

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”) is made effective as of November 8, 2021 (“**Effective Date**”), by and between M-III LONGVIEW LLC, a Delaware limited liability company (“**Seller**”), and BOX REAL ESTATE DEVELOPMENT LLC, a Missouri limited liability company (“**Buyer**”).

IN CONSIDERATION of the mutual covenants hereinafter set forth in this Agreement, the parties hereto agree as follows:

ARTICLE I
The Property

1.1 **Description of the Property.** For the price and upon and subject to the terms, conditions and provisions herein set forth, Seller agrees to sell and convey to Buyer “**as-is, where-is and with all faults**”, and Buyer agrees to purchase from Seller “**as-is, where-is and with all faults**”, all of Seller’s right, title and interest in, to, and under the following property (collectively, the “**Property**”), subject only to the Permitted Exceptions:

(a) That certain real property in Lee’s Summit, Jackson County, Missouri (the “**City**”), described on Exhibit A, together with all rights, privileges, easements, rights-of-way and hereditaments and appurtenances thereto, and all fixtures, buildings and improvements located thereon (collectively, the “**Real Property**”) at the time of Closing (as defined in Section 5.1);

(b) [REDACTED]

[REDACTED]

(d) All assignable rights and obligations of Seller with respect to the Real Property under: (i) that certain Tax Increment Financing Contract between the City and Seller dated December 1, 2016, as amended (the “**TIF Contract**”); (ii) that certain Cooperative Agreement among the City, Seller, and the Lee’s Summit, Missouri New Longview Transportation Development District (the “**TDD**”) dated October 27, 2003, as amended (the “**TDD Cooperative Agreement**”); and (iii) that certain Cooperative Agreement among the City, the New Longview Community Improvement District (the “**CID**”), Seller and the Association dated December 10, 2019 (the “**CID Cooperative Agreement**”; together with the TIF Contract and TDD Cooperative Agreement, the “**Development Agreements**”).

(e) All of Seller’s rights under that certain Promissory Note dated September 8, 2021 given by the TDD to Seller in an amount not to exceed [REDACTED] (the “**TDD Note**”).

(f) [REDACTED]

[REDACTED]

1.2 [REDACTED]

ARTICLE II
Purchase Price; Earnest Money

2.1 **Purchase Price.** The purchase price ("**Purchase Price**") to be paid by Buyer to Seller for the Property shall be [REDACTED].

2.2 **Earnest Money.** Buyer shall deliver the sum of [REDACTED] (the "**Earnest Money**") to Assured Quality Title Company as agent for First American Title Insurance Company ("**Escrow Agent**"), by wire transfer of immediately available funds on or before the date that is two (2) Business Days (defined in Section 9.5) after Effective Date. Escrow Agent shall return the Earnest Money, less any sums due to the Escrow Agent or the Title Company (as defined in Section 3.1), to Buyer if Buyer terminates this Agreement pursuant to Section 3.4. Buyer hereby acknowledges and agrees that following the Approval Period (as defined in Section 3.3), the Earnest Money shall be non-refundable, except if Seller defaults under Section 7.1 and except as provided in Section 5.6. Escrow Agent shall hold the Earnest Money in accordance with the terms of this Agreement. If the Closing occurs as contemplated by this Agreement, the Earnest Money shall be applied against the Purchase Price at the Closing. This Agreement is contingent upon Buyer's timely payment of the Earnest Money.

2.3 **Balance of Purchase Price.** At or prior to the Closing, the amount necessary to effect payment of the Purchase Price will be adjusted for prorations as set forth in Section 5.4. Buyer shall deliver the adjusted net amount to Escrow Agent by wire transfer of immediately available funds, within sufficient time to effect Closing on the Closing Date. At Closing, Escrow Agent shall remit the net Purchase Price to Seller.

