

Prepared By/Return To:

Steven S. Poindexter
Lewis Rice LLC
600 Washington Avenue, Suite 2500
St. Louis, Missouri 63101



2016-725084 2/18/2016 10:10 AM PAGE: **1** OF **12**
BOOK: 558 PAGE: 286 FEES: \$45.00 PK ASSIGN OF RENTS
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

NCS-752977-SLC1

[SPACE ABOVE FOR RECORDER'S USE ONLY]

ASSIGNMENT OF RENTS, LEASES, LICENSES AND CONTRACTS

by

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

to and in favor of

BANK OF AMERICA, N.A.,
a national banking association, as administrative agent,
as Mortgagee



ASSIGNMENT OF RENTS, LEASES, LICENSES AND CONTRACTS

THIS ASSIGNMENT OF RENTS, LEASES, LICENSES AND PERMITS (this "Assignment") is dated as of February 9, 2016, to be effective on February 17, 2016, from TKG SUGARLAND VILLAGE, L.L.C., a Missouri limited liability company ("Assignor") to BANK OF AMERICA, N.A., a national banking association, as administrative agent for the Lenders defined below (together with its successors and assigns, hereinafter referred to as "Assignee").

RECITALS

A. Assignor is owner of the land described on Exhibit A attached hereto (together with all present and future improvements located thereon, the "Property").

B. Pursuant to the terms of that certain Loan Agreement by and among Assignor, TKG Country Hills, L.L.C., a Missouri limited liability company ("TKG Country Hills"), TKG Riverside Plaza, L.L.C., a Missouri limited liability company ("TKG Riverside Plaza"), and TKG Powder Basin, L.L.C., a Missouri limited liability company ("TKG Powder Basin"; together with Assignor, TKG Country Hills, and TKG Riverside Plaza, the "Borrower") certain lenders (together with their respective successors and assigns, collectively, the "Lenders" and, individually, a "Lender") and Assignee (the "Loan Agreement"), Assignee and Lenders have made a \$66,525,000.00 loan to Borrower (as the same shall be extended, increased, modified, renewed and amended from time to time, the "Loan") as evidenced by Borrower's \$66,525,000 Promissory Note (as the same shall be extended, increased, modified, renewed and amended from time to time, the "Note") and as secured by, *inter alia*, Assignor's Open-End Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing (With Power of Sale) encumbering the Property (as the same shall be extended, increased, modified, renewed and amended from time to time, the "Mortgage") to Assignee, for the benefit of Lenders, both of even date herewith.

C. As a further inducement by Assignor to Assignee and Lenders for the Loan, Assignor has agreed to execute this Assignment to supplement certain provisions of the Mortgage and to sell, grant, transfer, convey, and assign to Assignee, for the benefit of Lenders, and in certain instances grant to Assignee, for the benefit of Lenders, a security interest in, the "Rents", "Leases", "Contracts", "Warranties" and "Licenses" as set forth and defined below.

AGREEMENTS

NOW, THEREFORE, in order to induce Assignee to make and disburse the proceeds of the Loan, and in consideration of the matters described in the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, intending to be legally bound hereby, agrees as follows:

1. DEFINITIONS.

(a) In addition to those terms defined in the Recitals, which are incorporated herein by reference, the following terms shall have the meaning indicated (unless the context requires otherwise):

"Contractors" shall mean the property managers, leasing agents, contractors, subcontractors, materialmen or other persons or entities who have entered into or will be entering into Contracts.



“Contracts” shall mean all present and future contracts or agreements, whether oral or written, by and between Assignor and Contractors furnishing services, labor or materials to the Property, or any portion thereof.

“Governmental Authorities” means any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, service, district or other instrumentality of any governmental entity which have issued or will issue Licenses relating directly or indirectly to the Property.

“Issuers” shall mean the persons and entities who have issued or will issue Warranties.

“Leases” shall mean (i) all present and future leases, subleases and other occupancy agreements, whether written or oral, for all or any part of the Property, (ii) together with all options therefore, (iii) all modifications, extensions, supplements and renewals thereof, (iv) all letters of credit, guarantees or surety agreements of performance thereunder, (v) all rights of extensions, rights of first refusal and purchase options granted or existing thereunder, and (vi) all other rights, claims, powers, privileges and remedies arising thereunder, including the power to exercise all rights and remedies and to give and receive all notices, consents, waivers and approvals thereunder that are reserved to or to be exercised by the landlord or sublandlord, as the case may be.

