

EXHIBIT C

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 September 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.

Wild Air Multifamily LLC, an Indiana limited liability company ("Company"), hereby requests that on August 8, 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 1;
- (b) The aggregate amount of costs to be paid or reimbursed is \$122,756.90;
- (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 **[list the various components of the Project to which such costs relate; briefly describe the nature of such costs; indicate the aggregate amount that will have been paid from Bond proceeds for each component of the Project after payment of such costs; indicate the person(s), firm(s) or corporation(s) to whom payment is due or was paid and the amount due or paid to such person(s), firm(s) or corporation(s)]**; See attached
- (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.

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 8th day of August, 2025.

WILD AIR MULTIFAMILY LLC, as Company

By:  Kyle May

Its: CFO/President

APPROVED

ZIONSVILLE REDEVELOPMENT
COMMISSION

President

cc: Town of Zionsville, Indiana

SCHEDULE A

Amounts set forth herein have been paid by the Company for Costs of Construction.

<u>Vendors</u>	<u>Amount Paid/to be Paid</u>	<u>[Vendor TIN]</u>
Old Town Construction	\$122,756.90	82-3865170

[Attach copies of invoices paid and/or to be paid with copies of checks used for any previously made payment.]

Old Town Construction, LLC Payment Request

TO: Old Town Companies, LLC
525 North End Drive, Suite 100
Carmel, IN 46032

FROM: Old Town Construction, LLC
525 North End Drive, Suite 100
Carmel, IN 46032

PERIOD TO: 07/30/2025
PROJECT NO: 24-008
APPLICATION NO: 11
ARCHITECT NO:
CONTRACT DATE: 09/19/2024
APPLICATION DATE: 07/30/2025

PROJECT: Wild Air Multifamily Sitework (WAMS)
400 Russell Street, Zionsville, IN (Marysville Rd & Oak St)
Zionsville IN, 46077

ARCHITECT: Kimley-Horn
500 E 96th St #300
Indianapolis, IN 46240

CONTRACTOR'S PAYMENT REQUEST

ORIGINAL CONTRACT SUM.....

7,244,205.00

NET CHANGE BY CHANGE ORDERS.....

-600,000.00

CONTRACT SUM TO DATE.....

6,644,205.00

TOTAL COMPLETED AND STORED TO DATE.....

3,295,449.63

RETAINAGE:

10.00% OF COMPLETED WORK

185,502.90

10.00% OF STORED MATERIALS

0.00

TOTAL RETAINAGE

185,502.90

TOTAL EARNED LESS RETAINAGE

3,109,946.73

LESS OWNER DIRECT PAYMENT BY PURCHASE ORDER.....

0.00

LESS OWNER DIRECT PAYMENT.....

0.00

LESS PREVIOUS CERTIFICATES FOR PAYMENT.....

2,987,189.83

CURRENT PAYMENT DUE.....

122,756.90

BALANCE TO FINISH INCLUDING RETAINAGE.....

3,534,258.27

(See Attached Pages for Continuation Worksheet Page.)

Work covered by this Payment Request has been completed in accordance with the Contract Documents. Furthermore, all prior payment requests have been paid where payments have been received from Owner and the current payment shown is now due.

CONTRACTOR: Old Town Construction, LLC

By:

Kyleigh Savage

Verified

Agent of Old Town Construction, LLC

Date: July 30, 2025 2:23 PM

State of: IN

County of: Madison

Subscribed and sworn to before me this: July 30, 2025

NOTARY PUBLIC: Kami Deckard

My Commission Expires: January 2, 2030



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

TOTAL OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Prior Months Approved Change Orders	351,409.53	-951,409.53
Current Month Change Orders	0.00	0.00
TOTALS	351,409.53	-951,409.53
Net of Approved Change Orders		-600,000.00

This document has been digitally signed, notarized, verified and a record log maintained by third party internet hosting service as per the Electronic Records and Signatures in Commerce Act.