ARTICLE III
Buyer's Due Diligence

3.1 **Title Commitment.** Escrow Agent has or will cause First American Title Insurance Company ("**Title Company**") to issue and deliver to Buyer a title insurance commitment describing the Real Property ("**Title Commitment**") and all exception documents of record against the Real Property. The following are deemed to be permitted exceptions to the status of Seller's title: all taxes and general and special assessments due the year of Closing and thereafter; if Buyer does not obtain a new ALTA survey of the Property prior to expiration of the Approval Period, all matters that would be shown on an accurate survey of the Property; underground and overhead cables, lines, and utility services; all existing and applicable zoning ordinances, laws, codes, statutes, and subdivision regulations and other governmental laws, rules, codes, statutes, and regulations; all redemption rights relating to foreclosure; all liens granted

by Seller that will be released at Closing; the Development Agreements; the Declarant Rights; the Theatre Lease; and all other exceptions to title set forth in the Title Commitment as of the expiration of the Approval Period (if this Agreement is not terminated by Buyer) or otherwise approved by Buyer (collectively, the “**Permitted Exceptions**”). Notwithstanding anything to the contrary in this Agreement, (i) Seller has no obligation to cause any encumbrances or exceptions shown on the Title Commitment to be deleted or insured over (other than deeds of trust evidencing monetary liens created by Seller); and (ii) a failure of Seller to do so or otherwise resolve any objection to the Title Commitment shall not constitute a default by Seller hereunder. So long as this Agreement is in effect, Seller will not cause or permit to be recorded, without Buyer’s prior written consent, any new encumbrance, lien, security interest, easement, conveyance, obligation, covenant or any other document or instrument which constitutes a defect in or encumbrance upon the title to the Property (the foregoing, however, excludes any amendments to or recordable instruments with respect to the Development Agreements, the Declarant Rights or the Theatre Lease that are consistent with the closing conditions described in Section 5.6).

3.2 Buyer Acknowledgements.

(a)

[REDACTED]

(b)

[REDACTED]

(e)

[REDACTED]

(f)

[REDACTED]

(g)

[REDACTED]

(h) Economic Activity Taxes. Buyer acknowledges that the Real Property is a part of a tax increment financing district (“**TIF District**”) created by the City and that certain taxes generated by Buyer’s economic activities, including sales taxes, will be applied toward the costs of improvements for the development. Upon the request of the City, Buyer shall forward to the City copies of Buyer’s State of Missouri sales tax returns filed with the Missouri Department of Revenue for the Real Property located in the TIF District, and, upon request, shall provide such other reports and returns regarding other local taxes generated by Buyer’s economic activities in the TIF District as the City shall require, all in the format prescribed by them. Buyer acknowledges that the City is a third-party beneficiary of the obligations in this Section, and that the City may enforce these obligations in any manner provided by law.

(i) PILOTS. Buyer further acknowledges that the Real Property will or may be subject to assessment for annual payments in lieu of taxes (“**PILOTS**”) when the redevelopment project area is activated by the City. PILOTS are due on November 30 of each year and are considered delinquent if not paid by December 31 of each year. The obligation to make said PILOTS shall be a covenant running with the land and shall create a lien in favor of the City on the property and shall be enforceable against Buyer and its successors and assigns in ownership of the property. Buyer acknowledges that in the event of the sale, lease, sublease, assignment, or other voluntary or involuntary disposition of any or all of the Real Property, PILOTS with respect to such property shall continue and shall constitute a lien against the property from which they are derived, and such obligations shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties as if they were in every case specifically named and shall be construed as a covenant running with the land and enforceable as if such purchaser, tenant, transferee or other possessor thereof were originally a party to and bound by the TIF Contract.

(j) CID. Buyer further acknowledges and consents that the Real Property is a part of the CID created by ordinance of the City and that the CID imposes a sales tax on eligible retail sales conducted within the CID that will be applied toward the cost of the CID Project that provide a generalized benefit to all property within the CID. Buyer shall, or shall cause, any applicable tenant of Buyer to forward to the City copies of its State of Missouri sales tax returns for the Real Property when and as they are filed with the Missouri Department of Revenue. Buyer hereby

acknowledges and agrees that the City and the CID are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements. This paragraph shall be included in the Deed.

(k) TDD. Buyer further acknowledges and consents that the Real Property is a part of the TDD created by ordinance of the City and that the TDD imposes a sales tax on eligible retail sales conducted within the TDD that will be applied toward the cost of the TDD Project that provide a generalized benefit to all property within the TDD. Buyer shall, or shall cause, any applicable tenant of Buyer to forward to the City copies of its State of Missouri sales tax returns for the Real Property when and as they are filed with the Missouri Department of Revenue. Buyer hereby acknowledges and agrees that the City and the TDD are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements. This paragraph shall be included in the Deed if required by the City.

