.

8.3 Reserves for Taxes and Insurance. In furtherance of Article 5 and Article 7 of this Mortgage and anything to the contrary herein notwithstanding, if any Event of Default shall occur and be continuing, and at Mortgagee's written request, Mortgagor shall deposit with Mortgagee in a non-interest bearing account, on the first day of each month, until the Note is paid in full, an amount equal to one-twelfth of the annual Impositions, as defined in Article 7 of this Mortgage, as reasonably estimated by Mortgagee to pay the installment of Impositions next due on the Mortgaged Property, and one-twelfth of the estimated annual aggregate insurance premiums on all policies of insurance required in Article 5 of this Mortgage. In such event, Mortgagor shall cause all bills, statements or other documents relating to the Impositions and insurance premiums to be sent to Mortgagee. Providing Mortgagor has deposited sufficient funds with Mortgagee pursuant to this Section 8.3, Mortgagee shall pay such amounts as may be due thereunder out of the funds so deposited with Mortgagee. If at any time and for any reason the funds deposited with Mortgagee are or will be insufficient to pay such amounts as may then or subsequently be due, Mortgagee shall notify Mortgagor and Mortgagor shall immediately deposit an amount equal to such deficiency with Mortgagee. Nothing contained herein shall cause Mortgagee to be deemed a trustee of such funds deposited with Mortgagee pursuant to this Section 8.3. Mortgagee shall not be obligated to pay any interest on any sums held by Mortgagee pending disbursement or application hereunder, and Mortgagee may impound or reserve for future payment of Impositions and insurance premiums such portion of such payments as Mortgagee may, in Mortgagee's absolute discretion, deem proper, applying the balance on the principal of or interest on the Obligations secured hereby. Should Mortgagor fail to deposit with Mortgagee (exclusive of that portion of the payments which has been applied by Mortgagee on the principal of or interest on the Note) sums sufficient to fully pay such Impositions and insurance premiums at least thirty (30) days before delinquency thereof, Mortgagee, at Mortgagee's election, but without any obligation to do so, may advance any amounts required to make up the deficiency, which advances, if any, shall be secured by this Mortgage and shall bear interest and be repayable to Mortgagee in the manner specified in Section 8.5 of this Mortgage.

8.4 Performance in Mortgagor's Stead. Should Mortgagor fail to make any payment or to do any act as provided in this Mortgage, then Mortgagee, but without any obligation to do so, and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereof, may: (a) make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof (Mortgagee being authorized to enter upon the Mortgaged

Property for such purposes); (b) commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee; or (c) pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be superior to the lien of this Mortgage; and in exercising any such powers, incur any liability, or expend such reasonable amounts as Mortgagee may deem necessary therefor, including costs of evidence of title, employment of attorneys, and payment of reasonable attorneys' fees and costs. All such amounts expended by Mortgagee shall, at the election of Mortgagee, be added to the principal indebtedness secured by this Mortgage and shall accrue interest in accordance with the terms of the Note. Mortgagor hereby waives and releases all claims or causes of action which may hereafter arise in favor of Mortgagor against Mortgagee by reason of any action taken by Mortgagee pursuant to any power or authority granted in this Section 8.4, except for Mortgagee's gross negligence or willful misconduct.

8.5 Repayment of Advances. Mortgagor or Borrower shall immediately repay to Mortgagee sums, with interest thereon as provided in the Note, which at any time may be paid or advanced by Mortgagee for the payment of insurance premiums, Impositions, title searches, title reports or abstracts, and any other advances made by Mortgagee which are reasonably necessary or desirable to maintain this Mortgage as a prior, valid, and subsisting lien upon the Mortgaged Property, to preserve and protect Mortgagee's interest in this Mortgage or to preserve, repair, or maintain the Mortgaged Property. All such advances shall be wholly optional on the part of Mortgagee, and Mortgagor's or Borrower's obligation to repay the same, with interest, to Mortgagee shall be secured by the lien of this Mortgage.

8.6 No Removal of Fixtures. Mortgagor shall not, during the existence of this Mortgage and without the written consent of Mortgagee, remove from the Real Property or the Improvements, any fixture, structure, or other improvement at any time affixed or constructively affixed to the Real Property or the Improvements or any portion thereof, or any Personalty, except in the ordinary course of Mortgagor's business.

8.7 Further Assurance. Mortgagor authorizes Mortgagee to file or record, as appropriate such further instruments, including without limitation Uniform Commercial Code Financing Statements and Continuation Statements, and do such further acts as may be necessary or as may be reasonably required by Mortgagee to carry out more effectively the purposes of this Mortgage and to subject to the lien, security interest and mortgage created or intended to be created hereby any property, rights, or interests covered or intended to be covered by this Mortgage. Mortgagor authorizes (to the extent such authorization is valid under applicable law) Mortgagee to file such Uniform Commercial Code Financing Statements and Continuation Statements as Mortgagee may deem necessary in order to perfect, or continue the perfection, of the security interests created by this Mortgage and to file a notice of the liens hereof with the Idaho Department of Water Resources. Mortgagor agrees not to change Mortgagor's name, location or state of organization from that set forth in Section 3.4 of this Mortgage without thirty (30) days prior written notice to Mortgagee.

8.8 Attornment. Mortgagor shall assign to Mortgagee, as additional security for Mortgagor's or Borrower's performance of the Obligations, any and all future lease agreements

entered into by Mortgagor, as landlord, which pertain to the Property or the Improvements, or any portion thereof, and all such leases shall contain a covenant on the part of the tenant thereunder, enforceable by Mortgagee, obligating such tenant upon request of Mortgagee, to attorn to and become a tenant of Mortgagee, or any purchaser through foreclosure of this Mortgage, for the unexpired term of, and subject to the terms and conditions of such future lease agreements. The assignments of lease shall be in form and content satisfactory to Mortgagee.

8.9 No Further Encumbrances. As an express condition of Mortgagee making the loan secured by this Mortgage, Mortgagor shall not further encumber, pledge, mortgage, hypothecate, place any lien, charge or claim upon, or otherwise give as security the Mortgaged Property or any interest therein nor cause or allow by operation of law the encumbrance of the Mortgaged Property or any interest therein without the written consent of Mortgagee even though such encumbrance may be junior to the encumbrance created by this Mortgage. Encumbrance of the Mortgaged Property contrary to the provisions of this Section 8.9 without the express written consent of Mortgagee, shall constitute an Event of Default and at Mortgagee's option, Mortgagee may declare the entire balance of principal and interest immediately due and payable, whether the same be created by Mortgagor or an unaffiliated third party asserting a judgment lien, mechanic's or materialmen's lien or any other type of encumbrance or title defect.

