

Written Request

Old National Wealth Management
123 Main Street
Evansville, IN 47708
Attention: Corporate Trust Department

This written request ("Written Request") is submitted pursuant to the provisions of Section 4.4(b) of that certain Trust Indenture dated as of July 1, 2024 ("Indenture"), between the Town of Zionsville, Indiana ("Issuer") and Old National Wealth Management, as Trustee, as trustee ("Trustee"). The terms used herein have the same meanings as when used in the Indenture except where the context otherwise requires.

Holliday Farms SL Real Estate, LLC, a Delaware limited liability company authorized to do business in the State of Indiana ("Company"), hereby requests that on February 12, 2025, the Trustee pay from funds held in the Construction Account the amount specified in paragraph (b) below. In support of this Written Request, the Company states as follows:

- (a) This Written Request is requisition number **Four (4)**;
- (b) The aggregate amount of costs to be paid or reimbursed is **\$107,076.70**;
- (c) The costs referred to in paragraph (b) above have been paid or incurred and were necessary for the construction or equipping of the Project and were made or incurred in accordance with the construction contracts, plans and specifications, or purchase contracts therefor now in effect;
- (d) The costs referred to in paragraph (b) were incurred to pay Costs of Construction of the Project relating to **surveying, earthwork, stormwater infrastructure, pavement, striping, and contractor fee—refer to Schedule A**;
- (e) The amount paid or to be paid, as set forth in paragraph (b) above, is reasonable and represents a part of the amount payable for the costs of equipping the Project, all in accordance with the cost budget, and such payment was not paid in advance of the time, if any, fixed for payment and was made in accordance with the terms of any contracts applicable thereto and in accordance with usual and customary practice under existing conditions;
- (f) No part of the said Construction Costs was included in any Written Request previously filed with the Trustee under the provisions of Section 4.4(b) of the Indenture;
- (g) The costs referred to in paragraph (b) above are appropriate for the expenditure of proceeds of the Bonds under the Act; and
- (h) The vendors and the amount paid and/or to be paid to each and copies of invoices paid and/or to be paid with copies of checks used for any previously made payment and, if a vendor is an unincorporated entity, the taxpayer identification number for such vendor, are attached hereto on **Schedule A**.

The approval of the Redevelopment Commission President is required to draw down funds.

Request #4
February 2025

In accordance with the provisions of the Indenture, each of the Bond Purchaser and the Company has caused this Written Request to be signed on its behalf this 12th day of February, 2025.

HOLLIDAY FARMS SL REAL ESTATE, LLC, as
Company

By:  _____

Its: Managing Member

APPROVED

ZIONSVILLE REDEVELOPMENT
COMMISSION

President

cc: Town of Zionsville, Indiana

Request #4
February 2025

SCHEDULE A

Amounts set forth herein have been paid, or are requested to be paid as part of this Written Request, by the Company for Costs of Construction.

Feb-25			
Invoice #	Amount	Status	Description
Application No. 5	\$ 104,307.82	Not yet paid; Pay directly to Vendor	Surveying, Pavement, Striping, Irrigation, Earthwork, Contractor Fee
Application No. 6	\$ 2,768.88	Not yet paid; Pay directly to Vendor	Surveying, Bioswale, Contractor Fee
	\$ 107,076.70		

Payment Request Summary

To Owner:

Holliday Farms SL Real Estate, LLC
8620 Nealy Lane
Edwardsville, IL 62025

Project:

Holliday Farms Sr. Living - TIF
3911 S. US 421
Zionsville, IN 46077

Application No.:

5

Application Date:

11.30.24

Period To:

11.30.24

Project No.:

24-003-002B

Contract Date:

6.28.2024

Contract For:

Copies to:

0	Owner
0	Architect
1	General Contractor
0	Subcontractor

From Contractor:

Avenue Construction, Inc
8453 Keystone Crossing Blvd., Suite 140
Indianapolis, IN 46240

Architect:

Vessel architecture
600 Emerson Rd., Suite 401
St. Louis, MO 63141

Subcontract/PO #:

Contractor's Payment Request

Request is made for payment, as shown below, in connection with the Contract.

A Detail Sheet is attached.

1. Original Contract Sum	\$1,950,000.00
2. Net change by Change Orders	\$0.00
3. Contract Sum to Date (Line 1 + 2)	\$1,950,000.00
4. Total Completed & Stored (Column K on Detail Sheet)	\$1,754,588.65
5. Retainage	
a. 10.00% of Completed Work	\$175,458.88
(Column K on Continuation)	
Total Retainage (Line 5a)	\$175,458.88
6. Total Earned Less Retainage (Line 4 Less Line 5's Total)	\$1,579,129.77
7. Less Previous Certificates for Payment (Line 6 from prior Payment Request)	\$1,474,821.95
8. Current Payment Due	\$104,307.82
8a. Current Completed Including Retainage	\$115,897.58
8b. Retainage Being Held This Period	\$11,589.76
9. Balance to Finish Including Retainage Being Held (Line 3 less Line 6)	\$370,870.23

Change Order Summary	Additions	Deductions
Total approved in previous months	\$0.00	\$0.00
Total approved this month	\$0.00	\$0.00
Totals	\$0.00	\$0.00
Net Changes by Change Order	\$0.00	

Contractor's Certificate for Payment

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Request for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the General Contractor, and that current payment shown herein is now due.

CONTRACTOR:

By:

Date: 12.6.24

State of Indiana County of Marion

Subscribed and sworn to before me on: 12.6.24

Notary Public:

My Commission expires: 11.12.31

KRISTIN LYNN LAU
Notary Public - Seal
Hamilton County - State of Indiana
Commission Number NP0752756
My Commission Expires Nov 12, 2031

Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the **Amount Certified**.

Amount Certified \$

(Attach explanation if amount certified differs from the amount applied.)

ARCHITECT:

Vessel architecture

By:

Date:

This Certificate is not negotiable. The **Amount Certified** is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Application for Payment Continuation Sheet

CONTRACTOR NAME: Avenue Construction, Inc
 APPLICATION NO: 5
 APPLICATION DATE: 11.30.24
 PERIOD TO: 11.30.24
 CRG PROJECT NO: 24-003-002B
 PROJECT NAME: Holliday Farms Sr. Living - TIF