(l) [REDACTED]

[REDACTED]

3.3 [REDACTED]

[REDACTED]

[REDACTED]

5.1 Time and Place of Closing. Provided that all of the conditions of this Agreement have been satisfied, the closing of the transaction contemplated by this Agreement (“**Closing**”) shall take place on the date that is the later of fifteen (15) days after the expiration of the Approval Period or five (5) business days following satisfaction of the closing conditions set forth in Section 5.6 (the “**Closing Date**”).

5.2 Events of Closing. At the Closing:

(a) Seller Deliveries. Seller shall deliver the following to Escrow Agent:

(i) [REDACTED]

(ii) An executed special warranty deed in the form attached hereto as Exhibit B (“**Deed**”);

(iii) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(viii) A counterpart of an Assignment Agreement for each of the Development Agreements in substantially the same form attached as Exhibit D (“**Assignment of Development Agreements**”);

(ix) [REDACTED]

(x) The original TDD Note endorsed to Buyer;

(xi) [REDACTED]

- (xii) Resignations from all TDD, CID and Association board members, together with resolutions from such boards conditionally electing the board members' replacements designated by Buyer, to be effective at Closing;
- (xiii) [REDACTED]
- (xiv) Notice to TDD of Assignment of TDD Note; and
- (xv) UCC 3 Assigning Seller's Security Interest in TDD assets securing TDD Note.

(b) Title Policy. As a condition to Closing, the Title Company shall have committed (subject to its receipt of payment of the cost therefor) to issue an ALTA standard coverage owner's policy of title insurance for the benefit of Buyer in the amount of the Purchase Price and guaranteeing title in the condition approved in accordance with this Agreement (the "Title Policy"). Buyer shall have the right to request that the Title Company issue extended coverage or endorsements to the Title Policy, but the issuance of such extended coverage or endorsements is not a condition precedent to the Closing, shall not delay or extend the Closing Date, and shall not result in any cost to Seller.

(c) Buyer Deliveries. Buyer shall deliver the following to Escrow Agent:

- (i) [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- (v) A counterpart of each Assignment of Development Agreement duly executed and acknowledged by Buyer;
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

5.4 Prorations.

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

5.5. Possession. Seller shall deliver possession of the Property to Buyer at the time of Closing, subject only to the Permitted Exceptions.

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE VI
Casualty and Condemnation

Seller agrees to give to the Buyer prompt written notice of any casualty affecting the Property or any actual or threatened taking or condemnation of all or any portion of the Property between the Effective Date and the Closing Date. In such case Buyer shall have the right to terminate this Agreement upon written notice to Seller, in which event the Earnest Money shall be refunded to Buyer, less any sums due to the Escrow Agent or the Title Company. If Buyer does not elect to terminate this Agreement in accordance with the foregoing, (a) the Closing shall take place as provided herein without abatement of the Purchase Price; and (b) Seller shall assign to Buyer at the Closing all of Seller's interest in and to all insurance proceeds (plus a credit for any deductible payable as a condition to release of such proceeds, provided such deductible is still then unpaid by Seller under Seller's policy with respect to such proceeds) or condemnation proceeds or condemnation awards, as the case may be.

ARTICLE VII
Termination, Default and Remedies

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

ARTICLE IX
Miscellaneous

9.1 Notices. All notices, demands, requests and other communications required or permitted by this Agreement by any party hereto to any other party or to Escrow Agent or to Title Company shall be in writing and shall be validly given or made by any party, or any party's attorney on behalf of such party, only if personally served, delivered by email to the e-mail address of the intended recipient as set forth below, or delivered by Federal Express or other similar reputable national courier service keeping records of deliveries and attempted deliveries. In the event of personal service, notice shall be deemed effective when delivered. Delivery by courier shall be conclusively deemed made on the first Business Day delivery is attempted or upon receipt, whichever is sooner.

