

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made on and effective as of September 3, 2019 (“Effective Date”), by and among UMB Bank, N. A., a national banking association (“Bank”), the City of Lee’s Summit, Missouri, a municipal corporation (“City”), Cityscape Construction-View High, LLC, an Indiana limited liability company (“Contractor”), Parrot Properties, Inc., a Missouri corporation (“Developer”), John R. Bondon, individually and as trustee of the John R. Bondon Trust dated July 12, 2002 (together with Developer, the “Bondon Parties”), and James MacLaughlin as receiver (“Receiver”); and Meridian View High, LLC, a Missouri limited liability company (“Meridian”). Bank, City, Contractor, the Bondon Parties, Receiver, and Meridian shall be collectively referred to herein as the “Parties”.

WHEREAS, the Bondon Parties are obligated to Bank under that certain Amended and Restated Loan Agreement dated as of December 19, 2017, (as amended, the “Loan Agreement”) and all related loan documents (collectively, the “Loan Documents”);

WHEREAS, Developer and City entered into that certain Development Agreement Between Parrot Properties, Inc. and the City of Lee’s Summit, Missouri for the Village at View High Development (as amended, the “Development Agreement”) dated effective as of December 28, 2017. In the Development Agreement, City and the Developer agreed to certain rights and obligations related to the Village at View High Development (as described in the Development Agreement, the “Development”), including the construction of certain improvements for the Development;

WHEREAS, Developer engaged Contractor to complete certain public infrastructure improvements (the “Public Improvements”) in connection with the Development pursuant to that certain AIA Document 103-2017 Standard Form of Agreement between Owner and Contractor (where the basis of payment is the Cost of the Work plus a Fee without a Guaranteed Maximum Price) construction contract dated October 12, 2017 entered into between Developer and Contractor (the “General Contract”);

WHEREAS, in lieu of delivering bonds to secure the payment for and completion of the Public Improvements as required under the Development Agreement, Bondon applied for a letter of credit from Bank. On or about May 9, 2017, Bank issued Irrevocable Standby Letter of Credit No. SB50468 (as amended, the “Letter of Credit”) in the amount of \$1,960,817.20, with Bondon as the Obligee and City as the Beneficiary of the Letter of Credit. The Letter of Credit was amended on or about August 23, 2018 to reduce the amount by \$808,107.36 to \$1,152,709.84;

WHEREAS, Contractor has alleged that there is a shortage of funds necessary to complete the Phase 1 Public Infrastructure (as defined in the Development Agreement);

WHEREAS, the City may make a request to draw on the Letter of Credit as the City asserts certain conditions have been met, including a default by Bondon to develop certain improvements for the Development;

WHEREAS, on May 16, 2019, the District Court of Johnson County, Kansas entered an order (the “Receivership Order”) appointed the Receiver as receiver of certain of the Bondon Parties’ property (the “Receivership Property”) in the case styled *UMB Bank, N. A. v. Parrot*

Properties, Inc., et al., Case No. 19CV02666 (the “Litigation”). The Receivership Property includes, among other things, parcels of real property which abut the Public Improvements;

WHEREAS, Meridian purchased from Developer certain land (the “Apartment Land”) adjacent to the Public Improvements on which Meridian is currently constructing a multi-family residential project (the “Apartments”), and Developer is contractually obligated to extend a gas main to the Apartment Land (the “Gas Main Extension”); and

WHEREAS, the Parties wish to settle their disputes to avoid the expense and uncertainty of potential litigation.

NOW, THEREFORE, in exchange for the promises expressed in this Agreement and other valuable consideration, which the Parties each acknowledge to be sufficient, the Parties agree as follows:

1. Disbursement of Existing Escrow. The Bondon Parties have caused the remaining amounts escrowed with First American Title Company, which are subject to previously submitted draw requests from the Contractor, to be released from escrow.

2. Disbursement of Letter of Credit.

a. Within three (3) days of the of the City signing off on the Agreement, the Bank agrees to transfer \$825,000.00 (the “Escrowed Funds”) in immediately available funds to First American Title Company (the “Escrow Agent”), to be held in escrow and titled in the Escrow Agent’s name. Until disbursed by the Escrow Agent to Contractor under Section 3 hereof, the Escrowed Funds shall be the property of Bank and not the Receiver or the Bondon Parties, and in no event shall the Escrowed Funds be distributed to the Receiver or the Bondon Parties. The Receiver and the Bondon Parties agree that they have no right, title or interest in the Escrowed Funds.

b. The City has approved revised plans for the Phase 1 Public Infrastructure (as defined in the Development Agreement), which defers certain components of work that were originally included in the scope of the Phase 1 Public Infrastructure. Such deferred components of work are summarized and depicted on **Exhibit A** attached hereto (the “Infrastructure Deferrals”). All references hereafter to Phase 1 Public Infrastructure refer to the updated Phase 1 Public Infrastructure plans approved by the City, which exclude the Infrastructure Deferrals.

c. Contemporaneously with Developer’s execution of this Agreement, Developer shall execute the AIA Document A101-2017 Standard Form of Agreement between Owner and Contractor (where the basis of payment is a stipulated sum) (the “Stipulated Sum Contract”), the form of which is attached hereto as **Exhibit B**.

d. The Escrowed Funds, along with the existing escrow funds disbursed as referenced in Section 1 hereof, shall be used as set forth on the sources and uses attached hereto as **Exhibit C** (the “Sources and Uses”).

e. Upon confirmation that the Escrowed Funds have been transferred to the Escrow Agent, City acknowledges and agrees that Bank shall have fulfilled its obligations under the Letter of Credit, and the Letter of Credit shall be deemed terminated and cancelled, with no further liability or obligation of Bank to fund additional amounts thereunder.

f. The Bondon Parties acknowledge and agree that they are obligated to Bank for payment of the Escrowed Funds. The Bondon Parties further acknowledge and agree Bondon Parties' obligation to pay the Escrowed Funds to Bank is an "Obligation" as defined in the Loan Agreement and the other Loan Documents.

g. Contractor, Receiver, Developer, and Bank shall each execute the escrow agreement attached hereto as **Exhibit D** (the "Escrow Agreement") simultaneously with each party's execution of this Agreement.

