

When Recorded Return to  
Zions First National Bank  
1 South Main Street, No. 300  
Salt Lake City, Utah 84133  
Attn: Kristy Walker

Entry 2010001867  
Book 1181 Page 196

**FIRST AMENDMENT TO  
ACKNOWLEDGMENT OF CROSS-COLLATERALIZATION AND  
CROSS-DEFAULTING OF OBLIGATIONS SECURED BY DEEDS OF TRUST**

This First Amendment to Acknowledgment of Cross-Collateralization and Cross-Defaulting of Obligations Secured by Deeds of Trust ("First Amendment") is entered into effective this \_\_\_\_\_ day of November 2009, by and among ZIONS FIRST NATIONAL BANK as lender ("Lender"); WIND RIVER PETROLEUM, aka WIND RIVER PETROLEUM, INC.; CHRISTENSEN AND LARSON, L.L.C.; CHRISTENSEN AND LARSON INVESTMENT COMPANY, INC. as borrowers (jointly and severally, "Borrower"); J. CRAIG LARSON; and KEITH S. CHRISTENSEN. In the remainder of this First Amendment, "Parties" shall mean all the persons and entities identified in this paragraph collectively.

**RECITALS**

A. Whereas, Lender and Borrower entered into that certain "Acknowledgment of Cross-Collateralization and Cross-Defaulting of Obligations Secured by Deeds of Trust," effective as of January 17, 2007 ("Acknowledgement"), whereby Lender agreed to lend Borrower \$1,550,000.00 on the condition that Borrower agreed that the loan would be (a) cross-collateralized by certain trust deeds given by Borrower to secure Lender's previous loans to Borrower and (b) subject to a cross-default arrangement whereby a default under any of Lender's loans to Borrower would be deemed a default under one or all the remaining loans.

B. Whereas, Borrower has asked Lender to consolidate two of its loans into a new loan so as to better utilize Borrower's cash follow for the reduction of loan expenses. Lender has agreed to the proposed consolidation provided that, among other things, Borrower agrees that the consolidated new loan shall be subject to the Acknowledgement's cross-collateralization and cross-default provisions and that Borrower execute this First Amendment.

Now, therefore, for valuable consideration, the receipt and sufficiency of which are acknowledged, Lender and Borrower agree as follows with respect to the Acknowledgement:

1. The Recitals of the Acknowledgement are deleted in their entirety and replaced with the following Representations:

A. On or about May 17, 2002, Wind River Petroleum and Christensen & Larson Investment Company (collectively, "Loan 9001 Borrowers") executed and delivered to Lender a promissory note in the original principal amount of \$6,200,000.00 ("Loan 9001"), which was secured in part by trust deeds (collectively, "Initial Loan 9001 Trust Deeds") on certain parcels of real property located in the counties of Sanpete, Duchesne, Summit, Salt Lake and Davis, State of Utah (collectively, "Loan 9001 Pledged Property").

**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.

B. Each of the Loan 9001 Trust Deeds contains a cross-collateralization provision whereby the respective trustor(s) agree that the real property to which that trust deed pertains will secure, in addition to Loan 9001, all other indebtedness, then existing or thereafter originated, between the Loan 9001 Borrowers and Lender.

C. On or about February 25, 2002, Wind River Petroleum and Christensen & Larson Investment Company executed and delivered to Lender an unsecured promissory note in the original principal amount of \$600,000.00 ("Loan 9002").

D. On or about November 3, 2003, Loan 9002 was amended, among other respects, as follows:

1. Christensen & Larson, LLC., a Utah limited liability company, was added as a Borrower, and

2. the repayment of Loan 9002 was secured by in part by trust deeds (collectively, "Initial Loan 9002 Trust Deeds") on certain parcels of real property located in the following Utah counties: Cache, Utah, Uintah, Sanpete, Box Elder, Duchesne, Summit, Salt Lake, Sevier, and Juab; and Oneida County, Idaho.

E. Each of the Initial Loan 9002 Trust Deeds contains a cross-collateralization provision whereby the respective trustor(s) agree that the real property to which that trust deed pertains will secure, in addition to Loan 9002, all other indebtedness, then existing or thereafter originated, between the Borrower and Lender.