All such notices, demands, requests and other communications shall be addressed to the addressee at its address set forth below or at such other address as such party may have previously specified by notice delivered in accordance with this Section:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Any person or entity may change their address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner aforesaid to the others, which notice of change of address shall not become effective, however, until the actual receipt thereof by the others.

9.2 Governing Law; Venue; Jury Trial Waiver. The laws of the State of Missouri shall govern the validity, enforcement and interpretation of this Agreement. Any dispute or cause of action under this Agreement shall be resolved in a court of competent subject matter jurisdiction in the County in which the Property is located. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES ITS RESPECTIVE RIGHTS TO A TRIAL BEFORE A JURY IN CONNECTION WITH ANY CLAIM, DISPUTE, OR CONTROVERSY ARISING WITH RESPECT TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.**

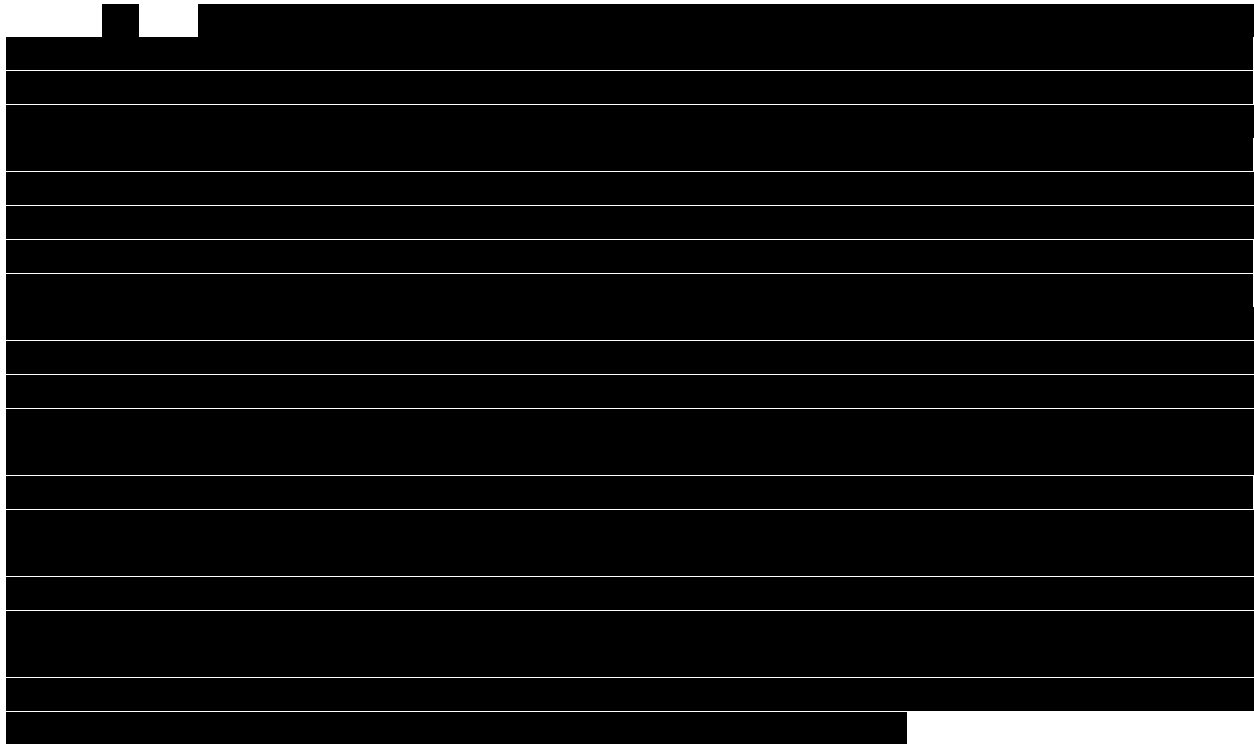
9.3 Integration; Modification; Waiver. This Agreement constitutes the complete and final expression of the agreement of the parties relating to the Property, and supersedes all previous contracts, agreements and understandings of the parties, either oral or written, relating to the Property. This Agreement cannot be modified, nor may any of the terms hereof be waived, except by an instrument in writing (referring specifically to this Agreement) executed by the party against whom enforcement of the modification or waiver is sought.