A	B	C	D	E	F	G	H	I	J	K	L	M	N
ITEM NO.			DESCRIPTION OF WORK	CONTRACT AMOUNT	TOTAL OF CHANGE ORDERS TO DATE	CURRENT SCHEDULED VALUE (E+F)	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN H OR I) (Move to I when installed)	TOTAL COMPLETED AND STORED TO DATE (H+I+J)	% COMPLETE (K/G)	BALANCE TO FINISH (G-K)	RETAINAGE HELD
							FROM PREVIOUS APPLICATIONS (H+I)	THIS PERIOD					
1			<u>US 421</u>		\$0.00	\$0.00		\$0.00		\$0.00	0.00%	\$0.00	\$0.00
2			General Liability	\$ 1,351.07	\$0.00	\$1,351.07	\$1,351.07	\$0.00		\$1,351.07	100.00%	(\$0.00)	\$135.11
3			Contractors Fee	\$ 18,789.97	\$0.00	\$18,789.97	\$15,031.97	\$3,758.00		\$18,789.97	100.00%	(\$0.00)	\$1,879.00
4			Professional Services		\$0.00	\$0.00		\$0.00		\$0.00	0.00%	\$0.00	\$0.00
5			Survey & Layout	\$ 5,000.00	\$0.00	\$5,000.00		\$2,159.50		\$2,159.50	43.19%	\$2,840.50	\$215.95
6			Material Testing	\$ 9,164.00	\$0.00	\$9,164.00	\$523.79	\$1,449.08		\$1,972.87	21.53%	\$7,191.13	\$197.29
3000			Concrete		\$0.00	\$0.00		\$0.00		\$0.00	0.00%	\$0.00	\$0.00
3100			Site Concrete	\$15,301.25	\$0.00	\$15,301.25	\$15,301.25	\$0.00		\$15,301.25	100.00%	\$0.00	\$1,530.13
31000			Earthwork & Utilities		\$0.00	\$0.00		\$0.00		\$0.00	0.00%	\$0.00	\$0.00
31111			Earthwork	\$ 136,032.00	\$0.00	\$136,032.00	\$88,000.00	\$30,000.00		\$118,000.00	86.74%	\$18,032.00	\$11,800.00
31120			Lime Stabalization	\$ 27,679.00	\$0.00	\$27,679.00	\$27,679.00	\$0.00		\$27,679.00	100.00%	\$0.00	\$2,767.90
31130			Traffic Control	\$ 13,000.00	\$0.00	\$13,000.00	\$13,000.00	\$0.00		\$13,000.00	100.00%	\$0.00	\$1,300.00
32000			Exterior Improvements		\$0.00	\$0.00		\$0.00		\$0.00	0.00%	\$0.00	\$0.00
32100			Asphalt Paving		\$0.00	\$0.00		\$0.00		\$0.00	0.00%	\$0.00	\$0.00
32101			Base and Binder	\$92,203.73	\$0.00	\$92,203.73	\$92,203.73	\$0.00		\$92,203.73	100.00%	\$0.00	\$9,220.37
32102			Topcoat	\$18,553.70	\$0.00	\$18,553.70	\$18,553.70	\$0.00		\$18,553.70	100.00%	\$0.00	\$1,855.37
32103			Stone Shoulder	\$16,705.00	\$0.00	\$16,705.00		\$16,705.00		\$16,705.00	100.00%	\$0.00	\$1,670.50
32104			Striping	\$35,000.00	\$0.00	\$35,000.00		\$35,000.00		\$35,000.00	100.00%	\$0.00	\$3,500.00
32200			Landscaping and Irrigation	\$ 3,195.00	\$0.00	\$3,195.00		\$0.00		\$0.00	0.00%	\$3,195.00	\$0.00
7			<u>Access Road</u>		\$0.00	\$0.00		\$0.00		\$0.00	0.00%	\$0.00	\$0.00
8			General Liability	\$ 2,512.50	\$0.00	\$2,512.50	\$2,512.50	\$0.00		\$2,512.50	100.00%	\$0.00	\$251.25
9			Contractors Fee	\$34,390.25	\$0.00	\$34,390.25	\$27,512.20	\$5,506.00		\$33,018.20	96.01%	\$1,372.05	\$3,301.82
10			Professional Services		\$0.00	\$0.00		\$0.00		\$0.00	0.00%	\$0.00	\$0.00
11			Survey & Layout	\$ 7,000.00	\$0.00	\$7,000.00	\$1,615.50	\$0.00		\$1,615.50	23.08%	\$5,384.50	\$161.55
12			Material Testing	\$5,950.00	\$0.00	\$5,950.00	\$523.79	\$0.00		\$523.79	8.80%	\$5,426.21	\$52.38
3300			Concrete		\$0.00	\$0.00		\$0.00		\$0.00	0.00%	\$0.00	\$0.00
3400			Site Concrete	\$ 42,755.00	\$0.00	\$42,755.00	\$36,949.38	\$0.00		\$36,949.38	86.42%	\$5,805.62	\$3,694.94
12000			Monument Sign	\$ 9,484.00	\$0.00	\$9,484.00		\$0.00		\$0.00	0.00%	\$9,484.00	\$0.00
26000			Electrical		\$0.00	\$0.00		\$0.00		\$0.00	0.00%	\$0.00	\$0.00
26100			Electrical	\$ 59,650.00	\$0.00	\$59,650.00	\$5,965.00	\$0.00		\$5,965.00	10.00%	\$53,685.00	\$596.50
31200			Earthwork & Utilities		\$0.00	\$0.00		\$0.00		\$0.00	0.00%	\$0.00	\$0.00
31211			Earthwork	\$ 109,045.53	\$0.00	\$109,045.53	\$109,045.53	\$0.00		\$109,045.53	100.00%	\$0.00	\$10,904.55
31220			Construction Entrance	\$19,500.00	\$0.00	\$19,500.00	\$19,500.00	\$0.00		\$19,500.00	100.00%	\$0.00	\$1,950.00
31230			Storm Sewer - Material	\$94,927.50	\$0.00	\$94,927.50	\$94,927.50	\$0.00		\$94,927.50	100.00%	\$0.00	\$9,492.75
31231			Storm Sewer - Labor	\$39,962.50	\$0.00	\$39,962.50	\$39,962.50	\$0.00		\$39,962.50	100.00%	\$0.00	\$3,996.25
31240			Lime Stabalization	\$ 17,449.00	\$0.00	\$17,449.00	\$17,449.00	\$0.00		\$17,449.00	100.00%	\$0.00	\$1,744.90
32300			Exterior Improvements		\$0.00	\$0.00		\$0.00		\$0.00	0.00%	\$0.00	\$0.00
32400			Asphalt Paving		\$0.00	\$0.00		\$0.00		\$0.00	0.00%	\$0.00	\$0.00
32401			Grading and Stone	\$52,782.10	\$0.00	\$52,782.10	\$52,782.10	\$0.00		\$52,782.10	100.00%	\$0.00	\$5,278.21
32402			Base and Binder	\$43,606.56	\$0.00	\$43,606.56	\$43,606.56	\$0.00		\$43,606.56	100.00%	\$0.00	\$4,360.66
32403			Topcoat	\$29,770.35	\$0.00	\$29,770.35		\$0.00		\$0.00	0.00%	\$29,770.35	\$0.00
32500			Landscaping and Irrigation	\$1,875.00	\$0.00	\$1,875.00		\$0.00		\$0.00	0.00%	\$1,875.00	\$0.00
32505			Landscaping	\$ 5,631.00	\$0.00	\$5,631.00		\$0.00		\$0.00	0.00%	\$5,631.00	\$0.00
			Irrigation Sleeves	\$ 1,320.00	\$0.00	\$1,320.00		\$1,320.00		\$1,320.00	100.00%	\$0.00	\$132.00