F. On or about October 21, 2002, Wind River Petroleum and Christensen & Larson Investment Company executed and delivered to Lender a promissory note in the original principal amount of \$1,400,000.00 ("Loan 9003") which was secured in part by the Initial Loan 9001 Trust Deeds and a trust deed on a parcel of improved real property located in Juab County, State of Utah ("Juab County Trust Deed").

G. The Juab County Trust Deed contains a cross-collateralization provision whereby the trustor agrees that the real property to which that trust deed pertains will secure, in addition to Loan 9003, all other indebtedness, then existing or thereafter originated, between the Borrower and Lender.

H. On or about November 4, 2003, Wind River Petroleum and Christensen & Larson Investment Company executed and delivered to Lender a promissory note in the original principal amount of \$10,000,000.00 ("Loan 9004"), which was secured in part by the Initial Loan 9002 Trust Deeds.

I. On or about January 17, 2007, Borrower executed and delivered to Lender a promissory note in the original principal amount of \$1,550,000.00 ("Loan 9005") which was secured in part by a junior-lien trust deed (collectively, "Loan 9005 Trust Deeds") on each of three parcels of real property located in the counties of Davis and Toole, State of Utah.

J. Each of the Loan 9005 Trust Deeds contains a cross-collateralization provision whereby the respective trustor agrees that the real property to which that

trust deed pertains will secure, in addition to Loan 9005, all other indebtedness, then existing or thereafter originated, between the Borrower and Lender.

K. Loan 9005 is further secured by an "Assignment of Tenant's Interest in Ground Lease for Security" on each of six ground leases that name Wind River Petroleum as Tenant and that pertain respectively to real property in Davis, Weber, and Salt Lake County, Utah and Bonneville County, Idaho (collectively, "Loan 9005 Assignments").

L. On or about July 18, 2007, Borrower executed and delivered to Lender a promissory note in the original principal amount of \$1,497,882.64 ("Loan 4001") which was secured in part by a leasehold deed of trust and fixture filing ("Loan 4001 Trust Deed") on a parcel of real property located in Salt Lake County, Utah.

M. The Loan 4001 Trust Deed contains a cross-collateralization provision whereby the trustor agrees that the real property to which that trust deed pertains will secure, in addition to Loan 4001, all other indebtedness, then existing or thereafter originated, between the Borrower and Lender.

N. On or about September 10, 2007, Keith S. Christensen and J. Craig Larson, collectively as "New Borrower," and Wind River Petroleum and Christensen & Larson Investment Company, collectively as "Old Borrower," executed that certain Assumption Agreement ("Assumption Agreement") whereby New Borrower assumed any and all obligations of Old Borrower under Loan 9001 and the Initial Loan 9001 Trust Deeds. By this reference, the Assumption Agreement is incorporated in and made a part of this Agreement.

O. Under the Assumption Agreement, each parcel of 9001 Pledged Property remained subject to the liens, charges, or encumbrances of the Initial Loan 9001 Trust Deeds, including the terms and conditions of this Agreement.

P. On or about August 5, 2008, Lender executed:

1. a Deed of Reconveyance whereby Lender released its security interest in real property located at 712 South State Street, Clearfield, Utah ("Clearfield Property") that was conveyed pursuant to the 9001 Trust Deed recorded as Entry No. 1755692, in Book 3049, at Page 488 in the Official Records of the Recorder of Weber County, Utah ("9001 Clearfield Property Trust Deed"); and

2. two Deeds of Partial Reconveyance whereby Lender released its security interests in the Clearfield Property that was conveyed pursuant to the 9002 Trust Deed recorded as Entry No. 1930463, in Book 3412, at Page 902 in the Official Records of the Recorder of Weber County, Utah and the 9002 Trust Deed recorded as Entry No. 1930464, in Book 3412, at Page 914 in the Official Records of the Recorder of Weber County, Utah (collectively, "9002 Clearfield Property Trust Deeds"); and

3. two Deeds of Partial Reconveyance whereby Lender released its security interests in real property located at 2603 East Parley's Way, Salt

Lake City, Utah that was conveyed pursuant to the 9002 Trust Deed recorded as Entry No. 8882456, in Book 8907, at Page 5715, and the 9002 Trust Deed recorded as Entry 8882457, in Book 8907, at Page 6728 in the Official Records of the Recorder of Weber County, Utah (collectively, the "2002 Parley's Way Trust Deeds"). In the remainder of this Agreement, "Loan 9001 Trust Deeds" means the Initial Loan 9001 Trust Deeds less the 9001 Clearfield Property Trust Deed and "Loan 9002 Trust Deeds" means the Initial Loan 9002 Trust Deeds less the 9002 Clearfield Property Trust Deeds and the 9002 Parley's Way Trust Deeds.