8.10 Due On Sale or Change of Control. Mortgagee has approved the Loan in material reliance upon the ownership and control of Mortgagor and the Mortgaged Property being the same as exists as of the Closing Date. It is acknowledged that any change in such ownership or control of (a) Mortgagor and/or (b) the Mortgaged Property (whether direct or indirect and regardless of the percentage interest conveyed) materially affects the financial risks anticipated by Mortgagee in extending the Loan. Accordingly, other than as set forth herein or with the prior written consent of Mortgagee, it is and shall be a default under this Mortgage, the Note and all of the Loan Documents for there to be any sale, transfer, or conveyance (collectively a "**conveyance**") of any ownership interest or beneficial interest (regardless of the percentage interest conveyed or whether such interest is held as a partner, member, shareholder, Mortgagee or otherwise) in: (i) Mortgagor or in the Mortgaged Property, or (ii) the operation, management, income, or profits of or fee title to the Mortgaged Property (whether held directly or indirectly), or (iii) any entity holding an ownership or beneficial or controlling interest in Mortgagor or in the Mortgaged Property or (iv) any entity which through one or more intermediaries holds any ownership interest or beneficial interest, or controlling interest (direct or indirect) in Mortgagor or the Mortgaged Property. "**Control**" hereunder means the ability of any Person to (1) direct the business operations or voting procedures for any entity, (2) cause the election, selection, or the appointment of entity officers or managers, (3) cause the appointment of the management managing any entity, or (4) cast a majority of the votes in any election or decision making process for any entity, or (5) do any of the foregoing for any intermediary entity holding any ownership or beneficial or majority interest (whether direct or indirect) in Mortgagor or in the Mortgaged Property.

If this Section 8.10 is breached, an immediate Event of Default (not subject to any cure period) will occur and, at the option of Mortgagee and without demand or notice, the full Principal Indebtedness of the Note and the other Obligations shall immediately become due

and payable to Mortgagee. If Mortgagee elects to accelerate payment of the Principal Indebtedness because of a default under this Section 8.10, and if the Note or any other Loan Document contains a yield maintenance provision or a prepayment fee or prepayment premium, such acceleration shall be deemed to be a "prepayment" of the Principal Indebtedness under the Loan, whether or not the accelerated Loan balance is actually paid at the time of the subject conveyance. At the time the Principal Indebtedness is accelerated by Mortgagee, any prepayment fee or prepayment premium or yield maintenance fee set forth in the Note or other Loan Document shall be immediately due and payable to Mortgagee together with the balance of the unpaid Principal Indebtedness and all unpaid-accrued interest on the Loan.

The foregoing limitations in this Section 8.10 regarding conveyances and control (collectively a "transfer") shall not apply to the following situations: (a) a transfer to which Mortgagee has given its prior written consent, (b) a transfer of Personalty due to obsolescence or ordinary wear and tear or fire or casualty and which is promptly replaced by Mortgagor with Personalty of equal or greater value, or (c) any transfer by Mortgagor leasing any portion of the Mortgaged Property to a tenant which is expressly permitted pursuant to (i) the Loan Agreement, and/or (ii) the Assignment of Leases, provided, however, Mortgagee holds a security interest in the lease and a subordination and non-disturbance agreement is granted in favor of Mortgagee on a Mortgagee approved form (unless the same is waived or not required pursuant to the Loan Agreement or the Assignment of Leases), or (d) where the transfer under applicable state or federal law governing Mortgagee and the Loan (pursuant to either statutory authority or judicial opinion) expressly prohibits the use, exercise or enforcement of said due-on-sale or change-of-control clause in the form set forth in this Section 8.10.

In the event of any conflict among the Loan Agreement or this Mortgage and any security agreement governing the Collateral for the Loan, the following conflict resolution provision shall apply: (i) if the Collateral is Personalty and does not constitute fixtures and is not part of the Mortgaged Property, such security agreement governing the Personalty shall control, unless Mortgagor and Mortgagee agree otherwise; or (ii) if the Collateral constitutes fixtures and is part of the Mortgaged Property, this Mortgage shall control, unless Mortgagor and Mortgagee agree otherwise. In any event, the Loan Agreement shall control over any conflict between this Mortgage or the security agreement governing the Collateral.

8.11 Evidence of Title. Mortgagor shall deliver to, pay for and maintain with Mortgagee until the indebtedness secured hereby is paid in full, such evidence of title as Mortgagee may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements or endorsements thereto.

8.12 Additional Collateral. If, at any time, the total value of all of the Collateral securing the Loan, based on appraisals of real property and market prices for the Pledged Shares acceptable to Mortgagee, is not sufficient to establish a ratio between the total amount of the Obligations then due and owing and the value of all of the Collateral (as such term is defined in the Loan Agreement) equal to or less than one hundred percent (100%), Mortgagor shall provide Mortgagee with such additional collateral as is necessary so that the total value of all Collateral securing Borrower's

performance of the Obligations is sufficient to establish a ratio between the total amount of the Obligations then due and owing and the value of all such Collateral of no more than one hundred percent (100%).

8.13 Authority. Consistent with the requirements of the Loan Agreement, Mortgagor shall deliver to Mortgagee a current copy of Mortgagor's organizational documents, together with all amendments, and an original "Secretary's Certificate" and "Officer's Certificate" acceptable to Mortgagee. Mortgagor shall also deliver to Mortgagee such other evidence of Mortgagor's good standing, authority and solvency as Mortgagee may request or require.

8.14 Additional Indebtedness. Except to the extent expressly permitted under the Loan Agreement, Mortgagor shall not incur any additional indebtedness without the prior written approval of Mortgagee which Mortgagee may withhold in its sole and absolute discretion.

8.14 Compliance With Laws. Mortgagor shall comply with all laws, ordinances, regulations, easement agreements, covenants, conditions, and restrictions (including laws relating to hazardous wastes and/or protection of the environment, or species of plants or animals protected by federal, state, local or other law) affecting the Mortgaged Property. Mortgagor shall not cause, permit nor suffer any violation of any of the foregoing and shall pay all response costs, fees, or charges of any kind in connection therewith and defend, indemnify, and hold harmless Mortgagee with respect thereto.

8.15 Financial Statements. Mortgagor shall keep adequate books and records of account of the Mortgaged Property and its own financial affairs sufficient to permit the preparation of financial statements therefrom in accordance with generally accepted accounting principles. Mortgagee shall have the right to examine, copy and audit Mortgagor's records and books of account at all reasonable times.

To the extent required by Mortgagee under the Loan Agreement, financial statements and other financial information satisfactory to Mortgagee to be delivered to Mortgagee at the times and in the manner provided in the Loan Agreement.

8.16 Inspections. Mortgagee, and its agents, representatives and employees, are authorized, but not obligated, to enter at any reasonable time upon the Real Property for the purpose of inspecting the same, including but not limited to, the right to inspect all books, contracts and records of Mortgagor, and for the purpose of performing any of the acts it or Mortgagor is authorized to perform under the terms of this Mortgage or any other Loan Document.

8.17 No Disposition or Merger. Mortgagor shall not enter into any merger or joint venture with any third party, or otherwise dispose of its assets other than in the ordinary course of Mortgagor's business.

8.18 No Merger. If the Mortgaged Property is under any lease or any portion thereof which constitutes a part of the Mortgaged Property shall at any time become vested in one owner, this

Mortgage and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger and, in such event, Mortgagee shall continue to have and enjoy all of the rights and privileges of Mortgagee as to the separate estates. In addition, upon the foreclosure of the lien created by this Mortgage on the Mortgaged Property pursuant to the provisions of this Mortgage, any leases or subleases then existing and created by Mortgagor shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Mortgagee or any purchaser at any such foreclosure sale shall so elect. No act by or on behalf of Mortgagee or any such purchaser shall constitute a termination of any lease or sublease unless Mortgagee or such purchaser shall give written notice thereof to such tenant or subtenant.