CERTIFICATION FOR PAY REQUEST BY ARCHITECT
Based on on-site observations and the requested amount in this pay request, the Construction Manager/Architect certify to the Owner that to the best of their knowledge the Contractor is entitled to payment of the amount of this pay request.

AMOUNT REQUESTED..... \$122,756.90

ARCHITECT: John McWhorter

By:

DocuSigned by: John McWhorter

8B3A48902C2D4F0...

Date: 8/4/2025

The AMOUNT REQUESTED 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. Kimley-Horn

Authorized Signator for Old Town Companies, LLC

By:

Joel Scheele

Verified

Date: July 30, 2025

Application Number: 11

(WAMS)

Application Date: 07/30/2025**Period from:** 07/01/2025 to 07/30/2025**Contractor's Project No:** 24-008**Submitted From:**Old Town Construction, LLC
525 North End Drive, Suite 100
Carmel, IN 46032**Project:** Wild Air Multifamily Sitework**Architect Number:****Print Date:** 07/30/2025

A	B	C	D	E	F	G	H	I	J	K		L	M
Item No.	Description of Work	Scheduled Value				Work				Total Complete and Stored To Date (G+H+I+J)	% Comp	Balance to Finish (F-K)	Retainage
		Original	Changes		Revised	Previous Application	This Application						
			Prior Period	This Period			Work In Place		Stored Material				
							Paid by Owner	To Pay					
1	01-013.O Surveying - Roun...	40,000.00	-20,000.00	0.00	20,000.00	620.29	0.00	0.00	0.00	620.29	3.1015	19,379.71	0.00
2	01-014.O Surveying - Offsit...	0.00	20,000.00	0.00	20,000.00	18,060.00	0.00	0.00	0.00	18,060.00	90.3000	1,940.00	0.00
3	01-072.O Municipal Fees	0.00	3,000.00	0.00	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	100.0000	0.00	0.00
4	02-200.O Site Preparation	0.00	5,968.81	0.00	5,968.81	5,968.81	0.00	0.00	0.00	5,968.81	100.0000	0.00	0.00
5	02-220.S Site Demolition	279,500.00	-5,400.00	0.00	274,100.00	255,035.00	0.00	0.00	0.00	255,035.00	93.0445	19,065.00	25,503.50
6	02-228.S Site Demolition - ...	116,000.00	0.00	0.00	116,000.00	0.00	0.00	0.00	0.00	0.00	0.0000	116,000.00	0.00
7	02-305.S Earthwork - Roun...	386,906.00	0.00	0.00	386,906.00	209,553.00	0.00	0.00	0.00	209,553.00	54.1612	177,353.00	20,955.30
8	02-377.O Erosion Control - ...	4,500.00	0.00	0.00	4,500.00	0.00	0.00	0.00	0.00	0.00	0.0000	4,500.00	0.00
9	02-378.O Erosion Control - ...	0.00	8,000.00	0.00	8,000.00	7,608.00	0.00	0.00	0.00	7,608.00	95.1000	392.00	0.00
10	02-505.S Storm/Sanitary/W...	2,659,129.00	-203,991.00	0.00	2,455,138.00	2,455,138.00	0.00	0.00	0.00	2,455,138.00	100.0000	0.00	122,756.90
11	02-511.O Water Service Ta...	0.00	29,018.53	0.00	29,018.53	29,018.53	0.00	0.00	0.00	29,018.53	100.0000	0.00	0.00
12	02-516.O Water Valves	0.00	23,500.00	0.00	23,500.00	23,500.00	0.00	0.00	0.00	23,500.00	100.0000	0.00	0.00
13	02-632.S Storm - Roundab...	590,420.00	0.00	0.00	590,420.00	162,872.00	0.00	0.00	0.00	162,872.00	27.5858	427,548.00	16,287.20
14	02-707.S Paving - Roundab...	1,279,971.00	0.00	0.00	1,279,971.00	0.00	0.00	0.00	0.00	0.00	0.0000	1,279,971.00	0.00
15	02-758.S Site Concrete - R...	489,818.00	0.00	0.00	489,818.00	0.00	0.00	0.00	0.00	0.00	0.0000	489,818.00	0.00
16	02-905.S Landscape - Rou...	70,385.00	0.00	0.00	70,385.00	0.00	0.00	0.00	0.00	0.00	0.0000	70,385.00	0.00
17	10-400.O Signage	140,000.00	0.00	0.00	140,000.00	0.00	0.00	0.00	0.00	0.00	0.0000	140,000.00	0.00
18	13-009.O Amenities	600,000.00	-600,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.0000	0.00	0.00
19	17-500.O Contingency	313,600.00	139,903.66	0.00	453,503.66	0.00	0.00	0.00	0.00	0.00	0.0000	453,503.66	0.00
20	17-505.O Contingency - Ro...	148,900.00	0.00	0.00	148,900.00	0.00	0.00	0.00	0.00	0.00	0.0000	148,900.00	0.00
21	17-900.O GC Fee	31,269.00	0.00	0.00	31,269.00	31,269.00	0.00	0.00	0.00	31,269.00	100.0000	0.00	0.00
22	17-950.O CM Fee	93,807.00	0.00	0.00	93,807.00	93,807.00	0.00	0.00	0.00	93,807.00	100.0000	0.00	0.00
23	Profit	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0000	0.00	0.00
	Total:	\$7,244,205.00	\$-600,000.00	\$0.00	\$6,644,205.00	\$3,295,449.63	\$0.00	\$0.00	\$0.00	\$3,295,449.63	49.5989%	\$3,348,755.37	\$185,502.90
	Project Grand Total:	\$7,244,205.00	\$-600,000.00	\$0.00	\$6,644,205.00	\$3,295,449.63	\$0.00	\$0.00	\$0.00	\$3,295,449.63	49.5989%	\$3,348,755.37	\$185,502.90

