

WHEN RECORDED, RETURN TO:

Dan W. Egan  
Ballard Spahr LLP  
201 South Main Street, Suite 800  
Salt Lake City, UT 84111-2221

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is made and entered into this 17 day of February, 2016, by and between U.S. BANK NATIONAL ASSOCIATION ("Bank"), QUARRY VILLAGE OWNERS, LLC, a Utah limited liability company ("Landlord"), and WIND RIVER PETROLEUM, a Utah corporation ("Tenant").

RECITALS:

A. Landlord and Tenant entered into a Lease Agreement dated Feb 17, 2016 (the "Lease"), wherein Landlord agreed to lease to Tenant and Tenant agreed to rent from Landlord a certain building constructed on real property owned by Landlord located in Davis County, Utah (the "Premises"). The real property is legally described on Exhibit "A" attached to and incorporated by reference in this Agreement.

B. As security for the performance by Landlord of certain obligations owing to Bank, including, without limitation, the obligations created under the terms of that certain Term Loan Promissory Note, dated Feb 17, 2016, and all the instruments and documents relating thereto (collectively the "Indebtedness"), Landlord has granted to Bank a security interest in the Premises and the Lease.

C. As a condition to granting the Indebtedness to Landlord, Bank requires that Tenant, among other things, execute this Agreement.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank, Landlord and Tenant agree as follows:

1. Acknowledgment of Tenant Rights Under the Lease. Each of Landlord and Tenant hereby acknowledge that Tenant is the original tenant under the Lease. Moreover, Landlord and Tenant acknowledge that Tenant is entitled to all of the rights, benefits, privileges and responsibilities as the tenant under the Lease.

2. Subordination. Tenant hereby subordinates the leasehold estate created by the Lease to the lien and encumbrance of the Term Loan Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, executed by Landlord, as trustor, in favor of Bank, as beneficiary, recorded as Entry No. 2921304 in the official records of Davis County, Utah as the same may be amended, supplemented, modified, renewed or replaced after the date of this Agreement (the "Deed of

TAX ID: 02-026-0067

Trust"). The Deed of Trust encumbers the Premises for the benefit of Bank as security for the Indebtedness.

3. Non-Disturbance. In the event of any foreclosure of the Deed of Trust or any conveyance in lieu of foreclosure, provided Tenant is not then in default beyond any grace period under the Lease and that the Lease is then in full force and effect, Bank shall not terminate the Lease, join Tenant in foreclosure proceedings, or disturb Tenant's possession of the Premises, and the Lease shall continue in full force and effect as a direct lease between Tenant and Bank.

4. Attornment by Tenant. If, at any time during the term of the Lease, Landlord's interest in the Premises shall be foreclosed, Tenant agrees, at the election and upon the demand of any owner of the Premises, including, without limitation, the holder or beneficiary of any mortgage or trust deed affecting the Lease, to attorn to any such owner, mortgagee, beneficiary or holder (collectively the "Purchaser") and recognize such Purchaser as landlord upon the terms and conditions set forth in the Lease for the remainder of the Lease term. The foregoing shall inure to the benefit of any Purchaser; and shall be self-operative upon any such demand without requiring any further instrument to give effect to these provisions. Tenant, however, upon demand of any Purchaser, agrees to execute, from time to time, an instrument in confirmation of the foregoing provisions, satisfactory to Tenant and to any such owner, mortgagee, beneficiary or holder, in which Tenant shall acknowledge such attornment and shall set forth the terms and conditions of its tenancy, which shall be the same as those set forth in the Lease and shall apply to the remainder of the Lease term.

5. Agreement to Pay Rent to Bank. Upon notice from Bank of a default by Landlord of the Indebtedness, Tenant will pay all rental payments, charges, assessments and other amounts due under the Lease directly to Bank when such payments are due and at such place as Bank may direct. Tenant agrees that it will not assert against Bank any setoff, defense, or counterclaim which Tenant may claim against Landlord under the Lease, except to the extent Bank has received the benefit of the act of Tenant giving rise to a right of setoff or a defense or counterclaim (such as a repair made by Tenant which was the obligation of Landlord under the Lease), and such right of setoff is available to Tenant under the terms of the Lease. Notwithstanding Bank's exercise of the foregoing rights to receive payments from Tenant, Bank shall not be responsible for Landlord's duties and obligations under the Lease, unless Bank or any successor to Bank's interest in the Premises acquires title to the land upon which the Premises are located and elects, pursuant to paragraph 8 below, to have Tenant attorn to Bank or such other new owner of the Premises.

