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Gary W. Ott
Recorder, Salt Lake County, UT
EQUITY TITLE
BY: eCASH, DEPUTY - EF 12 P.

After Recording Return to:

Tacy A. Hartman, Esq.
Van Cott, Bagley, Cornwall & McCarthy
50 South Main Street, Suite 1600
Salt Lake City, Utah 84145

**Tax Parcel I.D. Nos.: 15-09-152-002, 15-09-151-004,
15-09-151-005 and 15-09-151-006**

CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT

This Cross-Collateralization and Cross-Default Agreement (this "Agreement") is entered into as of this 13th day of October, 2006, by and between KEYBANK NATIONAL ASSOCIATION, whose address is at 50 South Main Street, 20th Floor, Salt Lake City, Utah 84144, as beneficiary and secured party ("Lender"), and STREADBECK ENTERPRISES, INC., a Utah corporation ("Enterprises"), whose address is 3040 West 900 South, Salt Lake City, Utah 84104, and STREADBECK DEVELOPMENT, L.L.C., a Utah limited liability company ("Development"), whose address is 3040 West 900 South, Salt Lake City, Utah 84104.

RECITALS

A. Enterprises and Development are affiliated entities.

B. Lender has previously made a term loan to Enterprises in the original principal amount of THIRTY ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$31,500.00) (the "First Loan"). In order to evidence and secure Enterprises' indebtedness to Lender for the First Loan, Enterprises executed and delivered a Promissory Note in favor of Lender dated as of September 17, 2004, in the original principal amount of \$31,500.00 (the "First Note"), which First Note is secured, in whole or in part, by certain equipment of Enterprises (the "First Loan Collateral"), as evidenced by and more particularly described in that certain Commercial Security Agreement dated as of September 17, 2004, executed and delivered by Enterprises to Lender. All of the foregoing documents and instruments, together with the First Note and all of the other documents and instruments executed in connection with the First Loan and any subsequent amendments and renewals thereof, are hereinafter collectively referred to as the "First Loan Documents".

C. Lender has previously made a term loan to Enterprises in the original principal amount of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) (the "Second Loan"). In order to evidence and secure Enterprises' indebtedness to Lender for the Second Loan, Enterprises executed and delivered a Promissory Note in favor of Lender dated as of November 16, 2004, in the original principal amount of \$150,000.00 (the "Second Note"),

which Second Note is secured, in whole or in part, by substantially all of Enterprises' personal property (the "Second Loan Collateral"), as evidenced by and more particularly described in that certain Commercial Security Agreement dated as of November 16, 2004, executed and delivered by Enterprises to Lender. All of the foregoing documents and instruments, together with the Second Note and all of the other documents and instruments executed in connection with the Second Loan, and any subsequent amendments and renewals thereof, are hereinafter collectively referred to as the "Second Loan Documents".

D. Lender has previously established a line of credit for the benefit of Enterprises in the maximum outstanding principal amount of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) (the "Third Loan"). In order to evidence and secure Enterprises' indebtedness to Lender for the Third Loan, Enterprises executed and delivered a Promissory Note in favor of Lender dated as of April 8, 2005, in the original principal amount of \$150,000.00 (the "Third Note"), which Third Note is secured, in whole or in part, by substantially all of Enterprises' personal property (the "Third Loan Collateral"), as evidenced by and more particularly described in that certain Commercial Security Agreement dated as of April 8, 2005, executed and delivered by Enterprises to Lender. All of the foregoing documents and instruments, together with the Third Note and all of the other documents and instruments executed in connection with the Third Loan are hereinafter collectively referred to as the "Prior Third Loan Documents".