Old Town Construction, LLC

Phone: (317) 816-3151

525 North End Drive Suite 100 Carmel, IN 46032

Waiver and Release of Lien

FROM: Old Town Construction, LLC
525 North End Drive, Suite 100
Carmel, IN 46032

TO: Old Town Companies, LLC
525 North End Drive, Suite 100
Carmel, IN 46032

Project No: 24-008
Project: Wild Air Multifamily Sitework (WAMS)

Contract Date: 09/19/2024

WHEREAS THE UNDERSIGNED contractor has provided labor, services, materials, or equipment for the above project, under an agreement with: Old Town Companies, LLC

PARTIAL WAIVER AND RELEASE: In consideration of partial payment for labor, services, materials, or equipment provided in the amount of: \$122,756.90

COVERING THE FOLLOWING APPLICATION FOR PAYMENT:

Application No: 11 **Application Date:** 07/30/2025

Together with any previous payment(s) already received but excluding any retainage or any labor, services, materials, or equipment provided after the date of: 07/30/2025

THE UNDERSIGNED DOES HEREBY WAIVE AND RELEASE all bond claims, liens, claims, or right of claim, or right of lien, statutory or otherwise, against the property, project, Owner, or any other person or entity who is or may be claimed to be liable, or any sureties, for labor, services, materials, or equipment, as provided by the Undersigned, but only to the extent of payment received, as indicated above.

UNCONDITIONAL RELEASE: Upon receipt of payments as indicated above the undersigned will grant this release unconditionally.

THE PERSON SIGNING below does hereby certify that he/she is fully authorized and empowered to execute this instrument and to bind the Undersigned hereto, and does in fact so execute this instrument.

Old Town Construction, LLC
525 North End Drive, Suite 100
Carmel, IN 46032

Kyleigh Savage

Agent of Old Town Construction, LLC



State of: IN
County of: Madison

Subscribed and sworn to before me this:
July 30, 2025

Notary Public:
Kami Deckard

My Commission Expires:
January 2, 2030



Date: July 30, 2025 2:23 PM

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

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