

When Recorded Return To:
 Zions First National Bank
 Attention Kristy Walker
 10 East South Temple, Suite 300
 Salt Lake City, Utah 84133

E 2236669 B 4201 P 474-481
 RICHARD T. MAUGHAN
 DAVIS COUNTY, UTAH RECORDER
 1/18/2007 10:15:00 AM
 FEE \$39.00 Pgs: 8
 DEP eCASH REC'D FOR TITLE WEST TITLE CO - SLC

DAVIS COUNTY TAX ID'S: 12-067-0102, 02-026-0067, 07-031-0041, 07-031-0083,

ACKNOWLEDGMENT OF CROSS-COLLATERALIZATION AND CROSS-DEFAULTING

OF OBLIGATIONS SECURED BY DEEDS OF TRUST

06-096-0179 3
 11-100-0134

This Acknowledgment of Cross-Collateralization and Cross-Defaulting of Obligations Secured by Deeds of Trust (the "Agreement") is entered into effective this 17th day of January, 2007, by and between ZIONS FIRST NATIONAL BANK ("Lender"); and WIND RIVER PETROLEUM aka WIND RIVER PETROLEUM, INC., CHRISTENSEN AND LARSON, L.L.C., CHRISTENSEN AND LARSON INVESTMENT COMPANY (collectively, the "Borrower").

RECITALS

A. On or about May 17, 2002, Wind River Petroleum and Christensen & Larson Investment Company executed and delivered to Lender a Promissory Note in the original principal amount of \$6,200,000.00 ("Loan 1"), which note was secured in part by Deeds of Trust ("First Trust Deeds") on certain parcels of real property located in the counties of; Sanpete, Duchesne, Summit, Salt Lake and Davis, State of Utah.

B. The said Deeds of Trust contain a cross-collateralization provision (a dragnet provision) indicating the borrowers' and Lender's agreement to cross-collateralize the several Deeds of Trust with the contemporaneous indebtedness as well as all other indebtedness, then existing or thereafter acquired, between the borrowers and Lender.

C. 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 2"), which note was secured in part by Deeds of Trust ("Second Trust Deeds") on certain parcels of real property located in the counties of; Sanpete, Duchesne, Summit, Salt Lake, Davis, Juab, Box Elder, Uintah, Cache, Utah and Sevier in the State of Utah, and the county of Oneida in the State of Idaho.

D. The said Deeds of Trust contain a cross-collateralization provision (a dragnet provision) indicating the borrowers' and Lender's agreement to cross-collateralize the several Deeds of Trust with Loan 2 as well as all other indebtedness, then existing (including without limitation Loan 1) or thereafter acquired, between the borrowers and Lender.

E. On or about August 22, 2006, Wind River Petroleum, Inc. and Christensen & Larson Investment Company executed and delivered to Lender a Promissory Note in the original principal amount of \$600,000.00 ("Loan 3"; Loan 1, Loan 2, and Loan 3 referred to herein collectively as the "Prior Loans"), which note was secured in part by Deeds of Trust ("Third Trust Deeds"; First Trust

Deeds, Second Trust Deeds, and Third Trust Deeds referred to herein collectively as the "Prior Trust Deeds") on certain parcels of real property located in the counties of; Sanpete, Duchesne, Summit, Salt Lake, Davis, Juab, Box Elder, Uintah, Cache, Utah and Sevier in the State of Utah, and the county of Oneida in the State of Idaho.

F. The Prior Trust Deeds contain a cross-collateralization provision (a dragnet provision) indicating the borrowers' and Lender's agreement to cross-collateralize the Prior Trust Deeds with Loan 3 as well as all other indebtedness, then existing (including without limitation Loan 1 and Loan 2) or thereafter acquired, between the borrowers and Lender.