4. Contemporaneously with the execution of this Agreement, Lender is making a loan to Borrower in the original principal amount of \$1,650,000.00 ("Loan 9006"), which loan is intended by Lender and Borrower to be a consolidation of Borrower's outstanding obligations under Loan 9002 and Loan 9003. Loan 9006 is secured in part by the Loan 9002 Trust Deeds and in part by the Loan 9005 Assignments.

Q. This and all preceding Representations by the Parties are contractually binding and not mere recitals.

2. Paragraph 1 of the Agreement section of the Acknowledgment is deleted in its entirety and replaced with the following text:

1. Lender and Borrower acknowledge and agree that it is the express intention of Borrower that Loan 4001, Loan 9001, Loan 9004, Loan 9005, Loan 9006, and every extension of credit by Lender to Borrower after the effective date of this Agreement (each, a "Wind River Loan" and collectively, "Wind River Loans") will be collateralized and, as the case may be, cross-collateralized, by all interests in real property that Borrower pledges as collateral for any Wind River Loan. Accordingly, and by way of example only, as of the date of this Agreement, Loan 4001, Loan 9001, Loan 9004, Loan 9005, and Loan 9006 are collateralized and, as the case may be, cross-collateralized, by the Loan 4001 Trust Deed, the Loan 9001 Trust Deeds, the Loan 9002 Trust Deeds, the Juab County Trust Deed, the Loan 9005 Trust Deeds, and the Loan 9005 Assignments.

3. Paragraph 2 of the Agreement section of the Acknowledgment is deleted in its entirety and replaced with the following text:

2. Lender and Borrower further acknowledge and agree that each Wind River Loan is and shall be cross-defaulted with each and every other Wind River Loan such that Borrower's default under one Wind River Loan may be deemed by Lender to be a default under one or more other Wind River Loans.

4. Paragraph 3 of the Agreement section of the Acknowledgment is deleted in its entirety and replaced with the following text:

3. The cross-collateralization agreements herein are supported by and further memorialize the cross-collateralization provisions in the Loan 4001

Trust Deed, the Loan 9001 Trust Deeds, the Loan 9002 Trust Deeds, the Juab County Trust Deed, the Loan 9005 Trust Deeds, and the cross collateralization provisions that will appear in any trust deed related to any future Wind River Loan.

5. Paragraph 4 of the Agreement section of the Acknowledgment is deleted in its entirety and replaced with the following text:

4. Borrower covenants and agrees with Lender that Borrower shall not, without the prior written consent of Lender, sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber the real property or any interest therein secured by the Loan 4001 Trust Deed, the Loan 9001 Trust Deeds, the Loan 9002 Trust Deeds, the Juab County Trust Deed, the Loan 9005 Trust Deeds, the Loan 9005 Assignments, or the cross-collateralization provisions that appear in any trust deed related to any future Wind River Loan.

6. Paragraph 5 of the Agreement section of the Acknowledgment is deleted in its entirety and replaced with the following text:

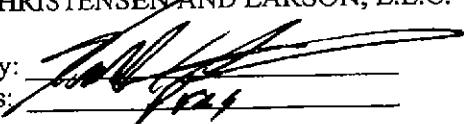
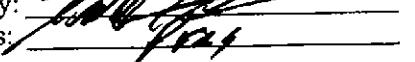
5. Lender and Borrower agree to record an original of this Agreement in the real property records for each parcel of real property secured by the Loan 4001 Trust Deed, the Loan 9001 Trust Deeds, the Loan 9002 Trust Deeds, the Juab County Trust Deed, the Loan 9005 Trust Deeds, the Loan 9005 Assignments, and any trust deed related to any future Wind River Loan.

