


WHEN RECORDED MAIL TO:

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

  
**2023-784296** 3/2/2023 3:39 PM PAGE: 1 OF 5  
FEES: \$24.00 PK AMENDED MORTGAGE  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

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

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

THIS THIRD AMENDMENT TO OPEN-END MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (“**Third Amendment**”) is effective as of August 15, 2022 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 “**Original 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.

First American Title Accommodation  
Recording Assumes No Liability

carrying the following identification numbers, respectively: (1) Parcel 568435459000225, Account No. R0029051, Tax ID No. 00R0029051; (2) 56843546000125, Account No. R0029968, Tax ID No. 0000033938; and (3) Parcel No 56843546100225, Account No. R0030260, Tax ID No. 0000034222 and Parcel No. 56843546100225, Account No. R0030261, Tax ID No. 0000034223; commonly known as Sugarland Village Shopping Center, Sheridan, WY.

**WHEREAS**, the Original Mortgage was modified by that certain First Amendment thereto dated as of March 27, 2019 between Mortgagor and Mortgagee and recorded in the Official Records on March 29, 2019 in Book 999 at Page 370 (the “**First Amendment**”), and that certain Second Amendment thereto dated as of September 27, 2019 between Mortgagor and Mortgagee and recorded in the Official Records on October 7, 2019 in Book 1013 at Page 740 (the “**Second Amendment**”); the Original Mortgage, as amended by the First Amendment and the Second Amendment is referred to herein as the “**Mortgage**”).

**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, 2023. Any further extensions, renewals, or modifications of the Maturity Date are readily ascertainable from the Note and related loan documents.

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

3. Mortgagor hereby restates and reaffirms all of the representations, warranties and covenants of Mortgagor 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.

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

5. 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.


6. 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.

7. 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 Third 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: Bryan Frese  
Title: Senior Vice President

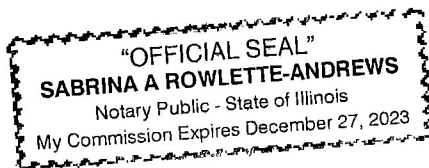
STATE OF ILLINOIS                    )  
  )  
COUNTY OF COOK                    )

On this 8<sup>th</sup> day of November, 2022, before me, the undersigned notary public, personally appeared Bryan Frese, 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]

Sabrina A. Rowlette Andrew  
Notary Public  
My Commission Expires: 12/27/2023



TKG POWDER BASIN, L.L.C.,  
a Missouri limited liability company, as Mortgagor

By: [Signature]  
Name: R. Otto Maly  
Title: Manager

STATE OF Missouri )  
COUNTY OF Boone )

On this 27th day of September, 2022, before me, the undersigned Notary Public, personally appeared R. Otto Maly, who acknowledged himself to be the Manager of TKG Powder Basin, 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 Powder Basin, L.L.C.

WITNESS my hand and Notarial Seal.

[SEAL]

[Signature]  
Notary Public  
My Commission Expires: 3/26/2025

DEBI BARTON  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Comm. Number 13450605  
Boone County  
My Commission Expires: Mar. 26, 2025

**NO. 2023-784296 AMENDED MORTGAGE**  
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK  
First American Title Insurance Com 215 S State St Ste 380  
Salt Lake City UT 84111-2371