ARTICLE 9 CONDEMNATION AWARDS

If the Mortgaged Property or any portion thereof should be taken or damaged by reason of any public improvement or condemnation proceeding, Mortgagee shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at Mortgagee's option to commence, appear in, and prosecute in Mortgagee's own name any action or proceeding, and to make any compromise or settlement, in connection with such taking. Mortgagor shall promptly give notice to Mortgagee of any condemnation proceeding or any taking for public improvement. All such compensation, awards, damages, causes of action, proceeds, or other payments are hereby assigned to Mortgagee, which may, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit or before or after judgment), including reasonable attorneys' fees, incurred by Mortgagee in connection with such compensation, awards, damages, rights of action, proceeds, or other payments, release any and all moneys so received by Mortgagee or apply the same, or any portion thereof, on any of the Obligations (whether or not then due) secured by this Mortgage. Mortgagee shall have no obligation to apply proceeds of condemnation to restore or repair damage to the Mortgaged Property regardless of whether such taking has a significant adverse impact on the operation of the remaining portion of the Mortgaged Property. Mortgagor shall execute and deliver to Mortgagee such further assignments of such compensation, awards, damages, causes of action, proceeds, or other payments as Mortgagee may from time to time require.

ARTICLE 10 ASSIGNMENT OF LEASES, RENTS AND INCOME

10.1 Assignment. Mortgagor hereby absolutely assigns to Mortgagee all right, title and interest of Mortgagor in and to all leases now existing or hereafter entered into by Mortgagor and demising the whole or any part of the Mortgaged Property, and does hereby further assign any and all rents, subrents, room rents and other amounts received for the use of any rooms in the Mortgaged Property, including the Improvements, and any and all room rental agreements and arrangements now owned or hereafter acquired, and all proceeds from such room rents, covering the Mortgaged Property or any portion thereof, now or hereafter existing or entered into, together with issues, royalties, income, profits and security deposits of and from the Mortgaged Property. Until the occurrence of an Event of Default, Mortgagor may, under a temporary revocable license granted hereby, collect and use all such rents, subrents, room rents, issues, royalties, income, and profits which become payable prior to default. Upon the occurrence of an Event of Default, Mortgagor's

license to collect and use any of such proceeds shall immediately cease without further action by or on behalf of any party, and Mortgagee shall have the right, with or without taking possession of the Mortgaged Property, and either in person, by agent, or through a court-appointed receiver (Mortgagor hereby consents to the appointment of Mortgagee or Mortgagee's designee as such receiver), to sue for or otherwise collect all such rents, subrents, room rents, issues, royalties, income, and profits, including those past due and unpaid. Any sums so collected, after the deduction of all costs and expenses of operation and collection (regardless of the particular nature thereof and whether incurred with or without suit or before or after judgment), including reasonable attorneys' fees, shall be applied toward the payment of the Obligations. Such right of collection and use of such proceeds by Mortgagee shall obtain both before and after the foreclosure of this Mortgage. The rights granted under this Section 10.1 shall in no way be dependent upon and shall apply without regard to whether all or a portion of the Mortgaged Property is in danger of being lost, removed, or materially injured, or whether the Mortgaged Property or any other security is adequate to discharge the obligations secured by this Mortgage. Mortgagee's failure or discontinuance at any time to collect any of such proceeds shall not in any manner affect the right, power, and authority of Mortgagee thereafter to collect the same. Neither any provision contained herein, nor the Mortgagee's exercise of Mortgagee's right to collect such proceeds, shall be, or be construed to be, an affirmation by Mortgagee of any tenancy, lease, sublease, option, or other interest in the Mortgaged Property, or an assumption of liability under, or a subordination of the lien or charge of this Mortgage to, any tenancy, lease, sublease, option, or other interest in the Mortgaged Property. All tenants, lessees, sublessees and other Persons which have any obligation to make any payment to Mortgagor in connection with the Mortgaged Property or any portion thereof are hereby authorized and directed to pay the rents, subrents, room rents, issues, royalties, income, and profits payable by them with respect to the Mortgaged Property, or any part thereof, directly to Mortgagee on the demand of Mortgagee. Mortgagee's receipt of such rents, subrents, room rents, issues, royalties, income, and profits shall be a good and sufficient discharge of the obligation of the tenant, lessee, sublessee, or other Person concerned to make the payment connected with the amount so received by Mortgagee.

10.2 Application of Payments. If at any time during the term of this Mortgage, Mortgagee receives or obtains a payment, installment, or sum which is less than the entire amount then due under the Note secured by this Mortgage and under all other instruments further evidencing or securing the Obligations, then Mortgagee shall, except as provided otherwise in the Note and notwithstanding any instructions which may be given by Mortgagor or Borrower, have the right to apply such payment, installment, or sum, or any part thereof, to such of the items or obligations then due from Mortgagor or Borrower to Mortgagee as Mortgagee may in Mortgagee's sole discretion determine.

10.3 No Waiver of Rights by Collection of Proceeds. The entering upon and taking possession of the Mortgaged Property or any portion of the Mortgaged Property or the collection of rents, subrents, room rents, issues, royalties, income, profits, proceeds of fire and other insurance policies, or compensation or awards for any taking or damaging of the Mortgaged Property, or the application or release thereof as aforesaid, shall not cure or waive any Event of Default or notice of default hereunder, shall not invalidate any act done pursuant to such notice of default, and shall not

operate to postpone or suspend the obligation to make, or have the effect of altering the size of any scheduled installments provided for in any of the Obligations secured by this Mortgage unless and until the Obligations are paid in full.

10.4 Indemnification. Mortgagor shall indemnify, pay, protect, defend and hold Mortgagee harmless from and against all claims, demands, judgments, liabilities, actions, costs, and fees (including reasonable attorneys' fees) arising from or related to receipt by Mortgagee of the rents, subrents, room rents, issues, royalties, income and profit from the Mortgaged Property or any portion of the Mortgaged Property, except those liabilities arising from Mortgagee's own gross negligence and willful misconduct.

10.5 Appointment of Receiver. Upon the occurrence of an Event of Default, Mortgagee shall be entitled without notice to Mortgagor to apply at any time to a court having jurisdiction thereof for the appointment of a receiver of the Mortgaged Property or any part thereof and of all rents, incomes, profits, issues and revenues thereof, from whatever source derived; and thereupon Mortgagee hereby expressly covenants and agrees that the court may forthwith appoint such receiver with the usual powers and duties of receivers in like cases; and said appointment shall be made by the court ex parte as a matter of strict right to Mortgagee, and without reference to the adequacy or inadequacy of the value of the Mortgaged Property, or to the solvency or insolvency of Mortgagor or any party defendant to such suit. Mortgagor hereby specifically waives the right to object to the appointment of a receiver as aforesaid and hereby expressly consents that such appointment shall be made ex parte and without notice to Mortgagor as an admitted equity and as a matter of absolute right to Mortgagee. In order to maintain and preserve the Mortgaged Property and to prevent waste and impairment of its security, Mortgagee may, at its option, advance monies to the appointed receiver and all such sums advanced shall become secured Obligations and shall bear interest from the date of such advance at the delinquent rate specified in the Note or, if no delinquent rate is specified, then at the Note rate.

ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

11.1 Events of Default. Each of the following shall constitute an event of default ("Event of Default") under this Mortgage:

11.1.1 Failure to Make Payment. If Mortgagor or any other Loan Party shall fail to make any payment due and payable under the terms of the Note, this Mortgage, or any other Loan Document, and such failure is not cured within ten (10) days after the occurrence thereof.

11.1.2 Non-Monetary Default. Except as provided otherwise in Section 11.1.1 of this Mortgage, Mortgagor's or any other Loan Party's failure to observe and perform any of the terms, covenants, or conditions to be observed or performed in the Note, this Mortgage or any other Loan Document, and such default shall continue for a period of thirty (30) days after the occurrence thereof.

11.1.3 Loan Agreement. Any Event of Default occurs under any Loan Agreement.

11.1.4 False Warranty. Any material representation or warranty of Mortgagor or any other Loan Party contained in the Note, this Mortgage or any other Loan Document was materially untrue when made, and such default shall continue for a period of thirty (30) days after the occurrence thereof.

11.1.5 Bankruptcy. If a petition in bankruptcy is filed against Mortgagor or any other Loan Party, and such petition is not dismissed within sixty (60) days of filing, a petition in bankruptcy is filed by Mortgagor or any other Loan Party or a receiver or trustee of the property of Mortgagor or any other Loan Party is appointed; or if Mortgagor or any other Loan Party files a petition for reorganization under any of the provisions of the Bankruptcy Code or any law, State or Federal, or makes an assignment for the benefit of creditors or is adjudged insolvent by any State or Federal Court of competent jurisdiction.

11.1.6 Insolvency. If Mortgagor or any other Loan Party becomes insolvent, generally fails to pay its debts as they become due, or makes a general assignment for the benefit of its creditors.

11.1.7 Receiver. If a receiver, trustee, or custodian is appointed for any part of Mortgagor's or any other Loan Party's property, or any part of such property is assigned for the benefit of Mortgagor's or any other Loan Party's creditors.

11.1.8 Failure to Perform Other Obligations. A default by Mortgagor or any other Loan Party under the terms of any other promissory note, deed of trust, security agreement, undertaking or arrangement between Mortgagor and Mortgagee, or any other Loan Party and Mortgagee now existing or entered into hereafter, and such default shall continue for a period of thirty (30) days after the occurrence thereof.

11.1.9 Cross Default. If a default occurs or any event occurs or condition exists, which with the passage of time, the giving of notice, or both, would constitute a default, occurs on (a) any Indebtedness (as such term is defined in the Loan Agreement) of Mortgagor or any other Loan Party owing to Mortgagee under any note, indenture, agreement, or undertaking, (b) any Huntsman Obligations, or (c) on any Indebtedness of Mortgagor or any other Loan Party to others in an amount exceeding \$100,000.00 under any note, indenture, agreement, or undertaking, and with respect to (a) or (b), such default is not cured within thirty (30) days after the occurrence thereof, or (c) any Huntsman Obligations.

11.2 Acceleration. Upon the occurrence of an Event of Default, Mortgagee may declare the entire Principal Indebtedness under the Note then outstanding to be due and payable immediately, and, notwithstanding the stated maturity in the Note or any other term or provision of the Note, or this Mortgage to the contrary, the outstanding Principal Indebtedness under the Note and the accrued but unpaid interest thereon shall become and be immediately due and payable.

11.3 Remedies Upon Default. If Mortgagee shall have exercised the option provided in Section 11.2 of this Mortgage, Mortgagee in person or by agent may, without any obligation so to

do and without notice or demand upon Mortgagor and without releasing Mortgagor from any obligation under this Mortgage (i) make any payment or do any act which Mortgagor has failed to make or do; (ii) enter upon, take possession of, manage and operate the Mortgaged Property or any part thereof; (iii) make or enforce, or, if the same be subject to modification or cancellation, modify or cancel any leases of the Mortgaged Property or any part thereof upon such terms or conditions as Mortgagee deems proper; (iv) obtain and evict tenants, and fix or modify rents, make repairs and alterations and do any acts which Mortgagee deems proper to protect the security hereof; and (v) with or without taking possession, in its own name or in the name of Mortgagor, sue for or otherwise collect and receive rents, royalties, issues, profits, revenue, income and other benefits, including those past due and unpaid, and apply the same less costs and expenses of operation and collection, including, without limitation, reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine. Mortgagor shall assemble and make available to Mortgagee at the Real Property any of the Mortgaged Property which has been removed therefrom. The entering upon and taking possession of the Mortgaged Property, the collection of any rents, royalties, issues, profits, revenue, income or other benefits and the application thereof as aforesaid shall not cure or waive any default theretofore or thereafter occurring or affect any notice of default under this Mortgage or invalidate any act done pursuant to any such notice, and, notwithstanding continuance in possession of the Mortgaged Property, or any part thereof, by Mortgagor, Mortgagee or a receiver, and the collection, receipt and application of rents, royalties, issues, profits, revenue, income or other benefits, Mortgagee shall be entitled to exercise every right provided for in this Mortgage or by law upon or after the occurrence and during the continuance of an Event of Default. Any of the actions referred to in this Section 11.3 may be taken by Mortgagee, either in person or by agent, with or without bringing any action or proceeding, or by receiver appointed by a court, and any such action may also be taken irrespective of whether any notice of default has been given under this Mortgage and without regard to the adequacy of the security for the indebtedness hereby secured. Further, Mortgagee, at the expense of Mortgagor, either by purchase, repair or construction, may from time to time maintain and restore the Mortgaged Property or any part thereof and complete construction of the Improvements uncompleted as of the date thereof and in the course of such completion may make such changes in the contemplated Improvements as Mortgagee may reasonably deem desirable and may insure the same.

11.3.1 If Mortgagee shall have exercised the option provided in Section 11.2 of this Mortgage, Mortgagee shall be entitled, without notice and to the full extent provided by law, to the appointment by a court having jurisdiction of a receiver to take possession of and protect the Mortgaged Property or any part thereof, and operate the same and collect the rents and profits.

11.3.2 If Mortgagee shall have exercised the option provided in Section 11.2 of this Mortgage, Mortgagee may bring an action in any court of competent jurisdiction to foreclose this Mortgage or to enforce any of the covenants and agreements hereof.

11.3.3 If Mortgagee shall have exercised the option provided in Section 11.2 of this Mortgage, Mortgagee may elect to cause the Mortgaged Property or any part thereof to be sold as follows:

11.3.3.1 Mortgagee may proceed as if all of the Mortgaged Property were real property, or Mortgagee may elect to treat any of the Mortgaged Property which consists of a right in action or which is property that can be severed from the Real Property or the Improvements without causing structural damage thereto as if the same were personal property, and dispose of the same in accordance with Section 11.3.3.2 of this Mortgage, separate and apart from the sale of real property, the remainder of the Mortgaged Property being treated as real property.