7. Except as expressly modified by this First Amendment, all other terms and conditions of the Acknowledgment shall remain in full force and effect.

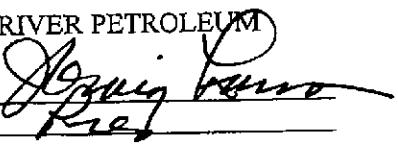
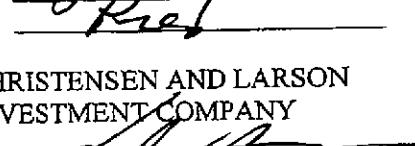
Executed this 29<sup>th</sup> day of December 2009

**BORROWER**

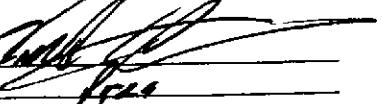
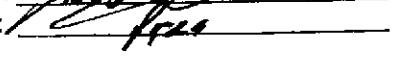
CHRISTENSEN AND LARSON, L.L.C.

By:   
Its: 

WIND RIVER PETROLEUM

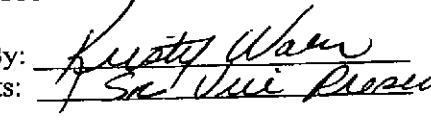
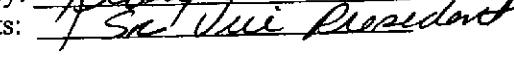
By:   
Its: 

CHRISTENSEN AND LARSON  
INVESTMENT COMPANY

By:   
Its: 

**LENDER**

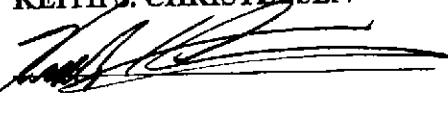
ZIONS FIRST NATIONAL BANK

By:   
Its: 

J. CRAIG LARSON



KEITH S. CHRISTENSEN

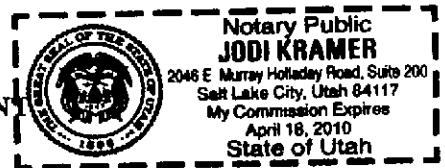


LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH )  
: ss.  
COUNTY OF Salt Lake )

On the 29<sup>th</sup> day of December, 2009, personally appeared before me Keith S. Christensen who being duly sworn, did say that he is a managing member of CHRISTENSEN AND LARSON, L.L.C., the limited liability company that executed the above and foregoing instrument, and that said instrument was signed in behalf of said limited liability company by authority, and said Keith S. Christensen acknowledged to me that said limited liability company executed the same.

Jodi Kramer  
Notary Public



LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH )  
: ss.  
COUNTY OF Salt Lake )

On the 29<sup>th</sup> day of December, 2009, personally appeared before me J. Craig Larson who being duly sworn, did say that he is a managing member of CHRISTENSEN AND LARSON, L.L.C., the limited liability company that executed the above and foregoing instrument, and that said instrument was signed in behalf of said limited liability company by authority, and said J. Craig Larson acknowledged to me that said limited liability company executed the same.

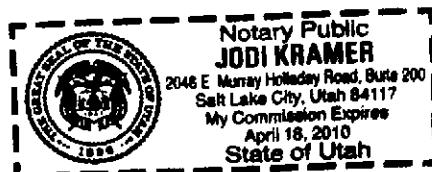
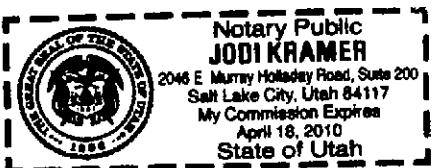
Jodi Kramer  
Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH )  
: ss.  
COUNTY OF Salt Lake )

On the 29<sup>th</sup> day of December, 2009, personally appeared before me Keith S. Christensen, who being duly sworn, did say that he is the President of CHRISTENSEN AND LARSON INVESTMENT COMPANY, the corporation that executed the above and foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Keith S. Christensen Acknowledged to me that said corporation executed the same.