E. Lender has previously made a term loan to Development in the original principal amount of FIVE HUNDRED SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$575,000.00) (the "Fourth Loan"), pursuant to that certain Business Loan Agreement dated as of August 25, 2003, by and between Lender and Development (the "Fourth Loan Agreement"). In order to evidence and secure Development's indebtedness to Lender for the Fourth Loan, Development executed and delivered a Promissory Note in favor of Lender dated as of August 25, 2003, in the original principal amount of \$575,000.00 (the "Fourth Note"), which Fourth Note is secured, in whole or in part, by certain real property (and personal property related thereto) located in Salt Lake County, Utah, and more particularly described in attached Exhibit A-1 (the "Fourth Loan Collateral"), as evidenced by that certain Deed of Trust dated as of August 25, 2003, executed and delivered by Development and recorded in the official real estate records of the Salt Lake County Recorder's office on August 26, 2003 as Entry No. 8790551 in Book 8870 at Pages 4051 *et seq.* All of the foregoing documents and instruments, together with the Fourth Note, the Fourth Loan Agreement and all other documents executed by Development in connection with the Fourth Loan, are hereinafter collectively referred to collectively as the "Prior Fourth Loan Documents".

F. Lender has previously made a term loan to Development in the original principal amount of SIXTY NINE THOUSAND AND NO/100 DOLLARS (\$69,000.00) (the "Fifth Loan"). In order to evidence and secure Development's indebtedness to Lender for the Fifth Loan, Development executed and delivered a Promissory Note in favor of Lender dated as of December 21, 2004, in the original principal amount of \$69,000.00 (the "Fifth Note"), which Fifth Note is secured, in whole or in part, by certain real property (and personal property related

thereto) located in Salt Lake County, Utah, and more particularly described in attached Exhibit A-2 (the "Fifth Loan Collateral"), as evidenced by that certain Deed of Trust dated as of December 21, 2004, executed and delivered by Development and recorded in the official real estate records of the Salt Lake County Recorder's office on January 3, 2005 as Entry No. 9265139 in Book 9080 at Pages 1753 *et seq.* All of the foregoing documents and instruments, together with the Fifth Note and all other documents executed by Development in connection with the Fifth Loan, and any subsequent amendments and renewals thereof, are hereinafter collectively referred to collectively as the "Fifth Loan Documents".

G. Lender has previously made a term loan to Development in the original principal amount of TWO HUNDRED FIFTY EIGHT THOUSAND EIGHT HUNDRED FIFTEEN AND NO/100 DOLLARS (\$258,815.00) (the "Sixth Loan"). In order to evidence and secure Development's indebtedness to Lender for the Sixth Loan, Development executed and delivered a Promissory Note in favor of Lender dated as of August 29, 2005, in the original principal amount of \$258,815.00 (the "Sixth Note"), which Sixth Note is secured, in whole or in part, by certain real property (and personal property related thereto) located in Salt Lake County, Utah, and more particularly described in attached Exhibit A-3 (the "Sixth Loan Collateral"), as evidenced by that certain Deed of Trust dated as of August 29, 2005, executed and delivered by Development and recorded in the official real estate records of the Salt Lake County Recorder's office on September 2, 2005 as Entry No. 9480620 in Book 9183 at Pages 5993 *et seq.* All of the foregoing documents and instruments, together with the Sixth Note and all other documents executed by Development in connection with the Sixth Loan, and any subsequent amendments and renewals thereof, are hereinafter collectively referred to collectively as the "Sixth Loan Documents".

H. Enterprises has requested that Lender modify the terms of the Prior Third Loan Documents to increase the maximum outstanding amount of the Third Loan to THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00), to be evidenced by a replacement Business Loan Agreement, replacement Promissory Note and replacement Commercial Security Agreement, each dated as of October 13, 2006, executed and delivered by Enterprises to Lender. All of the foregoing documents and instruments, together with the Prior Third Loan Documents as amended thereby, and all of the other documents and instruments executed in connection with the modification of the Third Loan, and any subsequent amendments and renewals thereof, are hereinafter collectively referred to as the "Third Loan Documents".