Application for Payment Continuation Sheet

CONTRACTOR NAME: Avenue Construction, Inc
 APPLICATION NO: 5
 APPLICATION DATE: 11.30.24
 PERIOD TO: 11.30.24
 CRG PROJECT NO: 24-003-002B
 PROJECT NAME: Holliday Farms Sr. Living - TIF

A	B	C	D	E	F	G	H	I	J	K	L	M	N
ITEM NO.			DESCRIPTION OF WORK	CONTRACT AMOUNT	TOTAL OF CHANGE ORDERS TO DATE	CURRENT SCHEDULED VALUE (E+F)	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN H OR I) (Move to I when installed)	TOTAL COMPLETED AND STORED TO DATE (H+I+J)	% COMPLETE (K/G)	BALANCE TO FINISH (G-K)	RETAINAGE HELD
							FROM PREVIOUS APPLICATIONS (H+I)	THIS PERIOD					
32510			Irrigation	\$13,050.00	\$0.00	\$13,050.00		\$0.00		\$0.00	0.00%	\$13,050.00	\$0.00
			Backflow Enclosure Box	\$4,232.21	\$0.00	\$4,232.21		\$0.00		\$0.00	0.00%	\$4,232.21	\$0.00
32520			Bio Swale	\$19,572.00	\$0.00	\$19,572.00		\$0.00		\$0.00	0.00%	\$19,572.00	\$0.00
31300			Other		\$0.00	\$0.00		\$0.00		\$0.00	0.00%	\$0.00	\$0.00
31311			Erosion Control	\$16,025.00	\$0.00	\$16,025.00	\$16,025.00	\$0.00		\$16,025.00	100.00%	\$0.00	\$1,602.50
31320			Pond Excavation	\$129,008.00	\$0.00	\$129,008.00	\$129,008.00	\$0.00		\$129,008.00	100.00%	\$0.00	\$12,900.80
31330			Sanitary Sewer - Material	\$112,190.00	\$0.00	\$112,190.00	\$112,190.00	\$0.00		\$112,190.00	100.00%	\$0.00	\$11,219.00
31331			Sanitary Sewer - Labor	\$93,242.00	\$0.00	\$93,242.00	\$73,242.00	\$20,000.00		\$93,242.00	100.00%	\$0.00	\$9,324.20
31340			Storm Sewer - Material	\$384,142.50	\$0.00	\$384,142.50	\$384,142.50	\$0.00		\$384,142.50	100.00%	\$0.00	\$38,414.25
31341			Storm Sewer - Labor	\$164,632.50	\$0.00	\$164,632.50	\$164,632.50	\$0.00		\$164,632.50	100.00%	\$0.00	\$16,463.25
15			GC Fee on the other Items	\$44,319.79	\$0.00	\$44,319.79	\$35,455.00	\$0.00		\$35,455.00	80.00%	\$8,864.79	\$3,545.50
CHANGE ORDERS													
					\$0.00	\$0.00		\$0.00		\$0.00	0.00%	\$0.00	\$0.00
Total				1,950,000.00	0.00	1,950,000.00	1,638,691.07	115,897.58	0.00	1,754,588.65	89.98%	195,411.35	175,458.88



AFFIDAVIT, RELEASE AND WAIVER OF LIEN

☒ **PARTIAL**

☐ **FINAL**

I, Adam Filler being duly sworn, state that Avenue Construction, Inc. has contracted with
(Name, Please Print) (General Contractor)

Holiday Farms SL Real Estate, LLC. to furnish certain materials and/or labor for the following: Job No: 24-03-002

App. No: 5 known as Holiday Farms Sr. Living – TIF 3605 S. US. 421, Zionsville, IN 46077, for

which Avenue Construction, Inc. serves as general contractor, and does hereby further state:

AFFIDAVIT

☒ **PARTIAL WAIVER** There is due from Holiday Farms Sr. Living – TIF, the sum of: \$104,307.82

☐ Receipt of which is hereby acknowledged (unconditional waiver); or

☒ The payment of which has been promised as the sole consideration of this Affidavit, Release and Partial Waiver of Lien which is given solely with respect to said amount and is effective upon receipt of such payment (conditional waiver).

☐ **FINAL WAIVER** The final balance due from Holiday Farms Sr. Living – TIF, is the sum of:
\$ _____

☐ Receipt of which is hereby acknowledged (unconditional waiver); or

☐ The payment of which has been promised as the sole consideration of this Affidavit, Release and Partial Waiver of Lien which shall become effective upon receipt of such payment (conditional waiver).

THEREFORE, the undersigned waives and releases unto Holiday Farms SL Real Estate, LLC, (“Owner”), as owner of the project and the real estate on which it is located, any and all liens or claims whatsoever on the above-described property and improvements thereon on account of labor, material and/or services provided by the undersigned, subject to the limitations or conditions expressed herein, if any; and further releases claims of any nature against the Owner. The undersigned further certifies that all parties who have provided labor, materials and/or services for said work have been fully paid, or will be fully paid out of the payment contemplated herein, if any, such that no other party has or shall have any claim or right to a lien on account of labor, materials and/or services provided to the undersigned for said project and within the scope of this Affidavit, Release and Waiver of Lien.

I SWEAR OR AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE.

Avenue Construction Inc
(General Contractor)

[Signature]
(Representative Signature)

President
(Title, please print)

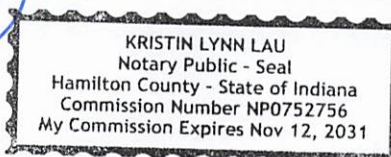
STATE OF: Indiana

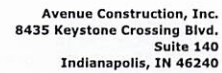
Subscribed and sworn to before me this
6th day of December, 2024
(Day) (Month) (Year)

COUNTY OF: Marion

Notary Public: [Signature]

Commission Expires: 11-12-31





Page 1 of 1



AFFIDAVIT, RELEASE AND WAIVER OF LIEN

☒ **PARTIAL**

☐ **FINAL**

I, Filson Enayawee Co. Inc. being duly sworn, state that Filson Enayawee Co. Inc. has contracted with
(Name, Please Print) (Contractor)

Avenue Construction, Inc. to furnish certain materials and/or labor for the following: Job No: 23-03-001

App. No: 2412-5 known as Holiday Farms Sr. Living - INDOT 3605 S. US. 421, Zionsville, IN 46077, for

which Avenue Construction, Inc. serves as general contractor, and do hereby further state on behalf of the
aforementioned:

Subcontractor/Supplier:

AFFIDAVIT

- ☒ **PARTIAL WAIVER** There is due from Avenue Construction, Inc. the sum of: \$ 45,000.00
☐ Receipt of which is hereby acknowledged (unconditional waiver); or
☒ The payment of which has been promised as the sole consideration of this Affidavit, Release and Partial
Waiver of Lien which is given solely with respect to said amount and is effective upon receipt of such
payment (conditional waiver).