“Licenses” shall mean all present and future licenses, permits and agreements with or from Governmental Authorities relating directly or indirectly to the Property.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“Related Parties” means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives of such Person and such Person’s Affiliates.

“Rents” shall mean (i) all present and future rents (including minimum rents, additional rents, percentage rents, payments in lieu of rent, parking fees, maintenance fees, insurance and tax contributions, indemnifications, damages, common area expense reimbursements and the like), payments made in lieu of rent, issues, income, receipts, profits, revenues, avails, royalties, earnings, accounts receivable, security deposits, damages, indemnifications, causes of action, rights and benefits arising from the use, occupancy and operation of the Property, including without limitation, each and all of the foregoing arising from and under all Leases, (ii) all present and future proceeds of policies of insurance covering the loss of rent and other sums payable under Leases from any cause, including without limitation, resulting from destruction or damage to any portion of the Property, (iii) all present and future payments made or payable under any letter of credit, surety or guaranty for rent payments and other sums payable under any and all Leases, (iv) all present and future purchase or option proceeds or option extension fees from all rights of first refusal and purchase options under Leases, (v) all insurance rebates and refunds of premiums, (vi) proceeds from the termination, surrender or rejection of any Lease or from any buy-out of any such right, (vii) settlement payments made by or on behalf of any Tenant, and (viii) any and all other payments or benefits now due or which may hereafter become due under and by virtue of any of the Leases or otherwise in connection with the use, leasing, licensing, possession or operation of the Property.

“Tenants” shall mean the persons and entities who have entered into or will enter into Leases.



“Warranties” shall mean all present and future warranties, whether oral or written, from Issuers relating directly or indirectly to the Property and all improvements now or hereafter erected thereon.

(b) Wherever in this Assignment the context so requires, the singular number shall include the plural and the plural number shall include the singular, and the use of any gender shall include all genders.

(c) Any capitalized term used and not defined herein shall have the meaning given to such term in the Loan Agreement.

2. GRANTS.

(a) Assignor hereby unconditionally, absolutely and presently sells, grants, transfers, assigns, releases, and conveys to Assignee all of Assignor's right, title and interest in and to all Rents and Leases. This grant, transfer, assignment, and conveyance of Rents and Leases gives Assignee the present, unconditional and absolute right and title to the Rents and to collect, receive and use the Rents. This transfer, assignment and conveyance of Rents and Leases is to supplement, and is not in lieu of, the transfer, assignment and conveyance of the Rents and Leases granted in the Mortgage.

(b) Assignor hereby pledges, grants, sells, transfers, conveys, releases, and assigns to Assignee, for the benefit of Lenders, and also grants Assignee, for the benefit of Lenders, a security interest in: (i) all of Assignor's right, title and interest to exercise Assignor's benefits, rights and remedies under (A) all Contracts, (B) all Licenses, and (C) all Warranties, and (ii) all present and future issues, profits, revenues, causes of action rights and benefits arising from all Contracts, Warranties and Licenses and any and all extensions and renewals thereof.

(c) Assignor agrees that any Leases, Contracts, Warranties and Licenses executed or obtained by Assignor subsequent to the date hereof shall be subject to all of the terms and conditions of this Assignment.

3. TERMINATION. The term of this Assignment shall be until the Mortgage shall have been satisfied of record by Assignee, at which time this Assignment is automatically satisfied, cancelled and released without the need for any other act or the execution, delivery and recording of any document, and the termination of this Assignment shall be deemed to be and shall be a reconveyance of the Rents back to Assignor from Assignee.

4. CROSS DEFAULT. Failure of Assignor to fully and timely comply with the terms hereof shall be an Event of Default under (and as defined in) the Loan Agreement.