3. Disbursement of Escrowed Funds. The Escrow Agent will disburse the Escrowed Funds upon approval from the Receiver, as agent for Developer of draw requests submitted by the Contractor (each a "Disbursement"). Each Disbursement shall be subject to the terms and conditions set forth herein. Escrow Agent shall make all Disbursements of the Escrowed Funds to the Contractor, and each Disbursement made by Escrow Agent shall be subsequently disbursed by Contractor, as applicable, in order pay project costs for Phase I Public Infrastructure under the Development Agreement.

4. Permitting. The Bondon Parties agree and consent to the Receiver on behalf of Developer submitting, reviewing, approving, extending, and executing any applications, certificates, certifications, or other documents related to the permitting, completion, and public dedication of the Phase I Public Infrastructure and any related infrastructure improvements within the jurisdiction of Kansas City, Missouri (e.g., construction of turn lanes on View High Drive). The Bondon Parties shall cooperate with the Receiver to facilitate the immediate renewal/extension of any permits related to the completion of the Phase I Public Infrastructure through the estimated date of completion of the Phase I Public Infrastructure.

5. Receiver Authorization. To the extent not already authorized by the Receivership Order, the Bondon Parties hereby appoint the Receiver as its agent for the sole purpose of authorizing the Receiver to take all steps reasonably necessary to effectuate Sections 3 and 4 of this Agreement, and to administer the Stipulated Sum Contract on behalf of Developer as "Owner" under the Stipulated Sum Contract.

6. Mechanics' Liens; Indemnification. To the fullest extent permitted by law, Contractor hereby agrees to protect, indemnify, defend and hold harmless, Developer and the Bank, and their respective directors, officers, agents, contractors and employees (each, an "Indemnified Party" and, collectively, the "Indemnified Parties") from and against any and all liability, expense or damage of any kind or nature and from any suits, claims or demands, including legal fees and expenses on account of any matter or thing or action, whether or not in litigation, arising from the completion of the Phase I Public Improvements under the Development Agreement, except that Contractor shall have no obligations under this Section related to liability that arises related to the Indemnified Party's actions or failure of Contractor to be timely paid.

7. Excess Dirt. The Contractor agrees that it will move excess dirt and fill materials from the Phase I Public Improvements and the Apartment Land to the Phase 2 Land, which is estimated to be approximately 50,000 cubic yards. Contractor in its sole discretion will determine what dirt and fill materials constitutes “excess” dirt and fill materials and the Bondon Parties acknowledge and agree that all such dirt and fill materials is provided by Contractor in an as-is condition with no warranties as to its condition, means of placement, or suitability for any particular purpose.

8. TIF Assignment and Documentation. Any assignment of rights under the Tax Increment Financing Redevelopment Agreement between City and Developer dated April 11, 2018 (the “TIF Agreement”) to Bank shall be accompanied by a corresponding right of the City to review and approve any assignment of the TIF Agreement in its entirety, or assignment of any of the rights, duties and obligations under the TIF Agreement, to any party that would be a successor in interest to Developer (as defined in the TIF Agreement) for each of the Redevelopment Projects (as defined in the TIF Agreement). Further, upon the completion of the Phase 1 Public Infrastructure, Contractor agrees to provide any and all information required by the City under the TIF Agreement to certify the same as Redevelopment Project Costs under the TIF Agreement.

9. Additional Development Activities.

a. Gas Main Extension. Developer or its successors or assigns is required to complete the Gas Main Extension as part of the future development of that certain land bounded by View High Drive to the west, Kessler Drive to the north and east, and SW Village Park Drive to the south (the “Phase 2 Land”). Meridian hereby waives all contractual claims against Developer for failing to complete the Gas Main Extension as part of the Phase I Public Infrastructure, provided that Developer, Receiver, and the City acknowledge and agree that Developer or its successors or assigns is obligated to complete the Gas Main Extension to the Apartment Land upon development of the Phase 2 Land.

b. Lot 2 Restoration. The property that is designated as Lot 2 on **Exhibit A** (approximately 4.48 acres) shall be repaired and restored as follows:

i. Contractor shall smooth out all rock/dirt piles on Lot 2 and cover such smoothed piles, as necessary, with fill to allow for vegetation and mowing of Lot 2.

ii. Contractor shall construct the required curb and gutter improvements on the southern and eastern sides of Lot 2 in connection with completion of Kessler Drive and Village Park Drive, which will include grass seeding four feet into Lot 2 from the completed curbs.

iii. The remainder of Lot 2 that is not seeded shall be left in a maintainable state such that, in the judgment of the City, vegetation which can be mowed will grow on the remainder of the site to minimize soil erosion. The owner(s) of Lot 2 shall thereafter be responsible for maintaining Lot 2 in accordance with all applicable provisions of the City Code including the City’s Property Maintenance Code.

c. Village Park Drive. The sidewalk on the north side of the eastern dead-end of this street shall be extended to the end of the road by Contractor.

10. Releases of Contractor by Bondon Parties. Bondon Parties each fully, unconditionally, permanently, and irrevocably discharge, release, waive, and promise not to pursue any and all causes of action, claims, liabilities, and demands, both known and unknown, relating to the Public Improvements or the General Contract (collectively, "Bondon's Released Contractor Claims"), that the Bondon Parties had, have, or may have against Contractor and its parents, subsidiaries, affiliates, principals, shareholders, members, directors, officers, employees, agents, representatives, attorneys, insurers, predecessors, successors, and assigns. The Bondon Parties each represent and warrant that they have not assigned or otherwise divested themselves of any interest in Bondon's Released Contractor Claims.