☐ **FINAL WAIVER** The final balance due from Avenue Construction, Inc. is the sum of:
\$ _____

- ☐ Receipt of which is hereby acknowledged (unconditional waiver); or
☐ The payment of which has been promised as the sole consideration of this Affidavit, Release and Partial
Waiver of Lien which shall become effective upon receipt of such payment (conditional waiver).

THEREFORE, the undersigned waives and releases unto Holiday Farms SL Real Estate, LCC ("Owner"),
as owner of the project and the real estate on which it is located, any and all liens or claims whatsoever on
the above-described property and improvements thereon on account of labor, material and/or services
provided by the undersigned, subject to the limitations or conditions expressed herein, if any; and further
releases claims of any nature against the Owner. The undersigned further certifies that all parties who have
provided labor, materials and/or services for said work have been fully paid, or will be fully paid out of the
payment contemplated herein, if any, such that no other party has or shall have any claim or right to a lien
on account of labor, materials and/or services provided to the undersigned for said project and within the
scope of this Affidavit, Release and Waiver of Lien.

**I SWEAR OR AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING
STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE.**

Filson Enayawee Co. Inc.
(Contractor Name)

[Signature]
(Representative Signature)

PRS
(Title, please print)

STATE OF: IN

COUNTY OF: Hamilton

Notary Public: [Signature]

Subscribed and sworn to before me this
22 day of Nov, 2024
(Day) (Month) (Year)

Commission Expires: _____
NOTARY PUBLIC

SEAL
HAMILTON COUNTY STATE OF INDIANA
MY COMMISSION EXPIRES APRIL 27, 2032
COMMISSION NO. 682753



AFFIDAVIT, RELEASE AND WAIVER OF LIEN

☒ **PARTIAL**

☐ **FINAL**

I, Charlie Thomas being duly sworn, state that Weihe Engineers, Inc has contracted with
(Name, Please Print) (Contractor)

Avenue Construction, Inc. to furnish certain materials and/or labor for the following: Job No: 23-03-001

App. No: 2 known as Holiday Farms Sr. Living – Building 3605 S. US. 421, Zionsville, IN 46077, for
which Avenue Construction, Inc. serves as general contractor, and do hereby further state on behalf of
the aforementioned:

Subcontractor/Supplier:

AFFIDAVIT

☒ **PARTIAL WAIVER** There is due from Avenue Construction, Inc. the sum of: \$ 2,159.50

☐ Receipt of which is hereby acknowledged (unconditional waiver); or

☒ The payment of which has been promised as the sole consideration of this Affidavit, Release and Partial Waiver of Lien which is given solely with respect to said amount and is effective upon receipt of such payment (conditional waiver).

☐ **FINAL WAIVER** The final balance due from Avenue Construction, Inc. is the sum of:
\$ _____

☐ Receipt of which is hereby acknowledged (unconditional waiver); or

☐ The payment of which has been promised as the sole consideration of this Affidavit, Release and Partial Waiver of Lien which shall become effective upon receipt of such payment (conditional waiver).

THEREFORE, the undersigned waives and releases unto Holiday Farms SL Real Estate, LCC ("Owner"), as owner of the project and the real estate on which it is located, any and all liens or claims whatsoever on the above-described property and improvements thereon on account of labor, material and/or services provided by the undersigned, subject to the limitations or conditions expressed herein, if any; and further releases claims of any nature against the Owner. The undersigned further certifies that all parties who have provided labor, materials and/or services for said work have been fully paid, or will be fully paid out of the payment contemplated herein, if any, such that no other party has or shall have any claim or right to a lien on account of labor, materials and/or services provided to the undersigned for said project and within the scope of this Affidavit, Release and Waiver of Lien.

I SWEAR OR AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE.

Weihe Engineers, Inc
(Contractor Name)

[Signature]
(Representative Signature)

VP, Land Surveying
(Title, please print)

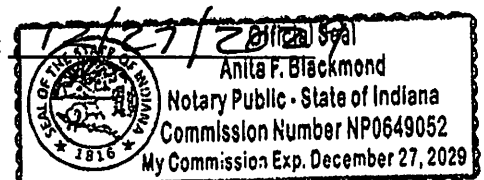
STATE OF: IN

COUNTY OF: Hamilton

Subscribed and sworn to before me this
19th day of NOV, 2024
(Day) (Month) (Year)

Notary Public: Anita F. Blackmond

Commission Expires: 12/27/2024





AFFIDAVIT, RELEASE AND WAIVER OF LIEN

☐ PARTIAL ☐ FINAL

I, Mark Herber being duly sworn, state that Alt & Witzig Engineering, Inc. has
contracted with
(Name, Please Print) (Contractor)

Avenue Construction, Inc. to furnish certain materials and/or labor for the following: Job No: 23-03-001

App. No: 1 known as Holiday Farms Sr. Living – INDOT 3605 S. US. 421, Zionsville, IN 46077, for

which Avenue Construction, Inc. serves as general contractor, and do hereby further state on behalf of the
aforementioned:

Subcontractor/Supplier:

AFFIDAVIT

☒ **PARTIAL WAIVER** There is due from Avenue Construction, Inc. the sum of: \$ 1,449.08

☐ Receipt of which is hereby acknowledged (unconditional waiver); or

☒ The payment of which has been promised as the sole consideration of this Affidavit, Release and Partial
Waiver of Lien which is given solely with respect to said amount and is effective upon receipt of such
payment (conditional waiver).

☐ **FINAL WAIVER** The final balance due from Avenue Construction, Inc. is the sum of:
\$ _____

☐ Receipt of which is hereby acknowledged (unconditional waiver); or

☐ The payment of which has been promised as the sole consideration of this Affidavit, Release and Partial
Waiver of Lien which shall become effective upon receipt of such payment (conditional waiver).

THEREFORE, the undersigned waives and releases unto Holiday Farms SL Real Estate, LCC (“Owner”),
as owner of the project and the real estate on which it is located, any and all liens or claims whatsoever on
the above-described property and improvements thereon on account of labor, material and/or services
provided by the undersigned, subject to the limitations or conditions expressed herein, if any; and further
releases claims of any nature against the Owner. The undersigned further certifies that all parties who have
provided labor, materials and/or services for said work have been fully paid, or will be fully paid out of the
payment contemplated herein, if any, such that no other party has or shall have any claim or right to a lien
on account of labor, materials and/or services provided to the undersigned for said project and within the
scope of this Affidavit, Release and Waiver of Lien.