5. REVOCABLE LIMITED LICENSE TO COLLECT RENTS. Subject to the other terms and conditions of this Assignment, Assignee grants to Assignor a limited revocable license to collect the Rents in the place and stead of Assignee and to exercise all of Assignor's other rights, powers, privileges and remedies under the Leases and to use and enjoy same to the extent not otherwise prohibited in this Assignment; provided, however, upon the occurrence and during the continuance of an Event of Default and without any prior notice to Assignor, this limited license shall be automatically revoked and terminated and shall be null and void, and in furtherance thereof, Assignee may, with or without entering the Property and with or without the appointment of a receiver, direct the Tenants to pay all Rents to Assignee, for the benefit of Lenders, for Assignee's sole and exclusive use and to exercise all of the powers, rights, privileges and remedies under the Leases conveyed to Assignee by Assignor. After the occurrence and during the continuance of an Event of Default, all Rents then in Assignor's possession or



control shall be promptly remitted to Assignee, for the benefit of Lenders. The curing of such Event of Default, unless other Events of Default also then exist, shall entitle Assignor to recover its aforesaid license to do any such things which Assignor might otherwise do with respect to the Property and the Leases thereon and to again collect such Rents.

6. STATEMENT OF DEFAULT. Assignor agrees that the affidavit or written statement of any officer, agent or attorney of Assignee stating that there has been an Event of Default shall be *prima facie* evidence thereof and all persons and entities, including all Tenants, Issuers, Contractors and Governmental Authorities, are authorized and directed to rely thereon.

7. ENFORCEMENT OF OTHER RIGHTS.

(a) Upon the occurrence of an Event of Default, Assignee may use and enjoy, to the exclusion of Assignor, the remedies, rights and benefits of the Leases (beyond collecting the Rents), Contracts, Warranties and Licenses. In furtherance of the foregoing, Assignee may, with or without entry upon the Property and with or without the appointment of a receiver, do all or any of the following in such order from time to time as Assignee may elect: (i) exercise Assignor's rights under the Leases (beyond collecting the Rents), Warranties, Contracts and Licenses, and perform all acts in the same manner and to the same extent as Assignor might do, (ii) direct all Tenants to attorn to and recognize Assignee as landlord, and/or (iii) direct any or all Contractors, Governmental Authorities and Issuers to perform for and/or recognize Assignee.

(b) After the occurrence of an Event of Default, Assignor shall turn over to Assignee, for the benefit of Lenders, or cause its agents and employees to turnover to Assignee, all Rents that it, or its agents or employees, collects or receives.

(c) Assignor agrees not to interfere with Assignee's rights to enforce this Assignment and to collect and use the Rents, including, without limitation, notifying the Tenants to disregard the enforcement requests of Assignee. In furtherance of the foregoing, Assignor agrees that it shall not interfere in any manner with the rights and tenancies of the Tenants who pay their Rents to Assignee as requested, Assignor shall not interrupt services to be performed or provided by Assignor or its contractors to Tenants under their Leases, and Assignor shall, at all times, timely and fully comply with its obligations under the Leases.

(d) This Assignment may be specifically enforced against Assignor.

(e) Except as otherwise specifically set forth in the Loan Agreement, Assignor shall not engage any entity to operate, manage and lease the Property without first obtaining Assignee's prior written consent.

8. AFFIRMATIVE COVENANTS.

(a) Assignor shall observe, fulfill and perform each and every covenant contained in the Mortgage and/or the Loan Agreement with respect to the Leases and Rents and otherwise, all of which are incorporated by reference herein, *mutatis mutandis*, as if a part hereof.

(b) Assignor shall not grant or make any further conveyances, transfers, assignments of, pledges in and security interests in the Rents, Leases, Licenses, Contracts and Warranties without Assignee's prior written consent.



(c) Assignor shall observe, fulfill and perform each and every condition, covenant and provision of each Contract to be performed by Assignor.

(d) Assignor shall give Assignee prompt notice of any notice of default given or received by Assignor under any Contract, License or Warranty.

(e) Assignor shall enforce, short of termination, at Assignor's sole cost and expense, the performance or observance of each and every material covenant and condition in each License, Contract and Warranty to be performed by each Governmental Authority, Contractor and Issuer.

(f) Assignor shall, at Assignor's sole cost and expense, appear in and vigorously defend any action arising out of or in any manner connected with any of the Contracts, Licenses and Warranties.

(g) Assignor will not, without Assignee's prior written consent, waive or release any Contractor, Governmental Authority or Issuer from any of their obligations.

