



2023-786488 7/6/2023 3:34 PM PAGE: 1 OF 6
FEES: \$31.00 PK MODIFICATION OF MORTGAGE
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Return Address:
AgWest Farm Credit, FLCA - Twin Falls
406 Park View Loop
Twin Falls, ID 83301
Attention: Francisco Martinez

NLS-1031445 EMM

**SECOND MODIFICATION OF MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES
AND RENTS AND FIXTURE FILING**

NOTICE: THE SECURED OBLIGATIONS MAY PROVIDE FOR A VARIABLE INTEREST RATE. THE SECURED OBLIGATIONS MAY REVOLVE IF PROVIDED FOR IN THE LOAN DOCUMENTS. BORROWER MAY BORROW, REPAY AND RE-BORROW LOAN PROCEEDS PURSUANT TO THE NOTES, SUBJECT TO THE APPLICABLE TERMS OF THE LOAN DOCUMENTS.

This Second Modification of Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing (this "Modification"), dated as of June 28, 2023, is made by and between R&M COMMERCIAL PROPERTIES, LLC, a Minnesota limited liability company ("Mortgagor"), whose address is 701 Carlson Parkway, Suite 1010, Minnetonka, MN 55305, as mortgagor, and AGWEST FARM CREDIT, FLCA, successor in interest to Northwest Farm Credit Services, FLCA, a corporation organized and existing under the laws of the United States, as Collateral Agent and mortgagee ("Mortgagee") for the benefit of the Lender defined below in the Loan Agreement defined below. Mortgagee's physical address is 2001 South Flint Road, Spokane, WA 99224-9198, and mailing address is P. O. Box 2515, Spokane, WA 99220-2515

A. Mortgagor is the mortgagor and Mortgagee is the mortgagee under the Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as December 22, 2020, and recorded December 23, 2020, as Document No. 2020-764958 in the official records of Sheridan County, Wyoming, as amended by a First Modification of Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of November 7, 2022, and recorded on November 9, 2022 as Document No. 2022-782532 in the official records of Sheridan County, Wyoming (as amended, the "Mortgage"), covering the real property described on the attached Exhibit A.

B. The Mortgage secures, among other things, the payment and performance of indebtedness of certain Notes which were issued pursuant to a Master Loan Agreement dated as of September 27, 2019, among the Mortgagor and Northwest Farm Credit Services, FLCA (in various capacities) and Northwest Farm Credit Services, PCA (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

[Second Modification of Mortgage (Sheridan, WY)]
(R&M Commercial Properties, LLC/Note Nos. 6246669 & 6246668 & 6306411 & 6388426 & 6307965)

C. Mortgagee has succeeded to the interest of Northwest Farm Credit Services, FLCA, in the Loan Agreement, and AgWest Farm Credit, PCA has succeeded to the interest of Northwest Farm Credit Services, PCA in the Loan Agreement. Mortgagee and AgWest Farm Credit, PCA are referred to herein collectively as "Lender".

D. The parties to the Loan Agreement are entering into an Amendment No. 5 to Master Loan Agreement (the "Amendment No. 5") dated as of even date herewith pursuant to which the Lender has agreed to increase the revolving loan commitment available to Mortgagor to be evidenced by that certain Note (Revolving) dated the date hereof made by the Mortgagor payable to the order of Mortgagee, in the face principal amount of Ten Million and No/100 Dollars (\$10,000,000.00) (and as it may be extended, renewed, modified, amended or restated from time to time, the "Revolving Note").

E. The parties wish to acknowledge that the obligations evidenced by the Revolving Note are among the obligations secured by the Mortgage.

F. The latest maturity date of the obligations of Mortgagor under the Loan Agreement is being extended to December 1, 2037.

In consideration of the foregoing premises and for other good and valuable consideration, receipt of which is hereby acknowledged, and intending to be bound hereby, Mortgagor and Mortgagee now agree to modify the Mortgage as follows.

ARTICLE 1 AMENDMENTS

1.1 Recitals, References and Definitions.

- a. The recitals hereto are incorporated in and made a part of this Modification.
- b. All references in the Mortgage to the "Loan Agreement" are deemed references to the Loan Agreement, as amended by Amendment No. 5.
- c. All references in the Mortgage to the "Notes" shall be deemed also to include the Revolving Note.
- d. The table of Notes appearing in Section 3.1(a) of the Mortgage is hereby amended and restated as follows:

Note No.	Date of Note	Principal Amount	Final Installment Date
6246668	September 27, 2019	\$16,715,000	October 1, 2034
6306411	December 22, 2020	\$19,350,000	January 1, 2036
6388426	December 28, 2021	\$2,500,000	January 1, 2037
6307965	November 7, 2022	\$3,600,000	December 1, 2037
6246669	June 28, 2023	\$10,000,000	July 1, 2028

[Second Modification of Mortgage (Sheridan WY)]
(R&M Commercial Properties, LLC/Note Nos. 6246669 & 6246668 & 6306411 & 6388426 & 6307965)

e. All references in the Mortgage to the “Mortgage” are deemed to refer to the Mortgage as amended and supplemented by this Modification.

f. All capitalized terms used but not otherwise defined in this Modification shall have the meaning given such terms in the Mortgage.