**I SWEAR OR AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING
STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE.**

Alt & Witzig

(Contractor Name)

(Representative Signature)

Sr. Project Manager

(Title, please print)

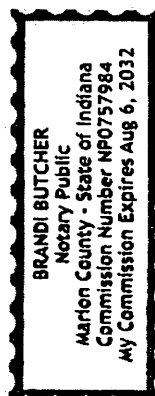
STATE OF: Indiana

COUNTY OF: Hamilton

Notary Public: Brandi Butcher

Subscribed and sworn to before me this
20th day of November, 2024
(Day) (Month) (Year)

Commission Expires: 08/06/32





AFFIDAVIT, RELEASE AND WAIVER OF LIEN

☒ **PARTIAL** ☐ **FINAL**

I, William A. Shvmaier being duly sworn, state that Globe Asphalt Paving has contracted with
(Name, Please Print) (Contractor)

Avenue Construction, Inc. to furnish certain materials and/or labor for the following: Job No: 23-03-001

App. No: ____ known as Holiday Farms Sr. Living - INDOT 3605 S. US. 421, Zionsville, IN 46077, for

which Avenue Construction, Inc. serves as general contractor, and do hereby further state on behalf of the
aforementioned:

Subcontractor/Supplier:

AFFIDAVIT

☒ **PARTIAL WAIVER** There is due from Avenue Construction, Inc. the sum of: \$ 46534.50

☐ Receipt of which is hereby acknowledged (unconditional waiver); or

☒ The payment of which has been promised as the sole consideration of this Affidavit, Release and Partial Waiver of Lien which is given solely with respect to said amount and is effective upon receipt of such payment (conditional waiver).

☐ **FINAL WAIVER** The final balance due from Avenue Construction, Inc. is the sum of:
\$ _____

☐ Receipt of which is hereby acknowledged (unconditional waiver); or

☐ The payment of which has been promised as the sole consideration of this Affidavit, Release and Partial Waiver of Lien which shall become effective upon receipt of such payment (conditional waiver).

THEREFORE, the undersigned waives and releases unto Holiday Farms SL Real Estate, LCC ("Owner"), as owner of the project and the real estate on which it is located, any and all liens or claims whatsoever on the above-described property and improvements thereon on account of labor, material and/or services provided by the undersigned, subject to the limitations or conditions expressed herein, if any; and further releases claims of any nature against the Owner. The undersigned further certifies that all parties who have provided labor, materials and/or services for said work have been fully paid, or will be fully paid out of the payment contemplated herein, if any, such that no other party has or shall have any claim or right to a lien on account of labor, materials and/or services provided to the undersigned for said project and within the scope of this Affidavit, Release and Waiver of Lien.

I SWEAR OR AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE.

Globe Asphalt Paving
(Contractor Name)

Will Shvmaier
(Representative Signature)

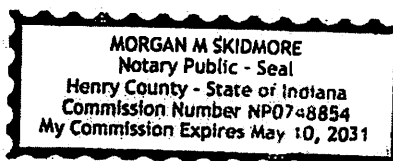
President
(Title, please print)

STATE OF: Indiana

Subscribed and sworn to before me this
27th day of November, 2024
(Day) (Month) (Year)

COUNTY OF: Marion

Notary Public: [Signature] Commission Expires: May 10, 2031





AFFIDAVIT, RELEASE AND WAIVER OF LIEN

☒ **PARTIAL** ☐ **FINAL**

I, Scott Ruble being duly sworn, state that Ruble Outdoor Concepts, Inc. has contracted with
(Name, Please Print) (Contractor)

Avenue Construction, Inc. to furnish certain materials and/or labor for the following: Job No: 23-03-001

App. No: ⁰⁰¹ known as Holiday Farms Sr. Living – INDOT 3605 S. US. 421, Zionsville, IN 46077, for

which Avenue Construction, Inc. serves as general contractor, and do hereby further state on behalf of the
aforementioned:

Subcontractor/Supplier:

AFFIDAVIT

☒ **PARTIAL WAIVER** There is due from Avenue Construction, Inc. the sum of: \$ 1,188.00

☐ Receipt of which is hereby acknowledged (unconditional waiver); or

☒ The payment of which has been promised as the sole consideration of this Affidavit, Release and Partial
Waiver of Lien which is given solely with respect to said amount and is effective upon receipt of such
payment (conditional waiver).

☐ **FINAL WAIVER** The final balance due from Avenue Construction, Inc. is the sum of:
\$ _____

☐ Receipt of which is hereby acknowledged (unconditional waiver); or

☐ The payment of which has been promised as the sole consideration of this Affidavit, Release and Partial
Waiver of Lien which shall become effective upon receipt of such payment (conditional waiver).

THEREFORE, the undersigned waives and releases unto Holiday Farms SL Real Estate, LCC ("Owner"),
as owner of the project and the real estate on which it is located, any and all liens or claims whatsoever on
the above-described property and improvements thereon on account of labor, material and/or services
provided by the undersigned, subject to the limitations or conditions expressed herein, if any; and further
releases claims of any nature against the Owner. The undersigned further certifies that all parties who have
provided labor, materials and/or services for said work have been fully paid, or will be fully paid out of the
payment contemplated herein, if any, such that no other party has or shall have any claim or right to a lien
on account of labor, materials and/or services provided to the undersigned for said project and within the
scope of this Affidavit, Release and Waiver of Lien.

**I SWEAR OR AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING
STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE.**

Ruble Outdoor Concepts, Inc.
(Contractor Name)

[Signature]
(Representative Signature)

President
(Title, please print)

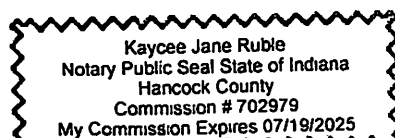
STATE OF: Indiana

Subscribed and sworn to before me this
22nd day of November, 2024
(Day) (Month) (Year)

COUNTY OF: Hancock

Notary Public: [Signature]

Commission Expires: 07/19/2025



Payment Request Summary

To Owner:

Holliday Farms SL Real Estate, LLC
8620 Nealy Lane
Edwardsville, IL 62025

Project:

Holliday Farms Sr. Living - TIF
3911 S. US 421
Zionsville, IN 46077

Application No.:

6

Application Date:

12.31.24

Period To:

12.31.24

Project No.:

24-003-002B

Contract Date:

6.28.2024

Contract For:

Copies to:

0	Owner
0	Architect
1	General Contractor
0	Subcontractor

From Contractor:

Avenue Construction, Inc
8453 Keystone Crossing Blvd., Suite 140
Indianapolis, IN 46240

Architect:

Vessel architecture
600 Emerson Rd., Suite 401
St. Louis, MO 63141

Subcontract/PO #:

Contractor's Payment Request

Request is made for payment, as shown below, in connection with the Contract.

A Detail Sheet is attached.