11. Releases of Bondon Parties by Contractor. Contractor fully, unconditionally, permanently, and irrevocably discharges, releases, waives, and promises not to pursue any and all causes of action, claims, liabilities, and demands, both known and unknown, relating to the Public Improvements or the General Contract (collectively, "Contractor's Released Claims"), that Contractor had, has, or may have against the Bondon Parties and their parents, subsidiaries, affiliates, principals, shareholders, members, directors, officers, employees, agents, representatives, attorneys, insurers, predecessors, successors, and assigns. Contractor represents and warrants that it has not assigned or otherwise divested themselves of any interest in Contractor's Released Claims.

12. Releases of Bank by City. Subject to the condition precedent that Bank timely satisfy Section 1 of this Agreement, City grants the following releases: City shall fully, permanently, and irrevocably discharge, release, waive, and promise not to pursue any and all causes of action, claims, liabilities, and demands, both known and unknown, relating to the Letter of Credit (collectively, "City's Released Claims") that City had, has, or may have against Bank and its parents, subsidiaries, affiliates, principals, shareholders, members, directors, officers, employees, agents, representatives, attorneys, insurers, predecessors, successors, and assigns. City represents and warrants that it has not assigned or otherwise divested itself of any interest in City's Released Claims.

13. Releases of Bondon Parties by City. Subject to (1) the issuance of a final certificate of completion for the Phase 1 Public Infrastructure, which are subject to the Infrastructure Deferrals as contemplated in this Agreement, and (2) the ongoing requirement of to provide a maintenance bond in accordance with Section 26-212 of the City Code and Section 1025 of the City's Design and Construction Manual which guarantees the maintenance of the public improvements, which must be in the amount of 50% of the total cost of the improvements and shall remain in effect for a period of three years, City grants the following releases: after the City has issued a certificate of final completion for the Phase 1 improvements, City shall thereafter fully, permanently, and irrevocably discharge, release, waive, and promise not to pursue any and all causes of action, claims, liabilities, and demands, both known and unknown, relating to the Letter of Credit and the Phase I improvements (collectively, "City's Released Claims") that City had, has, or may have against the Bondon Parties and its parents, subsidiaries, affiliates, principals, shareholders, members, directors, officers, employees, agents, representatives, attorneys, insurers, predecessors, successors, and assigns, except as may be allowed through the maintenance bond.

City represents and warrants that it has not assigned or otherwise divested itself of any interest in City's Released Claims.

14. Releases of Bank by Bondon Parties. Bondon Parties each fully, unconditionally, permanently, and irrevocably discharge, release, waive, and promise not to pursue any and all causes of action, claims, liabilities, and demands, both known and unknown, relating to the Letter of Credit (collectively, "Bondon's Released Bank Claims"), that the Bondon Parties had, have, or may have against Bank and its parents, subsidiaries, affiliates, principals, shareholders, members, directors, officers, employees, agents, representatives, attorneys, insurers, predecessors, successors, and assigns. The Bondon Parties each represent and warrant that they have not assigned or otherwise divested themselves of any interest in Bondon's Released Bank Claims. The Bondon Parties each acknowledge that they do not have any legal or equitable defenses to Bank's right to enforce repayment by the Bondon Parties of the Escrowed Funds as an Obligation under the Loan Agreement and other Loan Documents, and the Bondon Parties each fully, unconditionally, permanently, and irrevocably waive any such defenses.

15. Releases of Bondon Parties by Bank. With the exception of the Bondon Parties' contractual repayment obligations with respect to the Escrowed Funds as set forth in paragraph 2(e), the Bank unconditionally, permanently, and irrevocably discharges, releases, waives, and promises not to pursue any and all additional causes of action, claims, liabilities, and demands, both known and unknown, other than for fraud or fraudulent misrepresentation, solely relating to the Letter of Credit (collectively, "Bank's Released Bondon Claims"), that the Bank had, have, or may have against the Bondon Parties and their parents, subsidiaries, affiliates, principals, shareholders, members, directors, officers, employees, agents, representatives, attorneys, insurers, predecessors, successors, and assigns. Bank represents and warrants that they have not assigned or otherwise divested themselves of any interest in Bank's Released Bondon Claims. Notwithstanding anything to the contrary contained in this Section 16, the releases set forth herein in no way discharge, release, waive or otherwise limit any of the claims (1) brought by the Bank under the Loan Documents or Note as defined in the petition (as the same may be amended or modified from time to time) default under which are the basis for the Litigation or (2) the Bondon Parties' responsibility to make repayment of the Escrowed Funds to the Bank, as agreed in Section 2(e). The release is solely with respect to any additional claims, other than contractual repayment obligations, which may exist under the Letter Credit that may exist.

16. Indemnity of Receiver. To the fullest extent permitted by law, Contractor and the Bondon Parties each hereby agree to protect, indemnify, defend, and save harmless, Receiver and its employees, agents, representatives, and attorneys (each, an "Indemnified Party," and collectively, the "Indemnified Parties") from and against any and all liability, expense, or damage of any kind or nature from any suits, claims, or demands, including legal fees and expenses on account of any matter or thing or action or failure to act by Receiver, whether or not in litigation, arising out of this Agreement, or in connection herewith unless such suit, claim, or damage is caused solely by the gross negligence or willful malfeasance of the Indemnified Party.

17. Confidentiality. The Parties shall keep the existence and terms of this Agreement confidential and shall not disclose the existence or terms of this Agreement to any third party without the written notarized consent of the other Parties, except that each Party may disclose the existence and terms of this Agreement (a) to that Party's accountants, auditors, other professional

advisors, and lenders; (b) in any action or proceeding to enforce this Agreement; and (c) as otherwise required by law. For the avoidance of doubt, each Party may disclose the exhibits to this Agreement to the extent such exhibit(s) must be filed in the public record. The Parties acknowledge that the City is subject to the Sunshine Law and the City will be required to maintain this document in its entirety as an open public record after it is fully executed.