9.4 Counterpart Execution; Copies of Signatures. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement. A photocopied, scanned, telecopied, or other electronic signature of any party to this Agreement shall have the same force and effect as an original signature for all purposes.

9.5 Headings; Construction. The headings which have been used throughout this Agreement have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this Agreement. Words of any gender used in this Agreement shall be held and construed to

include any other gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The words “*herein*,” “*hereof*,” “*hereunder*” and other similar compounds of the word “*here*” when used in this Agreement shall refer to the entire Agreement and not to any particular provision or section. The words “*including*,” “*include*” or “*includes*” are used in this Agreement, they shall be interpreted in a non-exclusive manner. The term “*or*” has the inclusive meaning represented by the phrase “*and/or*” (except where otherwise indicated). If the last day of any time period stated herein falls on a day that is not a Business Day, then the duration of such time period shall be extended so that it shall end on the next succeeding day that is a Business Day. The term “**Business Day**” means any day other than a Saturday, Sunday or legal holiday in the State of Missouri.

9.6 **Invalid Provisions**. If any one or more of the provisions of this Agreement, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be affected thereby.



9.8 **Further Acts**. In addition to the acts recited in this Agreement to be performed by Seller and Buyer, Seller and Buyer agree to promptly perform or cause to be performed at the Closing or after the Closing all such further acts as may be reasonably necessary to consummate the transactions contemplated hereby. The obligations described in this **Section 9.8** shall in all respects survive the Closing and transfer of the Property by Seller to Buyer.

9.9 **Time of the Essence**. Time is of the essence of this transaction and all of the terms and provisions of this Agreement.

9.10 **Legal Expenses**. In the event of any litigation, claim, or proceeding arising out of the terms and conditions of this Agreement, the prevailing party in such litigation, claim, or proceeding shall recover

from the non-prevailing party reasonable out-of-pocket attorneys' fees and costs incurred as a result of such litigation.

9.11 Interpretation of Agreement. The preparation of this Agreement has been a joint effort of Buyer and Seller, each of whom have had an adequate opportunity to consult with counsel of their choice, and this Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted. If any words or phrases in this Agreement shall have been stricken out or otherwise added, this Agreement shall be construed as if the words or phrases so stricken out are otherwise eliminated or never included in this Agreement. No implication or inference shall be drawn from the fact that such words or phrases were so stricken out or otherwise eliminated.

9.12 1031 Exchanges. Each party hereby consents to the other party including the transaction hereunder as part of a tax deferred exchange under Section 1031 of the Internal Revenue Code and agrees to reasonably cooperate with the other party, at no cost to the cooperating party, including the execution of any standard notices and consent forms required or permitted by law. The parties acknowledge and agree that assigning its rights to a third-party intermediary for purposes of effecting the exchange will not release such party of its obligations under this Agreement.

ARTICLE X **Confidentiality**

Buyer agrees that it shall keep this Agreement, the terms and conditions of this Agreement and all materials, documents and information pertaining to the Property that is at any time delivered by Seller or any of its agents or representatives to the Buyer or any of its agents or representatives (collectively, the "**Confidential Information**") confidential and that Buyer shall not disclose the Confidential Information to any person or entity for any reason whatsoever except as specifically permitted herein or except as may be necessary to comply with the order of any court of competent jurisdiction. Buyer shall restrict dissemination of Confidential Information within its own organization and to Buyer's representatives, advisors, consultants or lenders and to the Title Company and Escrow Agent so that the Confidential Information shall be revealed only to the extent necessary to enable Buyer to fulfill the terms of this Agreement. Notwithstanding any term or provision of this Agreement to the contrary, the terms and provisions of this Article X shall survive any termination or cancellation of this Agreement.

ARTICLE XI **Escrow Provisions**

The following provisions pertain to Escrow Agent's limitation of liability:

11.1 Limited Liability of Escrow Agent. The parties agree the duties of the Escrow Agent are only as herein specifically provided in this Agreement, are purely ministerial in nature, and that Escrow Agent shall incur no liability whatsoever except for its own willful misconduct or gross negligence. Seller and Buyer each hereby release the Escrow Agent from any act done or omitted to be done by the Escrow Agent in good faith in the performance of its duties hereunder.