G. Contemporaneously herewith, Lender is making a loan to Borrower in the original principal amount of \$1,550,000.00 ("New Loan"), which loan is secured in part by Deeds of Trust ("New Trust Deeds") on certain parcels of real property located in the counties of; Davis and Tooele in the State of Utah. Lender has agreed to make the New Loan on the condition that Borrower acknowledge its understanding and agreement that the Prior Trust Deeds and New Trust Deeds cross-collateralize the Prior Loans and New Loan, and that the Prior Loans and New Loan are cross-defaulted such that a default under one loan may be deemed by Lender a default under other of the loans.

Now, therefore, in consideration of the foregoing recitals, which are deemed contractual in nature and not mere recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

AGREEMENT

1. Lender and Borrower acknowledge and agree that it is the express intention of Borrower that each of the Prior Loans, the New Loan, and future loans from Lender to Borrower are and will be secured by a pool of real property collateral regardless of the time the collateral is taken. Said pool of real property collateral includes without limitation all of the Prior Trust Deeds, the New Trust Deeds, as well as any future Deeds of Trust. Therefore, the total indebtedness secured by each of the Prior Trust Deeds, the New Trust Deeds, and future Deeds of Trust shall include the Prior Loans, the New Loan, and future loans from Lender to Borrower.

2. Lender and Borrower further acknowledge and agree that each of the Prior Loans, the New Loan, and future loans from Lender to Borrower are and will be cross-defaulted, such that a default on one of the said loans may be deemed by Lender a default under other of said loans.

3. The cross-collateralization agreements herein are supported by and further memorialize the cross-collateralization provisions in the Prior Trust Deeds, the New Trust Deeds, and the cross-collateralization provisions which will appear in any future Deeds of Trust.

4. Borrower covenants and agrees with Lender that Borrower shall not, without the prior written consent of Beneficiary, sell, transfer, mortgage, assign, pledge, lease grant a security interest in, or encumber the real property or any interest therein secured by the Prior Trust Deeds, the New Trust Deeds, and any future Deeds of Trust. Borrower and Lender intend for this negative covenant to apply to all Prior Trust Deeds.

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 Prior Trust Deeds, the New Trust Deeds, and any future

Deeds of Trust is located, including without limitation that parcel(s) described in more particularity in the attached Exhibit "A".

6. Binding Effect. All agreements herein shall inure to the benefit of, and bind the respective heirs, executors, administrators, successors, and assigns of Borrower and Lender.

7. Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Utah.

8. Attorneys' Fees. In the event Lender institutes legal action against Borrower with respect to this Agreement, Lender shall be entitled to an award of reasonable attorneys' fees from Borrower. Lender shall also be entitled to collect all reasonable attorneys' fees and costs incurred with respect to any insolvency or bankruptcy action or proceeding involving Borrower.

Executed this 11 day of January, 2007.

Borrower:

By: Greg Larson
Its: Manager
CHRISTENSEN AND LARSON, L.L.C.

By:
Its:
CHRISTENSEN AND LARSON, L.L.C.

By:
Its:
CHRISTENSEN AND LARSON INVESTMENT COMPANY

By: Greg Larson
Its: President
WIND RIVER PETROLEUM

Lender:

ZIONS FIRST NATIONAL BANK

By: Kristy Wren
Its: vice President

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

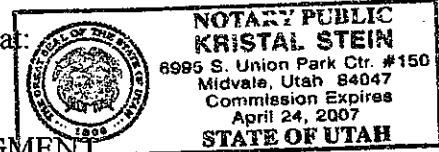
STATE OF UTAH)
COUNTY OF Salt Lake)

On the 10 day of JANUARY, 2007, personally appeared before me J. Craig Larson, who being duly sworn, did say that he/she is the 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.

Notary Public 

My Commission Expires:

Residing at:



LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

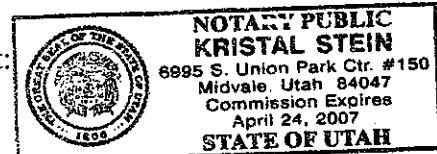
STATE OF UTAH)
COUNTY OF Salt Lake)

On the 10 day of JANUARY, 2007, personally appeared before me Keith S. Christensen, who being duly sworn, did say that he/she is the managing member of the 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.

