



WHEN RECORDED MAIL TO:

Steven S. Poindexter
Lewis Rice LLC
600 Washington Avenue, Suite 2500
St. Louis, Missouri 63101
FATCO NCS-792977-M-ai

(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY)

**FIRST AMENDMENT TO OPEN-END MORTGAGE, ASSIGNMENT OF
RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING
(WITH POWER OF SALE)**

THIS FIRST AMENDMENT TO OPEN-END MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING ("**First Amendment**") is effective as of March 27, 2019 by and between TKG SUGARLAND VILLAGE, L.L.C., a Missouri limited liability company ("**Mortgagor**"); and BANK OF AMERICA, N.A., a national banking association, as "Administrative Agent" under that certain Loan Agreement for the benefit of the Lenders (together with its successors and assigns, "**Mortgagee**") securing the aggregate principal amount of One Hundred Million and No/100 Dollars (\$100,000,000.00), the Promissory Note in the principal face amount of Sixty Six Million Five Hundred Twenty Five Thousand and No/100 Dollars (\$66,525,000.00) (the "**Note**"), and those obligations of Mortgagor, TKG Country Hills, L.L.C., a Missouri limited liability company, TKG Riverside Plaza, L.L.C, a Missouri limited liability company, and TKG Sugarland Village, L.L.C, a Missouri limited liability company (collectively "**Borrower**") under the Note and Loan Documents.

WHEREAS, Lenders made a loan ("**Loan**") to Borrower evidenced by the Note and Loan Documents. The Note and obligations under the Loan Documents are secured by, among other things, that certain Open-End Mortgage, Assignment of Rents and Leases, Security Agreement, and Fixture Filing dated February 9, 2016 with an effective date of February 17, 2016, executed by Mortgagor in favor of Mortgagee and recorded in the Sheridan County, Wyoming Real Estate records ("**Official Records**") on February 18, 2016 in Book 923 at Page 289 (the "**Mortgage**") as a lien against the real property legally described as follows:

Real property in the City of Sheridan, County of Sheridan, State of Wyoming, described as follows:

Lot 2, Sugarland Marketplace II Subdivision, a subdivision located in the City of Sheridan, Sheridan County, Wyoming as recorded in Drawer S, Plat #136 in the Office of the Sheridan County Clerk.

Lot 1, Sugarland Marketplace III Subdivision, a subdivision located in the City of Sheridan, Sheridan County, Wyoming as recorded in Drawer S, Plat #144 in the Office of the Sheridan County Clerk.

Lot 1 and 2, Sugarland Marketplace IV Subdivision, a subdivision located in the City of Sheridan, Sheridan County, Wyoming as recorded in Drawer S, Plat #145 in the Office of the Sheridan County Clerk.

carrying tax identification numbers of Parcel No. 33938, Parcel No. 00R0029051, Parcel No. 00R0029052, Parcel No. 00R0029053, respectively; commonly known as Sugarland Village Shopping Center, Sheridan, WY.

WHEREAS, Mortgagor has requested that Mortgagee modify the Notes and Mortgage to extend the maturity date of the Notes and to amend the terms of the Mortgage. Mortgagee has agreed to such request, but only upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The maturity date of the Note has been extended and, in accordance therewith, the obligations associated with and secured by this Mortgage are hereby extended and shall now mature on August 15, 2019. Any further extensions, renewals, or modifications of the Maturity Date are readily ascertainable from the Note and related loan documents.

2. Notwithstanding anything in the Mortgage or in any other Loan Documents to the contrary, the Mortgage does not grant, and is hereby modified to remove, any security interest in Movable Personal Property, and any lien or security interest on any Movable Personal Property previously granted to Mortgagee is hereby released and terminated.

3. Section 1.2 of the Mortgage is hereby amended to add the following new definitions thereto in proper alphanumeric order:

“Accounts” means all accounts of Mortgagor within the meaning of the Uniform Commercial Code of the State, derived from or arising out of the use, occupancy or enjoyment of the Property or for services rendered therein or thereon.

“Movable Personal Property” means any item of tangible personal property owned by Borrower that is not a fixture or otherwise affixed or to become affixed to the Real Property. By way of example but not in limitation, Movable Personal Property would include desks, chairs and other furniture, curtains, portable dishwashers and portable microwave ovens, clothes washers and dryers and other portable equipment, and inventory.

“Real Property” means the Premises.

“Personalty” means all personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, in which Mortgagor now has or hereafter acquires an interest and which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of,



the Property, including (a) the Accessories; (b) the Accounts; (c) all franchise, license, management or other agreements with respect to the operation of the Real Property or the business conducted therein (provided all of such agreements shall be subordinate to this Mortgage, and Mortgagee shall have no responsibility for the performance of Mortgagor's obligations thereunder) and all general intangibles (including payment intangibles, trademarks, trade names, goodwill, software and symbols) related to the Real Property or the operation thereof; (d) all sewer and water taps, appurtenant water stock or water rights, allocations and agreements for utilities, bonds, letters of credit, letter-of-credit rights, permits, certificates, licenses, guaranties, warranties, causes of action, judgments, Claims, profits, security deposits, utility deposits, deposits or escrows for taxes, insurance or other matters, and all rebates or refunds of fees, Taxes, assessments, charges or deposits paid to any governmental authority related to the Real Property or the operation thereof; (e) all of Mortgagor's rights and interests under all Swap Contracts, including all rights to the payment of money from Mortgagee (or its affiliate) under any Swap Contract and all accounts, deposit accounts and general intangibles, including payment intangibles, described in any Swap Contract; (f) all insurance policies held by Mortgagor with respect to the Property or Mortgagor's operation thereof; and (g) all money, instruments, chattel paper, or mortgages and documents (whether tangible or electronic) arising from or by virtue of any transactions related to the Property, and all deposits and deposit accounts of Mortgagor with Mortgagee related to the Property, including any such deposit account from which Mortgagor may from time to time authorize Mortgagee to debit and/or credit payments due with respect to the Loan; together with all Additions to and Proceeds of all of the foregoing, but excluding any Movable Personal Property.