11.2 Costs and Expenses. Except as and only to the extent otherwise provided elsewhere in this Agreement to the contrary, all out-of-pocket costs and expenses (including, without limitation, reasonable attorneys' fees and costs) incurred by Escrow Agent as the result of its serving as escrow agent under this Agreement (other than any of such costs and expenses incurred as the result of the Escrow Agent taking any action or omitting to take any action in bad faith, in willful disregard of this Agreement or involving gross negligence on the part of Escrow Agent) and all escrow fees charged by Escrow Agent in connection with its acting as escrow agent shall be paid by Buyer.

11.3 Notices Concerning Escrow Agent. All notices and demands to Escrow Agent or from Escrow Agent to Seller or Buyer shall be in writing and shall be governed by Section 9.1. Escrow Agent shall be entitled to rely on all communications which purport to be on behalf of the party giving such communication and purporting to be signed by an authorized party or any attorney of any party as may be designated from time to time by Seller or Buyer.

11.4 Resignation of Escrow Agent. Escrow Agent may resign from serving as escrow agent under this Agreement at any time by giving ten (10) Business Days prior written notice to that effect to each of Seller and Buyer. In such event, the successor escrow agent shall be selected by Seller and approved by Buyer, such approval not to be unreasonably withheld or delayed.

11.5 Reliance by Escrow Agent. In its capacity as Escrow Agent, Escrow Agent shall not be responsible for the genuineness or validity of any security, instrument, document or item deposited with it, and shall have no responsibility other than to faithfully follow the instructions contained in this Agreement, and Escrow Agent is fully protected in acting in accordance with any written instrument given to it hereunder by Buyer or Seller and believed by Escrow Agent to have been signed by the proper person. Escrow Agent may assume that any person purporting to give any notice under this Agreement and representing that they have authority to do so has been duly authorized to do so.

11.6 No Other Duties or Liabilities. Escrow Agent shall have no duties or responsibilities other than those expressly set forth in this Agreement and that pertain to its duties as escrow agent. Escrow Agent shall have no duty to enforce any obligation of any person or entity to make any payment or delivery or to enforce any obligation of any person or entity to perform any other act. Escrow Agent shall be under no liability to Buyer or Seller or to anyone else by reason of any failure on the part of Buyer or Seller to perform its obligations under any document.

[THE REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

SELLER:

M-III LONGVIEW LLC,
a Delaware limited liability company
By: Platform Investments, LLC, its manager
By: Platform Ventures, LLC, its manager

By:  _____
Name: Kyle Siner
Title: CFO

BUYER:

BOX REAL ESTATE DEVELOPMENT LLC,
a Missouri limited liability company

By: _____
Name: Russell G. Pearson
Title: Sole Member

JOINDER BY ESCROW AGENT

Assured Quality Title Company, as agent for First American Title Insurance Company, has joined in the execution of the Purchase and Sale Agreement solely for the purpose of evidencing its agreement to serve as the "Escrow Agent" under and in accordance with the terms and provisions of such Purchase and Sale Agreement.

Dated: _____, 2021

Assured Quality Title Company,
as agent for First American Title Insurance Company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

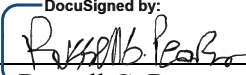
SELLER:

M-III LONGVIEW LLC,
a Delaware limited liability company
By: Platform Investments, LLC, its manager
By: Platform Ventures, LLC, its manager

By: _____
Name: Corey Walker
Title: Senior Vice President

BUYER:

BOX REAL ESTATE DEVELOPMENT LLC,
a Missouri limited liability company

DocuSigned by:
By:  _____
Name: Russell C. Pearson
Title: Sole Member

JOINDER BY ESCROW AGENT

Assured Quality Title Company, as agent for First American Title Insurance Company, has joined in the execution of the Purchase and Sale Agreement solely for the purpose of evidencing its agreement to serve as the "Escrow Agent" under and in accordance with the terms and provisions of such Purchase and Sale Agreement.

Dated: _____, 2021

Assured Quality Title Company,
as agent for First American Title Insurance Company

By: _____
Name: _____
Title: _____

EXHIBIT A

REAL PROPERTY

The legal description shall be as set for in Seller's vesting deed.