Notary Public 

My Commission Expires:

Residing at:



CORPORATE ACKNOWLEDGMENT

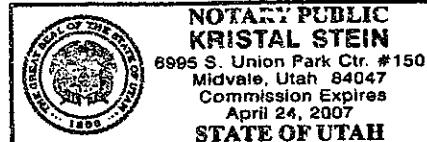
STATE OF UTAH)
COUNTY OF Salt Lake)

On the 10 day of JANUARY, 2007, personally appeared before me Keith S. Christensen, who being duly sworn, did say that he/she 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.

Notary Public 

My Commission Expires:

Residing at:



CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SALT LAKE }

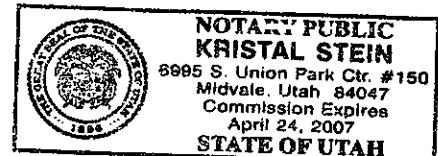
On the 10 day of JANUARY, 2007 personally appeared before me J. Craig Larson, who being duly sworn, did say that he/she is the President of WIND RIVER PETROLEUM, the corporation that executed the above and foregoing instrument, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said J. Craig Larson Acknowledged to me that said corporation executed the same.

Notary Public



My Commission Expires:

Residing at:



CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SALT LAKE }

On the 10 day of JANUARY, 2007, personally appeared before me Kristy Walker, who being duly sworn, did say that he/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.

Notary Public



My Commission Expires:

Residing at:



Davis County Exhibit "A"

Parcel 1: (12-067-0102)

Beginning at a point on the Westerly line of U.S. Highway 91, and point being South 89°47'01" East along the section line 100.00 feet (record East 100.00 feet) and South 0°09'18" West 25.60 feet (record South 25.60 feet) and South 79°13'01" East 173.40 feet (record South 79°26'00" East) to a point on the Westerly line of U.S. Highway 91 and South 36°34'01" East along said Westerly line (record South 36°47'00" East 66.00 feet from the Northwest corner of the Northeast quarter of Section 12, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running thence South 36°34'01" East along said Westerly line (record South 36°47'00" East) 140.00 feet; thence South 53°25'59" West 127.69 feet; thence North 89°50'42" West 100.00 feet; thence North 00°09'18" East 100.00 feet; thence North 53°25'59" East 148.12 feet to the point of beginning.

PARCEL 1A:

Together with and subject to a non-exclusive 24.0 foot right of way, the centerline of which is described as follows:

Beginning at a point on the South line of widened 700 South Street, Clearfield, Utah, said point being South 89°47'01" East along the section line 100.00 feet (record East 100.00 feet) and South 0°09'18" West 25.6 feet (record South 25.6 feet) and South 79°13'01" East 40.40 feet (record South 79°26'00" East) from the Northwest corner of the Northeast quarter of Section 12, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running thence South 00°09'18" West 166.00 feet, thence South 89°50'42" East 51.45 feet; thence South 00°09'18" West 100.00 feet; thence South 89°50'42" East 94.84 feet; thence North 53°26'59" East 131.90 feet to the Westerly line of U.S. Highway 91.

Also:

Beginning at a point in the Westerly line of U.S. Highway 91, Clearfield, Utah, said point being South 89°47'01" East along the section line 100.00 feet (record East 100 feet) and South 0°09'18" West 25.60 feet (record South 25.60 feet) and South 79°13'01" East 173.40 feet to the Westerly line of U.S. Highway 91 and South 36°34'1" East along the Westerly line of U.S. Highway 91, 66.00 feet, and running thence South 53°25'59" West 148.12 feet.