(h) Assignor shall not take any action, or fail to take any action, in connection with any Contract, License or Warranty which would materially impair the value of the rights or interests of Assignee or Assignor thereunder.

9. MANAGEMENT OF THE PROPERTY UPON AN EVENT OF DEFAULT: APPLICATION OF RENTS. Upon the occurrence and during the continuance of an Event of Default, Assignee may, with or without entry upon the Property and with or without the appointment of a receiver, at its option, take over and assume the management, operation and maintenance of the Property and perform all acts necessary and proper and expend such sums out of the amounts collected as may be necessary in connection therewith, in the same manner and to the same extent as Assignor might do. Assignor hereby releases any and all claims which it has or might have against Assignee and/or Lenders arising out of such collection, management, operation and maintenance, excepting the liability of Assignee to account for amounts collected and expended by it; provided, however, that such release shall not apply to claims against a released party for losses arising out of the gross negligence or willful misconduct of that released party. Assignee may, in connection with any and all of the foregoing powers, and without limiting the same, effect new Leases, Contracts, Licenses and Warranties, cancel or surrender existing Leases, Contracts, Licenses and Warranties, alter and amend the terms of and renew existing Leases, Contracts, Licenses and Warranties, and evict Tenants and make concessions to Tenants, Issuers, Contractors and Governmental Authorities. Assignee may apply any Rents and other amounts collected to delinquencies of interest and principal and any other amounts evidenced by the Note or secured by the Mortgage, and pay any and all charges, costs and expenses of management, operation and maintenance of the Property. Without limiting the generality of such payments, Assignee may pay for repairs and upkeep and for the operation, protection and preservation of the Property, wages and payroll taxes, compensation of managing agent and other management costs and expenses, real estate taxes and assessments, water, sewer and similar charges, insurance and workmen's compensation premiums, ground rents, customary real estate commissions, attorneys' fees and court costs. Assignee may make the foregoing application and payments, or make some and omit others, in any order as it sees fit.

10. ADVANCES ON BEHALF OF ASSIGNOR. All of the powers granted Assignee in this Assignment shall be liberally construed. Assignee need not expend its own funds in the exercise of such powers, but if it does, such amounts shall be considered as advances for and on behalf of Borrower, shall be added to the principal balance of the Note, and shall be secured by this Assignment and by the Mortgage. Any amounts so advanced shall bear interest at the "Default Rate" prescribed in the Note.



11. INDEMNIFICATION OF ASSIGNEE. Assignor agrees to observe and perform faithfully all of the obligations and agreements imposed upon Assignor under the Leases, Contracts, Licenses and Warranties, and neither Assignee nor Lenders will be deemed in any manner to have assumed the same. Assignor agrees to indemnify and to hold Assignee and Lenders harmless of, from and against any and all liabilities, losses, claims, demands or damages which it may or might incur by reason of any claims or demands against it based (a) the execution and delivery of this Assignment and Assignee's enforcement of its rights hereunder, and (b) on its alleged assumption of Assignor's duty and obligation to perform and discharge the terms, covenants and agreements in the Leases, Contracts, Licenses and Warranties. Neither Assignee nor Lenders shall be held liable or responsible in any manner whatsoever to Assignor, Tenants, Issuers, Governmental Authorities or Contractors for the performance of any action, matter or thing to be done or performed by Assignor, Tenants, Issuers, Governmental Authorities or Contractors or other failure to keep and perform any of their respective covenants under the Leases, Contracts, Licenses and Warranties, nor shall Assignee nor Lenders be responsible or liable to any of them for any matter or thing connected with the work or with any aspect of the Leases, Contracts, Licenses and Warranties. Should Assignee or Lenders incur any liability, loss or damage due to or by reason of this Assignment, any Lease, any Contract, any Warranty or in defense against any such claims or demands, the amount thereof, including costs and expenses (including reasonable attorneys' fees and costs) shall be added to the principal sum evidenced by the Note, shall bear interest at the "Default Rate" provided for in the Note and shall be secured by this Assignment and the Mortgage.

12. STATUS OF ASSIGNEE.

(a) Nothing herein contained shall be construed as making Assignee or Lenders a mortgagee-in-possession or as constituting a waiver or suspension by Assignee or Lenders of its right to enforce payment of the debt under the terms of the Note and Mortgage. Assignee shall not be a mortgagee-in-possession until Assignee has entered into actual physical possession of the Property.