11.3.3.2 Should Mortgagee elect to cause any of the Mortgaged Property to be disposed of as personal property as permitted by Section 11.3.3.1 of this Mortgage, Mortgagee may exercise in respect of the Mortgaged Property, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Idaho Uniform Commercial Code as it currently exists and as it may be amended (the "Code") (whether or not the Code applies to the affected Mortgaged Property) and also may (i) require the Mortgagor to, and the Mortgagor hereby agrees that it will, at its expense and upon request of the Mortgagee forthwith, assemble all or part of the Mortgaged Property as directed by the Mortgagee and make it available to the Mortgagee at a place to be designated by the Mortgagee which is reasonably convenient to both parties and (ii) without notice except as specified below, sell the Mortgaged Property or any part thereof in one or more parcels at public or private sale, at any of the Mortgagee's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Mortgagee may deem commercially reasonable. The Mortgagor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' notice to the Mortgagor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Mortgagee shall not be obligated to make any sale of Mortgaged Property regardless of notice of sale having been given. The Mortgagee may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

11.3.3.3 In the event of a sale or other disposition of the Mortgaged Property, or any part thereof, and the execution of a deed or other conveyance pursuant thereto, the recitals therein of facts, such as default, the giving of notice of default and notice of sale, demand that such sale should be made, postponement of sale, terms of sale, sale, purchase, payment of purchase money and other facts affecting the regularity or validity of such sale or disposition, shall be conclusive proof of the truth of such facts; and any such deed or conveyance shall be conclusive against all Persons as to such facts recited therein.

11.3.3.4 The acknowledgment of the receipt of the purchase money, contained in any deed or conveyance executed as aforesaid, shall be sufficient discharge to the grantee of all obligations to see the proper application of the consideration therefor as hereinafter provided. The purchaser at any trustee's or foreclosure sale here-under may disaffirm any easement granted or rental or lease contract or other agreement made in violation of any provision of this Mortgage and may take immediate possession of the Mortgaged Property free from, and despite the terms of, such grant of easement, rental or lease contract or other agreement.

11.3.3.5 Upon the completion of any sale or sales made by Mortgagee, under or by virtue of this Article 11, Mortgagee or any officer of any court empowered to so do, shall execute and deliver to the accepted purchaser or purchasers a good and sufficient instrument, or good and sufficient instruments, conveying, assigning and transferring all estate, right, title and interest in and to the property and rights sold. Solely for purposes of any such sale or sales, Mortgagee is hereby irrevocably appointed the true and lawful attorney-in-fact of Mortgagor in its name and stead to make all necessary conveyances, assignments, transfers and deliveries of the Mortgaged Property or any part thereof and the rights so sold and for that purpose Mortgagee may execute all necessary instruments of conveyance, assignment and transfer, and may substitute one or more Persons with like power, with Mortgagor hereby ratifying and confirming all that their said attorney or any substitute or substitutes shall lawfully do by virtue hereof. Nevertheless, Mortgagor, if so requested by Mortgagee, shall ratify and confirm any such sale or sales by executing and delivering to Mortgagee or to such purchaser or purchasers all such instruments as may be advisable in the judgment of Mortgagee, for the purpose as may be designated in such request. Any such sale or sales made under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all of the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Mortgagor in and to the properties and rights so sold, subject to any rights of redemption provided by law, and shall be a perpetual bar, both at law and in equity, against Mortgagor and any and all Persons claiming or who may claim the same or any part thereof from, through or under Mortgagor subject to any rights of redemption provided by law.

11.3.3.6 Mortgagor hereby expressly waives any right which it may have to direct the order in which any of the Mortgaged Property shall be sold in the event of any sale or sales pursuant hereto.

11.3.4 Upon any sale or sales made under or by virtue of this Article 11, Mortgagee may bid for and acquire the Mortgaged Property or any part thereof and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting upon the indebtedness or other sums secured by this Mortgage the net sales price after deducting therefrom the expenses of sale and the costs of the judicial proceedings, if any, with interest thereon at the rate of twelve percent (12%) per annum and any other sums which Mortgagee is authorized to deduct under this Mortgage.

11.3.5 Notwithstanding the appointment of any receiver, liquidator or trustee of Mortgagor, or of any of their property, or of the Mortgaged Property or any part thereof, if Mortgagee shall have exercised the option provided in Section 11.2 of this Mortgage, Mortgagee shall be entitled to retain possession and control of all property now or hereafter held under this Mortgage, including, but not limited to, the rents and profits and proceeds thereunder.

11.3.6 No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given here-under or now or hereafter existing at law or in equity or by statute. No delay or omission of Mortgagee in exercising any right or power accruing upon any Event of Default shall impair any right or power or shall be construed to be a waiver of any Event of Default or any acquiescence therein, and every power and remedy given by this Mortgage to Mortgagee may be exercised from time to time as often as may be deemed expedient. If there

exists additional security for the performance of the obligations secured hereby, the holder of the Note, at its sole option, and without limiting or affecting any of the rights or remedies here-under, may exercise any of the rights and remedies to which it may be entitled here-under either concurrently with whatever rights it may have in connection with such other security or in such order as it may determine. Nothing in this Mortgage or in the Note shall affect the obligation of Mortgagor to pay the principal of, and interest on, the Note in the manner and at the time and place therein respectively expressed.

11.3.7 Upon the occurrence of and during the continuance of any Event of Default, and if Mortgagee shall have exercised the option provided in Section 11.2 of this Mortgage, Mortgagor agrees to, upon demand by Mortgagee, vacate and surrender possession of the Mortgaged Property to Mortgagee, or to a receiver, if any, and in default thereof may be evicted by any summary action or proceeding for the recovery of possession of leased premises for non-payment of rent, however designated.

11.3.8 In the event ownership of the Mortgaged Property or any portion thereof becomes vested in a Person other than the Mortgagor herein named, Mortgagee may, without notice to the Mortgagor herein named, whether or not Mortgagee has given written consent to such change in ownership, deal with such successor or successors in interest with reference to this Mortgage and the indebtedness secured hereby, and in the same manner as with the Mortgagor herein named, without in any way vitiating, discharging or waiving Mortgagor's liability under this Mortgage, for the indebtedness hereby secured or any Event of Default.

11.3.9 In the event that there be a judicial sale under this Mortgage and if at the time of such sale Mortgagor, or its successor or assign, be occupying the Real Property and Improvements or any part thereof so sold, each and all shall immediately become the tenant of the purchaser at such sale which tenancy shall be a tenancy from day to day, terminable at the will of either tenant or landlord, at a rental per day based upon the value of the Real Property and Improvements, such rental to be due daily to the purchaser. An action of unlawful detainer shall lie if the tenant holds over after a demand in writing for possession of the Real Property and Improvements and this agreement and the trustee's deed shall constitute a lease and agreement under which any such tenant's possession arose and continued.

