

TRANSFEEE AGREEMENT

THIS TRANSFEEE AGREEMENT (this "Agreement") is dated as of the _____ day of _____, 2021 and is made by and among RED SUMMIT FAIR, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 20% INTEREST, AND SAHARA PAVILION SOUTH SC, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED 80% INTEREST, AS TENANTS-IN-COMMON ("Transferor"), WIN, LLC, a Kansas limited liability company ("Transferee"), and the CITY OF LEE'S SUMMIT, MISSOURI, a municipal corporation ("City").

RECITALS

A. On August 24, 2006, the City Council of Lee's Summit, Missouri (the "City Council") adopted Ordinance No. 6263 approving the Lee's Summit East Tax Increment Financing Plan (the "Plan").

B. On May 27, 2008, the City and RED LEE'S SUMMIT EAST, LLC, a Missouri limited liability company ("Developer") entered into an Amended and Restated Tax Increment Financing Contract, as amended by that certain First Amendment thereto dated as of October 20, 2008 and as further amended by that certain Second Amendment thereto fully executed as of July 23, 2009, as further amended by that certain Third Amendment thereto dated effective as of March 17, 2011, and as further amended by that certain Fourth Amendment thereto dated effective as of February 28, 2012, that set forth the respective obligations and duties of the City and Developer with respect to the implementation of the Plan (the "Redevelopment Agreement").

C. Transferor is selling a portion of the Redevelopment Area (as defined in the Redevelopment Agreement) to Transferee (the "Property"), as more particularly described on Exhibit "A" attached hereto, and pursuant to Section 32 of the Redevelopment Agreement, Transferee is required to enter into this Agreement to confirm its agreement to comply with certain provisions of the Redevelopment Agreement as it relates to the Property.

NOW, THEREFORE, in consideration of the foregoing and the covenants and obligations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and among Transferee, Transferee and the City as follows:

1. Recitals Incorporated. The above Recitals are hereby incorporated into this Agreement in full and form an integral part hereof.

2. Definitions. All capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Redevelopment Agreement.

3. Agreement by Transferee. Transferee hereby agrees that, at all times during its ownership of the Property, it will comply with the requirements of the Plan and the obligations in the Redevelopment Agreement relating to the Property, specifically, the requirements set forth in Sections 9E, 18B, 19, 32A, and 32B of the Redevelopment Agreement.

4. City's Consent. Upon the execution of this Agreement, the sale of the Property to Transferee shall be deemed to have been approved and consented to by the City, and City hereby waives the requirement of 60 days prior notice of the transfer as required under Section 32E of the Redevelopment Agreement. Notwithstanding the foregoing, Transferee shall be under no obligation to purchase the Property from Transferor pursuant to this Agreement.

5. Representations and Warranties of Transferee. Transferee is a limited liability company qualified to conduct its business in the State of Missouri and has all requisite power and authority to enter into, execute this Agreement and to perform its obligations hereunder. Transferee shall be the initial owner and will lease the Property to Discovery Furniture Inc. which will operate the Furniture Mall of Missouri intended to be operated on the Property. This Agreement, assuming the due execution and delivery hereof by Transferor and City, constitutes legal, valid and binding obligations of Transferee, enforceable against Transferee in accordance with the terms and conditions herein.

6. Notices. All notices, requests and other communications hereunder shall be deemed to be duly given if delivered by hand or if mailed by certified or registered mail with postage prepaid as follows:

If to Transferee:

Win, LLC
1901 SW Wanamaker Rd.
Topeka, KS 66604
Attn: Jamie Winter

If to Transferor:

RED Lee's Summit East, LLC
c/o RED Development, LLC
One East Washington Street, Suite 300
Phoenix, AZ 85004
Attn: Michael L. Ebert
Telephone: (480) 947-7772
Facsimile: (480) 947-7997
E-mail: mebert@reddevelopment.com;

With a copy to:

Daspin & Aument, LLP
300 S. Wacker Drive, Suite 2200
Chicago, Illinois 60606
Attn: Nicole R. Brown

If to City:

City Hall
220 SE Green Street
Lee's Summit, MO 64063
Attn: City Attorney

With a copy to:

David Bushek, Chief Counsel of Economic Development & Planning
220 SE Green Street
Lee's Summit, MO 64063

7. Successors and Assigns. All rights, benefits and obligations of Transferor and Transferee hereunder shall inure to and bind Transferor and Transferee, respectively, and this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

8. Governing Law. This Agreement shall be governed by the laws of the State of Missouri.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

10. Expenses. Except as otherwise provided herein, each of the parties hereto will pay its own costs and expenses, including attorney's fees, incurred by such party or on its behalf in connection with this Agreement and the transactions contemplated herein, except that Transferor shall pay for all expenses incurred by the City.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

TRANSFEROR:

RED SUMMIT FAIR, LLC,
a Delaware limited liability company

By: _____
Scott Rehorn, Vice President

STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Scott Rehorn, personally known to me to be the Vice President of RED Summit Fair, LLC, and 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 signed and delivered said instrument as Vice President of said limited liability company, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2021.

Notary Public
My Commission Expires: _____

SAHARA PAVILION SOUTH SC, LLC,
a Delaware limited liability company

By: BIG 1 LP, a Delaware limited
partnership, its sole member

By: BIG 1 GP LLC,
a Delaware limited liability
company, its general partner

By: BIG Shopping Centers USA, Inc., a
Delaware corporation, its sole member

By: _____
Elad Pedy, Chief Financial Officer

STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

SS.

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Elad Pedy, personally known to me to be the Chief Financial Officer of BIG Shopping Centers USA, Inc., a Delaware corporation, being the sole member of BIG 1 GP LLC, a Delaware limited liability company, being the general partner of BIG 1 LP, a Delaware limited partnership, being the sole member of Sahara Pavilion South SC, LLC, a Delaware limited liability company, and 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 signed and delivered said instrument, as his free and voluntary act, and as the free and voluntary act and deed of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this this _____ day of _____, 2021.

Notary Public

My Commission Expires: _____

TRANSFeree:

WIN, LLC, a Kansas limited liability company

By: _____

Name: _____

Title: _____

STATE OF)
) ss.
COUNTY OF)

On this ____ day of _____, 2021 before me, a Notary Public in and for said state, personally appeared _____, the _____ of _____, a _____, personally known by me to be the person who executed the within instrument on behalf of said corporation and acknowledged to me that he/she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year above written.

[SEAL]

Notary Public

Printed Name: _____

My Commission Expires:

CITY:

THE CITY OF LEE'S SUMMIT, MISSOURI

By: _____
Stephen A. Arbo, City Manager

STATE OF MISSOURI)
)
COUNTY OF JACKSON) ss.

On this ____ day of August, 2021, before me personally appeared Stephen A. Arbo to me known, who being by me duly sworn, did say that he is the City Manager of The City of Lee's Summit, Missouri, a Missouri municipal corporation, that said instrument was signed on behalf of said corporation by authority of its City Council, and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

[SEAL]

Print Name: _____
Notary Public in and for said County and State

My Commission Expires:

Exhibit "A"

Legal Description of Property

TO BE DETERMINED UPON LOT SPLIT