18. Enforcement; Venue. Nothing herein shall release any Party to this Agreement from any liability or obligation for any breach of the Agreement. The Parties consent that any action or other proceeding to enforce, or otherwise relating to, this Agreement may be brought in any court in Jackson County, Missouri or any federal court situated in such state. In any action to enforce this Agreement, the prevailing Party shall be entitled to an award of its costs and attorneys' fees.

19. Governing Law. This Agreement shall be governed by Missouri law, without applying any principles governing choice of law.

20. Third Parties. Except to the extent that it does so explicitly, this Agreement shall not be deemed to confer any benefit on any third party.

21. Notice. Each notice or other communication under this Agreement shall be in writing and delivered in person or sent by recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid at a Party's address set forth below each Party's signature block, or at such other address as any Party hereto may designate as its address for communications under this Agreement by notice so given.

22. Recitals. The recitals in this Agreement are true, an essential part of this Agreement, and incorporated fully in this Agreement.

23. Drafting. The Parties jointly drafted this Agreement, and it shall be interpreted without applying any canon of construction specifying that an agreement shall be construed against its drafter.

24. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be severed from this Agreement and shall not invalidate or otherwise affect any other provision of this Agreement, which shall remain in full force and shall be enforceable according to its remaining terms.

25. Complete Agreement. This Agreement constitutes the Parties' complete agreement about this settlement. This Agreement can be amended or modified only by a writing signed by all of the Parties.

26. Authority and Capacity. The Parties each are authorized to form this Agreement. The Parties each read this Agreement, understood its terms, and signed this Agreement voluntarily after consulting with legal counsel of their choosing.

27. Binding Effect. This Agreement shall bind and benefit the Parties and their respective successors, assigns, executors, and other representatives. Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof

and acknowledge that the successful performance of this Agreement requires their continued cooperation.

28. Counterparts. This Agreement may be executed in counterparts, each of which shall be treated as an original, and together they shall constitute the Parties' agreement.

29. Titles and Headings. The titles and headings in this Agreement are used solely for convenience and shall not be deemed to diminish or otherwise limit any of the provisions in this Agreement.

30. Construction. Singular nouns and pronouns in this Agreement shall be deemed to include the plural, and pronouns of one gender shall be deemed to include the equivalent pronoun of the other gender, except as the context of this Agreement plainly requires otherwise.

31. WAIVER OF JURY TRIAL. THE PARTIES, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR ARISING OUT OF THIS AGREEMENT.


[The remainder of this page is left blank intentionally. Signature pages follow.]



John R. Bondon

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

On August 28th, 2019, John R. Bondon personally appeared before me and acknowledged that he voluntarily executed the foregoing Confidential Settlement Agreement.



Notary Public in and for said state

My commission expires:
July 30, 2022

KENDRA SMITH
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires July 30, 2022
Commission # 14748644

Exhibit A

Infrastructure Deferrals

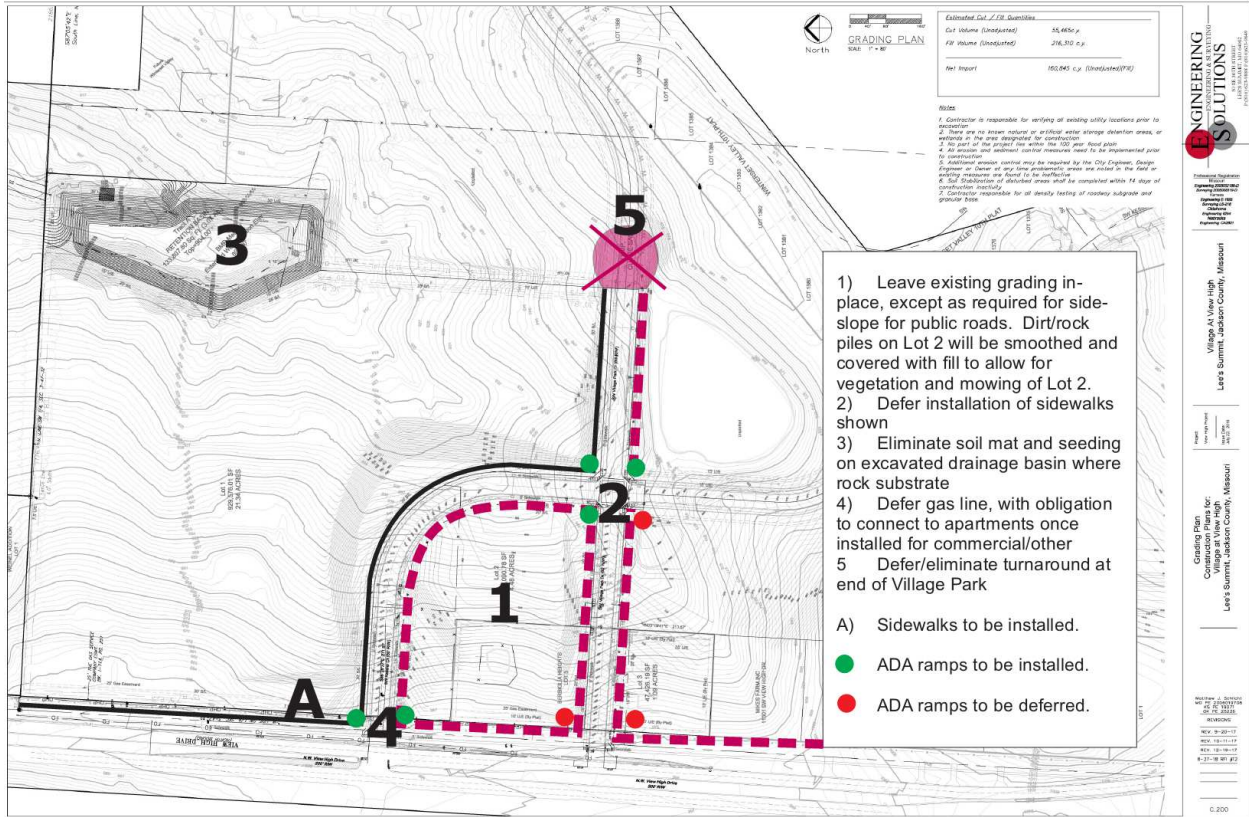


Exhibit B
Form of Stipulated Sum Contract

SEE ATTACHED



AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-ninth day of July in the year Two Thousand Nineteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Parrot Properties, Inc.