11.4 Rights upon Default. In making the Loan, Mortgagee has relied upon the rights available to Mortgagee under this Mortgage upon the occurrence of an Event of Default, including, but not limited to, the rights to accelerate the payment of any and all amounts secured by this Mortgage, the right to foreclose this Mortgage as a mortgage, and the right to have a receiver appointed. In any proceeding to foreclose or enforce this Mortgage, appraisal of the Mortgaged Property is hereby expressly waived or not waived at the option of Mortgagee, such option to be exercised at or prior to the time judgment or decree of foreclosure is rendered. Mortgagor, for the considerations herein expressed, does hereby expressly waive all benefit of the homestead exemption and stay laws of the State of Idaho. In addition to any other damages that might be recoverable by Mortgagee under the terms of this Mortgage, Mortgagor shall be liable for any damages incurred by Mortgagee because Mortgagee is, for any reason, denied the opportunity to exercise Mortgagee's rights upon the occurrence of an Event of Default, including, but not limited

to, such damages as are occasioned by depreciation of the Mortgaged Property, loss of use of the Mortgaged Property by Mortgagee, and all opportunity costs incurred through the loss of use of any funds as would have been received by Mortgagee through exercise of the power of sale or foreclosure, or the appointment of a receiver.

ARTICLE 12 GENERAL PROVISIONS

12.1 Notices. All notices shall be in writing and shall be deemed to have been sufficiently given or served when personally delivered, deposited in the United States mail, by registered or certified mail, or deposited with a reputable overnight mail carrier which provides delivery of such mail to be traced, addressed as follows:

Mortgagee: Zions First National Bank
Real Estate Banking Group
One South Main Street, Suite 470
Salt Lake City, Utah 84133
Attn: David H. Young

 Zions First National Bank
Salt Lake City Private Banking
One South Main Street, Tenth Floor
Salt Lake City, Utah 84133
Attn: Kim Casaday

With copies to: Callister Nebeker & McCullough
Zions Bank Building
10 East South Temple, Suite 900
Salt Lake City, Utah 84133
Attn: Lynda Cook

and

Pillsbury Winthrop Shaw Pittman LLP
50 Fremont Street
San Francisco, California 94105-2228
Attn: Thomas K. Gump

Borrower: Huntsman Springs, Inc.
500 Huntsman Way
Salt Lake City, Utah 84108
Attn: Thomas E. Muir

Jon M. Huntsman
500 Huntsman Way
Salt Lake City, Utah 84108

With copies to: Stoel Rives LLP
201 South Main Street, Suite 1100
Salt Lake City, Utah 84111
Attn: Richard H. Johnson

Mortgagor: Fillmore Farms LLC
500 Huntsman Way
Salt Lake City, Utah 84108
Attn: Thomas E. Muir

With copies to: Stoel Rives LLP
201 South Main Street, Suite 1100
Salt Lake City, Utah 84111
Attn: Richard H. Johnson

Such addresses may be changed by notice to the other party given in the same manner provided in this Section 12.1.

12.2 Severability. If any provision of this Mortgage shall be held or deemed to be or shall, in fact, be illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions contained in this Mortgage or render the same invalid, inoperative, or unenforceable to any extent whatever.

12.3 Amendments, Changes, and Modifications. This Mortgage may not be amended, changed, modified, altered, or terminated except by written agreement of Mortgagor and Mortgagee.

12.4 Governing Law. This Mortgage shall be governed exclusively by and construed in accordance with the applicable laws of the State of Utah. Notwithstanding the foregoing, the laws of the State of Idaho shall govern matters arising hereunder concerning the procedures for the exercise of remedies against the Property and enforcement of the Mortgage.

12.5 Jurisdiction of Utah Courts. Mortgagor acknowledges that by execution and delivery of this Mortgage, Mortgagor has transacted business in the State of Utah and Mortgagor hereby voluntarily submits to, consents to, and waives any defense to the jurisdiction of courts located in the State of Utah as to all matters relating to or arising from this Mortgage, with the exception of any foreclosure proceeding concerning property located in the State of Idaho.

12.6 Interpretation. Whenever the context shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The section headings

contained in this Mortgage are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any provisions hereof.

12.7 Binding Effect. This Mortgage shall be binding upon Mortgagor and Mortgagor's successors and assigns. This Mortgage shall inure to the benefit of Mortgagee, and Mortgagee's successors and assigns, and the holders of any of the Obligations secured hereby.

12.8 Waivers. Mortgagee's failure at any time or times hereafter to require strict performance by Mortgagor or Borrower of any of undertakings, agreements, or covenants contained in this Mortgage shall not waive, affect, or diminish any right of Mortgagee hereunder to demand strict compliance and performance therewith. Any waiver by Mortgagee of any Event of Default under this Mortgage shall not waive or affect any other Event of Default hereunder, whether such Event of Default is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements, or covenants of Mortgagor or Borrower under this Mortgage, shall be deemed to have been waived by Mortgagee, unless such waiver is evidenced by an instrument in writing signed by an officer of Mortgagee and directed to Mortgagor and Borrower specifying such waiver.

12.9 Heirs, Successors, Etc., Definitions. This Mortgage shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Mortgagor hereunder, if more than one party, are joint and several as between them. The term "Mortgagee" shall mean the owner and holder, including any pledgee, of the Note secured hereby. In this Mortgage, whenever the context so requires, the masculine gender includes both the feminine and neuter, and the singular number includes the plural.

12.10 Attorneys' Fees. Mortgagor agrees to reimburse Mortgagee for any reasonable attorneys' fees and costs actually incurred by Mortgagee with respect to any bankruptcy or insolvency proceeding, or other action involving Mortgagor, Borrower or any guarantor as a debtor. Mortgagor additionally agrees to pay all reasonable costs and out-of-pocket expenses, including, without limitation, (a) reasonable attorneys' fees and legal expenses, (b) transportation and storage costs, (c) advertising of sale of the Mortgaged Property, (d) sale commissions, (e) sales tax, (f) costs for improving or repairing the Mortgaged Property, and (g) costs for preservation and protection of the Mortgaged Property, incurred by Mortgagee in obtaining possession of Mortgaged Property, storage and preparation for sale, sale or other disposition, and otherwise incurred in foreclosing upon the Mortgaged Property. Any and all such costs and out-of-pocket expenses shall be payable by Mortgagor upon demand, together with interest thereon from the date of the advance until repaid, both before and after judgment, at the rate provided in the Note.

Regardless of any breach or default, Mortgagor agrees to pay all expenses, including reasonable attorneys' fees and legal expenses, incurred by Mortgagee in any bankruptcy proceedings of any type involving Mortgagor, Borrower, the Mortgaged Property, or this Mortgage, including, without limitation, expenses incurred in modifying or lifting the automatic stay, determining adequate protection, use of cash collateral, or relating to any plan of reorganization.

12.11 Request for Notice. Mortgagor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to Mortgagor at the address for Mortgagor specified in Section 12.1 of this Mortgage.

12.12 Release. In recognition of Mortgagee's right to have all its attorneys' fees and expenses incurred in connection with this Mortgage secured by the Mortgaged Property, notwithstanding payment in full of the obligations secured by the Mortgaged Property, Mortgagee shall not be required to release, reconvey, or terminate any security interest or lien in or on the Mortgaged Property unless and until Mortgagor and all guarantors have executed and delivered to Mortgagee a release with respect to all claims against Mortgagee, its officers, employees, and agents arising in connection with the Loan, in form and substance satisfactory to Mortgagee. Mortgagor acknowledges and agrees that this Mortgage secures the Loan, and no release of this Mortgage shall be given unless and until the Loan has been paid in full.

