



MORTGAGE

This Mortgage is entered into by **RKY Investments, LLC, a Washington limited liability company [67.125%]** and **KPS Invests, LLC, a Washington limited liability company [32.875%]**, whose principal office address is located in Pierce County, Washington, as tenants in common pursuant to those respective ownership percentages and referred to herein collectively as "Mortgagor") and **Shoppes at Coffeen, LLC, a Wyoming limited liability company**, whose principal office address is presently PO Box 701, Sheridan, Wyoming 82801 (herein referred to as "Mortgagee").

1. **Mortgage.** For good and valuable consideration, the receipt of which is hereby acknowledged, Mortgagor does hereby mortgage and warrant to Mortgagee, its successors and assigns, with power of sale, the following described property situate in Sheridan County, Wyoming which is hereafter referred to as the "Mortgaged Property":

Lots 1, 2, 3, and 4, Shoppes at Coffeen Addition to the City of Sheridan, according to the official plat filed August 15, 2007, in Book 5 at page 120, as Plat No. 583919, Sheridan County, Wyoming;

Together with all existing or subsequently erected or affixed buildings, improvements, fixtures and appurtenances located on said lands; all easements, rights of way and appurtenances; all privileges, hereditaments and appurtenances belonging to said lands or in any way pertaining thereto; all rights of access; all awards or compensation made at any time for taking or damaging by eminent domain, either permanent or temporary, of all or any part of the property described above; and all estate, title, interest, claim and demand whatsoever of Mortgagor in said lands, whether now owned or hereafter acquired.

2. **Secured Obligation.** This Mortgage is given in order to secure (a) the payment of a Promissory Note executed by Mortgagor and payable to Mortgagee in the principal amount of Five Million Dollars and no/100s (\$5,000,000.00 US), which provides for monthly payments and which provides that the entire unpaid balance of principal and interest shall be due and payable on March 5, 2033, and any extensions or renewals or modifications thereof; and, (b) the performance of Mortgagor's promises under this Mortgage between the parties.

3. **General Representations and Warranties.** Mortgagor represents, promises and warrants to Mortgagee as follows:

a. Mortgagor is the lawful owner of and has good and marketable title to the Mortgaged Property and has full power and authority to execute this Mortgage and to mortgage to the Mortgagee the Mortgaged Property and to grant to the Mortgagee a lien on the Mortgaged Property, and Mortgagor will defend the title to the Mortgaged Property against all claims and demands whatsoever.

b. The execution and delivery of this Mortgage has been duly authorized by all necessary action, and upon execution and delivery of this Mortgage, the Mortgage will be binding upon the Mortgagor according to its terms and conditions.

c. Upon recording of this Mortgage, Mortgagee will have a mortgage lien on the Mortgaged Property, free and clear of any and all other prior liens, claims, encumbrances, restrictions, encroachments, and interests.

d. All obligations which Mortgagor may have incurred in connection with the Mortgaged Property are current and not in default.

e. There is no provision in any agreement to which Mortgagor is a party or by which it is bound or in any order of any court or administrative agency to which Mortgagor is subject which prohibits the execution and delivery by Mortgagor of this Mortgage, or the performance or observance by Mortgagor of any of the terms or conditions of this Mortgage.

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f. Mortgagor is not in default in the payment of any indebtedness for borrowed money and is not in default under any instrument or agreement under and subject to which any indebtedness for borrowed money has been issued, and no event has occurred under any such instrument or agreement which with or without the lapse of time or by the giving of notice, or by both, would constitute an event of default thereunder.

g. There is legally enforceable unrestricted access to all of the Mortgaged Property.