Parcel IDs:

62-420-98-08-00-0-00-000	1.09	47,265	3210 SW Fascination	Commercial Lot 53
62-420-98-11-00-0-00-000	0.99	43,066	3250 SW Fascination	Commercial Lot 54
62-420-98-13-00-0-00-000	0.29	12,486	3290 SW Fascination	Commercial Lot 43
62-420-98-12-00-0-00-000	0.04	1,650	3290 SW Fascination	Commercial Lot 43
62-420-98-97-00-0-00-000	0.87	37,932	3300 SW Fascination	Commercial Lot 44
62-420-29-07-00-0-00-000	0.56	24,442	3361 SW Fascination	Commercial Lot 1D
62-420-29-09-00-0-00-000	2.03	88,481	431 SW Longview	Commercial Lot 1E
62-420-29-04-00-0-00-000	1.19	51,985	3201 SW Fascination	Commercial Lot 1A
62-420-29-05-00-0-00-000	0.74	32,428	3221 SW Fascination	Commercial Lot 1B
62-420-30-01-01-0-00-000	4.47	194,832	NA	Commercial Lot 2 KV
62-420-29-08-00-0-00-000			411 SW Longview	Tract A
62-420-29-06-00-0-00-000			3241 SW Fascination	Lot 1C (theatre tract)

EXHIBIT B

FORM OF SPECIAL WARRANTY DEED

(Space above reserved for Recorder of Deeds)

Title(s) of Document: SPECIAL WARRANTY DEED

Date of Document: _____, 20__

Grantor: M-III LONGVIEW LLC

Grantor's Address: c/o Platform Ventures, LLC
4220 Shawnee Mission Parkway, Suite 200-B
Fairway, Kansas 66205

Grantee: _____

Grantee's Address: _____

Legal Description: See Exhibit A

References: N/A

After recording return to:

SPECIAL WARRANTY DEED

This Special Warranty Deed is made effective as of _____, 20__ (*“Effective Date”*), between M-III LONGVIEW LLC, a Delaware limited liability company (*“Grantor”*), and _____, a _____ limited liability company, whose address is _____ (*“Grantee”*).

Grantor, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee and its successors and assigns, the real property located in Jackson County, Missouri and more particularly described [as follows] [on **Exhibit A**] (the *“Property”*):

SUBJECT TO: (a) all easements, restrictions, declarations, reservations, agreements, instruments, encumbrances and other matters of record; (b) taxes and assessments, general and special; (c) the rights of the public in and to parts thereof in streets, roads or alleys and community contracts; and (d) zoning laws (collectively, *“Permitted Exceptions”*).

Tracts 1-3 of the Property are FURTHER SUBJECT TO: The New Longview Community Improvement District (*“District”*) created by ordinance of the City of Lee’s Summit, Missouri (*“City”*) and that the District imposes a sales tax on eligible retail sales conducted within the District that will be applied toward the cost of the CID Project that provide a generalized benefit to all property within the District. During the term of the District, Grantee shall, or shall cause, any applicable tenant of Grantee to forward to the City copies of its State of Missouri sales tax returns for the Property when and as they are filed with the Missouri Department of Revenue. Grantee hereby acknowledges and agrees that the City and the CID are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements. TO HAVE AND TO HOLD the Property, with all rights, privileges, appurtenances, and immunities belonging thereto. Grantor will warrant and defend the title to the Property unto Grantee and its successors and assigns forever, against the lawful claims of all persons claiming under Grantor (subject to Permitted Exceptions), but against no other claims and not further or otherwise.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed to be effective as of the Effective Date.

M-III LONGVIEW LLC,
a Delaware limited liability company
By: Platform Investments, LLC, its manager
By: Platform Ventures, LLC, its manager

By: _____
Corey Walker, Senior Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF KANSAS)
) SS.
COUNTY OF JOHNSON)

I, _____, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Corey Walker, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, in his capacity as Senior Vice President of Platform Ventures, LLC, manager of Platform Investments, LLC, manager of M-III Longview LLC, a Delaware limited liability company, signed and delivered the foregoing Special Warranty Deed as his own free and voluntary act, and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

Given under my hand and notarial seal this ___ day of _____, 20__.

Notary Public

My Commission Expires: _____