12.13 Limitation on Damages. Mortgagee and its officers, directors, employees, representatives, agents, and attorneys, shall not be liable to Mortgagor or Borrower for consequential, special, or other non-compensatory damages arising from or relating to any breach of contract, tort, or other wrong in connection with or relating to this Mortgage or the Mortgaged Property regardless of whether Mortgagee may have been advised of the possibility of such damages.

12.14 Preferential Transfers. If the incurring of any debt by Mortgagor or any other Loan Party or the payment of any money or transfer of property to Mortgagee by or on behalf of Mortgagor or any other Loan Party should for any reason subsequently be determined to be "voidable" or "avoidable" in whole or in part within the meaning of any state or federal law (collectively "voidable transfers"), including, without limitation, fraudulent conveyances or preferential transfers under the United States Bankruptcy Code or any other federal or state law, and Mortgagee is required to repay or restore any voidable transfers or the amount or any portion thereof, or upon the advice of Mortgagee's counsel is advised to do so, then, as to any such amount or property repaid or restored, including all reasonable costs, expenses, and attorneys' fees of Mortgagee related thereto, the liability of Mortgagor or any other Loan Party, and each of them, and this Mortgage, shall automatically be revived, reinstated and restored and shall exist as though the voidable transfers had never been made.

12.15 Survival. All agreements, representations, warranties and covenants made by Mortgagor shall survive the execution and delivery of this Mortgage, the filing and consummation of any bankruptcy proceedings, and shall continue in effect so long as any obligation to Mortgagee contemplated by this Mortgage is outstanding and unpaid, notwithstanding any termination of this Mortgage. All agreements, representations, warranties and covenants in this Mortgage shall run with the land, shall bind the party making the same and its heirs and successors, and shall be to the benefit of and be enforceable by each party for whom made and their respective heirs, successors and assigns.

12.16 Accommodation Mortgagor. Mortgagor is under common ownership and control with Borrower and the other Loan Parties. Huntsman directly or indirectly owns and/or controls all of these Loan Parties. Mortgagor's business and operations are inter-related with those of Borrower and the other Loan Parties. Mortgagor acknowledges and agrees that Mortgagor and its members directly benefitted from the Prior Huntsman Loans and Mortgagor and its members will continue to benefit directly and indirectly under the Loan, as restated and restructured. The Mortgaged Property is adjacent or close to the Huntsman Springs Master Planned Subdivision and continued development, maintenance and operation of the Huntsman Springs Master Planned Subdivision which is facilitated by the Loan, will directly and positively affect the value of the Mortgaged Property. Accordingly, Mortgagor further recognizes intrinsic benefits to its continuing business operations from the Loan. Mortgagor acknowledges and affirms to Mortgagee that as of the date of this Mortgage, Mortgagor is solvent and the execution of this Mortgage by Mortgagor will not render Mortgagor insolvent.

Given these relationships and the benefits Mortgagor will receive from the making of the Loan, Mortgagor acknowledges good and sufficient and equivalent consideration for execution and delivery of this Mortgage as Collateral for the Loan. Without limiting the foregoing, Mortgagor acknowledges that: (1) Mortgagee would have not made or extended the Loan if Mortgagor had not executed and delivered this Mortgage; (2) Mortgagee accepted this Mortgage as partial security for the Loan at the request of Borrower and Mortgagor and the other Loan Parties who may have also pledged Collateral or provided a guaranty in connection with the Loan; (3) Mortgagee shall have no obligation to investigate the credit standing or creditworthiness of Borrower or any of the Loan Parties, or report to Mortgagor regarding the credit standing or credit worthiness of Borrower or any of the Loan Parties; (4) Mortgagor has fully investigated the financial standing of Borrower and such Loan Parties and the adequacy of said Collateral and will continue to keep itself fully apprised of the financial standing of Borrower and such Loan Parties and the adequacy of said Collateral through the term of the Loan; and (5) Mortgagor has had the full opportunity to review the Loan Documents and related documents and consult with its own legal counsel regarding the same.

Mortgagor waives any right to require Mortgagee to: (a) proceed against Borrower or any other Loan Party or Person, including without limitation, any Loan Party who has pledged Collateral for the Loan; (b) proceed against or exhaust any security pledged to or held by Mortgagee from Borrower or by any other Loan Party who has pledged Collateral; or (c) pursue any other remedy in Mortgagee's power whatsoever. Mortgagor waives any defense arising by reason of any disability or other defense of Borrower or any Loan Party or other Person or by reason of the cessation from any cause whatsoever of the liability of Borrower or any Loan Party or other Person (including without limitation, any order of any bankruptcy court which has the effect of decreasing the amount of the Loan that Mortgagee can collect), until the Loan has been paid in full, except for the full performance of the Loan, under this Mortgage or upon the release of this instrument in accordance with the terms hereof. Mortgagor waives all rights it may now have or later acquires under any statute in derogation of the foregoing waivers. Mortgagor hereby waives any suretyship or impairment of collateral defenses.

12.17 Defined Terms. Unless otherwise defined in this Mortgage, capitalized terms used herein have the meanings given them in the Loan Agreement.

12.18 Recitals Incorporated. The Recitals to this Mortgage are incorporated into this Mortgage by this reference.

12.19 Integrated Agreement and Subsequent Amendment. The Loan Documents, the Note, and the other agreements, documents, obligations, and transactions contemplated by this Mortgage, constitute the entire agreement between Mortgagee and Mortgagor with respect to the subject matter of these agreements, and may not be altered or amended except by written agreement signed by Mortgagee and Mortgagor. In particular, but without limiting the generality of the foregoing, Mortgagor acknowledges that this Mortgage and the Loan Documents, wholly replace any and all agreements, loan documents, obligations and transactions set forth in connection with the Prior Huntsman Loans. PURSUANT TO UTAH CODE SECTION 25-5-4, MORTGAGOR IS NOTIFIED THAT THESE AGREEMENTS ARE A FINAL EXPRESSION OF THE AGREEMENTS BETWEEN MORTGAGEE AND MORTGAGOR AND THESE AGREEMENTS MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY ALLEGED ORAL AGREEMENT.

All prior and contemporaneous agreements, arrangements and understandings between the parties to this Mortgage as to the subject matter of this Mortgage, are, except as otherwise expressly provided in this Mortgage, rescinded.

***[SIGNATURE PAGE(S) AND EXHIBIT(S),
IF ANY, FOLLOW THIS PAGE]***

DATED: November 4, 2011.

MORTGAGOR

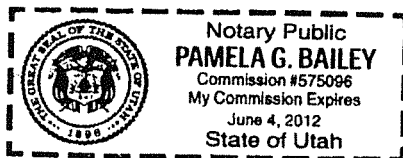
FILLMORE FARMS LLC,
a Utah limited liability company

By: _____

David H. Huntsman, Manager

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 4th day of November, 2011,
by David H. Huntsman, Manager of Fillmore Farms LLC, a Utah limited liability company.