and the Contractor:
(Name, legal status, address and other information)

Cityscape Construction - View High, LLC, Limited Liability Company
8335 Keystone Xing, Suite 220
Indianapolis, IN 46240
Telephone Number: 317-574-1600

for the following Project:
(Name, location and detailed description)

Village at View High Infrastructure
Lee's Summit, MO
Completion of partially-installed public infrastructure improvements for The Village at View High

The Engineer:
(Name, legal status, address and other information)

Engineering Solutions
50 S.E. 30th Street
Lee's Summit, MO 64082
816-623-9888

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

/

[] Not later than one hundred twenty (120) calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall have deposited in an escrow account available to Contractor at First American Title Insurance (the "Escrow") an amount which includes, among other amounts, the Contract Sum. The Contractor shall be entitled to draw from the Escrow the Contract Sum in current funds for the Contractor's performance of the Contract pursuant to this agreement. The Contract Sum shall be Four Hundred, Ninety-Six Thousand, Three Hundred Nineteen Dollars (\$ 496,319.00) distributed across the schedule of values in the attached Exhibit B.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

(Table deleted)

None

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

(Table deleted)

None

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

(Table deleted)

None

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

(Table deleted)

None

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

None

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

None

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Engineer by the Contractor and Certificates for Payment approved by the Engineer and Receiver, the Contractor shall be entitled to draw progress payments on account of the Contract Sum from the Escrow as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Draws shall be allowed at the rate of one draw per month.

Init.

§ 5.1.3 Provided that an Application for Payment is received by the Engineer not later than the 7th day of a month, the Engineer and Receiver shall review/adjust and sign the draw, and Contractor shall be able to draw from the Escrow the amount certified to the Contractor not later than the 14th day of the same month. If an Application for Payment is received by the Engineer after the application date fixed above, payment of the amount certified shall be available for withdrawal from the escrow by the Contractor not later than seven (7) days after the Engineer receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Engineer may reasonably require, but shall not be more detailed than cost-code aggregations, summarized by scope of work in Exhibit B. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Engineer, suitably stored off the site at a location agreed upon in writing.
- .3

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously withdrawn from the Escrow by the Contractor;
- .2 The amount, if any, for Work that remains uncorrected and for which the Engineer has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Engineer may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

10% retainage up to 50% completion of a scope

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Permits, general conditions, and all "Division 1" or "Owner Paid Costs"

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

Init.

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Retainage shall be released on a sub-contractor by subcontractor basis upon approval of Engineer of final completion for said subcontractor. .

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except as is required for timely progression of the work, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Engineer.

§ 5.2.2 The final payment to the Contractor shall be available for withdrawal from the Escrow no later than 30 days after the issuance of the Engineer’s final Certificate for Payment, or as follows:

§ 5.3 Interest

(Paragraphs deleted)

Intentionally deleted.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(Paragraphs deleted)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[] Litigation in a court of competent jurisdiction

[] Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may not be terminated.

Init.

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User Notes:

(1364282679)

(Paragraphs deleted)

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Owner's Receiver is hereby appointed as authorized representative of the Owner under this agreement:

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

James E. Thomas, Jr.
8335 Keystone Xing, Suite 220
Indianapolis, IN 46240

Email Address: jthomas@cityscaperesidential.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Owner shall provide governmentally-required maintenance or performance bonds with funds and sureties wholly separate from the Escrow and shall have all rights to any recovery from the performance surety payment of approximately \$99,986 currently on deposit with the City of Kansas City, Missouri, paid under the prior construction contract.

(Paragraphs deleted)

§ 8.7 Other provisions:

§ 8.7.1 This agreement is for completion of construction of partially-installed public improvements commenced under a separate, prior contract. Portions of that work have been installed and aspects contemplated in the original design will now be deleted from scope or will be deferred to later installation under separate contracts by future purchasers. While the intent of the original design documents was to create substantially complete building sites on one or more adjoining tracts, the intent now is that construction scope shall be confined to the strict limit of installation of public infrastructure (i.e. streets, utilities, and partial sidewalks) and shall not include improvements or alterations related to non-infrastructure scopes of work shown in the design documents (e.g. fill and finishing of building pad sites.) In addition, specific deletions of originally contemplated public infrastructure work that are excluded from the scope of this agreement are shown in the attached "Exhibit A".

§ 8.7.2 As part of this agreement Contractor shall also take over administration and distribution of \$177,020.87 in retainage as shown on Draw 13 of the prior contract for the predecessor work, such amount not included in the Contract Sum.

Init.

§ 8.7.3 The parties acknowledge that, as part of the process of funding the Escrow, a sum of Eight Hundred, Twenty-Five Thousand Dollars (\$825,000.00) has been deposited into the Escrow pursuant to a separate settlement agreement between Owner, Contractor, and other parties. By executing this agreement the parties agree that the funds in such escrow do not belong to Owner or Receiver, and no part of such funds shall be distributed to Owner or Receiver.

