

E 2607164 B 5315 P 97-105
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
7/14/2011 10:48:00 AM

FEE \$34.00 Pgs: 9

DEP eCASH REC'D FOR GUARDIAN TITLE COMPA

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

02-026-0067; 07-031-0041

07-031-0083; 06-095-0179

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.

**FOURTH AMENDMENT TO
ACKNOWLEDGMENT OF CROSS-COLLATERALIZATION
AND CROSS-DEFAULTING OF OBLIGATIONS**

11-100-0134

This Fourth Amendment to Acknowledgment of Cross-Collateralization and Cross-Defaulting of Obligations ("Fourth Amendment") is entered into effective this 3/ day of May 2011 ("Effective Date"), 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 Fourth Amendment, "Parties" shall mean all the persons and entities identified in this paragraph collectively and any capitalized term not defined herein shall have the meaning given it in the Third Amendment.

PARTIES' REPRESENTATIONS

A. Lender and Borrower executed that certain "Acknowledgment of Cross-Collateralization and Cross-Defaulting of Obligations Secured by Deeds of Trust" ("Acknowledgement") effective as of January 17, 2007 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. On or about December 22, 2009, Lender, Borrower, J. Craig Larson, and Keith S. Christensen executed that certain First Amendment to Acknowledgment of Cross-Collateralization and Cross-Defaulting of Obligations Secured by Deeds of Trust ("First Amendment") in connection with a contemporaneous extension of credit by Lender to Borrower.

C. On or about July 30, 2010, Lender, Borrower, J. Craig Larson, and Keith S. Christensen executed that certain Second Amendment to Acknowledgment of Cross-Collateralization and Cross-Defaulting of Obligations Secured by Deeds of Trust ("Second Amendment") in connection with a contemporaneous extension of credit by Lender to Borrower.

D. On or about February 28, 2011, Lender, Borrower, J. Craig Larson, and Keith S. Christensen executed that certain Third Amendment to Acknowledgment of Cross-Collateralization and Cross-Defaulting of Obligations Secured by Deeds of Trust ("Third Amendment") in connection with a contemporaneous extension of credit by Lender to Borrower. In the remainder of this Fourth Amendment, the Acknowledgement, as modified by the First Amendment, the Second Amendment, and the Third Amendment shall be referred to as the

“Acknowledgement.”

E. The Parties agree that it is in their mutual best interests to restructure the credit relationship between them by, among other things, consolidating, modifying, or increasing the maximum committed amount of one or more of the Wind River Loans (as defined below) and to further amend the Acknowledgement as set forth below to reflect the terms of that restructuring.

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. 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:

a. Loan 4001, Loan 9001, Loan 9004, Loan 9005, Loan 9006, the 2010 NRC, and each extension of credit by Lender to Borrower made prior to, as of, or after the effective date of this Agreement, as each may be modified in amount, term, form (e.g., term loan or line of credit), loan number designation, or otherwise or result from the consolidation of two or more other extensions of credit (each, a “Wind River Loan” and collectively, “Wind River Loans”) and

b. Borrower’s LOC Obligation

shall be collateralized and, as the case may be, cross-collateralized, by

(i). each and every interest in real property that is granted, pledged, assigned, or otherwise transferred as collateral for any Wind River Loan. Accordingly, and by way of example and not limitation, Loan 4001, Loan 9001, Loan 9004, Loan 9005, Loan 9006, and the 2010 NRC 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, the Loan 9005 Assignments, and the 2010 NRC Trust Deeds; and

(ii). each and every interest in non-real property that is granted, pledged, assigned, or otherwise transferred as collateral for any Wind River Loan pursuant to any security agreement executed or any financing statement filed or recorded in connection with any one or more of the Wind River Loans; and

c. the collateralization and cross-collateralization established under this Paragraph 1 shall be unaffected by, and shall remain in full force and effect notwithstanding, the termination for any reason (including payment as agreed or consolidation) of the Wind River Loan in connection with which any interest identified in subparagraph (i) or (ii)

above was originally granted, pledged, assigned, or otherwise transferred.

2. 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 remain cross-defaulted with each and every other Wind River Loan and Borrower's LOC Obligation such that Borrower's default under any Wind River Loan or a default in Borrower's LOC Obligation may be deemed by Lender to be a default under, as the case may be, one or more other Wind River Loans or a default in Borrower's LOC Obligation.

3. 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 that Lender may record an original of this Agreement and/or any Amendment to 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, the 2010 NRC Trust Deeds, or any other instrument granting, pledging, assigning, or otherwise transferring an interest in real property as security for performance under or repayment of any future Wind River Loan.

