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## ACKNOWLEDGMENT OF CROSS-COLLATERALIZATION AND CROSS-DEFAULTING OF OBLIGATIONS SECURED BY DEEDS OF TRUST

This Acknowledgment of Cross-Collateralization and Cross-Defaulting of Obligations Secured by Deeds of Trust (the "Agreement") is entered into effective the 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

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disclaims any responsibility or liability for the accuracy  
thereof.

**DOC # 00364184**

Agreements B: 0642 P: 0190  
Jayrene B Nielsen Sevier County Recorder Page 1 of 6  
02/23/2010 11:19:39 AM Fee \$24.00 By GUARDIAN TITLE COMP



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".

**DOC # 00364184**

Agreements B: 0642 P: 0191  
Jayrene B Nielsen Sevier County Recorder Page 2 of 6  
02/23/2010 11:19:39 AM Fee \$24.00 By GUARDIAN TITLE COMP  


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 \_\_\_ day of January, 20\_\_

**BORROWER**

CHRISTENSEN AND LARSON, L.L.C.

By: [Signature]  
Its: [Signature]

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: SK Vice President

**DOC # 00364184**

Agreements B: 0642 P: 0192  
Jayrene B Nielsen Sevier County Recorder Page 3 of 6  
02/23/2010 11:19:39 AM Fee \$24.00 By GUARDIAN TITLE COMP

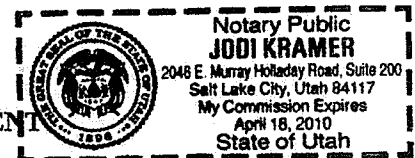


LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH )  
SS.  
COUNTY OF Salt Lake )

On the 5<sup>th</sup> day of February, 200<sup>10</sup>9, 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

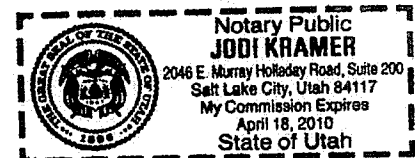


LIMITED ABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH )  
SS.  
COUNTY OF Salt Lake )

On the 5<sup>th</sup> day of February, 200<sup>10</sup>9, 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

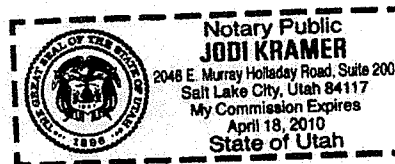


CORPORATE ACKNOWLEDGMENT

STATE OF UTAH )  
SS.  
COUNTY OF Salt Lake )

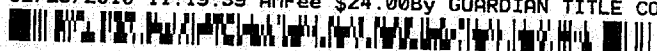
On the 5<sup>th</sup> day of February, 200<sup>10</sup>9, personally appeared before me Keith S. Christensen who being duly sworn, did say that he is the President of CHRISTENSEN AND LARSON INVESTMENT COMPANY, the corporation that executed the above and foregoing instrument, and that said instrument 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



DOC # 00364184

Agreements B: 0642 P: 0193  
Jayrene B Nielsen Sevier County Recorder Page 4 of 6  
02/23/2010 11:19:39 AM Fee \$24.00 By GUARDIAN TITLE COMP



STATE OF UTAH )  
COUNTY OF Salt Lake )  
SS.

Julie Kamen  
Notary Public

STATE OF UTAH )  
COUNTY OF Salt Lake )