Address:

712 South State Street
Clearfield, Utah 84105

Parcel 2 (02-026-0067)

A part of the Southwest Quarter of Section 7, Township 2 North, Range 1 East, Salt Lake Base and Meridian, County of Davis, State of Utah, more particularly described as follows: Beginning at a point on the East line of the Utah Department of Transportation Right of Way, said point being North 00°05'33" West 2414.21 feet along the Section line and North 89°54'27" East 824.21 feet along the Section line and South 0°05'58" East 2.50 feet from the Southwest Corner of said Southwest Quarter of Section 7; and running thence Southerly along said Right of Way line the next two (2) courses: 1) South 00°05'58" East 48.82 feet; 2) along the arc of a curve to the right through a central angle of 07°25'13" an arc distance of 111.19 feet and a radius of 858.51 feet (chord bears South 03°36'39" West 111.11 feet); thence departing said East line and running South 77°26'24" East 257.76 feet to the West line of Marketplace Drive; thence North 00°06'15" West 181.18 feet along said West line to the South line of property conveyed to Centerville City by that certain Special Warranty Deed, recorded August 15, 1995, as Entry No. 1194112,

in Book 1905, at Page 297; thence along said South line to the following two courses: North 45°06'06" West 49.50 feet; and South 89°54'02" West 209.29 feet to the East line of the Interstate 15 Frontage Road and the point of beginning.

Excepting there from all oil, gas, minerals, and ores situated in, upon, or under the above described tract of land, together with all rights in connection with or relative to the exploration, mining, removal or sale of the same.

Parcel 2A

Cross Easement Agreement, dated April 22, 1999, and recorded May 10, 1999, as Entry No. 1512377, in Book 2496, at Page 1397, described as follows: Beginning at the Northwest Corner of Lot 11, Centerville Marketplace Subdivision, a subdivision being a part of the Southwest Quarter of Section 7, Township 2 North, Range 1 East, Salt Lake Base and Meridian, and as filed in Book 1837 of Plats, at Page 32, of Davis County Records, State of Utah, said point being on the arc of a 858.51 foot radius curve to the left the radius point of which bears North 82°40'43" West; thence Northerly along the arc of said curve 46.67 feet through a central angle of 3°06'52"; thence South 46°48'01" East 84.04 feet; thence South 77°26'24" East 69.47 feet; thence South 12°33'36" West 46.97 feet; thence North 77°38'13" West 57.20 feet to the point of an 85.00 foot radius curve to the right, the radius point of which bears North 12°21'47" East; thence Northerly along the arc of said curve 52.37 feet through a central angle of 35°17'58"; thence North 42°20'15" West 27.23 feet to the point of a 30.00 foot radius curve to the left, the radius point of which bears South 47°39'45" West; thence Northwesterly along the arc of said curve 7.75 feet through a central angle of 14°47'59" to a point on an 858.51 foot radius curve to the left the radius point of which bears North 82°04'42" West, said point also being on the West line of said Lot 11; thence Northerly along the arc of said curve 8.99 feet through a central angle of 0°36'01" to the point of beginning.

Address:

382 North Frontage Road
Centerville, Utah

Parcel 3: (07-031-0041 and 07-031-0083)

Beginning at a point on the East right-of-way line of 100 East Street, said point being South 0° 17' 15" West 277.56 feet and South 89° 42' 45" East 49.50 feet from a monument at State Street and 100 East Street in Farmington, Utah, said point also being North 267.00 feet from the Southwest corner of Lot 3, Block 1, Plat "A", Farmington Townsite Survey in the City of Farmington; and running thence South 89° 42' 45" East 141.78 feet to the Westerly right-of-way line of Utah State Highway 91 Alternate; thence along said right-of-way North 39° 26' 43" West 221.81 feet to the East right-of-way line of 100 East Street; thence along said right-of-way South 0° 17' 15" West 170.58 feet to the point of beginning.