Pamela G. Bailey
NOTARY PUBLIC

EXHIBIT A

REAL PROPERTY DESCRIPTION

The real property located in Teton County, State of Idaho, and more particularly described as follows:

[SEE ATTACHED]

EXHIBIT 'A'

LEGAL DESCRIPTION:

TRACT 1:

TOWNSHIP 5 NORTH, RANGE 46 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO
Section 18: SW $\frac{1}{4}$

TOWNSHIP 5 NORTH, RANGE 45 EAST, BOISE MERIDIAN, TETON COUNTY, IDAHO
Section 13: S $\frac{1}{2}$
Section 14: SE $\frac{1}{4}$

LESS AND EXCEPTING THEREFROM: A tract beginning at the Northwest corner of the SE $\frac{1}{4}$ of Section 14, and running thence East 22 rods (363'); thence South 40 rods (660.0'); thence West 22 rods; thence North 40 rods to the point of beginning.

ALSO LESS AND EXCEPTING THEREFROM: A tract of land being a portion of the W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 14, T5N, R45E, Boise Meridian, Teton County, Idaho; more particularly described as follows: Commencing at the South one-quarter corner of said Section 14, found as described in a Corner Perpetuation and Filing Record filed in the Office of the Clerk of Teton County, Idaho; thence along the south line of the SE $\frac{1}{4}$ of said Section 14, N89°54'40"E, 49.50 feet to the intersection with the east right-of way line of U.S. Highway 33, where is found a 1/2 inch diameter iron pipe with plastic cap inscribed "AW ENG 2680"; thence along said right-of-way line N00°08'57"W, 959.26 feet to the point of beginning, where is found a 5/8 inch diameter steel reinforcing bar with aluminum cap inscribed "P.M. JORGENSEN LS 6970"; thence continuing along said right-of-way line, N00°08'57"W, 1000.00 feet to a point, where is found a 5/8 inch diameter steel reinforcing bar with aluminum cap inscribed "SURVEYOR SCHERBELL LTD PLS 3990 BIG PINEY, WYOMING"; thence departing said right-of-way line S89°55'14"E, 450.00 feet to a point, where is found a 5/8 inch diameter steel reinforcing bar with aluminum cap inscribed "P.M. JORGENSEN LS 6970"; thence parallel with said right-of-way line S00°08'57"E, 1000.00 feet to a point, where is found a 5/8 inch diameter steel reinforcing bar with aluminum cap inscribed "P.M. JORGENSEN LS 6970"; thence N89°55'14"W, 450.00 feet to the point of beginning.

ALSO LESS AND EXCEPTING THEREFROM: That portion of Phase 1, Sweetwater Subdivision, Teton County, Idaho, as the same appears on the official plat thereof recorded December 29, 1992 as Instrument No. 111887, that lies within the above described property.

ALSO LESS AND EXCEPTING THEREFROM: That portion of Phase II, Sweetwater Subdivision, Teton County, Idaho, as the same appears on the official plat thereof recorded September 28, 1993 as Instrument No. 113900, that lies within the above described property.

ALSO LESS AND EXCEPTING THEREFROM: Rocky Flats P.U.D., Teton County, Idaho, as the same appears on the official plat thereof recorded November 14, 1990 as Instrument No. 106895.

ALSO LESS AND EXCEPTING THEREFROM: Hastings Lane County Road 250 North along the North boundary of all of the above described property.

ALSO LESS AND EXCEPTING THEREFROM: The West 49.5 feet of the SE $\frac{1}{4}$ of Section 14 for existing U.S. Highway 33 right-of-way.

SUBJECT TO easements for Teton Vista Drive and Falcon Lane as they cross the above description property, as shown on Sweetwater Phase I Plat, recorded December 29, 1992 as Instrument No. 111887.

TRACT 2:

All of Phase 1, Sweetwater Subdivision, Teton County, Idaho, as the same appears on the official plat thereof recorded December 29, 1992 as Instrument No. 111887.

LESS AND EXCEPTING THEREFROM: Lots 1, 2, 3, 4, 5 & 6

TOGETHER WITH perpetual, non-exclusive access and utility easements as follows to-wit:

A sixty foot (60.00') wide strip of land located in the NE $\frac{1}{4}$ of Section 24, Township 5 North, Range 45 East Boise Meridian, Teton County, Idaho; said being a portion of the Driggs Airport Property and more particularly described as follows:

**Beginning at a point on the southeasterly boundary of said Driggs Airport Property, from which the northeast corner of said Section 24 bears N46°37'27"E 1924.75 feet;
thence along said boundary of the Driggs Airport Property, S47°50'20"E 60.00 feet;
thence N42°09'02"W, 649.78 feet to the intersection with the northwest boundary of said Driggs Airport Property;
thence along said boundary N47°50'58"E, 60.00 feet;
thence S42°09'02"E, 649.77 feet to the Point of Beginning.**

**A triangular parcel of land located in the SE $\frac{1}{4}$ of Section 13 and NE $\frac{1}{4}$ of Section 24, Township 5 North, Range 45 East Boise Meridian, Teton County, Idaho; said parcel being a portion of the Driggs Airport Property and more particularly described as follows:
Beginning at the northernmost corner of said Driggs Airport Property, from which the southeast corner of said Section 13 bears N89°17'44"E, 995.22 feet;
thence along the northeast boundary of said Driggs Airport Property, S42°09'57"E, 75.78 feet;**

thence N89°05'51"W, 100.24 feet to the intersection with the northwest boundary of said Driggs Airport Property;
thence along said boundary, N42°07'25"E, 73.59 feet to the corner of beginning.

TRACT 3:

All of Phase II, Sweetwater Subdivision, Teton County, Idaho, as the same appears on the official plat thereof recorded September 28, 1993 as Instrument No. 113900.

TRACT 4:

All of Rocky Flats, P.U.D., Teton County, Idaho, as the same appears on the official plat thereof recorded November 14, 1990 as Instrument No. 106895.

First American Title Company

Instrument # 219539

TETON COUNTY, IDAHO
11-09-2011 16:55:02 No. of Pages: 38
Recorded for: FIRST AMERICAN TITLE - DRIGGS
MARY LOU HANSEN Fee: \$121.00
Ex-Officio Recorder Deputy, Mary Lou Hansen
Index to: MORTGAGE

WHEN RECORDED, RETURN TO:

Zions First National Bank
Real Estate Banking Group
One South Main Street, Suite 470
Salt Lake City, Utah 84133
Attn: Real Estate Banking Group Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Date: November 8, 2011

**TERM LOAN MORTGAGE,
ASSIGNMENT OF RENTS, SECURITY AGREEMENT
AND FIXTURE FILING**
(hereinafter referred to as the "Mortgage")
(First Lien)

Made by:
Fillmore Farms LLC, a Utah limited liability company
(hereinafter referred to as "Mortgagor")

For the benefit of:
Zions First National Bank, a national banking association
(hereinafter referred to as "Mortgagee")

Promissory Note Amount: \$21,420,000.00
Maturity Date of Promissory Note: October 1, 2018
Promissory Note Amount: \$15,000,000.00
Maturity Date of Promissory Note: October 1, 2013
Promissory Note Amount: \$55,000,000.00
Maturity Date of Promissory Note: October 1, 2013
Promissory Note Amount: \$4,000,000.00
Maturity Date of Promissory Note: October 1, 2013

THIS INSTRUMENT IS INTENDED ALSO TO BE A FIXTURE AND AS-EXTRACTED
COLLATERAL/MINERALS FILING AND IS TO BE INDEXED AS SUCH IN THE REAL
PROPERTY RECORDS OF TETON COUNTY.