I. Development has requested that Lender modify the terms of the Prior Fourth Loan Documents to change the interest rate under the Fourth Note, to be evidenced by a replacement Promissory Note dated as of October 13, 2006, executed and delivered by Development, and a Modification of Deed of Trust of even date therewith, executed and delivered by Development, to be recorded on or about the date hereof in the official real estate records of the Salt Lake County Recorder's office. All of the foregoing documents and instruments, together with the Prior Fourth Loan Documents as modified thereby, and all of the other documents and instruments executed in connection with the modification of the Fourth Loan, and any subsequent amendments and renewals thereof, are hereinafter collectively referred to as the

"Fourth Loan Documents"; the Fourth Loan Documents, together with the Fifth Loan Documents and the Sixth Loan Documents, are hereinafter collectively referred to as the "Development Loan Documents"; the Fourth Loan as modified, the Fifth Loan, and the Sixth Loan, are hereinafter collectively referred to as the "Development Loans"; and the Fourth Loan Collateral, the Fifth Loan Collateral and the Sixth Loan Collateral are hereinafter collectively referred to as the "Development Collateral".

J. Enterprises has requested that Lender establish a new non-revolving lease line of credit for the benefit of Enterprises in the maximum outstanding principal amount of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) (the "Seventh Loan"), pursuant to that certain Business Loan Agreement dated as of October 13, 2006, by and between Lender and Enterprises (the "Seventh Loan Agreement"). In order to evidence and secure Enterprises' indebtedness to Lender for the Seventh Loan, Enterprises executed and delivered a Promissory Note in favor of Lender dated as of October 13, 2006, in the original principal amount of \$150,000.00 (the "Seventh Note"), which Seventh Note is secured, in whole or in part, by all of Enterprises' equipment and inventory (the "Seventh Loan Collateral"), as evidenced by and more particularly described in that certain Commercial Security Agreement dated as of October 13, 2006, executed and delivered by Enterprises to Lender. All of the foregoing documents and instruments, together with the Seventh Note, the Seventh Loan Agreement and all of the other documents and instruments executed in connection with the Seventh Loan and any subsequent amendments and renewals thereof, are hereinafter collectively referred to as the "Seventh Loan Documents"; the Seventh Loan Documents, together with the First Loan Documents, the Second Loan Documents and the Third Loan Documents, are hereinafter collectively referred to as the "Enterprises Loan Documents", the Seventh Loan, the First Loan, the Second Loan and the Third Loan as modified, are hereinafter collectively referred to as the "Enterprises Loans"; and the Seventh Loan Collateral, the First Loan Collateral, the Second Loan Collateral and the Third Loan Collateral are hereinafter collectively referred to as the "Enterprises Collateral".

K. In connection with the modification of the Third Loan, the modification of the Fourth Loan, and the establishment of the Seventh Loan, each of Enterprises and Development has agreed to execute this Agreement to provide Lender with additional security by providing that the collateral securing each of the loans described above shall secure all of the loans collectively, and that a default under the terms of any of the loans will constitute a default under the obligations set forth in each of the loan documents collectively.

NOW, THEREFORE, with reference to the foregoing recitals and in reliance thereon, and in consideration of the mutual covenants of the parties hereto and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

TERMS

1. **Cross-Collateralization.**

(a) Enterprises hereby agrees that the security interests in the Enterprises Collateral granted by Enterprises to Lender under the respective Enterprises Loan Documents, together with all extensions, modifications or renewals thereof, shall constitute and serve as security for the all of the indebtedness and obligations under both (i) all of the Enterprises Loan Documents and (ii) all of the Development Loan Documents, notwithstanding the fact that each of the Enterprises Loan Documents may not refer to all of the Enterprises Collateral, the other Enterprises Loan Documents, the Development Collateral, the Development Loans, or the Development Loan Documents.