1. Original Contract Sum	\$1,950,000.00
2. Net change by Change Orders	\$0.00
3. Contract Sum to Date (Line 1 + 2)	\$1,950,000.00
4. Total Completed & Stored (Column K on Detail Sheet)	\$1,757,665.18
5. Retainage	
a. 10.00% of Completed Work (Column K on Continuation)	\$175,766.53
Total Retainage (Line 5a)	\$175,766.53
6. Total Earned Less Retainage (Line 4 Less Line 5's Total)	\$1,581,898.65
7. Less Previous Certificates for Payment (Line 6 from prior Payment Request)	\$1,579,129.77
8. Current Payment Due	\$2,768.88
8a. Current Completed Including Retainage	\$3,076.53
8b. Retainage Being Held This Period	\$307.65
9. Balance to Finish Including Retainage Being Held (Line 3 less Line 6)	\$368,101.35

Change Order Summary	Additions	Deductions
Total approved in previous months	\$0.00	\$0.00
Total approved this month	\$0.00	\$0.00
Totals	\$0.00	\$0.00
Net Changes by Change Order	\$0.00	

Contractor's Certificate for Payment

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Request for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the General Contractor, and that current payment shown herein is now due.

CONTRACTOR:

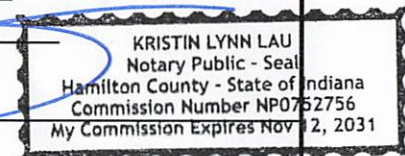
By:

Date: 01/03/25

State of Indiana County of Marion
Subscribed and sworn to before me on: 1.3.25

Notary Public:

My Commission expires: 11.12.31



Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified \$

(Attach explanation if amount certified differs from the amount applied.)

ARCHITECT:

Vessel architecture

By:

Date:

This Certificate is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Application for Payment Continuation Sheet

CONTRACTOR NAME: Avenue Construction, Inc
 APPLICATION NO: 6
 APPLICATION DATE: 12.31.24
 PERIOD TO: 12.31.24
 CRG PROJECT NO: 24-003-002B
 PROJECT NAME: Holliday Farms Sr. Living - TIF

A	B	C	D	E	F	G	H	I	J	K	L	M	N
ITEM NO.			DESCRIPTION OF WORK	CONTRACT AMOUNT	TOTAL OF CHANGE ORDERS TO DATE	CURRENT SCHEDULED VALUE (E+F)	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN H OR I) (Move to I when installed)	TOTAL COMPLETED AND STORED TO DATE (H+I+J)	% COMPLETE (K/G)	BALANCE TO FINISH (G-K)	RETAINAGE HELD
							FROM PREVIOUS APPLICATIONS (H+I)	THIS PERIOD					
1			<u>US 421</u>		\$0.00	\$0.00		\$0.00		\$0.00	0.00%	\$0.00	\$0.00
2			General Liability	\$ 1,351.07	\$0.00	\$1,351.07	\$1,351.07	\$0.00		\$1,351.07	100.00%	(\$0.00)	\$135.11
3			Contractors Fee	\$ 18,789.97	\$0.00	\$18,789.97	\$18,789.97	\$0.00		\$18,789.97	100.00%	(\$0.00)	\$1,879.00
4			Professional Services		\$0.00	\$0.00		\$0.00		\$0.00	0.00%	\$0.00	\$0.00
5			Survey & Layout	\$ 5,000.00	\$0.00	\$5,000.00	\$2,159.50	\$367.02		\$2,526.52	50.53%	\$2,473.48	\$252.65
6			Material Testing	\$ 9,164.00	\$0.00	\$9,164.00	\$1,972.87	\$0.00		\$1,972.87	21.53%	\$7,191.13	\$197.29
3000			Concrete		\$0.00	\$0.00		\$0.00		\$0.00	0.00%	\$0.00	\$0.00
3100			Site Concrete	\$15,301.25	\$0.00	\$15,301.25	\$15,301.25	\$0.00		\$15,301.25	100.00%	\$0.00	\$1,530.13
31000			Earthwork & Utilities		\$0.00	\$0.00		\$0.00		\$0.00	0.00%	\$0.00	\$0.00
31111			Earthwork	\$ 136,032.00	\$0.00	\$136,032.00	\$118,000.00	\$0.00		\$118,000.00	86.74%	\$18,032.00	\$11,800.00
31120			Lime Stabilization	\$ 27,679.00	\$0.00	\$27,679.00	\$27,679.00	\$0.00		\$27,679.00	100.00%	\$0.00	\$2,767.90
31130			Traffic Control	\$ 13,000.00	\$0.00	\$13,000.00	\$13,000.00	\$0.00		\$13,000.00	100.00%	\$0.00	\$1,300.00
32000			Exterior Improvements		\$0.00	\$0.00		\$0.00		\$0.00	0.00%	\$0.00	\$0.00
32100			Asphalt Paving		\$0.00	\$0.00		\$0.00		\$0.00	0.00%	\$0.00	\$0.00
32101			Base and Binder	\$92,203.73	\$0.00	\$92,203.73	\$92,203.73	\$0.00		\$92,203.73	100.00%	\$0.00	\$9,220.37
32102			Topcoat	\$18,553.70	\$0.00	\$18,553.70	\$18,553.70	\$0.00		\$18,553.70	100.00%	\$0.00	\$1,855.37
32103			Stone Shoulder	\$16,705.00	\$0.00	\$16,705.00	\$16,705.00	\$0.00		\$16,705.00	100.00%	\$0.00	\$1,670.50
32104			Striping	\$35,000.00	\$0.00	\$35,000.00	\$35,000.00	\$0.00		\$35,000.00	100.00%	\$0.00	\$3,500.00
32200			Landscaping and Irrigation	\$ 3,195.00	\$0.00	\$3,195.00		\$0.00		\$0.00	0.00%	\$3,195.00	\$0.00
7			<u>Access Road</u>		\$0.00	\$0.00		\$0.00		\$0.00	0.00%	\$0.00	\$0.00
8			General Liability	\$ 2,512.50	\$0.00	\$2,512.50	\$2,512.50	\$0.00		\$2,512.50	100.00%	\$0.00	\$251.25
9			Contractors Fee	\$34,390.25	\$0.00	\$34,390.25	\$33,018.20	\$158.17		\$33,176.37	96.47%	\$1,213.88	\$3,317.64
10			Professional Services		\$0.00	\$0.00		\$0.00		\$0.00	0.00%	\$0.00	\$0.00
11			Survey & Layout	\$ 7,000.00	\$0.00	\$7,000.00	\$1,615.50	\$0.00		\$1,615.50	23.08%	\$5,384.50	\$161.55
12			Material Testing	\$5,950.00	\$0.00	\$5,950.00	\$523.79	\$0.00		\$523.79	8.80%	\$5,426.21	\$52.38
3300			Concrete		\$0.00	\$0.00		\$0.00		\$0.00	0.00%	\$0.00	\$0.00
3400			Site Concrete	\$ 42,755.00	\$0.00	\$42,755.00	\$36,949.38	\$0.00		\$36,949.38	86.42%	\$5,805.62	\$3,694.94
12000			Monument Sign	\$ 9,484.00	\$0.00	\$9,484.00		\$0.00		\$0.00	0.00%	\$9,484.00	\$0.00
26000			Electrical		\$0.00	\$0.00		\$0.00		\$0.00	0.00%	\$0.00	\$0.00
26100			Electrical	\$ 59,650.00	\$0.00	\$59,650.00	\$5,965.00	\$0.00		\$5,965.00	10.00%	\$53,685.00	\$596.50
31200			Earthwork & Utilities		\$0.00	\$0.00		\$0.00		\$0.00	0.00%	\$0.00	\$0.00
31211			Earthwork	\$ 109,045.53	\$0.00	\$109,045.53	\$109,045.53	\$0.00		\$109,045.53	100.00%	\$0.00	\$10,904.55
31220			Construction Entrance	\$19,500.00	\$0.00	\$19,500.00	\$19,500.00	\$0.00		\$19,500.00	100.00%	\$0.00	\$1,950.00
31230			Storm Sewer - Material	\$94,927.50	\$0.00	\$94,927.50	\$94,927.50	\$0.00		\$94,927.50	100.00%	\$0.00	\$9,492.75
31231			Storm Sewer - Labor	\$39,962.50	\$0.00	\$39,962.50	\$39,962.50	\$0.00		\$39,962.50	100.00%	\$0.00	\$3,996.25
31240			Lime Stabilization	\$ 17,449.00	\$0.00	\$17,449.00	\$17,449.00	\$0.00		\$17,449.00	100.00%	\$0.00	\$1,744.90
32300			Exterior Improvements		\$0.00	\$0.00		\$0.00		\$0.00	0.00%	\$0.00	\$0.00
32400			Asphalt Paving		\$0.00	\$0.00		\$0.00		\$0.00	0.00%	\$0.00	\$0.00
32401			Grading and Stone	\$52,782.10	\$0.00	\$52,782.10	\$52,782.10	\$0.00		\$52,782.10	100.00%	\$0.00	\$5,278.21
32402			Base and Binder	\$43,606.56	\$0.00	\$43,606.56	\$43,606.56	\$0.00		\$43,606.56	100.00%	\$0.00	\$4,360.66