(b) Notwithstanding this Assignment or any exercise by Assignee, for the benefit of Lenders, of any of Assignee's rights hereunder, or any law, usage or custom to the contrary, Assignor shall retain full responsibility for the care, control, management and repair of the Property, and Assignor hereby agrees to indemnify and defend Administrative Agent, each Lender and each Related Party of Assignee and each Lender (collectively, the "Indemnitees") against, and hold Assignee and Lenders harmless from, (i) any and all liability, loss or damage which any Indemnatee may or might incur by reason of any deficiency or alleged deficiency in the care, control, management or repair of the Property or any part thereof and (ii) any and all claims and demands whatsoever which may be asserted against any Indemnatee by reason thereof provided, however, that such indemnity shall not, as to any Indemnatee, be available to the extent that such liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses or disbursements are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnatee. Should any Indemnatee incur any liability, loss or damage described in the preceding sentence, or in defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be promptly reimbursed by Assignor to such Indemnatee and all unpaid sums shall be added to the principal sum evidenced by the Note, shall bear interest at the Default Rate provided for in the Note, and shall be secured by this Assignment and the Mortgage.

13. ENFORCEMENT OF REMEDIES. This Assignment may be enforced from time to time by Assignee at its discretion, with or without order of any court and with or without appointment of a receiver, as Assignee shall determine. Assignee may also at any time cease to enforce this Assignment,



and may direct the Tenants to resume Rent payments to Assignor. Any failure on the part of Assignee promptly to exercise any option hereby given or reserved shall not prevent the exercise of any such option at any time thereafter. Assignee may pursue and enforce any remedy or remedies accorded it herein independently of, in conjunction or concurrently with, or subsequent to its pursuit and enforcement of any remedy or remedies which it may have under the Note or Mortgage.

14. NO MERGER. The acquisition by a Tenant in any manner whatsoever of the Property, or any part or any interest therein, shall not cause, or operate as, a merger of the leasehold estate with the fee simple title.

15. RENTS ATTRIBUTABLE SOLELY TO THE PROPERTY. All Rents shall be deemed to be "rents" for the use and occupancy of the Property and none of the Rents shall be ascribed to the lease or rental of any chattels.

16. REPRESENTATIONS. As of the date hereof, Assignor represents and warrants that:

(a) Assignor hereby makes each and every representation and warranty contained in the Mortgage and/or the Loan Agreement with respect to the Leases and Rents, all of which are incorporated by reference herein, *mutatis mutandis*, as if a part hereof.

(b) Except as granted in the Mortgage or as otherwise disclosed in the Loan Agreement, Assignor has not made any other conveyances, transfers or assignments of, or granted any other security interest in or pledges of, the Leases, Rents, Contracts, Licenses and Warranties.

(c) Assignor has title to and full right to assign the Rents, Leases, Contracts, Licenses and Warranties and no other party but Assignor has any right, title or interest therein.

(d) To Assignor's knowledge, no "default", "event of default" or event which, with the giving of notice or passage of time, or both, will cause a "default" or "event of default", has occurred under or with respect to any or Contract.

(e) To Assignor's knowledge, no event has occurred which has or will terminate, suspend or revoke any License or Warranty.

17. MISCELLANEOUS.

(a) This Assignment and the covenants and agreements herein shall be binding upon and shall inure to the benefit of Assignor, Assignee, Lenders, and their respective personal representatives, heirs, legatees, devisees, executors, administrators, successors and assigns.

(b) This Assignment shall be governed by the Laws of the State of Wyoming, without regard to its conflicts of laws principles.

(c) All times shall be of the essence hereunder.

(d) Should Assignee elect to exercise any and all of the rights and remedies under the Contracts, Assignor shall use its best efforts to cause the Contractors to fully comply with all the terms and conditions of the Contracts.

(e) Assignee shall have the right to assign Assignor's right, title and interest in all of the collateral described in this Assignment to any subsequent holder of the Note and Mortgage.



Any subsequent assignee shall have all the rights and powers of Assignee as provided in this Assignment.

(f) Assignee shall have the authority, as Assignor's attorney-in-fact (such authority being coupled with an interest and irrevocable), to sign Assignor's name and to bind Assignor on all paper and documents necessary to effectuate the powers, rights and remedies granted Assignee in this Assignment.