6. Termination of Lease. Tenant and Landlord agree that neither shall seek to terminate the Lease by reason of any act or omission of the other until written notice is given to Bank, by registered or certified mail, return receipt requested, setting forth the grounds, upon which such termination is sought. Such notice shall be given to Bank at 1514 Park Avenue, P.O. Box 680277, Park City, Utah 84068, to the attention of Isaac Allen, at least 30 days before the effective date of any termination. During such 30-day period, Bank shall have the right, but not the obligation, to remedy or cure such default.

7. Environmental Indemnification. In addition to, and without limiting the scope of, any other indemnities provided under the Lease, Tenant shall indemnify, defend (with counsel reasonably acceptable to Bank) and hold harmless Bank from and against any and all demands, losses, costs, expenses, damages, bodily injury, wrongful death, property damage, claims, cross-claims, charges, action, lawsuits, liabilities, obligations, penalties, investigation costs, removal costs, response costs, remediation costs, natural resources damages, governmental administrative actions and reasonable attorneys' and consultants' fees and expenses, directly or indirectly, in whole or in part, arising out of or relating to (i) the release of Hazardous Materials by Tenant or the Tenant Related Parties after the Rent Commencement

Date (as all such terms are defined in the Lease), during any such time as Tenant operated the Improvements on the Property, and during such earlier time as Tenant was the fee owner of the Property (the "Indemnification Period"), (ii) the violation of any Hazardous Materials laws by Tenant or the Tenant Related Parties during the Indemnification Period, or (iii) the use, storage, generation or disposal of Hazardous Materials in, on, about or from the Property by Tenant, or the Tenant Related Parties during the Indemnification Period (the items listed in clauses (i) through and including (iii) being referred to herein individually as a "Tenant Release" and collectively as the "Tenant Releases").

8. Release of Hazardous Materials. If Tenant discovers that any spill, leak or release of any quantity of any Hazardous Materials has occurred on, in or under the Property, in violation of applicable law or that may give rise to liability under applicable law, Tenant shall promptly notify all appropriate governmental agencies, Landlord and Bank. In the event such release is a Tenant Release, Tenant shall (or shall cause others to) promptly and fully investigate, cleanup, remediate and remove all such Hazardous Materials as may remain and so much of any portion of the environment as shall have become contaminated, all in accordance with applicable government requirements, and shall replace any removed portion of the environment (such as soil) with uncontaminated material of the same character as existed prior to contamination. With twenty (20) days after any such Tenant Release, Tenant shall give Landlord and Bank a detailed written description of the event and of Tenant's investigation and remediation efforts to date. Within twenty (20) days after receipt, Tenant shall provide Landlord and Bank with a copy of any report or analytical results relating to any such Tenant Release.

9. Additional Certificates. Throughout the term of the Lease, Tenant shall, from time to time within ten (10) days' notice from Bank, execute and deliver to Bank, without charge, such written statements and instruments certifying to Bank the status of the Lease, that it is unmodified (or if the Lease has been modified describing such modification), that the Lease is in full force and effect, the remaining term of the Lease, and specifying the dates to which the rental and other payments under the Lease have been paid.

10. General Provisions.

(a) This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be amended only in writing executed by all the parties. This Agreement may be executed in several counterparts, which when taken together shall constitute one and the same Agreement.

(b) Except as otherwise provided in this Agreement, whenever Bank, Landlord or Tenant desire to give or serve any notice, demand, request or other communication with respect to this Agreement, each such notice shall be in writing and shall be effective only if the notice is delivered by personal service, by nationally-recognized overnight courier, by facsimile, or by mail, postage prepaid, addressed as follows:

If to Bank, to:	U.S. Bank National Association 1514 Park Avenue P.O. Box 680277 Park City, Utah 84068 Attn: Isaac Allen Facsimile No. (435) 647-3735
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If to Landlord, to: Quarry Village Owners, LLC  
1794 Olympic Parkway, Suite 130  
Park City, Utah 84098  
Attn: David Nadler  
Facsimile No. \_\_\_\_\_

If to Tenant, to: Wind River Petroleum  
20410 E. Murray-Holladay Rd., No. 200  
Holladay, UT 84117  
Facsimile No. \_\_\_\_\_

Any notice delivered personally or by courier shall be deemed to have been given when delivered. Any notice sent by facsimile shall be presumed to have been received on the date transmitted. Any notice sent by mail shall be presumed to have been received five (5) business days after deposit in the United States mail, with postage prepaid and properly addressed. Any party may change its address by giving notice to the other parties of its new address in the manner provided above.

