

Ent: 411642 - Pg 1 of 6
Date: 4/17/2015 12:19:00 PM
Fee: \$30.00
Filed By: eCASH
Jerry M. Houghton, Recorder
Tooele County Corporation
For: Title West - SLC

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

Tax ID: 16-025-0-001A

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

This Sixth Amendment to Acknowledgment of Cross-Collateralization and Cross-Defaulting of Obligations ("Sixth Amendment") is entered into effective this 14th day of April 2015 ("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"); and J. CRAIG LARSON and KEITH S. CHRISTENSEN. In the remainder of this Sixth Amendment, "Parties" shall mean all the persons and entities identified in this paragraph collectively.

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.

E. On or about May 31, 2011, Lender, Borrower, J. Craig Larson, and Keith S. Christensen executed that certain Fourth Amendment to Acknowledgment of Cross-Collateralization and Cross-Defaulting of Obligations Secured by Deeds of Trust ("Fourth Amendment") in connection with a contemporaneous extension of credit by Lender to Borrower. In the remainder of this Fifth Amendment, the Acknowledgement, as modified by the First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment shall be referred to as the "Acknowledgement."

F. On or about August 9, 2014, Lender, Borrower, J. Craig Larson, and Keith S. Christensen executed that certain Fifth Amendment to Acknowledgment of Cross-Collateralization and Cross-Defaulting of Obligations Secured by Deeds of Trust ("Fifth Amendment") in connection with a contemporaneous extension of credit by Lender to Borrower. In the remainder of this Sixth Amendment, the Acknowledgement, as modified by the First Amendment, the Second Amendment, the Third Amendment, Fourth Amendment and the Fifth Amendment shall be referred to as the "Acknowledgement"

G. The Parties agree that it is in their mutual best interests to restructure the credit relationship between them by, among other things, renewing, 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:

AGREEMENT

1. Paragraph 1, except for the paragraph number 1., of the Agreement section of the Acknowledgment is deleted in its entirety and replaced with the following text:

Lender and Borrower acknowledge and agree that it is the express intent that **Loans 1319426-9001, 2089319-9001, 9773738-6001, 9773738-6002, 9773738-6099, 9773738-9010, 9773738-9012, 9773738-9013, and 2089319-9002** (hereinafter each a "Wind River Loan", and collectively "Wind River Loans") and each extension, and or renewal, 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 shall be collateralized and cross-collateralized by:

(a.) 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 only and not limitation, **Loans 1319426-9001, 2089319-9001 and 9773738-6001** are collateralized and cross-collateralized by **Loans 9773738-6002, 9773738-6099, 9773738-9010, and 9773738-9012, and vice versa; and**

(b.) Each and every interest in non-real property that is granted, pledged, assigned, or otherwise transferred as collateral for any Wind River Loans 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, 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 (a.) or (b.) above was originally granted, pledged, assigned, or otherwise transferred.

2. 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 a Wind River Loan, 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. Said real property parcels, if recorded in the real property records, are attached hereto and made a part of this Sixth Amendment as Exhibit "A."

3. Except as expressly modified by this Sixth Amendment, all others terms and conditions of the Acknowledgment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

BORROWER

CHRISTENSEN AND LARSON, L.L.C.

By: 

Its: 

WIND RIVER PETROLEUM

By: 

Its: 

CHRISTENSEN AND LARSON
INVESTMENT COMPANY

By: 

Its: 

LENDER

ZIONS FIRST NATIONAL BANK

By: 

Its: 

J. CRAIG LARSON

By: 

Its: 

KEITH S. CHRISTENSEN

By: 

Its: 

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH)
) ss:
COUNTY OF SALT LAKE)

On the 15th day of April 2015, 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.

Notary Public



Jodi Kramer
Notary Public
State of Utah

My Commission Expires February 24, 2018
Commission #876005

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
)
) ss:
COUNTY OF SALT LAKE)

On the 15th day of April 2015, personally appeared before me Keith S. Christensen, who being duly sworn, did say that he is the President of CHRISTENSEN AND LARSON INVESTMENT COMPANY, INC., 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
State of Utah

My Commission Expires February 24, 2018
Commission #676005

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
)
) ss:
COUNTY OF SALT LAKE)

On the 15th day of April 2015, 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.

Notary Public



Jodi Kramer
Notary Public
State of Utah

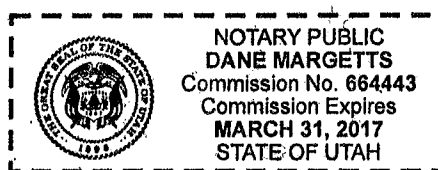
My Commission Expires February 24, 2018
Commission #376005

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
)
) ss:
COUNTY OF SALT LAKE)

On the 15th day of April 2015, 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.

DM.
Notary Public

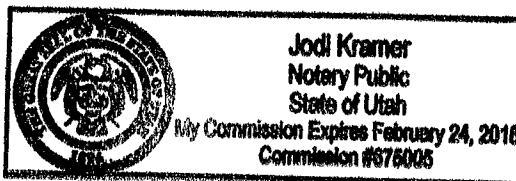


INDIVIDUAL ACKNOWLEDGEMENTS

STATE OF UTAH)
)
) ss:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 15th day of April 2015 by J. CRAIG LARSON.

NOTARY PUBLIC



STATE OF UTAH)
COUNTY OF SALT LAKE)
SS:)

The foregoing instrument was acknowledged before me this 5 day of April 2015 by KEITH S. CHRISTENSEN.

NOTARY PUBLIC

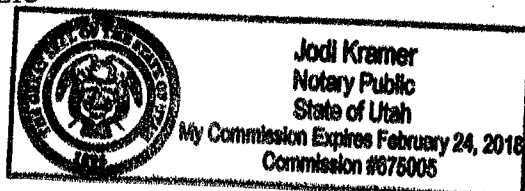


Exhibit A
Legal Description(s)

Lot 1A, TOP STOP SUBDIVISION, according to the official plat thereof as recorded in the office of Tooele County Recorder, State of Utah.