Jodi Kramer  
Notary Public

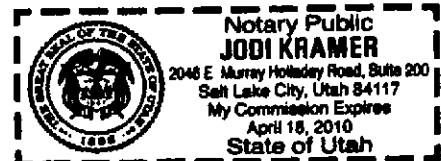


**CORPORATE ACKNOWLEDGMENT**

STATE OF UTAH )  
COUNTY OF Salt Lake )  
: ss.

On the 29th day of December, 2009, personally appeared before me J. Craig Larson, who being duly sworn, did say that he is the President of WIND RIVER PETROLEUM, the corporation that executed the above and foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said J. Craig Larson acknowledged to me that said corporation executed the same.

Jodi Kramer  
Notary Public

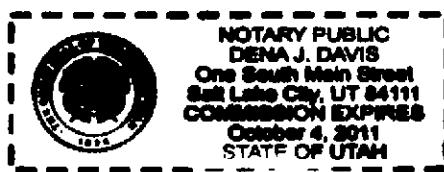


**CORPORATE ACKNOWLEDGMENT**

STATE OF UTAH )  
COUNTY OF Salt Lake )  
: ss.

On the 29th day of December, 2009, personally appeared before me Kristy Walker, who being duly sworn, did say that she is a Vice President of ZIONS FIRST NATIONAL BANK, the corporation that executed the above and foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Kristy Walker acknowledged to me that said corporation executed the same.

Dena J. Davis  
Notary Public

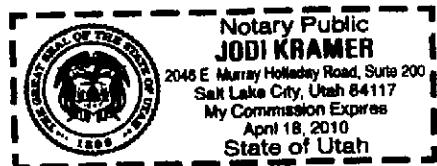


STATE OF UTAH )  
COUNTY OF Salt Lake )  
: ss.

**INDIVIDUAL ACKNOWLEDGEMENTS**

The foregoing instrument was acknowledged before me this 29th day of December 2009 by  
J. CRAIG LARSON,

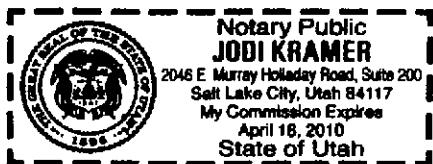
Jodi Kramer  
NOTARY PUBLIC



STATE OF UTAH )  
COUNTY OF Salt Lake )  
: ss.

The foregoing instrument was acknowledged before me this 29th day of December 2009 by  
KEITH S. CHRISTENSEN.

Jodi Kramer  
NOTARY PUBLIC



**EXHIBIT "A"**  
**Legal Description of Property**

Parcel 14: (Uintah County) 05-004-0122 SENE

Beginning at a point 50 feet North 132.75 feet East of the Southwest corner of the Southeast Quarter of the Northeast Quarter of Section 22, Township 4 South, Range 21 East, Salt Lake Base and Meridian, and running thence North 135 feet; thence East 202.25 feet; thence South 135 feet; thence West 202.25 feet to the point of beginning.

Address:

722 West Main  
Vernal, Utah

Parcel 15: (Uintah County) 05-046-0029 SESE

Beginning South 89°57'40" West 409.10 feet along the South Section line from the Southeast corner of Section 24, Township 4 South, Range 21 East, Salt Lake Base and Meridian, and North 33.00 feet to the point of beginning; thence South 89°57'40" West 185.80 feet, more or less, to the East right-of-way line of the relocated (1958) U.S. Highway 40; thence along the relocated Easterly boundary of U. S. Highway 40 on the arc of 3869.80 foot radius curve to the left 436.57 feet (chord bears North 36°47'15" East 436.34 feet) to a point which is 382.70 feet North of the South Section line of said Section; thence North 89°57'40" East 447.00 feet, more or less, to a point which is West 409.10 feet from the East line of the Section; thence South 349.70 feet to the point of beginning.

Address:

1355 East Highway 40  
Vernal, Utah

Entry 2010001867  
Book 1181 Page 196-Sub 3 \$31.00  
23-FEB-10 03:25  
RANDY SIMMONS  
RECORDER, UNTAH COUNTY, UTAH  
GUARDIAN TITLE COMPANY  
6975 UNION PARK CENTER #390 MIDVALE, UT  
Rec By: DEBRA ROOKS , DEPUTY