4. Mortgagor's Obligations. Mortgagor shall:

a. Pay the Promissory Note secured by this Mortgage when and as due and perform all of Mortgagor's obligations under this Mortgage and the Promissory Note.

b. Keep and maintain the Mortgaged Property in good condition and repair and not commit or permit any waste thereon and promptly repair or restore any buildings, improvements or structures on the Mortgaged Property which may become damaged or destroyed and Mortgagee shall not, without the prior written consent of Mortgagee, remove, substantially alter, or demolish any building of material value on the Mortgaged Property;

c. Occupy and operate the Mortgaged Property in a good and husbandman like manner, and not in violation of any applicable federal, state or local laws, statutes, rules or regulations;

d. Pay promptly as and when due and payable, all expenses incurred in or arising from the operation, maintenance, occupation, inspection, protection, repair, replacement, or change of or to the Mortgaged Property;

e. Pay promptly as and when due and payable all assessments and governmental charges legally imposed upon the Mortgaged Property, before delinquency;

f. Pay all taxes and assessments upon this Mortgage and the indebtedness secured thereby, together with any other taxes and assessments which may be levied or assessed under the laws of Wyoming against Mortgagee;

g. Except as otherwise set forth herein, keep the Mortgaged Property free and clear of all liens, charges and encumbrances of every character, kind and nature whatsoever, other than taxes constituting liens but not yet due and payable and those consented to in writing by Mortgagee;

h. Procure and at all times maintain an insurance policy or policies in a form and with companies reasonably satisfactory to Mortgagee providing coverage in an amount satisfactory to Mortgagee upon the buildings, fixtures, and improvements now existing or hereafter erected or placed upon the Mortgaged Property and insuring against the perils of fire, lightning, tornado, earthquake, explosion, extended coverage, vandalism, and malicious mischief, and deliver such policies to the Mortgagee. Each policy shall provide that the insurer will not cancel, refuse to renew, or materially modify the policy without giving at least ten (10) days advance written notice to Mortgagee. Each such policy shall provide for losses to be payable to Mortgagee to the extent of its interest. Upon request Mortgagee shall provide a copy of said policies to Mortgagee. In the event of loss, Mortgagor shall give immediate notice to Mortgagee which may, but shall have no obligation to do so, make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee, instead of to Mortgagor and Mortgagee jointly. Mortgagee is hereby given full power to settle or to compromise any claims, and the insurance proceeds or any part thereof may be applied by Mortgagee, at its option, to reduce the indebtedness secured hereby (whether or not then due) or to restore or repair the property damaged. If Mortgagor fails to secure and maintain any of such insurance coverage as provided in this paragraph, Mortgagee may procure such insurance on Mortgagor's behalf, and at Mortgagor's sole cost and expense, in favor of Mortgagee alone. The coverages and amounts of insurance herein provided to be secured and maintained by Mortgagor are for the protection of Mortgagee's interest and Mortgagor

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is free to secure such additional insurance coverage relating to the Mortgaged Property as Mortgagor may in its sole discretion determine to be advisable.

i. Comply at all times with all laws, ordinances, regulations, covenants and restrictions in any manner affecting the Mortgaged Property;

j. Allow the Mortgagee to inspect the Mortgaged Property at reasonable times.

k. If the undersigned Mortgagor is more than one person or entity, then Mortgagor's obligations under this Mortgage are joint and several.

5. **Environmental Warranty.** Mortgagor represents, warrants and agrees to furnish Mortgagee on request evidence that:

a. No portion of the Mortgaged Property has been used for the production, release, storage or disposal of hazardous or toxic wastes, substances, or materials.

b. Neither Mortgagor nor any tenant or other person using or occupying the Mortgaged Property will generate, store, handle or otherwise deal with hazardous or toxic wastes, substances, or material on the Mortgaged Property.

c. Those pesticides, herbicides and other agricultural chemicals customarily used in agricultural operations of the type currently conducted on the premises have been, are, and shall be used in accordance with all applicable laws and regulations.

d. If this Mortgage is foreclosed, Mortgagor shall remove, to the satisfaction of Mortgagee, all petroleum hazardous wastes, hazardous substances, and toxic substances from the Mortgaged Property (including soil and ground water) and any adjacent property upon which any such petroleum, hazardous waste, hazardous substances, or toxic wastes or substances may be located.