(g) Any change, amendment, modification, release or cancellation of this Assignment, or any provision hereof, shall only be effective if in a written instrument signed by Assignee.

(h) If any provision of this Assignment violates any applicable Law, it shall not render the remainder of this Assignment invalid, unenforceable and/or void.

(i) Upon the written request of Assignee, Assignor will transfer and assign to Assignee, for the benefit of Lenders, any and all specific Leases that Assignee requests (on essentially the same substantive terms as set forth in this Assignment).

(j) Notwithstanding any agreement, law, custom or usage to the contrary, Assignor hereby assigns to Assignee, for the benefit of Lenders, any award made hereafter to it in any court procedure involving any of the Tenants in any bankruptcy, insolvency, or reorganization proceedings in any state or Federal court; and any and all payments made by the Tenants in lieu of Rent. Assignor hereby irrevocably appoints Assignee its attorney-in-fact to appear in any action and/or to collect any such award or payment. All such awards and payment shall promptly remitted to Assignor unless an Event of Default has occurred and is continuing, in which case such amounts shall be applied to delinquencies of interest and principal and any other amounts evidenced by the Note or secured by the Mortgage, and pay any and all charges, costs and expenses of management, operation and maintenance of the Property. Without limiting the generality of such payments, Assignee may pay for repairs and upkeep and for the operation, protection and preservation of the Property, wages and payroll taxes, compensation of managing agent and other management costs and expenses, real estate taxes and assessments, water, sewer and similar charges, insurance and workmen's compensation premiums, ground rents, customary real estate commissions, attorneys' fees and court costs. Assignee may make the foregoing application and payments, or make some and omit others, in any order as it sees fit.

(k) Assignee may take or release other security, may release any party primarily or secondarily liable for any obligations secured hereby, may grant extensions, renewals or indulgences with respect to such obligations, and may apply any other security therefor held by them to the satisfaction of such obligations without prejudice to any of its rights hereunder. The rights of Assignee to collect said obligations and to enforce any other security therefor held by them may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action by them hereunder. The failure of Assignee to avail itself of any of the terms, covenants and conditions hereof shall not be construed or deemed to be a waiver of any rights or remedies hereunder. Assignee, for the benefit of Lenders, shall have the full right, power and authority to enforce this Assignment or any of the terms, covenants or conditions hereof, at any time or times that Assignee shall deem fit.

(l) This Assignment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may



execute this Assignment by signing any such counterpart. Any signature delivered via facsimile, photocopy, or pdf shall be deemed an original signature hereto.

(m) In the event that the terms and conditions set forth in this Assignment conflict with the terms and conditions set forth in the Mortgage, the terms and conditions set forth in the Mortgage will control, provided however, that the license set forth in this Assignment shall continue in full force and effect and nothing contained in the Mortgage shall, in any respect, diminish or replace the license contained in this Assignment.

18. NOTICES. Notices and other communications required to be given under this Assignment shall be by hand-delivery, recognized overnight courier service (i.e., Federal Express) or postpaid, registered or certified mail, return receipt requested, addressed and deemed effective as provided in the Note and Mortgage.

{signature page immediately follows}



[SIGNATURE PAGE TO ASSIGNMENT OF RENTS, LEASES, LICENSES AND CONTRACTS
(SUGARLAND VILLAGE)]

IN WITNESS WHEREOF, intending to be legally bound hereby, Assignor has caused this
Assignment to be executed under seal as of the date first above written.

ASSIGNOR:

TKG Sugarland Village, L.L.C.,
a Missouri limited liability company

By:

Name: R. Otto Maly

Title: Manager

STATE OF Missouri }
COUNTY OF Boone } : ss

ON THIS, the 9th day of February, 2016, before me, the undersigned Notary Public of said
State or Commonwealth, 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, by signing the name of the limited liability company by
himself as Manager.

WITNESS my hand and Notarial Seal.

[SEAL]

Notary Public

My Commission Expires: 3/26/17





2016-725084 2/18/2016 10:10 AM PAGE: **12** OF **12**
BOOK: 558 PAGE: 297 FEES: \$45.00 PK ASSIGN OF RENTS
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

EXHIBIT A

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.