(c) The Deed of Trust shall not cover or encumber and shall not be construed as subjecting in any manner to the lien thereof any of Tenant's improvements or trade fixtures, furniture, equipment or other personal property at any time placed or installed in the Premises. In the event the Premises or any part thereof shall be taken for public purposes by condemnation or transfer in lieu thereof or the same are damaged or destroyed, the rights of the parties to any condemnation award or insurance proceeds shall be determined and controlled by the applicable provisions of the Deed of Trust.

(d) Tenant shall not be joined as a party defendant in any action or proceeding which may be instituted or taken solely by reason or under any default by Landlord in the performance of the terms, covenants, conditions and agreements set forth in the Deed of Trust.

(e) This Agreement may be recorded at the option of Bank.

(f) THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (OTHER THAN THOSE CONTAINING A CONTRARY EXPRESS CHOICE OF LAW PROVISION) SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS) OF THE STATE OF UTAH, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

[Signatures appear on the following pages.]

DATED effective as of the date first above written.

BANK:

U.S. BANK NATIONAL ASSOCIATION

By: Isaac Allen  
Title: Vice President

STATE OF UTAH )  
: ss.  
COUNTY OF SUMMIT )

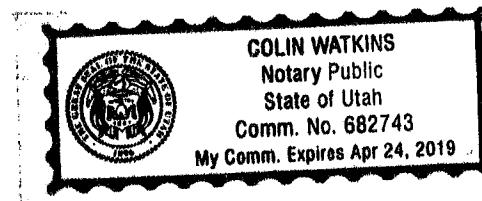
The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of FEBRUARY,  
2016, by ISAAC ALLEN, who is a VICE PRESIDENT of U.S. BANK  
NATIONAL ASSOCIATION.

Colin Watkins  
NOTARY PUBLIC

Residing at Summit County, Utah

My Commission Expires:

4-24-2019



LANDLORD:

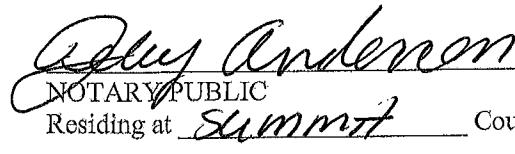
QUARRY VILLAGE OWNERS, LLC, a Utah limited  
liability company

By: \_\_\_\_\_  
Title: \_\_\_\_\_



STATE OF UTAH )  
: ss.  
COUNTY OF SUMMIT )

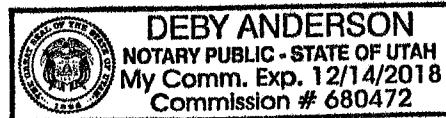
The foregoing instrument was acknowledged before me this 17 day of February,  
2016, by David Nadler, who is a manager of  
QUARRY VILLAGE OWNERS, LLC, a Utah limited liability company.



Deby Anderson  
NOTARY PUBLIC  
Residing at Summit County, Utah

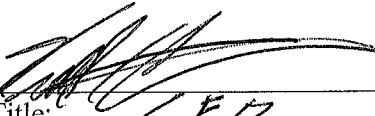
My Commission Expires:

12/14/2018



TENANT:

WIND RIVER PETROLEUM, a Utah corporation

By: 

Title: CEO

STATE OF UTAH )  
: ss.  
COUNTY OF Utah )

The foregoing instrument was acknowledged before me this 10 day of February 2016, by Keith S. Christensen, who is a CEO of WIND RIVER PETROLEUM, a Utah corporation.

  
NOTARY PUBLIC

Residing at Salt Lake County, Utah

My Commission Expires:

4/25/19

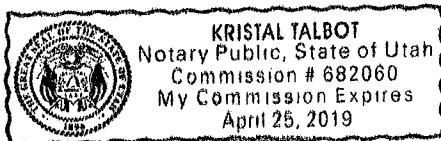


EXHIBIT "A"

PROPERTY DESCRIPTION

The following described real property is located Davis County, Utah:

Parcel 1: (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 1A:

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  $35^{\circ}17'58''$ ; thence North  $42^{\circ}20'15''$  West 27.23 feet to the point of a 30.00 foot radius curve to the left, the radius point of which bears South  $47^{\circ}39'45''$  West; thence Northwesterly along the arc of said curve 7.75 feet through a central angle of  $14^{\circ}47'59''$  to a point on an 858.51 foot radius curve to the left the radius point of which bears North  $82^{\circ}04'42''$  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  $0^{\circ}36'01''$  to the point of beginning.

Tax Parcel No. 02-026-0067