Parcel 3A

Beginning at a point on the East right-of-way line of 100 East Street, said point being South 0° 17' 15" West 277.56 feet and South 89° 42' 45" East 49.50 feet from a monument at State Street and 100 East Street in Farmington, Utah, said point also being North 267.00 feet from the Southwest corner of Lot 3, Block 1, Plat "A", Farmington Townsite Survey, in the City of Farmington; and running thence North 89° 42' 45" West 16.0 feet; thence North 0° 17' 15" East 50.0 feet; thence North 29° 42' 45" West 50.0 feet; thence North 0° 17' 15" East 93.0 feet to a point on a non-radical curve to the right, chord bearing is North 77° 37' 24" East, chord distance 24.1237 feet, radius is 19.0 feet, delta 78° 48' 55"; thence along arc of said curve 26.1362 feet; thence South 39° 26' 43" East 27.32 feet; thence South 0° 17' 15" West 170.58 feet to the point of beginning.

Address: 35 South 100 East

Farmington, Utah 84025

Parcel 4: (06-095-0179)

A parcel of land situate in Lot 4, Davis County Survey, in the Northwest Quarter of the Southeast Quarter of Section 36, Township 2 North, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the Westerly right-of-way line of the old Bamberger Railroad and the Northerly right-of-way line of a North Salt Lake street at a point 1320.00 feet North 0°09' West along the Quarter Section line, 203.01 feet North 89°56' East, 123.0 feet South 0°40' West, 554.19 feet North 89°40' East and 28.07 feet North 26°44' East from the South Quarter Corner of said Section 36, which point of beginning is also 833.00 feet South 89°22' West, 701.79 feet South, 213.69 feet North 89°40' East and 28.07 feet North 26°44' East from the monument marking the centerline intersection of 2600 South Street and U.S. Highway 89; thence North 89°40' East 20.00 feet to a point of tangency with a 180-foot radius curve to the right; thence Easterly 51.63 feet along the arc of said curve to the Easterly right-of-way line of said railroad; thence North 26°44' East 359.03 feet along said Easterly right-of-way line; thence North 63°16' West 66.50 feet to the Westerly right-of-way line of said railroad; thence South 26°44' West 384.75 feet along said Westerly right-of-way line to the point of beginning.

Parcel 4A:

Commencing at the intersection of the West side of No. 1, Davis County Road Survey, and the South side of Lot 4 in Section 36, Township 2 North, Range 1 West, Salt Lake Base and Meridian, Local Survey, 1200 feet North 0°09' West and North 89°40' East 1000 feet, more or less, from the Southwest corner of the Southeast Quarter of Section 36, Township 2 North, Range 1 West, Salt Lake Base and Meridian, Local Survey, and running thence Northeasterly along the West side of said highway 729 feet, more or less, to the South side of another certain street, running East and West; thence West along the South side of said last mentioned street, 117 feet, more or less, to the East line of the right-of-way of the now Bamberger Electric Railroad Company; thence Southerly along the east line of said right-of-way 729 feet, more or less, to the South line of said Lot 4; thence East along the South line of said Lot 4, 34 feet, more or less, to the point of commencement.

Address: 1065 North Highway 89
North Salt Lake, Utah 84054

Parcel 5: (11-100-0134)

All of Lots 1 and 2 and the South 76.5 feet of Lots 7 and 8, Block 4, Plat "B", Kaysville Townsite Survey, being more particularly described as follows:

Beginning at a set rebar with cap at the Southeast corner of said Lot 1, Block 4, Plat "B", Kaysville Townsite Survey, said point of beginning being North 89°07'37" West along the monument line 33.00 feet and North 1°01'11" East, parallel with the 300 West Street monument line extended, 49.50 feet from the survey monument at the intersection of 200 North Street and 300 West Street; thence North 89°07'37" West 257.66 feet (measured; record = 257.4 feet) to a set rebar with cap at the Southwest corner of said Lot 2; thence North 1°01'11" East 340.50 feet to a set rebar with cap at a point that is North 1°01'11" East 76.50 feet from the Southwest corner of said Lot 7; thence South 89°07'37" East 257.66 feet (measured; record = 257.4 feet) to a set rebar with cap at a point that is North 1°01'11" East 76.50 feet from the Southeast corner of said Lot 8; thence South 1°01'11" West 340.50 feet to the point of beginning.