§ 8.7.4 In the event of a default under this agreement by Owner or its representatives, Contractor shall be entitled to, as remedy, immediate release and receipt of all remaining funds of the Escrow.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction

(Paragraphs deleted)

- .5 Drawings

Number	Title	Date
--------	-------	------

- .6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

- .7 Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

(Paragraphs deleted)

Exhibit A - Deleted scopes of public infrastructure Exhibit B – Schedule of values

(Table deleted)

- .9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

James E. Thomas, Jr., Manager

(Printed name and title)



Init.

/

Additions and Deletions Report for AIA® Document A101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 20:04:02 ET on 08/27/2019.

PAGE 1

AGREEMENT made as of the Twenty-ninth day of July in the year Two Thousand Nineteen

...

Parrot Properties, Inc.

...

Cityscape Construction - View High, LLC, Limited Liability Company
8335 Keystone Xing, Suite 220
Indianapolis, IN 46240
Telephone Number: 317-574-1600

...

Village at View High Infrastructure
Lee's Summit, MO
Completion of partially-installed public infrastructure improvements for The Village at View High

The ~~Architect~~:Engineer:

...

Engineering Solutions
50 S.E. 30th Street
Lee's Summit, MO 64082
816-623-9888

PAGE 2

The date of this Agreement.

PAGE 3

Not later than one hundred twenty (120) calendar days from the date of commencement of the Work.

...

§ 4.1 The Owner shall ~~pay the Contractor~~ have deposited in an escrow account available to Contractor at First American Title Insurance (the "Escrow") an amount which includes, among other amounts, the Contract Sum. The Contractor shall be entitled to draw from the Escrow the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be—(\$ —), subject to additions and deductions as provided in the Contract Documents.~~Contract pursuant to this agreement. The Contract Sum shall be Four Hundred, Ninety-Six~~

Thousand, Three Hundred Nineteen Dollars (\$ 496,319.00) distributed across the schedule of values in the attached Exhibit B.

...

Item Price

None

...

Item Price Conditions for Acceptance

None

...

Item Price

None

...

Item Units and Limitations Price per Unit (\$0.00)

None

...

None

...

None

...

§ 5.1.1 Based upon Applications for Payment submitted to the ~~Architect~~ Engineer by the Contractor and Certificates for Payment issued by the ~~Architect~~, the Owner shall make approved by the Engineer and Receiver, the Contractor shall be entitled to draw progress payments on account of the Contract Sum to the Contractor from the Escrow as provided below and elsewhere in the Contract Documents.

...

Draws shall be allowed at the rate of one draw per month.

§ 5.1.3 Provided that an Application for Payment is received by the ~~Architect~~ not later than the day of a month, the Owner shall make payment of Engineer not later than the 7th day of a month, the Engineer and Receiver shall review/adjust and sign the draw, and Contractor shall be able to draw from the Escrow the amount certified to the Contractor not later than the 14th day of the same month. If an Application for Payment is received by the ~~Architect~~ Engineer after the application date fixed above, payment of the amount certified shall be ~~made by the Owner not later than () days after the Architect~~ available for withdrawal from the escrow by the Contractor not later than seven (7) days after the Engineer receives the Application for Payment.

PAGE 4

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the

various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the ~~Architect may require.~~ Engineer may reasonably require, but shall not be more detailed than cost-code aggregations, summarized by scope of work in Exhibit B. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

...

- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the ~~Owner, Engineer,~~ suitably stored off the site at a location agreed upon in writing; and writing.
- .3 ~~That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.~~

...

- .1 The aggregate of any amounts previously paid by the Owner; withdrawn from the Escrow by the Contractor;
- .2 The amount, if any, for Work that remains uncorrected and for which the ~~Architect-Engineer~~ has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;

...

- .4 For Work performed or defects discovered since the last payment application, any amount for which the ~~Architect-Engineer~~ may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and

...

10% retainage up to 50% completion of a scope

...

Permits, general conditions, and all "Division 1" or "Owner Paid Costs"

PAGE 5

Retainage shall be released on a sub-contractor by subcontractor basis upon approval of Engineer of final completion for said subcontractor. .

...

§ 5.1.9 ~~Except with the Owner's prior approval, as is required for timely progression of the work,~~ the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

...

- .2 a final Certificate for Payment has been issued by the ~~Architect-Engineer.~~

§ 5.2.2 The ~~Owner's~~ final payment to the Contractor shall be ~~made available for withdrawal from the Escrow~~ no later than 30 days after the issuance of the ~~Architect's-Engineer's~~ final Certificate for Payment, or as follows:

...

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

—%

Intentionally deleted.

...

The Architect-Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

...

[] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

...

~~If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.~~

...

~~§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.~~ not be terminated.

~~§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:~~

~~*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*~~

~~§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.~~

PAGE 6

Owner’s Receiver is hereby appointed as authorized representative of the Owner under this agreement:

...

James E. Thomas, Jr.
8335 Keystone Xing, Suite 220
Indianapolis, IN 46240

...

Email Address: jthomas@cityscaperesidential.com

...

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™ 2017 Exhibit A, and elsewhere in the Contract Documents. Owner shall provide governmentally-required maintenance or performance bonds with funds and sureties wholly separate from the Escrow and shall have all rights to any recovery from the performance surety payment of approximately \$99,986 currently on deposit with the City of Kansas City, Missouri, paid under the prior construction contract.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7.1 This agreement is for completion of construction of partially-installed public improvements commenced under a separate, prior contract. Portions of that work have been installed and aspects contemplated in the original design will now be deleted from scope or will be deferred to later installation under separate contracts by future purchasers. While the intent of the original design documents was to create substantially complete building sites on one or more adjoining tracts, the intent now is that construction scope shall be confined to the strict limit of installation of public infrastructure (i.e. streets, utilities, and partial sidewalks) and shall not include improvements or alterations related to non-infrastructure scopes of work shown in the design documents (e.g. fill and finishing of building pad sites.) In addition, specific deletions of originally contemplated public infrastructure work that are excluded from the scope of this agreement are shown in the attached "Exhibit A".