e. During the term of this Mortgage, Mortgagor will deliver to Mortgagee:

i. Copies of any documents received from the United States Environmental Protection Agency and/or any state, county or municipal environmental or health agency concerning operations upon the premises and

ii. Copies of any documents submitted by Mortgagor to the United States Environmental Protection Agency and/or any state, county or municipal environmental or health agency concerning its operation on the premises.

f. Mortgagor shall indemnify, defend and hold harmless Mortgagee, its officers, directors, employees, agents, subsidiaries and affiliated companies from all fines, judgments, penalties, costs, suits, procedures, liabilities, claims and actions of any kind arising out of or in any way connected with any spills or discharges of hazardous or toxic substances, materials, or wastes or petroleum products at or on the Mortgaged Property. The obligations and liabilities of Mortgagor under this paragraph shall continue so long as the Mortgagee might be held responsible for any spills or discharges of such waste, materials, substances, or petroleum products.

g. The obligations and liabilities of Mortgagor under this paragraph shall survive any foreclosure of this Mortgage or deed given in lieu of foreclosure. Failure of the Mortgagor to abide by the terms of this paragraph may be restrained by injunction.

6. **Transfer of Ownership.** If the Mortgaged Property, or any portion thereof, or any interest therein, is or are sold, mortgaged, or conveyed prior to the time the indebtedness secured hereby shall have been paid in full, then the entire indebtedness secured by this Mortgage shall at the option of the Mortgagee become due and payable. Mortgagor agrees to provide Mortgagee with five (5) days prior written notice of any pending binding agreement to sell, mortgage or convey the premises.

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7. **Default and Remedies.** Time is of the essence. If the indebtedness secured by this Mortgage is not paid when due or is in default or if there is a default under the terms of this Mortgage, then Mortgagee shall have the following rights and remedies in addition to any other rights and remedies available to Mortgagee at law or in equity:

a. To declare the indebtedness secured by this Mortgage and all monies paid and advanced by Mortgagee under this Mortgage to be immediately due and payable and to foreclose the Mortgage to satisfy the amount of the debt, including advances, interest and costs; provided, however, Mortgagee may elect, at its sole option, to foreclose only as to the sum past due, without injury to this Mortgage or the displacement or impairment of its lien.

b. To sell the Mortgaged Property under power of sale in accordance with the laws of the State of Wyoming then in force.

c. To commence a suit or suits in equity or at law, whether for a foreclosure hereunder or for the sale of the Mortgaged Property, or for the recovery of a deficiency judgment or for the specific performance of this Mortgage or in the aid of the execution of any power of sale herein granted, or for the enforcement of any other appropriate legal or equitable remedy;

d. To sell, to the extent permitted by law, at one or more sales, as an entirety or in parcels, as the Mortgagee may elect, the real property constituting a part of the Mortgaged Property, at such place or places and otherwise in such manner and upon such notice as may be required by law, or, in the absence of any such requirements, as the Mortgagee may deem appropriate, and make conveyances to the purchaser or purchasers;

e. At the Mortgagee's election, to treat the fixtures constituting a part of the Mortgaged Property as either real property collateral or personal property collateral and proceed to exercise such rights and remedies as apply to such type of collateral;

f. To enter upon and take immediate possession of any of the Mortgaged Property and to exclude the Mortgagor and the Mortgagor's agents or employees, wholly therefrom, and to use, hold administer, manage and operate the same to the extent that the Mortgagor shall be at the time entitled and in its place and stead, and to operate the same without any liability to the Mortgagor in connection with such operations, except to use ordinary care in the operation of such properties.

g. To collect, receive, and receipt for all revenues, proceeds, rents, profits and issues generated by the Mortgaged Property, and for such purpose Mortgagor assigns, grants, bargains, conveys, mortgages, and warrants to Mortgagee as additional security all right, title, and interest in and to the following:

i. Any and all existing or future leases, subleases, licenses, guaranties, and any other written or verbal agreements for the use and occupancy of the Mortgaged Property, including, but not limited to, any extensions, renewals, modifications, or replacements (hereinafter "Leases").

ii. Any and all rents, issues, and profits, including, but not limited to, security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Mortgaged Property (hereinafter "Rents").