Application for Payment Continuation Sheet

CONTRACTOR NAME: Avenue Construction, Inc
 APPLICATION NO: 6
 APPLICATION DATE: 12.31.24
 PERIOD TO: 12.31.24
 CRG PROJECT NO: 24-003-002B
 PROJECT NAME: Holliday Farms Sr. Living - TIF

A	B	C	D	E	F	G	H	I	J	K	L	M	N
ITEM NO.			DESCRIPTION OF WORK	CONTRACT AMOUNT	TOTAL OF CHANGE ORDERS TO DATE	CURRENT SCHEDULED VALUE (E+F)	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN H OR I) (Move to I when installed)	TOTAL COMPLETED AND STORED TO DATE (H+I+J)	% COMPLETE (K/G)	BALANCE TO FINISH (G-K)	RETAINAGE HELD
							FROM PREVIOUS APPLICATIONS (H+I)	THIS PERIOD					
32403			Topcoat	\$29,770.35	\$0.00	\$29,770.35		\$0.00		\$0.00	0.00%	\$29,770.35	\$0.00
32500			Landscaping and Irrigation	\$1,875.00	\$0.00	\$1,875.00		\$0.00		\$0.00	0.00%	\$1,875.00	\$0.00
32505			Landscaping	\$ 5,631.00	\$0.00	\$5,631.00		\$0.00		\$0.00	0.00%	\$5,631.00	\$0.00
			Irrigation Sleeves	\$ 1,320.00	\$0.00	\$1,320.00	\$1,320.00	\$0.00		\$1,320.00	100.00%	\$0.00	\$132.00
32510			Irrigation	\$13,050.00	\$0.00	\$13,050.00		\$0.00		\$0.00	0.00%	\$13,050.00	\$0.00
			Backflow Enclosure Box	\$4,232.21	\$0.00	\$4,232.21		\$0.00		\$0.00	0.00%	\$4,232.21	\$0.00
32520			Bio Swale	\$19,572.00	\$0.00	\$19,572.00		\$2,551.34		\$2,551.34	13.04%	\$17,020.66	\$255.13
31300			Other		\$0.00	\$0.00		\$0.00		\$0.00	0.00%	\$0.00	\$0.00
31311			Erosion Control	\$16,025.00	\$0.00	\$16,025.00	\$16,025.00	\$0.00		\$16,025.00	100.00%	\$0.00	\$1,602.50
31320			Pond Excavation	\$129,008.00	\$0.00	\$129,008.00	\$129,008.00	\$0.00		\$129,008.00	100.00%	\$0.00	\$12,900.80
31330			Sanitary Sewer - Material	\$112,190.00	\$0.00	\$112,190.00	\$112,190.00	\$0.00		\$112,190.00	100.00%	\$0.00	\$11,219.00
31331			Sanitary Sewer - Labor	\$93,242.00	\$0.00	\$93,242.00	\$93,242.00	\$0.00		\$93,242.00	100.00%	\$0.00	\$9,324.20
31340			Storm Sewer - Material	\$384,142.50	\$0.00	\$384,142.50	\$384,142.50	\$0.00		\$384,142.50	100.00%	\$0.00	\$38,414.25
31341			Storm Sewer - Labor	\$164,632.50	\$0.00	\$164,632.50	\$164,632.50	\$0.00		\$164,632.50	100.00%	\$0.00	\$16,463.25
15			GC Fee on the other Items	\$44,319.79	\$0.00	\$44,319.79	\$35,455.00	\$0.00		\$35,455.00	80.00%	\$8,864.79	\$3,545.50
CHANGE ORDERS													
					\$0.00	\$0.00		\$0.00		\$0.00	0.00%	\$0.00	\$0.00
Total				1,950,000.00	0.00	1,950,000.00	1,754,588.65	3,076.53	0.00	1,757,665.18	90.14%	192,334.82	175,766.53



AFFIDAVIT, RELEASE AND WAIVER OF LIEN

☒ **PARTIAL**

☐ **FINAL**

I, Adam Filler being duly sworn, state that Avenue Construction, Inc. has contracted with
(Name, Please Print) (General Contractor)

Holiday Farms SL Real Estate, LLC. to furnish certain materials and/or labor for the following: Job No: 24-03-002

App. No: 6 known as Holiday Farms Sr. Living – TIF 3605 S. US. 421, Zionsville, IN 46077, for

which Avenue Construction, Inc. serves as general contractor, and does hereby further state:

AFFIDAVIT

☒ **PARTIAL WAIVER** There is due from Holiday Farms Sr. Living – TIF, the sum of: \$2,768.88

☐ Receipt of which is hereby acknowledged (unconditional waiver); or

☒ The payment of which has been promised as the sole consideration of this Affidavit, Release and Partial Waiver of Lien which is given solely with respect to said amount and is effective upon receipt of such payment (conditional waiver).

