

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

Ent 436587 Bk A622 Pg 604
Date: 15-JUL-2011 11:39:57AM
Fee: \$28.00 Check
Filed By: CBM
CAROLYNE MADSEN, Recorder
DUCESNE COUNTY CORPORATION
For: GUARDIAN TITLE CO

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

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: Manager

WIND RIVER PETROLEUM

By: [Signature]
Its: Pres.

CHRISTENSEN AND LARSON
INVESTMENT COMPANY

By: [Signature]
Its: Pres.

LENDER

ZIONS FIRST NATIONAL BANK

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

KEITH S. CHRISTENSEN

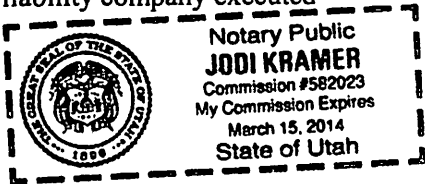
[Signature]

LIMITED LIABILITY COMPANY 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 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



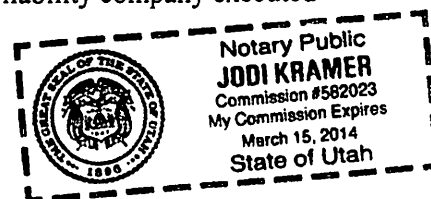
LIMITED ABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH)
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 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

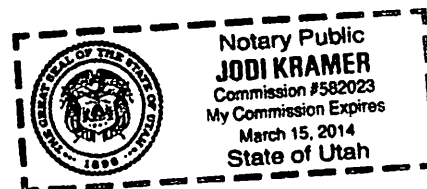


CORPORATE ACKNOWLEDGMENT

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

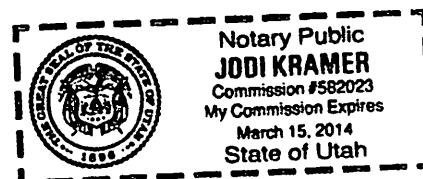


CORPORATE ACKNOWLEDGMENT

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

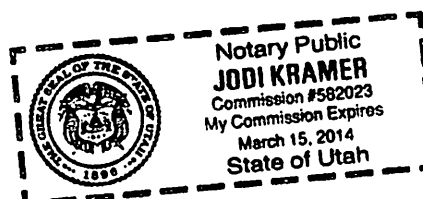


CORPORATE ACKNOWLEDGMENT

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

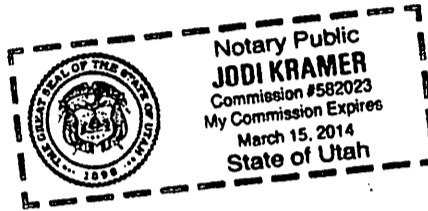


STATE OF UTAH)
COUNTY OF Salt Lake)
SS:

INDIVIDUAL ACKNOWLEDGEMENTS

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

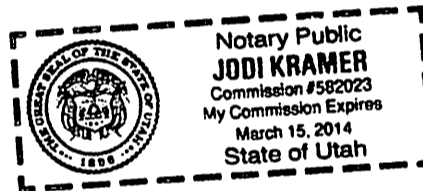
Jodi Kramer
NOTARY PUBLIC



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



Ent. 436587 Bk A0622 Pg 0610

Duchesne County Exhibit "A"

Parcel 1: (00-001-8154, 00-001-8162 and 00-001-8170)

Lots 10, 11, 12 and 13 of Block 3, Plat "E", Roosevelt City Survey, according to the official plat thereof on file in the office of the Recorder, Duchesne County, Utah.

Address:

509 East 200 North
Roosevelt, Utah 84066

521 East 200 North
Roosevelt, Utah 84066

533 East 200 North
Roosevelt, Utah 84066

Parcel 2: (R-0849)

Beginning North 00°02' West 1182.1 feet (to center of Highway 40) and North 48°38' West 50.7 feet (to the Norwest right of way boundary line of said highway) from the East one quarter corner of Section 29, Township 2 South, Range 1 West, Uintah Special Base and Meridian, thence South 55°48' West 526.33 feet along right of way boundary line; thence North 72°22' West 1052.66 feet; thence North 55°48' East 526.33 feet; thence South 72°22' East 1052.66 feet to Beginning.

Less and Excepting therefrom the following property conveyed to Thomas Enterprises, L.L.C., by that certain Warranty Deed, dated September 25, 1998, and recorded October 7, 1998, as Entry No. 329789, in Book A0301, at Page 675, Duchesne County Records office, and being more particularly described as follows:

Township 2 South, Range 1 West, Uintah Special Base & Meridian, Section 29:

Commencing at the East quarter corner of said Section 29, thence North 0°16'13" West 1169.70 feet (North 0°02' West 1182.1 feet, by record) along the East line of the Northeast quarter of said Section, said point being on the center line of U.S. Highway 40; thence North 48°52'13" West 51.69 feet (North 48°38' West 50.7 feet, by record) to the North right of way line of said Highway; thence South 55°50'20" West (South 55°48' West, by record) 526.33 feet to the true point of beginning; thence North 71°18'10" West (North 72°22' West, by record) 745.53 feet to an existing rebar; thence North 72°24'03" West (North 72°22' West, by record) 299.98 to an existing rebar and a line of record; thence North 56°05'41" East 511.65 feet (North 55°48' East 526.33 feet, by record) to an existing fence corner; thence South 72°19'40" East (South 72°22' East by record) 734.65 feet; thence South 56°23'33" West 322.30 feet; thence South 32°27'24" East 253.25 feet to the true point of beginning.

Address:

West US Highway 40
Roosevelt, Utah 84066

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.