In the event any item listed as Leases or Rents is determined to be personal property, this Mortgage and this Assignment will also be regarded as a security agreement. Upon written request, Mortgagor will promptly provide Mortgagee with copies of any and all Leases and will certify the Leases are true and correct copies. Mortgagor may collect, receive, enjoy, and use the Rents so long as Mortgagor is not in default. Mortgagor will not collect in

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advance any Rents due in future lease periods, unless Mortgagor first obtains Mortgagee's written consent. Upon default, Mortgagor will receive any Rents in trust for Mortgagee and Mortgagor will not commingle the Rents with any other funds. When Mortgagee so directs, Mortgagor will endorse and deliver any payments of Rents from the Mortgaged Property to Mortgagee. Amounts collected will be applied at Mortgagee's option to the indebtedness secured hereby, the costs of managing, protecting, valuating, appraising, and preserving the Mortgaged Property, and any other reasonable or necessary expense. Mortgagor agrees that this is Security Instrument which is immediately effective between Mortgagor and Mortgagee. This Security Instrument will remain effective during any statutory redemption period until the indebtedness secured hereby is satisfied. Unless otherwise prohibited or prescribed by law, Mortgagor agrees that Mortgagee may take actual possession of the Mortgaged Property without the necessity of commencing any legal action or proceeding. Mortgagor agrees that actual possession of the Mortgaged Property is deemed to occur when Mortgagee notifies Mortgagor of Mortgagor's default and demands that Mortgagor and Mortgagor's tenants pay all Rents due or to become due directly to Mortgagee. Immediately after Mortgagee gives Mortgagor the notice of default, Mortgagor agrees that either Mortgagee or Mortgagor may immediately notify the tenants and demand that all future Rents be paid directly to Mortgagee. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses, and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe, and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to any Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Mortgagee. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Mortgagee may, at Mortgagee's option, enforce compliance. Mortgagor will not assign, compromise, subordinate, or encumber the Leases and Rents without Mortgagee's prior written consent. Mortgagee does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Mortgagee acts to manage, protect, or preserve the Property, except for losses and damages due to Mortgagee's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Mortgagee and hold Mortgagee harmless for all liability, loss, or damage that Mortgagee may incur when Mortgagee opts to exercise any of its remedies against any party obligated under the Leases.

h. To make repairs, to purchase machinery and equipment, and to exercise every power, right and privilege of the Mortgagor with respect to the Mortgaged Property;

i. At any time from and after commencement of an action to foreclose this Mortgage, to have a receiver for the Mortgaged Property appointed which appointment may be made either before or after any foreclosure sale, without regard to the sufficiency of the security to discharge the obligations secured by this Mortgage which receiver shall have the power to take and hold possession of the Mortgaged Property, and to hold, use, administer, manage and operate the same to the extent that the Mortgagor shall be at the time entitled and in its place and stead and shall have the right to collect, receive and receipt for all revenues, proceeds, rents, profits and issues generated by the Mortgaged Property. Mortgagor consents to the appointment of a receiver upon the showing of default without other evidence being required; and

j. To exercise and enforce any and all other rights or remedies available to the Mortgagee in equity, at law, by the agreement or otherwise.

The Mortgagor shall reimburse the Mortgagee upon demand for all costs and expenses incurred by the Mortgagee in protecting and enforcing the Mortgagee's rights and remedies under this Mortgage, including court costs and attorney's fees.