4. Section 1.3(b) of the Mortgage is hereby amended to read in its entirety as follows:

"(b) all fixtures, fittings, apparatus, equipment, systems, machinery, furniture, furnishings, appliances, inventory, goods, building and construction materials, supplies and other articles of personal property and replacements thereof, of every kind and character, tangible and intangible (including software embedded therein), now owned or hereafter acquired by Mortgagor, which are now or hereafter attached to, affixed to, placed upon or situated in, on or about the Land or Improvements, or used in or necessary to the complete and proper planning, development, use, occupancy or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or Improvements, and all Additions to the foregoing, but excluding the Movable Personal Property (the properties referred to in this clause (b) being herein sometimes collectively called the "Accessories," all of which are hereby declared to be permanent accessions to the Land);"



5. Section 1.4 of the Mortgage is hereby amended by adding the following sentence to the end thereof:

“Notwithstanding anything herein or in any other Loan Documents to the contrary, this Mortgage does not grant to Mortgagee a security interest in, and the terms “Property” and “Collateral” both exclude, any Movable Personal Property.”

6. All capitalized terms not otherwise defined herein shall have the meaning provided in the Loan Documents.

7. Mortgagor hereby restates and reaffirms all of the representations, warranties and covenants of Mortgage set forth in the Mortgage as modified hereby, to the same as if fully set forth herein, and the Mortgagor hereby certifies that all such representations, warranties and covenants are true and correct as of the date hereof. Mortgagor does also acknowledge and agree that the terms, conditions, and obligations of the Mortgage, as modified herein, shall continue in full force and effect.

8. This Amendment may be executed in counterparts, which counterparts together shall constitute one original, fully executed, document.

9. The provisions of this Agreement shall be constructed according to their fair meaning and neither for nor against any party hereto irrespective of which party caused such provision to be drafted. Both parties acknowledge that it has had the opportunity to be represented by an attorney in connection with the negotiation and execution of this Agreement.

10. All references to the Mortgage wherever, whenever or however contained or made are hereby deemed to be references to the Mortgage, as modified by this Agreement. This Agreement shall be governed, construed, applied and enforced in accordance with the laws of the State of Wyoming without regard to its conflict of laws and rules.

11. This Agreement shall be binding upon it and shall inure to the benefit of the parties and their successors and assigns.

IN WITNESS WHEREOF, the undersigned have each executed this First Amendment to Open-End Mortgage, Assignment of Rents and Leases, Security Agreement, and Fixture Filing as of the date first set forth above.

[signature pages follow]



BANK OF AMERICA, N.A.,
 a national banking association, as Administrative
 Agent, Mortgagee, and as a Lender

By:
 Name: Vincent P. Luongo, Jr.
 Title: Senior Vice President

STATE OF Missouri)
)
 COUNTY OF St. Louis)

On this 12th day of February, 2019, before me, the undersigned notary public, personally appeared Vincent P. Luongo, Jr., Senior Vice President of Bank of America, N.A., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized Senior Vice President of Bank of America, N.A., and acknowledged to me that he signed it voluntarily for its stated purpose on behalf and in his capacity as Senior Vice President of Bank of America, N.A.

WITNESS my hand and Notarial Seal.

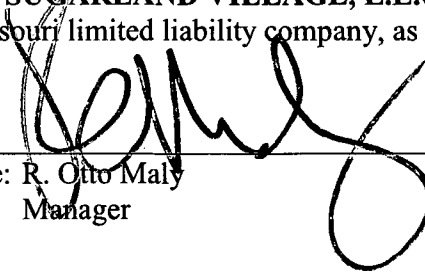
[SEAL]

Notary Public
 My Commission Expires: 2-16-2021

JENA R. LAUB
 Notary Public - Notary Seal
 State of Missouri
 Commissioned for St. Louis County
 My Commission Expires: Feb. 16, 2021
 13408383



TKG SUGARLAND VILLAGE, L.L.C.,
 a Missouri limited liability company, as Mortgagor

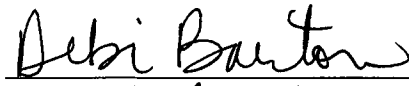
By: 
 Name: R. Otto Maly
 Title: Manager

STATE OF Missouri)
 COUNTY OF Boone)

On this 21st day of Feb., 2019, before me, the undersigned Notary Public, personally appeared R. Otto Maly, who acknowledged himself to be the Manager of TKG Sugarland Village, L.L.C., a Missouri limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized Manager of said limited liability company and acknowledged to me that he signed it voluntarily for its stated purpose on behalf and in his capacity as Manager of TKG Sugarland Village, L.L.C.

WITNESS my hand and Notarial Seal.

[SEAL]


 Notary Public DEBI BARTON
 My Commission Expires: 3/26/21

Debi Barton
Notary Public - Notary Seal
STATE OF MISSOURI
Commissioned for Boone County
My Commission Expires: 3/26/2021
ID #13450605