

Ent: 445643 - Pg 1 of 6
Date: 3/21/2017 1:41:00 PM
Fee: \$26.00
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

**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


Keith S. Christensen, Manager

WIND RIVER PETROLEUM

J. Craig Larson, President

CHRISTENSEN AND LARSON INVESTMENT COMPANY

Keith S. Christensen, President

LENDER:

ZB, N.A. dba ZIONS FIRST NATIONAL
BANK

By: 

Its: 
J. CRAIG LARSON, Individually

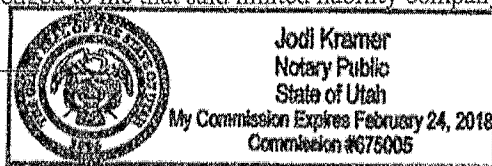

KEITH S. CHRISTENSEN, Individually

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

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

On the 9th day of March 2017, personally appeared before me J. Craig Larson and Keith S. Christensen who being duly sworn, did say that they are Managers 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 and Keith S. Christensen acknowledged to me that said limited liability company executed the same.

Notary Public

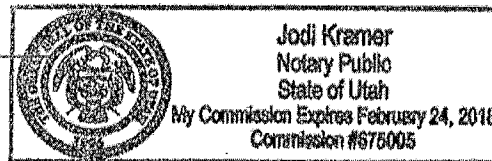


CORPORATE ACKNOWLEDGMENT

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

On the 9th day of March 2017, 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

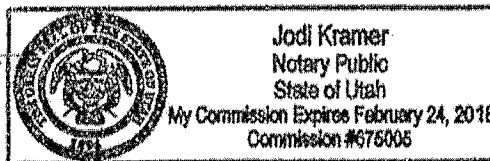


CORPORATE ACKNOWLEDGMENT

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

On the 9th 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

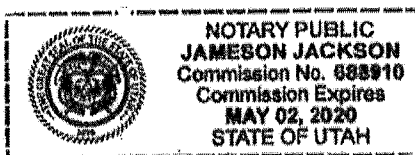


CORPORATE ACKNOWLEDGMENT

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

On the 9 day 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

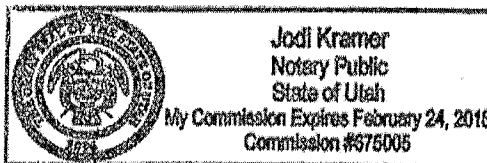


INDIVIDUAL ACKNOWLEDGEMENTS

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

The foregoing instrument was acknowledged before me this 9 day of March 2017 by J. CRAIG LARSON.

NOTARY PUBLIC



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

The foregoing instrument was acknowledged before me this 9 day of March 2017 by KEITH S. CHRISTENSEN.

NOTARY PUBLIC

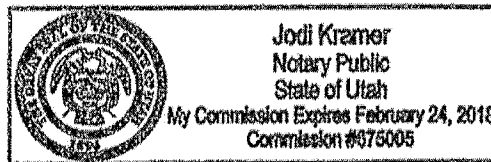


Exhibit A

Legal Description(s)

LEGAL DESCRIPTION

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

The following is shown for information purposes only: 16-025-0-001A