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SAMPETE COUNTY CORPORATION
For: Sitle West - 51C

When Recorded Return to Zions First Nanonal Bank I South Main Street, No. 300 Salt Lake City, Utah 84133 Atm: Kristy Walker

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

This Seventh Amendment to Acknowledgment of Cross-Collaboralization 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 ZEONS FIRST NATIONAL BANK 85 lender ("Lender"); WIND RIVER PETROLEUM aka WEND 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 KRITE S. CHRISTENSEN. In the remainder of this Amendment "Parties" shall mean all the persons and entities identified in this paragraph collectively.

# PARTIES' REPRESENTATIONS

- A. Londer and Borrower executed that certain "Asknowledgment of Cross-Collateralization and Cross-Defaulting of Obligations Secured by Deeds of Trust" ("Acknowledgement") effective as of January 17, 2007 whereby Lender agreed to send Borrower \$1,550,000.00 on the condution 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 contemporanceus extension of credit by Lender to Borrower.
- C On or about July 35, 2010, Lander, Borrower, J. Craig Lerson, and Keith S. Christensen executed that certain Second Amandment 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 Pebruary 28, 2011, Lender, Barrower, 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

:

### Exhibit "A"

Beginning at a point located south 89°43'33" East 182.82 feet from the Northwest corner of Block B5, Plat "A", MANTI CITY SURVEY, Sanpete County, State of Utah; thence South 89°43'33" East 20.00 feet, thence South 00°16'27" West 88.50 feet, thence South 52°29'10" East 44.62 feet, thence North 89°43'33" West 55.52 feet, thence North 00"16'27" East 115.50 feet to the point of Beginning. (Part of Parcel No. 1634)

- E On or about May 51, 2011, Lender, Bornower, J. Craig Larson, and Keith S. Christensen executed that certain Fourth Amendment to Acknowledgment of Cross-Collarershization 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 Pirst 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 Betrower. 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 sor forth below to reflect the terms of that restructuring

Now, Therefore, for vanishin consideration, the receipt and sufficiency of which are acknowledged. Leader and Borrower agree as follows with respect to the Acknowledgement:

## **4GREEMENT**

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

Lender and Borrower scknowledge and agree that it is the express intent that Leans 1319426-9001, 9773738-5001, 9773738-6002, 9773738-6099, 9773738-9010 9773738-9012, 9773738-9013, 9773733-9014, 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 lower or line of credit), loss number designation, or otherwise or result

from the consultdation of two or more other extensions of credit shall not be collateralized and cross-collateralized; and

- (c) Lender and Wind Rives Petroleum Ala Wind Rives Petroleum, Inc. acknowledge and agree that it is the express intent that Luans 9773738-9010, 9775739. 9013, 9773738-9014 and 9773738-0099/9015 and each extension, and or renewal, of predit by Lander to Berrower 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 lean or line of credit), long 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) Lander and Christensen and Larson, L.L.C.; Christensen and Larson Investment Company, Inc., and J. Craig Larson and Kenth S. Christonsen acknowledge and agree that it is the express intent that 2089319-9002, 1319425-9001, 1319426-9007 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
- I ender and Borrower agree that Lander may record an original of this Amendment to the real property records for each parcel of real property secured by said loans as security for performance of said ioans. Said real property perceis, if recorded in the real property records, are attached herete and made a part of this Amendment as Exhibit "A "
- Except as expressly modified by this Amendment, all others remas and conditions of the Arknowledgment that! remain in full force and offect.

LENDER:

BANK

29, N.A. 465 ZIONS FIRST NATIONAL

J. CRAIG LARSON, Individually

CERTH & CHRISTENSEN, Individually

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

BORROWER:

ID LARSON DIVESTMENT COMPANY

#### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF CTAH

COUNTY OF SALT LAKE

/

On the day of March 2017, personally appeared before me I (rang Larson and Kenth S. Christensen who being days sworn, did say that they are Managers of Clific TENSEN AND I ARSON, L.L.C., the formest liability company that executed the above and foregoing instrument, and that said instrument was signed in behalf of soid limited liability company by authority and said I. Craig Larson and Kenth S. Christensen acknowledged to use that said imited liability company systematic the same

Acti Kramer

Kotary Public

State of Utah

sky Commission Points Referency 24, 2015

Commission #E75006

#### CORPORATE ACKNOWLEDGMENT

STATE OF UTAH , ss COUNTY OF BALT LAKE )

On the 1 day of March 2017, personally appeared before me Kenti S. Christersen, who being duly ewern, 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 Kenty S. Christensen, Acknowledged in me that said corporation executed the same.



## CORPORATE ACKNOWLEDGMENT

STATE OF UTAH (55)
COUNTY OF SALT LAKE (

On the 9th day of March 2017, personally appeared before me I. Craig Larron, 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 rescittion of its Board of Directors, and said I Craig Larron acknowledged to me that said corporation specified the same

Notary Public

Jodi Kremer

History Public

State of Utsh

hty Contribution English Fathury 24, 2015

Contribution (6)75000

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### CORPORATE ACKNOWLEDGMENT

STATE OF UTAB 9
SS.
COUNTY OF SAIT LAKE 9

On the 1 day of March 2017, personally appeared before me Kristy Walker, who being daly sworn, did say that she is a Sensor Vice President of JONS FIRST NATIONAL BANK, the corporation that executed the above and foregoing instrument, and that said instrument was signed to behalf of said corporation by authority of a resolution of its Board of Directors, and anis knight policy policy of the same to that said corporation executed the same

Commission to Besset 1

Notary Public

## INDIVIDUAL ACKNOWLEDGEMENTS

STATE OF LITAR

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COUNTY OF SALT LAXE

The foregoing instrument was an accordingly before me this \(\frac{1}{2}\) day of March 2010 by 1. CRAIG

NOZARY PUBLIC

Jodi Kramer Notary Public State of Usah Correction Service Setu

ey Corresion Sopher February 31, 2019 Commission #777049

Complication Explose
MAY 02, 2020
STATE OF UTAH

State of Utah

i Zh

COUNTY OF SALT LAKE.

The foregoing measurems was acknowledged before mu this 2 day of March 2017 by KEITH 5.

CHRISTENSES

KOTARY PUBLIC

Jord Kramer History Public Siste of Utah My Commission Septem February 84, 2018 Commission (187608)

## Exhibit A

# Legar Description(s)

## Parcel 12

Beginning at a point 6.00 rods North from the Southeast Carner of Lot 5, Black 85, Plat "A". Manti City Survey; thence North 7.00 rods; thence West 7.00 rods; thence South 7.00 rods; thence East 7.00 rods, more or less, to the point of beginning.

Also:

Beginning at the Northwest Corner of Lot 5, Block 85, Plat "A", Manti City Survey; thence East 130.02 feet; thence South 7.00 rods; thence West 130.02 feet; thence North 7.00 rods, more or less, to the point of beginning

Address: 291 North Main, Manti, Utah B4042 TAX ID:1634X