§ 8.7.2 As part of this agreement Contractor shall also take over administration and distribution of \$177,020.87 in retainage as shown on Draw 13 of the prior contract for the predecessor work, such amount not included in the Contract Sum.

§ 8.7.3 The parties acknowledge that, as part of the process of funding the Escrow, a sum of Eight Hundred, Twenty-Five Thousand Dollars (\$825,000.00) has been deposited into the Escrow pursuant to a separate settlement agreement between Owner, Contractor, and other parties. By executing this agreement the parties agree that the funds in such escrow do not belong to Owner or Receiver, and no part of such funds shall be distributed to Owner or Receiver.

§ 8.7.4 In the event of a default under this agreement by Owner or its representatives, Contractor shall be entitled to, as remedy, immediate release and receipt of all remaining funds of the Escrow.

PAGE 7

4 — AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this Agreement.)

...

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[] — AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204–2017 incorporated into this Agreement.)

[] The Sustainability Plan:

Title	Date	Pages
-------	------	-------

[] ~~Supplementary and other Conditions of the Contract:~~ Exhibit A - Deleted scopes of public infrastructure Exhibit B – Schedule of values

Document	Title	Date	Pages
----------	-------	------	-------

PAGE 8

James E. Thomas, Jr., Manager

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Kelli Lawrence, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 20:04:02 ET on 08/27/2019 under Order No. 9639363765 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

EXHIBIT B

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT

containing Contractor's signed Certification, is attached

In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retainage for line items may apply.

A	B		C			
Cost Code	Description of Work	Revised Control Estimate	Completed From Predecessor Contract	Balance to Finish in Prior Contract	Adjustments for Scope	Contract Schedule of Values
	OWNER DRAWN COSTS	136,123.79	47,123.79	89,000.00	-75,000.00	14,000.00
01-430	LEGAL FEES	3,999.28	3,999.28	0.00		0.00
01-435	SOFTWARE	1,750.00	1,750.00	0.00		0.00
01-460	BLUEPRINTS	682.91	682.91	0.00		0.00
01-540	BUILDING PERMITS	217,554.71	162,983.16	54,571.55	-50,000.00	4,571.55
02-230	EROSION/SEDIMENTATION CONTROL	3,500.00	3,500.00	0.00		0.00
02-300	EARTHWORK/EXCAVATION	1,571,167.00	1,197,386.00	373,781.00	-195,843.85	177,937.15
02-410	WATER DISTRIBUTION	169,358.81	164,997.62	4,361.19		4,361.19
02-415	SURVEYING & TESTING	50,000.00	25,756.00	24,244.00		24,244.00
02-420	SANITARY SEWER	110,874.57	110,873.57	1.00		1.00
02-425	OFF SITE SEWER	475,127.40	475,127.40	0.00		0.00
02-450	STORM SEWER	663,589.00	654,311.28	9,277.72		9,277.72
02-500	CONCRETE CURBS	130,924.00	40,346.19	90,577.81	-40,000.00	50,577.81
02-700	ASPHALT PAVING	368,739.00	182,506.60	186,232.40	-12,000.00	174,232.40
02-720	PARKING LOT STRIPING	29,359.50	14,679.50	14,680.00		14,680.00
17-100	CONTINGENCY	-	0.00	0.00		0.00
20-100	GC FEE	313,275.00	253,554.44	59,720.56	-37,284.38	22,436.17
				0.00		
		4,246,024.97	3,339,577.74	906,447.23	-410,128.23	496,319.00

Exhibit C
Sources and Uses

Sources		
	Unfunded Escrow at First American	\$ 323,105.00
	UMB partial release of Letter of Credit	<u>\$ 825,000.00</u>
		<u>\$ 1,148,105.00</u>
Uses		
	Carry-over of retainage shown at end of Draw 13	\$ 177,020.87
	Unfunded amount from 9-11, with revised fee draw per Schlicht	\$ 344,357.81
	To-be funded amount on Draw 13	<u>\$ 130,407.32</u>
	Total for Prior Contract Close-out	<u>\$ 651,786.00</u>
	Net Amount of new Contract and Escrow Amount	<u>\$ 496,319.00</u>
	TOTAL USES	<u>\$ 1,148,105.00</u>

Exhibit D
Form of Escrow Agreement

SEE ATTACHED

Escrow Number: _____

Date: September __, 2019

ESCROW AGREEMENT

Property Address: View High Drive and Kessler Drive, Lee's Summit, Missouri (Public Infrastructure Project)

Deposit(s): \$825,000.000

Certified, uncertified, cashier check(s) or wire(s) in the amount of **Eight Hundred and Twenty-Five Thousand and No/100 Dollars (\$825,000.00)** (the "Funds") is hereby deposited with First American Title Insurance Company, as Escrowee ("Escrowee") into this Escrow Agreement ("Agreement") and shall be released and delivered by Escrowee only upon the joint written order of the undersigned or their respective legal representatives or assigns, except as provided below. Title to the Funds shall be held in the name of Escrowee pending disbursement hereunder.

Without any further instructions or approvals from the undersigned, the Escrowee is directly to release to Contractor the sum of **One Hundred Fifty-One Thousand, Six Hundred, Sixty Dollars (\$151,660.00)** from the Funds upon deposit of the Funds for payment of owed and unpaid amounts under a prior Cost-Plus construction agreement between Contractor and Developer.