(b) Development hereby agrees that the security interests in the Development Collateral granted by Development to Lender under the respective Development Loan Documents, together with all extensions, modifications or renewals thereof, shall constitute and serve as security for the all of the indebtedness and obligations under both (i) all of the Development Loan Documents and (ii) all of the Enterprises Loan Documents, notwithstanding the fact that each of the Development Loan Documents may not refer to all of the Development Collateral, the other Development Loan Documents, the Enterprises Collateral, the Enterprises Loans, or the Enterprises Loan Documents.

2. **Cross-Default.**

(a) A default by Enterprises under the terms and obligations of any of the Enterprises Loan Documents shall constitute a default under all of the Enterprises Loan Documents and all of the Development Loan Documents.

(b) A default by Development under the terms and obligations of the Development Loan Documents shall constitute a default under all of the Development Loan Documents and all of the Enterprises Loan Documents.

IN WITNESS WHEREOF, this Agreement is executed and delivered as of the date and year first above written.

ENTERPRISES:

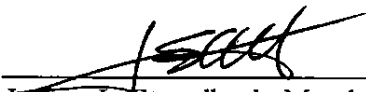
STREADBECK ENTERPRISES, INC.,
a Utah corporation

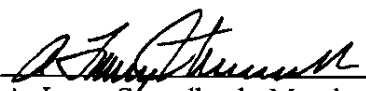
By: _____



Jeffrey L. Streadbeck, President

DEVELOPMENT:

STREADBECK DEVELOPMENT, L.L.C.,
a Utah limited liability company

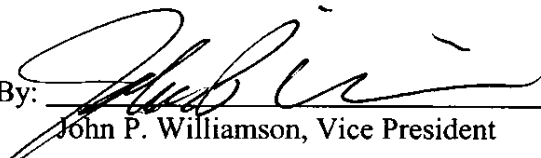
By: 
Jeffrey L. Streadbeck, Member

By: 
A. Larry Streadbeck, Member

By: 
David Q. Streadbeck, Member

LENDER:

KEYBANK NATIONAL ASSOCIATION

By: 
John P. Williamson, Vice President


ACKNOWLEDGMENT AND CONSENT

Each of the undersigned, as a guarantor of some or all of the obligations of Enterprises and/or Development to Lender, hereby acknowledges receipt of the foregoing Cross-Collateralization and Cross-Default Agreement and consents to all the terms and changes set forth therein. Capitalized terms used in this Acknowledgment and Consent that are not defined herein shall have the meanings given to them in the Cross-Collateralization and Cross-Default Agreement. Each of the undersigned hereby ratifies and reaffirms his or its obligations under each of his or its respective guaranties in all respects regardless of any action or failure to act by Lender under the Cross-Collateralization and Cross-Default Agreement or under any of the Enterprise Loan Documents or the Development Loan Documents, and acknowledges that such Guaranty continues without interruption and is in full force and effect. Each of the undersigned further acknowledges and agrees that he or it shall continue to absolutely and unconditionally guaranty the obligations, liabilities, indebtedness, and undertakings of Enterprises and/or Development, as the case may be, all as supplemented and amended by the foregoing Cross-Collateralization and Cross-Default Agreement, in accordance with the terms and provisions of each of his or its respective guaranties.


Each of the undersigned acknowledges that Lender is relying on its execution of this Acknowledgment and Consent as a condition to entering into the Cross-Collateralization and Cross-Default Agreement, and does hereby waive notice of acceptance of this Acknowledgment and Consent by Lender.

Executed as of October 13, 2006.