Hers. J. Davis  
Notary Public

000001 000002 000003 000004 000005 000006 000007 000008 000009 000010 000011 000012 000013 000014 000015 000016 000017 000018 000019 000020 000021 000022 000023 000024 000025 000026 000027 000028 000029 000030 000031 000032 000033 000034 000035 000036 000037 000038 000039 000040 000041 000042 000043 000044 000045 000046 000047 000048 000049 000050 000051 000052 000053 000054 000055 000056 000057 000058 000059 000060 000061 000062 000063 000064 000065 000066 000067 000068 000069 000070 000071 000072 000073 000074 000075 000076 000077 000078 000079 000080 000081 000082 000083 000084 000085 000086 000087 000088 000089 000090 000091 000092 000093 000094 000095 000096 000097 000098 000099 000100 000101 000102 000103 000104 000105 000106 000107 000108 000109 000110 000111 000112 000113 000114 000115 000116 000117 000118 000119 000120 000121 000122 000123 000124 000125 000126 000127 000128 000129 000130 000131 000132 000133 000134 000135 000136 000137 000138 000139 000140 000141 000142 000143 000144 000145 000146 000147 000148 000149 000150 000151 000152 000153 000154 000155 000156 000157 000158 000159 000160 000161 000162 000163 000164 000165 000166 000167 000168 000169 000170 000171 000172 000173 000174 000175 000176 000177 000178 000179 000180 000181 000182 000183 000184 000185 000186 000187 000188 000189 000190 000191 000192 000193 000194 000195 000196 000197 000198 000199 000200 000201 000202 000203 000204 000205 000206 000207 000208 000209 000210 000211 000212 000213 000214 000215 000216 000217 000218 000219 000220 000221 000222 000223 000224 000225 000226 000227 000228 000229 000230 000231 000232 000233 000234 000235 000236 000237 000238 000239 000240 000241 000242 000243 000244 000245 000246 000247 000248 000249 000250 000251 000252 000253 000254 000255 000256 000257 000258 000259 000260 000261 000262 000263 000264 000265 000266 000267 000268 000269 000270 000271 000272 000273 000274 000275 000276 000277 000278 000279 000280 000281 000282 000283 000284 000285 000286 000287 000288 000289 000290 000291 000292 000293 000294 000295 000296 000297 000298 000299 000300 000301 000302 000303 000304 000305 000306 000307 000308 000309 000310 000311 000312 000313 000314 000315 000316 000317 000318 000319 000320 000321 000322 000323 000324 000325 000326 000327 000328 000329 000330 000331 000332 000333 000334 000335 000336 000337 000338 000339 000340 000341 000342 000343 000344 000345 000346 000347 000348 000349 000350 000351 000352 000353 000354 000355 000356 000357 000358 000359 000360 000361 000362 000363 000364 000365 000366 000367 000368 000369 000370 000371 000372 000373 000374 000375 000376 000377 000378 000379 000380 000381 000382 000383 000384 000385 000386 000387 000388 000389 000390 000391 000392 000393 000394 000395 000396 000397 000398 000399 000400 000401 000402 000403 000404 000405 000406 000407 000408 000409 000410 000411 000412 000413 000414 000415 000416 000417 000418 000419 000420 000421 000422 000423 000424 000425 000426 000427 000428 000429 000430 000431 000432 000433 000434 000435 000436 000437 000438 000439 000440 000441 000442 000443 000444 000445 000446 000447 000448 000449 000450 000451 000452 000453 000454 000455 000456 000457 000458 000459 000460 000461 000462 000463 000464 000465 000466 000467 000468 000469 000470 000471 000472 000473 000474 000475 000476 000477 000478 000479 000480 000481 000482 000483 000484 000485 000486 000487 000488 000489 000490 000491 000492 000493 000494 000495 000496 000497 000498 000499 000500 000501 000502 000503 000504 000505 000506 000507 000508 000509 000510 000511 000512 000513 000514 000515 000516 000517 000518 000519 000520 000521 000522 000523 000524 000525 000526 000527 000528 000529 000530 000531 000532 000533 000534 000535 000536 000537 000538 000539 000540 000541 000542 000543 000544 000545 000546 000547 000548 000549 000550 000551 000552 000553 000554 000555 000556 000557 000558 000559 000560 000561 000562 000563 000564 000565 000566 000567 000568 000569 000570 000571 000572 000573 000574 000575 000576 000577 000578 000579 000580 000581 000582 000583 000584 000585

**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 # 00364184**

Agreements B: 0642 P: 0195  
Jayrene B Nielsen Sevier County Recorder Page 6 of 6  
02/23/2010 11:19:39 AM Fee \$24.00 By GUARDIAN TITLE COMP  