If the Contractor believes in good faith that it is entitled to receive some or all of the funds in Escrow in accordance with the terms and conditions of the Settlement Agreement dated September 3, 2019 by and between Contractor, Receiver, Lender, Developer and other parties thereto (the "Settlement Agreement") and/or pursuant to the Stipulated Sum Contract (as defined in the Settlement Agreement), the Contractor may deliver written notice to Escrowee, with a mandatory copy of notice being simultaneously delivered to the Receiver, providing the information required for disbursement under the Stipulated Sum Contract (each a "Disbursement Request"). If the Receiver executes the Disbursement Request, or does not deliver written notice to Escrowee that it objects to any Disbursement Request within five (5) business days of the delivery of a Disbursement Request, Escrowee shall disburse such funds to Contractor with no further consents or approvals of any kind being required from the Receiver. If the Receiver timely objects to a Disbursement Request, Escrowee shall not disburse any funds from the Escrow until it receives a joint direction from both Contractor and the Receiver or the Receiver agrees in writing that such funds may be released to Contractor. The undersigned agree that Developer and Receiver have no right, title, or interest in the Funds, and no ability to draw, use, or make any claim to the Funds.

Escrowee is not bound by any term or provision not contained herein.

Notwithstanding the foregoing, Escrowee is hereby expressly authorized to regard and to comply with and obey any and all orders, judgments or decrees entered or issued by any court with or without jurisdiction, and in case the said Escrowee obeys or complies with any such order, judgment or decree of any court it shall not be liable to any of the parties hereto or any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree being entered without jurisdiction or being subsequently reversed, modified,

annulled, set aside or vacated. In case of any suit or proceeding regarding this escrow, to which said Escrowee is or may at any time become a party, it shall have a lien on the contents hereof for any and all costs, and reasonable attorneys' fees, whether such attorneys shall be regularly retained or specially employed, and any other expenses which it may have incurred or become liable for on account thereof, and it shall be entitled to reimburse itself therefore out of said deposit, and the undersigned jointly and severally agree to pay said Escrowee upon demand all such costs, fees and expenses so incurred, to the extent the funds deposited hereunder shall be insufficient to allow for such reimbursement.

If any disagreement or dispute shall arise between the Contractor and Receiver as to whether the Escrow Funds should be disbursed to Contractor hereunder, then, at Escrowee's option Escrowee may take such affirmative steps as it may, in its sole reasonable discretion, elect, (i) to substitute for itself an impartial party reasonably satisfactory to Contractor and Receiver to act as substitute escrow agent, (ii) to deposit the Funds with a court of competent jurisdiction, or (iii) to commence an action for interpleader, the costs thereof to be borne by Contractor and Receiver. If the Escrow Funds remain on deposit with Escrow Agent beyond the termination of this Agreement, Escrow Agent shall have the right, but not the obligation, to escheat the Escrow Funds to the Governing Law State.

Escrowee shall not be or become liable to any person for any damages, losses or expenses that may be incurred as a result of Escrowee performance of its duties or exercise of the powers granted to it under this Agreement, or otherwise, or claimed failure of its duties hereunder (unless caused by the willful misconduct or gross negligence of Escrowee). Contractor, Receiver, Lender, and Developer expressly waive and release Escrowee from all such liability. Escrowee shall be automatically released from all obligation, responsibility and liability hereunder upon Escrowee's disbursement, delivery or deposit of the Funds in accordance with the provisions of this Agreement.

It is expressly understood that in its capacity as escrow agent hereunder, Escrowee acts as a stakeholder for the convenience and accommodation of Contractor, Receiver, Lender, and Developer as a depository only and is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of any instrument received by or deposited with Escrowee and reasonably believed by Escrowee to be genuine, or for the form of execution of such instruments, or for the identity, authority or right of any person executing or depositing the same, or for the terms and conditions of any instrument pursuant to which Escrowee may act.

The duties of Escrowee in its capacity as escrow agent hereunder are purely ministerial. Escrow Agent shall not have any duties or responsibilities in respect of the Funds except those set forth in this Agreement and shall not incur any liability in acting upon any signature, notice, request, waiver, consent, receipt or other paper or document reasonably believed by Escrow Agent to be genuine, and Escrow Agent may assume that any person purporting to give it any notice on behalf of Receiver or Contractor in accordance with the provisions hereof has been duly authorized to do so.

In no case shall the above mentioned deposit be surrendered except in accordance with the terms of this Escrow Agreement.

Billing Instructions:

Escrow fee will be billed as follows: \$300.00 payable upon release of funds from escrow, ½ to be paid by each party. If there is more than one disbursement from escrow, there shall be a \$150.00 additional fee charged for each such additional disbursement, ½ to be paid by each party.

Except as to deposits of funds for which Escrowee has received express written direction concerning investment or other handling, the parties hereto agree the Escrowee shall be under no duty to invest or reinvest any cash at any time held by it hereunder. The Escrowee shall have the full right, power and authority to commingle any and all cash at any time constituting said deposit or part thereof with its other Escrow funds and all income, if any, derived from any use which the Escrowee may make of any deposits hereunder shall belong to the Escrowee.

Contractor and Receiver agree to hold Escrowee harmless from all claims for damages arising out of this Agreement and do hereby agree to indemnify Escrowee for all costs and attorney's fees except for Escrowee's failure to account for the funds held hereunder, or acting in conflict with the terms hereof.

[NO FURTHER TEXT – SIGNATURES ON NEXT PAGE]

CONTRACTOR:

CITYSCAPE CONSTRUCTION –VIEW HIGH, LLC

Signed By: _____
James E. Thomas, Jr.

Address: 8335 Keystone Crossing #220
Indianapolis, IN 46240

Phone: (317) 574-1600

E-mail: jthomas@cityscaperesidential.com

RECEIVER:

JAMES MACLAUGHLIN, AS RECEIVER

Signed By: _____

Address: _____

Phone: _____

E-mail: _____

LENDER:

UMB BANK, N. A., A NATIONAL BANKING ASSOCIATION

Signed By: _____

Address: _____

Phone: _____

E-mail: _____

DEVELOPER:

PARROT PROPERTIES, INC.

Signed By: _____

Address: _____

Phone: _____

E-mail: _____

ACCEPTED:

First American Title Insurance Company

By: _____