4. Except as expressly modified by this Fourth Amendment, all others terms and conditions of the Acknowledgment shall remain in full force and effect.

**THE REMAINDER OF THIS PAGE IS BLANK;
THREE SIGNATURE AND NOTARIZATION PAGES FOLLOW.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

BORROWER

CHRISTENSEN AND LARSON, L.L.C.

By: [Signature]
Its: [Signature]

WIND RIVER PETROLEUM

By: [Signature]
Its: [Signature]

CHRISTENSEN AND LARSON
INVESTMENT COMPANY

By: [Signature]
Its: [Signature]

LENDER

ZIONS FIRST NATIONAL BANK

By: [Signature]
Its: SR Vice President
Kristy Warner
SR Vice President
J. CRAIG LARSON

KEITH S. CHRISTENSEN

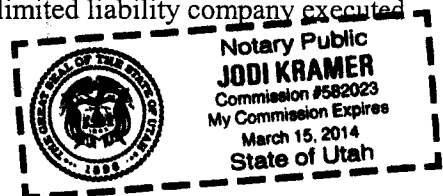
[Signature]

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH)
SS:
COUNTY OF Salt Lake

On the 31st day of May, 2011, 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.

[Signature]
Notary Public



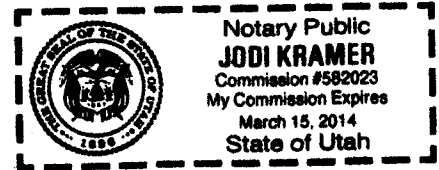
LIMITED ABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH)
SS:
COUNTY OF Salt Lake

On the 31st day of May, 2011, 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

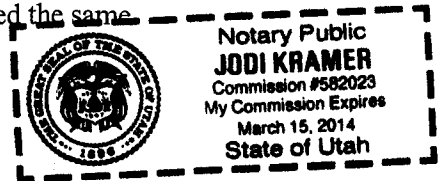


CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF Salt Lake SS:

On the 31st day of May, 2011, 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

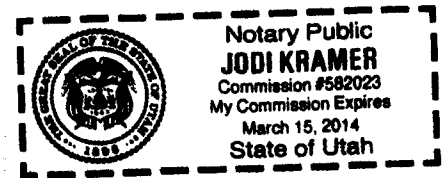


CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF Salt Lake SS:

On the 31st day of May, 2011, 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

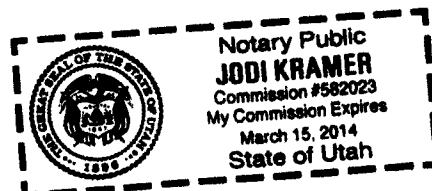


CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF Salt Lake SS:

On the 31st day of May, 2011, personally appeared before me Kristy Walker, who being duly sworn, did say that she is a Senior 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.

Jodi Kramer
Notary Public

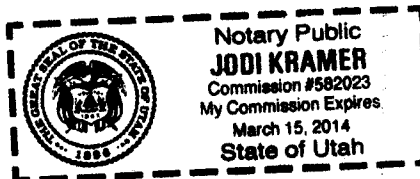


STATE OF UTAH)
COUNTY OF Salt Lake SS:

INDIVIDUAL ACKNOWLEDGEMENTS

The foregoing instrument was acknowledged before me this 31st day of May 2011 by J. CRAIG LARSON.

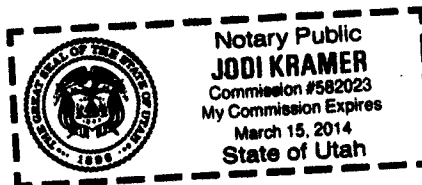
Jodi Kramer
NOTARY PUBLIC



STATE OF UTAH)
COUNTY OF Salt Lake SS:

The foregoing instrument was acknowledged before me this 31st day of May 2011 by KEITH S. CHRISTENSEN.

Jodi Kramer
NOTARY PUBLIC



Davis County Exhibit "A"

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 $89^{\circ}07'37''$ West along the monument line 33.00 feet and North $1^{\circ}01'11''$ 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 $89^{\circ}07'37''$ 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 $1^{\circ}01'11''$ East 340.50 feet to a set rebar with cap at a point that is North $1^{\circ}01'11''$ East 76.50 feet from the Southwest corner of said Lot 7; thence South $89^{\circ}07'37''$ East 257.66 feet (measured; record = 257.4 feet) to a set rebar with cap at a point that is North $1^{\circ}01'11''$ East 76.50 feet from the Southeast corner of said Lot 8; thence South $1^{\circ}01'11''$ West 340.50 feet to the point of beginning.

Address: 280 West 200 North
Kaysville, Utah 84037