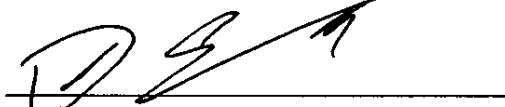
GUARANTORS:



Jeffrey L. Streadbeck



A. Larry Streadbeck



David Q. Streadbeck

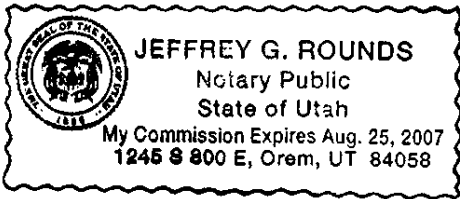
STREADBECK ENTERPRISES, INC.,
a Utah corporation

By: 

Jeffrey L. Streadbeck, President

STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake)

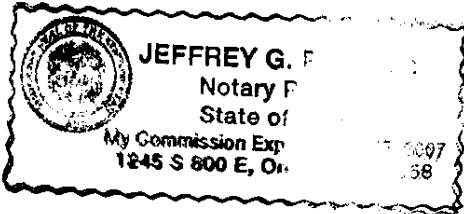
The foregoing instrument was acknowledged before me this 20 day of October, 2006 by Jeffrey L. Streadbeck, the President of STREADBECK ENTERPRISES, INC., a Utah corporation.



Jeffrey G. Rounds
Notary Signature and Seal

STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake)

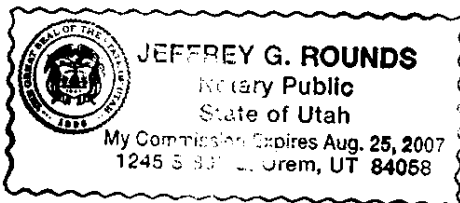
The foregoing instrument was acknowledged before me this 20 day of October, 2006 by Jeffrey L. Streadbeck, a member of STREADBECK DEVELOPMENT, L.L.C., a Utah limited liability company.



Jeffrey G. Rounds
Notary Signature and Seal

STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake)

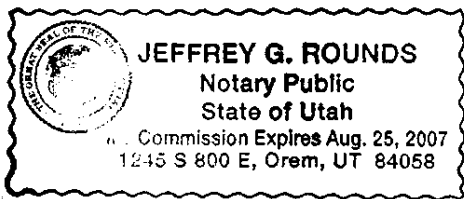
The foregoing instrument was acknowledged before me this 20 day of October, 2006 by A. Larry Streadbeck, a member of STREADBECK DEVELOPMENT, L.L.C., a Utah limited liability company.



Jeffrey G. Rounds
Notary Signature and Seal

STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake)

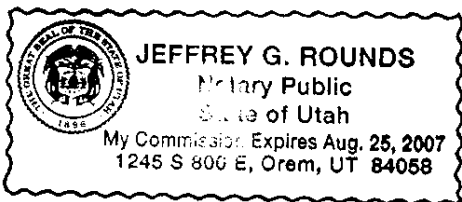
The foregoing instrument was acknowledged before me this 20 day of October, 2006 by A. Larry Streadbeck, a member of STREADBECK DEVELOPMENT, L.L.C., a Utah limited liability company, and in his individual capacity.



Jeffrey G. Rounds
Notary Signature and Seal

STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 20 day of October, 2006 by David Q. Streadbeck, a member of STREADBECK DEVELOPMENT, L.L.C., a Utah limited liability company, and in his individual capacity.



Jeffrey G. Rounds
Notary Signature and Seal

EXHIBIT "A-1"

(Legal Description)

PROPERTY located in Salt Lake County, Utah, and more particularly described as follows:

PARCEL 1

BEGINNING on the Northerly right of way line of 900 South Street, said point being South 00° 08' 08" East 1898.90 and North 89° 55' 58" West 694.47 feet and North 89° 58' 42" West 961.59 feet from the North quarter corner of Section 9, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence North 89° 58' 42" West 158.39 feet; thence North 00° 02' 00" West 278.38 feet; thence South 89° 58' 42" East 158.39 feet; thence South 00° 02' 00" East 278.38 feet to the point of beginning.

