ENT 27255: 2017 PG 1 of 6

Jeffery Smith

Utah County Recorder
2017 Mar 21 01:32 PM FEE 22.00 BY VP

RECORDED FOR Title West - SLC

ELECTRONICALLY RECORDED

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

# SEVENTH AMENDMENT TO ACKNOWLEDGMENT OF CROSS-COLLATERALIZATION AND CROSS-DEFAULTING OF OBLIGATIONS

This Seventh Amendment to Acknowledgment of Cross-Collateralization and Cross-Defaulting of Obligations ("Amended and Restated") is entered into effective this 9th day of March 2017 ("Effective Date"), by and among ZB, N.A., DBA 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 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. On or about March 14, 2015, Lender, Borrower, J. Craig Larson, and Keith S. Christensen executed that certain Sixth Amendment to Acknowledgment of Cross-Collateralization and Cross-Defaulting of Obligations Secured by Deeds of Trust ("Sixth 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, Fifth Amendment and the Sixth Amendment shall be referred to as the "Acknowledgement."
- H. 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 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, 9773738-6001, 9773738-6002, 9773738-6099, 9773738-9010, 9773738-9012, 9773738-9013, 9773738-9014, 9773738-9015 and 2089319-9002 and each extension, and or renewal, of credit by Lender to Borrower made prior to, as of, or after the effective date of this Amendment, 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 not be collateralized and cross-collateralized; and

- (c) Lender and Wind River Petroleum Aka Wind River Petroleum, Inc. acknowledge and agree that it is the express intent that Loans 9773738-9010, 9773738-9013, 9773738-9014 and 9773738-0099/9015 and each extension, and or renewal, of credit by Lender to Borrower made prior to, as of, or after the effective date of this Amendment, 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; and
- (d) Lender and Christensen and Larson, L.L.C.; Christensen and Larson Investment Company, Inc., and J. Craig Larson and Keith S. Christensen acknowledge and agree that it is the express intent that 2089319-9002, 1319426-9001, 1319426-9002 and 6333834-9001 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.
- 2. Lender and Borrower agree that Lender may record an original of this Amendment in the real property records for each parcel of real property secured by said loans as security for performance of said loans. Said real property parcels, if recorded in the real property records, are attached hereto and made a part of this Amendment as Exhibit "A."
- 3. Except as expressly modified by this Amendment, all others terms and conditions of the Acknowledgment shall remain in full force and effect.

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

BORROWER: CHRISTENSEN AND LARSON, L.L.C.  J. Craig Larson, Manager  Render. Christensen, Manager	LENDER: ZB, N.A. dba ZIONS FIRST NATIONAL BANK By: State Called President J. CRAIG LARSON, Individually
J. Graig Larson, President	KEVIA S. CHRISTENSEN, Individually
CHRESTENSEN AND PARSON INVESTME	NT COMPANY

Christensen, President

# LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH				
COUNTY OF SALT LAKE	ss: )			
Christensen who being duly sw L.L.C., the limited liability com- instrument was signed in behalf	rch 2017, personally appeared before me J. Craig Larson and Keith S. orn, did say that they are Managers of CHRISTENSEN AND LARSON, pany that executed the above and foregoing instrument, and that said of said limited liability company by authority, and said J. Craig Larson wledged to me that said limited liability company executed the same.  Jodi Kramer Notary Public State of Utah  My Commission Expires February 24, 2018 Commission 576005			
CORPORATE ACKNOWLEDGMENT				
STATE OF UTAH	•			
COUNTY OF SALT LAKE	ss: )			
duly sworn, did say that he is the COMPANY, INC., the corporate instrument was signed in behalf	ch 2017, personally appeared before me Keith S. Christensen, who being e President of CHRISTENSEN AND LARSON INVESTMENT ion that executed the above and foregoing instrument, and that said of said corporation by authority of a resolution of its Board of Directors, cknowledged to me that said corporation executed the same.			
In Kaun	Jodi Kramer			
Notary Public	Notary Public State of Utah My Commission Expires February 24, 2018 Commission #975005			
CORPORATE ACKNOWLEDGMENT				
STATE OF UTAH	)			
COUNTY OF SALT LAKE	ss: )			
On the <u>f</u> day of Mar	ch 2017, personally appeared before me J. Craig Larson, who being duly			

On the <u>1</u> day of March 2017, 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 #675005

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## CORPORATE ACKNOWLEDGMENT

STATE OF UTAH		)
		SS
COUNTY OF SALT LAKE		)

On the Aday of March 2017, 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.

Notary Public

NOTARY PUBLIC
JAMESON JACKSON
Commission No. 688910
Commission Expires
MAY 02, 2020
STATE OF UTAH

## INDIVIDUAL ACKNOWLEDGEMENTS

STATE OF UTAH ) ss: COUNTY OF SALT LAKE The foregoing instrument was acknowledged before me this day of March 2017 by J. CRAIG LARSON. Jodi Kramer **Notary Public** (RY PUBLIC State of Utah Commission Expires February 24, 2018 Commission #575005 STATE OF UTAH ) SS: COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me this day of March 2017 by KEITH S. CHRISTENSEN.

NOTARY PUBLIC

Jodi Kramer Notary Public State of Utah My Commission Expires February 24, 2018 Commission #975005

#### Exhibit A

Legal Description(s)

Parcel 6:

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 TAX ID: 58:032:0065

Parcel 20

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 TAX ID: 45:214:0006