

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

**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**

This Fourth Amendment to Acknowledgment of Cross-Collateralization and Cross-Defaulting of Obligations ("Fourth Amendment") is entered into effective this 31 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.**



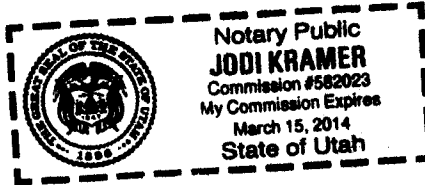


STATE OF UTAH )  
COUNTY OF Salt Lake <sup>SS:</sup>

**INDIVIDUAL ACKNOWLEDGEMENTS**

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

Jodi Kramer  
NOTARY PUBLIC



STATE OF UTAH )  
COUNTY OF Salt Lake <sup>SS:</sup>

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

Jodi Kramer  
NOTARY PUBLIC



## UTAH COUNTY EXHIBIT "A"

**Parcel 6: part of Serial No. 58:032:0065**

A portion of Land located in the Northwest Quarter of Section 14, Township 5 South, Range 1 West, Utah County, Utah, more particularly described as follows:

Beginning at point South 00°37'18" West 274.91 feet and South 89°22'42" East 180.00 feet from the Northeast Corner of Lot 4, Plat "A" Crossroads Ranchettes Subdivision as recorded with the office of the Utah County Recorder, and running thence South 89°22'42" East 279.18 feet to the West line of Redwood Road; thence Southerly along said West line and arc of a 5679.65 foot non-tangent radius curve to the right; (Center bears South 87°34'27" West); curve through a central angle of 02°33'44", a distance of 254.00 feet; thence South 44°40'35" West 54.28 feet to the Northerly line of State Highway 73; thence South 89°38'31" West along said Northerly line 249.25 feet; thence North 00°37'18" East 292.86 feet; to the point of beginning.

Address: 36 West State Road 73  
Saratoga Springs, Utah 84043

**Parcel 20: Serial No. 45:214:0006.**

Lot 6, Plat "A", Lehi Center Commercial Subdivision, according to the official plat thereof, on file and of record in the office of the Utah County Recorder.

**Parcel 20A**

A non-exclusive easement for ingress and egress by vehicular and pedestrian traffic and vehicular parking, for the benefit of parcel 1, upon, over and across the following described property, as created in that certain Easement Agreement, recorded May 7, 1996, as Entry No. 38305, in Book 3963, at Page 61, of the Official Records of Utah County, Utah, to-wit:

Beginning at a point that is North 87°08'44" East 71.59 feet from the Southwest Corner of Lot 2, Plat "A", McDonalds Center No. 1, Subdivision, according to the Quarter-Section line 1536.11 feet and East 663.30 feet and North 87°08'44" East 271.59 feet from the North Quarter Corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base and Meridian, said North Quarter Corner bears North 29°03'19" East 42.00 feet from a Utah County brass cap reference monument that bears North 89°33'32" West (basis of bearing) from the Utah County target "Timpanogos"; thence South 0°01'09" East 250.62 feet; thence North 87°08'44" East 280.09 feet to the West line of 850 East Street; thence along said West line of street South 14°20'20" East 79.61 feet; thence North 85°32'43" West 323.01 feet; thence North 174.22 feet; thence West 27.50 feet; thence North 81.96 feet; thence South 87°08'44" West 39.05 feet; thence North 30.04 feet to the South line of the aforesaid subdivision; thence along said South line of subdivision North 87°08'44" East 89.11 feet to the point of beginning.

Address: 114 South 850 East  
Lehi, Utah