8. **Defense of Mortgage.** If any action or proceeding is commenced by any person other than the Mortgagee, to which action or proceeding the Mortgagee is made a party, whether in law or in equity, and including condemnation and bankruptcy proceedings or in which it becomes necessary to defend or uphold the lien of this Mortgage, all sums paid by the Mortgagee for the expense of any such litigation to prosecute or defend the rights and liens created by this Mortgage, including reasonable attorney's fees, shall be paid by the Mortgagor. Any such sum and the interest thereon shall be a lien on the Mortgaged Property prior to any right, title or interest in or claim upon

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the premises attaching or accruing subsequent to the lien of this Mortgage and shall be added to the principal amount intended to be secured by this Mortgage.

9. **Mortgagee's Right to Perform.** If Mortgagor fails to make any payment or to do any act or thing, or to perform any obligation required by this Mortgage, then the Mortgagee without notice to or demand upon the Mortgagor and without waiving or releasing any obligation or breach or default, may (but shall not be under any obligation to) at any time thereafter make, do, pay or perform the same in such manner and to such extent as Mortgagee in its sole discretion deems reasonably necessary or desirable to protect its security or to protect any other legitimate interest of the Mortgagee. The Mortgagee for such purposes is authorized to enter in or upon the Mortgaged Property at all reasonable times and places and to commence, appear in, or defend any action or proceeding purporting to affect its security. All such sums so paid by the Mortgagee and all costs and expenses (including without limitation, attorney's fees and court costs) so incurred shall be secured by this Mortgage and shall be paid by the Mortgagor to the Mortgagee on demand. Mortgagor waives and releases all claims or causes of action which may hereafter arise in its favor against Mortgagee as a result of Mortgagee taking any actions under this paragraph. Mortgagor shall make no claim or demand upon Mortgagee and shall initiate no proceeding against Mortgagee by reason of any action taken by Mortgagee pursuant to the authority granted in this paragraph.

10. **Impairment of Rights.** No failure or delay by the Mortgagee to insist upon the strict performance of any term, condition, covenant or agreement of this Mortgage or to exercise any right, power or remedy under this Mortgage shall constitute a waiver of any such term, condition, covenant, agreement, right, power or remedy or of any such breach or preclude the Mortgagee from exercising any such right, power or remedy at any later time or times.

Without affecting the liability of any person obligated to pay the indebtedness secured hereby, Mortgagee may, from time to time and without notice and without regard to the consideration, if any paid therefor and notwithstanding the existence at that time of any inferior liens thereon: (a) release any person liable for the payment of any of the indebtedness secured hereby, (b) extend the time or otherwise alter the terms of payment of the indebtedness secured hereby, (c) alter, substitute or release any property or collateral securing said indebtedness, or (d) accept any additional security or resort to any security in such order as Mortgagee may determine.

The taking of any additional security, execution of partial releases of security, or any extension of the time of payment of the indebtedness secured by this Mortgage or renewal of the indebtedness secured by this Mortgage shall not diminish the force, effect or lien of this Mortgage and shall not affect or impair the liability of any maker, surety, guarantor or endorser for the payment of said indebtedness. The Mortgagee shall have the right to release with or without consideration or credit on the indebtedness hereby secured any part of the Mortgaged Property without regard to the existence of any junior encumbrance and without the consent of any junior encumbrancer, and such release shall have no effect upon the priority, lien or estate conveyed in this Mortgage.

11. **Release.** Upon payment in full of the indebtedness secured by this Mortgage and upon full performance by Mortgagor of all of its duties and obligations under this Mortgage and any other document executed by Mortgagor in connection with the loan by Mortgagee to Mortgagor, the Mortgagee shall release this Mortgage without recourse or warranty at the cost and expense of the Mortgagor.

12. **Costs and Expenses.** Mortgagor will pay all costs and expenses, including reasonable attorney's fees, incurred by Mortgagee in enforcing this Mortgage or any rights of the Mortgagee under this Mortgage.

