## 00926268 B: 2087 R: 1586

Page 1 of 7 Alan Spriggs, Summit County Utah Recorder 07/14/2011 ሊዮጲቻ 44 AM Fee \$24.00 By GUARDAN TITLE COMPANY OF UTAH - SLC ElectronicallyRecorded

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

Jrachteloll Color

## Courtesy Recording

This document is being recorded solely as a courtesy and as an accommodation only to the parties named therein, Guardian Pritle Co. of Utah hereby expressive disclaims any responsibility or liability for the accuracy thereof.

COL

Color

COR

## 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 2011 ("Effective Date"), by and among ZIONS FIRST NATIONAL BANK as (ender ("Lender"); WIND RIVER PETROLEUM, aka WIND RIVER PETROLEUM, INC.; o 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

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) crosscollateralized 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.

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

On or about July 30, 2010, Lender, Borrower, J. Craig Larson, and Keith S. C. 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.

On or about February 28, 2014, Lender, Borrower, J. Craig Larson, and Keith S. Christensen executed that certain Third Amendment to Acknowledgment of Cross-Amendment") in connection with a contemporaneous extension of credit by Lender to Borrower. Amendment, the Second Amendment, and the Third Amendment shall be referred to as the

Umontelalleop

UMONTERCILCOPY

UMONTALICIL

UMACHENOL

UTACKnowledgement." ANGON COPY. ATHCHOLD COPY APTICIOIL COPTI 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.

Paragraph 1 of the Agreement section of the Acknowledgment is deleted in its 1 1. Lender and Borrower acknowledgment 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. entirety and replaced with the following text:

Loan 4001, Loan 9001, Loan 9004, Loan 9005, Loan 9006, a. 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

CORT

CORT

Borrower's LOC Obligation b.

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

Colory each and every interest in real property that is ∽(ं**`}(i)**. granted, pledged, assigned, or otherwise transferred as collateral for anx (2 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

each and every interest in non-real property that is (ii). 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 of more Wof the Wind River Loans; and

Joll COPY the collateralization and cross-collateralization established c. under this Paragraph () 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)  $\sim$ 

2

00926268 Page 2 of 7 Summit County

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

-COESI

Mell COPY

6000

6000

UMARTICICIL Paragraph 2 of the Agreement section of the Acknowledgment is deleted in its entirety and replaced with the following text:

6097

Lender and Borrower further acknowledge and agree that each 2. Wind River Loan is and shall remain cross-defaulted with each and every other Wind River Evan 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 Børrower's LOC Obligation.

UMONTREACH 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 THE REMAINDER OF THIS PAGE IS BLANK; THE REMAINDER OF THIS PAGE IS BLANK; THREE SIGNATURE AND NOT ARIZATION PAGES FOLLOW property as security for performance under or repayment of any future

JOH COPY

00926268 Page 3 of 7 Summit County

(4)<sup>(1)</sup> conditions of the Acknowledgment shall remain in full force and effect.

UMONTEROILCOPY UMONTALA UMONTECOL UMONTERCII COPY

UMARTERON

UMORTHEICH COPY

Umonited IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Office of the Parties have executed this Agreement as of the Office of the Parties have executed the Agreement as of the Office of the Parties have executed the Agreement as of the Office of the Parties have executed the Agreement as of the Office of the Parties have executed the Agreement as of the Office of the Parties have executed the Agreement as of the Office of the Parties have executed the Agreement as of the Office of the Parties have executed the Agreement as of the Office of the Parties have executed the Agreement as of the Office of the Parties have executed the Agreement as of the Office of the Parties have executed the Parties JINONTELEN BORROWER CHRISTENSEN AND L alh By: By: Its: Its: Phosla WIND RIVER PETROLEUM **CRAIG LARSO** UMORTICICIL By: Its: COR CHRISTENSEN AND LARSON *CHRISTENSEN* KEITH S INVESTMENTCOMPANY LIMITED LIABILITY COMPANY ACKNOWLEDGMENT 161011 60197 ÇO(Ô STATE OF UTAH COUNTYOF day of Mar \_, 2011, personally appeared before me On the 31 (arson who being duly sworn, did say that he is a managing member of CHRISTENSEN AND KARSON, 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 Larsonacknowledged to me that said limited liability company executed the same Notary Public JODI KRAMER Notar Public on Expi March 15, 2014 State of Utab LIMITED ABILITY COMPANY ACKNOWLEDGMENT Ó STATE OF UTAH SS: COUNTY OF TINES FENSEN AND LARSON, L.I.C., the limited liability company that executed the above and to regoing instrument, and that said instrument was signed in behalf of said limited liability company by 4 00926268 Page 4

COR Colé - CLO<sup>TO,</sup> authority, and said J. Craig Ra Bonacknowledged to me that said limited liability company executed the same. Notary Public Notar Public JODI KRAMER ion 🐔 on Exe Com CORPORATE ACKNOWLEDGMENT March 15, 2014 Post in the second seco State of Utah STATEOEÙŤAH COUNTY OF Sit Lake ) . On the Disday of \_\_\_\_\_\_, 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. Notary Public **JODI KRAMER** Notary Public ion (15 n Extire March 15, 2014 State of Utab ÉORPORATE ACKNOWLEDGMENT STATE OF UTAH COUNTY OF On-the Fl day of N (2011, personally appeared before me ). Craig Larson, lar 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. Notary Public JODI KRAMER Notary Public ion Exa March 15, 2014 State of Utah Colores II.C. CORPORATE ACKNOWLEDGMENT STATE OF UTAH COUNTY OF Salt Lake On the 31 st day of Way , 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. , COLOT Umonthe Controll otary Public Notary Public JODI KRAMER UMOSTIC ion Expire March 15, 2014 tate of Utar 26268 5