#15-09-151-004

PARCEL 2

BEGINNING on the Northerly right of way line of 900 South Street, said point being South 00° 08' 08" East 1898.90 and North 89° 55' 58" West 694.47 feet and North 89° 58' 42" West 961.59 feet from the North quarter corner of Section 9, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence North 89° 58' 42" West 158.39 feet; thence North 00° 02' 00" West 738.45 feet; thence South 89° 58' 42" East 158.39 feet; thence South 00° 02' 00" East 738.45 feet to the point of beginning.

LESS AND EXCEPTING therefrom: BEGINNING on the Northerly right of way line of 900 South Street, said point being South 00° 08' 08" East 1898.90 and North 89° 55' 58" West 694.47 feet and North 89° 58' 42" West 961.59 feet from the North quarter corner of Section 9, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence North 89° 58' 42" West 158.39 feet; thence North 00° 02' 00" West 278.38 feet; thence South 89° 58' 42" East 158.39 feet; thence South 00° 02' 00" east 278.38 feet to the point of beginning.

#15-09-151-005

EXHIBIT "A-2"

(Legal Description)

PROPERTY located in Salt Lake County, Utah, and more particularly described as follows:

Beginning on the Northerly right of way line of 900 South Street, said point being South 00 deg. 08' 08" East 1898.90 feet and North 89 deg. 55'58" West 694.47 feet and North 89 deg. 58'42" West 961.59 feet from the North quarter corner of Section 9, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 89 deg. 58'42" West 158.39 feet; thence North 00 deg. 02'00" West 738.45 feet; thence South 89 deg. 58'42" East 158.39 feet; thence South 00 deg. 02'00" East 738.45 feet to the point of beginning.

EXHIBIT "A-3"

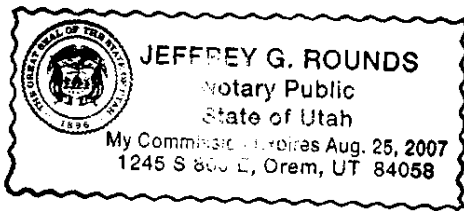
(Legal Description)

PROPERTY located in Salt Lake County, Utah, and more particularly described as follows:

Beginning on the quarter section line at a point North 89°52'23" East (North 89°53'10" East, area reference plat) 878.71 feet from the West quarter corner of Section 9, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 0°04'24" East 686.81 feet to chain link fence on the South right-of-way line of 900 South Street; thence South 89°55'36" East along said right-of-way line 299.33 feet; thence South 0°04'24" West 685.06 feet to the said quarter section line; thence South 89°52'33" West 299.33 feet, more or less, to the point of beginning.

STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake

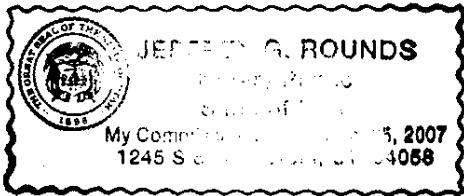
The foregoing instrument was acknowledged before me this 20 day of October, 2006 by David Q. Streadbeck, a member of STREADBECK DEVELOPMENT, L.L.C., a Utah limited liability company.



Jeffrey G. Rounds
Notary Signature and Seal

STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake

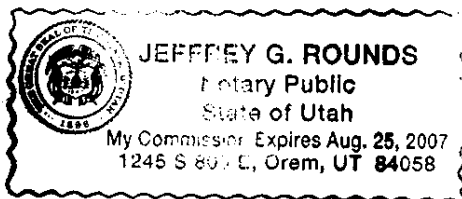
The foregoing instrument was acknowledged before me this 20 day of October, 2006 by John Williamson, a Vice President of KEYBANK NATIONAL ASSOCIATION.



Jeffrey G. Rounds
Notary Signature and Seal

STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 20 day of October, 2006 by Jeffrey L. Streadbeck, a member of STREADBECK DEVELOPMENT, L.L.C., a Utah limited liability company, and in his individual capacity.



Jeffrey G. Rounds
Notary Signature and Seal