13. **Eminent Domain.** If all or any part of the Mortgaged Property is subjected to eminent domain proceedings or is condemned, Mortgagee may at its election require that all or any portion of the proceeds of the eminent domain or condemnation award be applied to the indebtedness secured by this Mortgage. Mortgagor shall immediately notify Mortgagee of the actual or threatened commencement of any condemnation or eminent domain proceedings affecting the Mortgaged Property. Mortgagor assigns to Mortgagee any award for the property taken and for damages to remaining property in connection with an actual or threatened condemnation or eminent domain proceeding, whether fully adjudicated or settled. If the Mortgagee elects to apply the proceeds of the award from the condemnation or eminent domain proceeding to the indebtedness secured hereby, Mortgagee may elect to apply that indebtedness against the payments in inverse

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order of maturity. Mortgagee shall have full authority to intervene in any condemnation or eminent domain proceeding in the name of the Mortgagor and to settle, collect and receive any award from the condemning authorities. Any condemning authority is authorized and directed to make payment directly to Mortgagee. Any expenses incurred by Mortgagee in intervening in or participating in any condemnation or eminent domain proceeding shall be reimbursed to Mortgagee first out of the proceeds. If the proceeds are applied to restoration and repair of the Mortgaged Property, the restoration or repair shall be pursuant to plans and specifications approved by Mortgagee, and the proceeds may be disbursed by Mortgagee under such safeguards as Mortgagee may reasonably require to assure completion in accordance with such plans and specifications.

14. **Application of Payments.** Except as otherwise provided by law, all payments made to Mortgagee and any amounts applied to the indebtedness secured hereby shall be applied to the various amounts secured hereby in any order Mortgagee may determine.

15. **Non-Waiver.** The entering upon and taking possession of the Mortgaged Property, the collection of rents, issues, royalties, profits, proceeds of insurance or condemnation or eminent domain awards and the application thereof to the indebtedness hereby secured shall not cure or waive any default or notice of default or invalidate any act done pursuant to such notice or extend or postpone the due date of any payment secured hereby.

16. **Homestead Exemption.** Mortgagor releases and waives all rights and benefits of the homestead exemption laws of the State of Wyoming.

17. **Successors and Assigns.** This agreement shall be binding upon the successors and assigns of the parties.

18. **Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the State of Wyoming.

19. **Severability.** If a court of competent jurisdiction finds any provisions of this Mortgage to be invalid or unenforceable, then any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; provided, however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

RKY Investments, LLC, a Washington limited liability company [67.125%] and KPS Invests, LLC, a Washington limited liability company [32.875%], as tenants in common pursuant to those respective ownership percentages.

RKY Investments, LLC, a Washington limited liability company

By: 
Richard A. Kaley, Jr., Manager
and Member

Date: 3/10/23

By: 
Karlyn GB Kaley, Manager and
Member

Date: 3/10/23

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KPS Invests, LLC, a Washington limited liability company

By: [Signature]
Richard A. Kaley, Jr., Manager
and Member

Date: 3/10/23

By: [Signature]
Karlyn GB Kaley, Manager and
Member

Date: 3/10/23

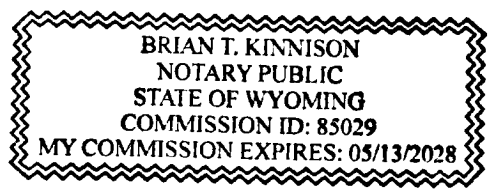
STATE OF WYOMING)
: ss.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me by Richard A. Kaley, Jr. and Karlyn GB Kaley, in their respective authorized capacities as Managers, Members and Agents of RKY Investments, LLC, a Washington limited liability company, and KPS Invests, LLC, a Washington limited liability company this 10th day of March 2023

WITNESS my hand and official seal.

[Signature]
Notary Public

My Commission Expires: 5-13-28



NO. 2023-784494 MORTGAGE
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
WILCOX AGENCY
SHERIDAN WY 82801

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