☐ **FINAL WAIVER** The final balance due from Holiday Farms Sr. Living – TIF, is the sum of:
\$ _____

☐ Receipt of which is hereby acknowledged (unconditional waiver); or

☐ The payment of which has been promised as the sole consideration of this Affidavit, Release and Partial Waiver of Lien which shall become effective upon receipt of such payment (conditional waiver).

THEREFORE, the undersigned waives and releases unto Holiday Farms SL Real Estate, LLC, ("Owner"), as owner of the project and the real estate on which it is located, any and all liens or claims whatsoever on the above-described property and improvements thereon on account of labor, material and/or services provided by the undersigned, subject to the limitations or conditions expressed herein, if any; and further releases claims of any nature against the Owner. The undersigned further certifies that all parties who have provided labor, materials and/or services for said work have been fully paid, or will be fully paid out of the payment contemplated herein, if any, such that no other party has or shall have any claim or right to a lien on account of labor, materials and/or services provided to the undersigned for said project and within the scope of this Affidavit, Release and Waiver of Lien.

I SWEAR OR AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE.

Avenue Construction Inc
(General Contractor)

[Signature]
(Representative Signature)

President
(Title, please print)

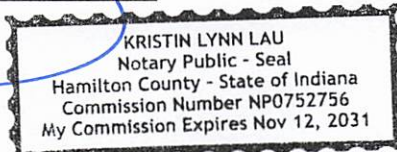
STATE OF: Indiana

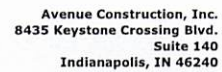
Subscribed and sworn to before me this
3rd day of January, 2025
(Day) (Month) (Year)

COUNTY OF: Marion

Notary Public: [Signature]

Commission Expires: 11.12.31





Page 1 of 1



AFFIDAVIT, RELEASE AND WAIVER OF LIEN

☒ **PARTIAL** ☐ **FINAL**

I, Mark Herber being duly sworn, state that Alt & Witzig Engineering, Inc. has
contracted with
(Name, Please Print) (Contractor)

Avenue Construction, Inc. to furnish certain materials and/or labor for the following: Job No: 23-03-001

App. No: 3 known as Holiday Farms Sr. Living – INDOT 3605 S. US. 421, Zionsville, IN 46077, for

which Avenue Construction, Inc. serves as general contractor, and do hereby further state on behalf of the
aforementioned:

Subcontractor/Supplier:

AFFIDAVIT

☒ **PARTIAL WAIVER** There is due from Avenue Construction, Inc. the sum of: \$ 367.02

☐ Receipt of which is hereby acknowledged (unconditional waiver); or

☒ The payment of which has been promised as the sole consideration of this Affidavit, Release and Partial
Waiver of Lien which is given solely with respect to said amount and is effective upon receipt of such
payment (conditional waiver).

☐ **FINAL WAIVER** The final balance due from Avenue Construction, Inc. is the sum of:
\$ _____

☐ Receipt of which is hereby acknowledged (unconditional waiver); or

☐ The payment of which has been promised as the sole consideration of this Affidavit, Release and Partial
Waiver of Lien which shall become effective upon receipt of such payment (conditional waiver).

THEREFORE, the undersigned waives and releases unto Holiday Farms SL Real Estate, LCC ("Owner"),
as owner of the project and the real estate on which it is located, any and all liens or claims whatsoever on
the above-described property and improvements thereon on account of labor, material and/or services
provided by the undersigned, subject to the limitations or conditions expressed herein, if any; and further
releases claims of any nature against the Owner. The undersigned further certifies that all parties who have
provided labor, materials and/or services for said work have been fully paid, or will be fully paid out of the
payment contemplated herein, if any, such that no other party has or shall have any claim or right to a lien
on account of labor, materials and/or services provided to the undersigned for said project and within the
scope of this Affidavit, Release and Waiver of Lien.

**I SWEAR OR AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING
STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE.**

Mark Herber
(Contractor Name)

[Signature]
(Representative Signature)

Sr. Project Manager _____
(Title, please print)

STATE OF: Indiana

Subscribed and sworn to before me this
2nd day of January, 2025
(Day) (Month) (Year)

COUNTY OF: Hamilton

(Year)

Notary Public: Brandi Butcher

Commission Expires: 08/06/32

BRANDI BUTCHER
Notary Public
Marlon County - State of Indiana
Commission Number NP0757984
My Commission Expires Aug 6, 2032



AFFIDAVIT, RELEASE AND WAIVER OF LIEN

☒ **PARTIAL**

☐ **FINAL**

I, Scott Ruble being duly sworn, state that Ruble Outdoor Concepts, Inc. has contracted with
(Name, Please Print) (Contractor)

Avenue Construction, Inc. to furnish certain materials and/or labor for the following: Job No: 23-03-001
App. No: 002 known as Holiday Farms Sr. Living – INDOT 3605 S. US. 421, Zionsville, IN 46077, for
which Avenue Construction, Inc. serves as general contractor, and do hereby further state on behalf of the
aforementioned:

Subcontractor/Supplier:

AFFIDAVIT

☒ **PARTIAL WAIVER** There is due from Avenue Construction, Inc. the sum of: \$ 2,296.21

☐ Receipt of which is hereby acknowledged (unconditional waiver); or

☒ The payment of which has been promised as the sole consideration of this Affidavit, Release and Partial Waiver of Lien which is given solely with respect to said amount and is effective upon receipt of such payment (conditional waiver).

☐ **FINAL WAIVER** The final balance due from Avenue Construction, Inc. is the sum of:
\$ _____

☐ Receipt of which is hereby acknowledged (unconditional waiver); or

☐ The payment of which has been promised as the sole consideration of this Affidavit, Release and Partial Waiver of Lien which shall become effective upon receipt of such payment (conditional waiver).

THEREFORE, the undersigned waives and releases unto Holiday Farms SL Real Estate, LCC ("Owner"), as owner of the project and the real estate on which it is located, any and all liens or claims whatsoever on the above-described property and improvements thereon on account of labor, material and/or services provided by the undersigned, subject to the limitations or conditions expressed herein, if any; and further releases claims of any nature against the Owner. The undersigned further certifies that all parties who have provided labor, materials and/or services for said work have been fully paid, or will be fully paid out of the payment contemplated herein, if any, such that no other party has or shall have any claim or right to a lien on account of labor, materials and/or services provided to the undersigned for said project and within the scope of this Affidavit, Release and Waiver of Lien.

I SWEAR OR AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE.

Ruble Outdoor Concepts, Inc.
(Contractor Name)

[Signature]
(Representative Signature)

President
(Title, please print)

STATE OF: Indiana

COUNTY OF: Hancock

Subscribed and sworn to before me this
31st day of December, 2024
(Day) (Month) (Year)

Notary Public: Kaycee Ruble

Commission Expires: 07/19/2025

