

RECORDATION REQUESTED BY:
ZIONS FIRST NATIONAL BANK
SALT LAKE COMMERCIAL BANKING
DIVISION
1 SOUTH MAIN, SUITE 300
SALT LAKE CITY, UT 84133

DOC # 00370701

Hazardous Sub Cert/Indemnity Agree B: 0860 P: 0813
Jayrene B Nielsen Sevier County Recorder Page 1 of 13
07/15/2011 12:14:47 PM Fee \$39.00 By GUARDIAN TITLE CO



WHEN RECORDED MAIL TO:
ZIONS FIRST NATIONAL BANK
SALT LAKE COMMERCIAL BANKING
DIVISION
1 SOUTH MAIN, SUITE 300
SALT LAKE CITY, UT 84133

SEND TAX NOTICES TO:
WIND RIVER PETROLEUM;
CHRISTENSEN & LARSON
INVESTMENT COMPANY;
CHRISTENSEN & LARSON, L.L.C.,
2046 EAST MURRAY HOLLADAY ROAD
SALT LAKE CITY, UT 84117

Courtesy Recording

This document is being recorded solely as a courtesy and as an accommodation only to the parties named therein. Guardian Title Co. of Utah hereby expressly disclaims any responsibility or liability for the accuracy thereof.

POOR DOCUMENT

FOR RECORDER'S USE ONLY

HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY AGREEMENT

THIS HAZARDOUS SUBSTANCES INDEMNITY AGREEMENT, dated May 31, 2011 ("Effective Date"), is made and executed among WIND RIVER PETROLEUM; CHRISTENSEN & LARSON INVESTMENT COMPANY; CHRISTENSEN & LARSON, L.L.C.; J. CRAIG LARSON; and KEITH S. CHRISTENSEN (sometimes referred to below, whether jointly or severally, as "Borrower" and sometimes as "Indemnitor"); and ZIONS FIRST NATIONAL BANK, SALT LAKE COMMERCIAL BANKING DIVISION, 1 SOUTH MAIN, SUITE 300, SALT LAKE CITY, UT 84133 (referred to below as "Lender").

For good and valuable consideration and to induce Lender to make a loan to Borrower, each party executing this Agreement hereby represents and agrees with Lender as follows:

PROPERTY DESCRIPTION. As used in this Agreement, "Property" means the parcels of real property and improvements thereon listed on Exhibit A, singularly, collectively, and interchangeably.

REPRESENTATIONS. The following representations are made to Lender, subject to disclosures made and accepted by Lender in writing:

Hazardous Substances. Before signing this Agreement, Indemnitor researched and inquired into the present and previous uses and owners of the Property. Based on that due diligence, Borrower represents and warrants that, except as Indemnitor has disclosed to Lender in writing prior to the execution of this Agreement, there has been no use, generation, manufacture, storage, treatment, refinement, transportation, disposal, release, or threatened release of any Hazardous Substances by any person on, under, or about the Property.

No Notices. Indemnitor has received no summons, citation, directive, letter or other communication, written or oral, from any agency or department of any county or state or the U.S. Government concerning any intentional or unintentional action or omission on, under, or about the Property which has resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances into any waters, ambient air or onto any lands or where damage may have resulted to the lands, waters, fish, shellfish, wildlife, biota, air or other natural resources.

offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Sole Discretion of Lender. Whenever Lender's consent or approval is required under this Agreement, the decision as to whether or not to consent or approve shall be in the sole and exclusive discretion of Lender and Lender's decision shall be final and conclusive.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Indemnitor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than indemnitor, Lender, without notice to Indemnitor, may deal with Indemnitor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Indemnitor from the obligations of this Agreement or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Hazardous Substances Indemnity Agreement, as it may be amended or modified from time to time, together with all exhibits and schedules attached to this Hazardous Substances Indemnity Agreement from time to time.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means and includes without limitation all loans, together with all other obligations, debts and liabilities of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower, or any one or more of them; whether now or hereafter existing, voluntary or involuntary, due or not due, absolute or contingent, liquidated or unliquidated; whether Borrower may be liable individually or jointly with others; whether Borrower may be obligated as a guarantor, surety, or otherwise; whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations; and whether such indebtedness may be or hereafter may become otherwise unenforceable.

Lender. The word "Lender" means ZIONS FIRST NATIONAL BANK, its successors and assigns.

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Note. The word "Note" has the meaning defined for such term in that certain Business Loan Agreement executed by and between Lender and Borrower on or about the Effective Date.

Indemnitor. The word "Indemnitor" means individually and collectively all persons or entities occupying or utilizing the Property, whether as owner

Property. The word "Property" means all of ind

DOC # 00370701

Hazardous Sub Cert/Indemnity Agree B: 0860 P: 0819
Jayrene B Nielsen Sevier County Recorder Page 7 of 13
07/15/2011 12:14:47 PM Fee \$39.00 By GUARDIAN TITLE CO



Property as described in the "Property Description" section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

EACH PARTY ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT AND AGREES TO ITS TERMS. NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS AGREEMENT EFFECTIVE.

**ONE SIGNATURE PAGE, TWO NOTARY
ACKNOWLEDGEMENT PAGES, AND EXHIBIT "A" FOLLOW**

DOC # 00370701

Hazardous Sub Cert/Indemnity Agree B: 0660 P: 0820
Jayrene B Nielsen Sevier County Recorder Page 8 of 13
07/15/2011 12:14:47 PM Fee \$39.00 By GUARDIAN TITLE CO



EXHIBIT "A"
Legal Description of Property

Parcel 16: (Sevier County)

Beginning at the Northwest corner of Lot 2, Block 1, Plat "D", Richfield City Survey; thence South 0°05' East 208 feet along the West boundary of said Lot 2; thence North 89°55' East 229.55 feet, more or less to the East boundary of said Lot 2; thence North 0°29' West 208.1 feet along the East boundary of said Lot 2, to the Northeast corner of Lot 2; thence South 89°55' West along the North line of Block 1, a distance of 228.1 feet, more or less to beginning.

Also

Beginning on the South side of Utah Highway 89, at a point North 0°29' West 175.64 feet from the West Quarter Corner of Section 30, Township 23 South, Range 2 West, Salt Lake Base and Meridian, said point also being the Northeast corner of Block 1, Plat "D", Richfield City Survey; thence South 0°29' East 208.1 feet, along the Section line; thence North 89°55' East 232.45 feet; thence Northerly 215.16 feet, more or less to the South side of Highway at a point being North 88°10' East 232.19 feet from beginning; thence South 88°10' West 232.19 feet to beginning.

Address:
750 East 300 North
Richfield, Utah

Serial No. 1-44-3, Serial No. 4-222-15.

DOC # 00370701

Hazardous Sub Cert/Indemnity Agree B: 0660 P: 0825
Jayrene B Nielsen Sevier County Recorder Page 13 of 13
07/15/2011 12:14:47 PM Fee \$39.00 By GUARDIAN TITLE CO