1.2 Extension of Maturity. The Mortgage is hereby amended to provide that the Secured Obligations have a maturity date, exclusive of options to renew or extend, of not later than December 1, 2037.

ARTICLE 2 MISCELLANEOUS

2.1 Headings. Article and section headings are included in this Modification for convenience of reference only and shall not be used in construing this Modification.

2.2 Severability. Every provision of this Modification is intended to be severable. The illegality, invalidity or unenforceability of any provision of this Modification shall not in any way affect or impair the remaining provisions of this Modification, which provisions shall remain binding and enforceable.

2.3 Successors and Assigns. This Modification applies to, inures to the benefit of and binds all parties to this Modification, their heirs, legatees, devisees, administrators, executors, successors and assigns.

2.4 Counterparts. This Modification may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, Mortgagor and Mortgagee have duly executed this Modification as of the date first above written.

MORTGAGOR:

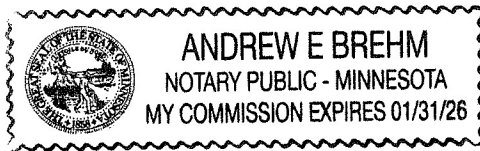
R&M Commercial Properties, LLC

By: Rodney Peter Burwell
Rodney Peter Burwell, President and Chief Executive Officer

STATE OF Minnesota)
) ss.
COUNTY Ramsey)

The foregoing instrument was acknowledged before me on this 28th day of June, 2023, by Rodney Peter Burwell, as President and Chief Executive Officer of R&M Commercial Properties, LLC, a Minnesota limited liability company.

(Seal/Stamp)



Andrew E Brehm
(signature of notarial officer)

Title (and) Rank: _____

My commission expires: 11/31/26
(month/day/year)

[Mortgagor Signature Page to Second Modification of Mortgage (Sheridan, WY)]
(R&M Commercial Properties, LLC/Note Nos. 6246669 & 6246668 & 6306411 & 6388426 & 6307965)

MORTGAGEE:

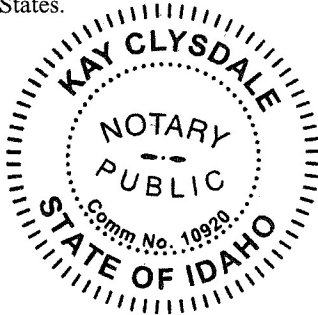
AGWEST FARM CREDIT, FLCA, as Collateral Agent and mortgagee

By: Francisco Martinez
Francisco Martinez, Vice President

STATE OF IDAHO

COUNTY OF Twin Falls

This foregoing instrument was acknowledged before me on this 29th day of June, 2023, by Francisco Martinez, the Vice President of AgWest Farm Credit, FLCA, a corporation organized and existing under the laws of the United States.



Kay Clysdale
Printed name Kay Clysdale
Notary Public for the State of Idaho
My commission expires 10/19/2024



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EXHIBIT A
PROPERTY DESCRIPTION

The Land referred to herein below is situated in the County of Sheridan, State of Wyoming, and is described as follows:

PARCEL 1:

LOT 1 OF WESCO SUBDIVISION PHASE 1, A SUBDIVISION IN SHERIDAN COUNTY, WYOMING, AS RECORDED MAY 27, 2004 IN DRAWER W, PLAT NUMBER 50.

PARCEL 2:

LOTS 1 AND 2, EMIT MINOR #1 SUBDIVISION, A SUBDIVISION IN THE CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING, RECORDED NOVEMBER 17, 2020, BOOK E, OF PLATS, PAGE 26.

[Second Modification of Mortgage (Sheridan, WY)]
(R&M Commercial Properties, LLC/Note Nos. 6246669 & 6246668 & 6306411 & 6388426 & 6307965)
Exhibit A-1

4869-3200-9311.3

NO. 2023-786488 MODIFICATION OF MORTGAGE
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
FIRST AMERICAN TITLE INSURANCE COM 200 SW MARKET ST S1
PORTLAND OR 97201-5753