

**EXHIBIT A**  
**Disbursement Request**

The undersigned hereby states and certifies that:

- (a) he is the sole Member of GM Development Companies LLC, which is the sole Member of Franklin Shell Building LLC (the "Company") and, as such, is: (i) familiar with the facts herein certified; and (ii) authorized to make the certifications set forth herein;
- (b) pursuant to Section 3 of the Custodial Agreement by and among Company, Horizon Bank (the "Custodial Agent"), and the City of Franklin Redevelopment Commission ("FRC") dated June 20, 2017 (the "Custodial Agreement"), the undersigned hereby requests that FRC direct the Custodial Agent to disburse from the Project Fund to the payees set forth on the attached Schedule 1 the amounts set forth on Schedule 1 for the purposes set forth on Schedule 1;
- (c) all amounts being paid pursuant to Schedule 1 are Project Costs;
- (d) the Project Costs being paid pursuant to Schedule 1 have not been paid previously with a disbursement from the Project Fund; and
- (e) it has obtained lien waivers from all parties that otherwise would have the right to claim valid mechanics' or similar liens against all or a portion of the project site through the date of the last Disbursement Request, and, upon disbursement of the requested funds, payment will be made to the parties reflected on Schedule 1.

All capitalized terms used but not defined in this request shall have the meanings ascribed to such terms in the Custodial Agreement.

FRANKLIN SHELL BUILDING LLC

By: GM Development Companies LLC

By:   
Gregory W. Martz, Member

Date: 3/5/2018

## SCHEDULE 1

### DISBURSEMENT OF PROCEEDS

<u>Item Number</u>	<u>Payee Name and Address</u>	<u>Purpose of Obligation</u>	<u>Amount</u>
1	Runnebohm Construction 144 E. Rampart St. Shelbyville, IN 46176	Construction	\$192,600.00
2	GM Development Companies LLC 8561 N 175 E Springport, IN 47386	Construction	\$11,556.00



## 6874

GM Development  
Attn: Greg Martz  
8561 N 175 E  
Springport, IN 47386

DATE	28-Feb-18
PURCHASE ORDER #	Franklin Shell II
JOB #	17-0005

A finance charge of 1 1/2% per month (18% per year) will be charged on past due accounts.

*Thank You!*



## Application and Certificate for Payment

TO OWNER: GM Development  
8561 N 175 E  
Springport, IN 47386

PROJECT: Franklin Shell Building II  
40 Linville Way, Franklin, Indiana

FROM CONTRACTOR: Runnebohm Construction Co., Inc.  
144 E. Rampart Street  
Shelbyville, IN 46176

VIA ARCHITECT:

APPLICATION NO: Three  
PERIOD TO: 02/28/18  
CONTRACT FOR: General Construction  
CONTRACT DATE: 12/15/2017  
PROJECT NOS: / 17-0005

Distribution to:  
OWNER ☐  
ARCHITECT ☐  
CONTRACTOR ☐  
FIELD ☐  
OTHER ☐

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM ..... \$ 2,190,000.00
2. NET CHANGE BY CHANGE ORDERS ..... \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$ 2,190,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 1,219,500.00
5. RETAINAGE:
  - a. 10% of Completed Work  
(Columns D + E on G703) ..... \$ 121,950.00
  - b. % of Stored Material  
(Column F on G703) ..... \$

- Total Retainage (Lines 5a + 5b, or Total in Column I of G703) ..... \$ 121,950.00
6. TOTAL EARNED LESS RETAINAGE ..... \$ 1,068,050.00  
(Line 4 minus Line 5 Total)
  7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 904,950.00  
(Line 6 from prior Certificate)
  8. CURRENT PAYMENT DUE ..... \$ 192,600.00
  9. BALANCE TO FINISH, INCLUDING RETAINAGE  
(Line 3 minus Line 6) ..... \$ 1,092,450.00

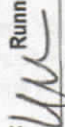
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this month	\$ 0.00	\$ 0.00
TOTAL	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$ 0.00	

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application 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 Owner, and that current payment shown herein is now due.

CONTRACTOR: Runnebohm Construction Co., Inc.

Date: 02/28/18

By:   
State of: Indiana  
County of: Shelby  
Subscribed and sworn to before me this 28th



Robert M. Sizemore Jr.

Notary Public:  
My commission expires: 11/30/2024

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this 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 ..... \$ 192,600.00  
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

Date: 3/5/2018

By: 

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.

# CONTINUATION SHEET

PROJECT NAME: Franklin Shell Building

Page 2 of 2

RUNNEBOHM CONSTRUCTION CO., INC. APPLICATION AND CERTIFICATE FOR PAYMENT,  
CONTAINING CONTRACTORS SIGNED CERTIFICATION, IS ATTACHED.  
IN TABULATIONS BELOW, AMOUNTS ARE STATED TO THE NEAREST DOLLAR.  
USE COLUMN I ON CONTRACTS WHERE VARIABLE RETAINAGE FOR LINE ITEMS MAY APPLY.

APPLICATION NO: Three  
APPLICATION DATE: 02/28/18  
PERIOD FROM: 01/30/18  
PERIOD TO: 02/28/18  
PROJECT NO.: 17-0005

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATIONS	WORK COMPLETED THIS APPLICATION	STORED MATERIAL NOT INCLUDED IN D OR E	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% TO FINISH (C-G)	RETAINAGE % RATE
1	Sitework	390,000	312,000			312,000	80	31,200
2	Asphalt Paving	100,000						
3	Site Concrete	95,000						
4	Landscaping	40,000						
5	Foundations	140,000	98,000	35,000		133,000	95	13,300
6	Metal Building Systems	1,170,000	526,500	175,500		702,000	60	70,200
7	Doors & Windows	110,000						
8	Mechanical/Electrical	48,000						
9	Drawings & Permits	62,000	62,000			62,000	100	6,200
10	General Conditions	35,000	7,000	3,500		10,500	30	1,050
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TOTALS:		2,190,000	1,005,500	214,000		1,219,500	56%	121,950



**PARTIAL  
RECEIPT, WAIVER, AND RELEASE OF LIEN RIGHTS**

The undersigned hereby acknowledges receipt, payment, and satisfaction in full for all labor, services, and materials furnished or supplied up to and including the date 02/28/2018, hereof relating to use, to be used, or contributing to the construction, addition or development of the work of improvements concerning that certain real property commonly known as GM Development – Franklin County Shell Building Project (#17-0005)  
(THE PROJECT)

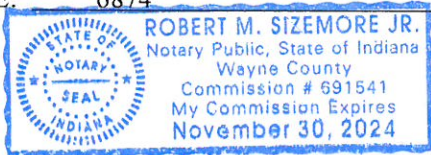
The undersigned hereby expressly waives, releases, and discharges the real property described above, the owner thereof, the interim lender, and the permanent lender, of and from any and all claims for mechanics' liens and rights to any such claim which the undersigned has or may have for labor, services, or materials or otherwise in connection with said work of improvements and every part thereof up to and including the date hereof and does hereby waive and release any and all rights that the undersigned now has or may have to levy or place any mechanics' lien, attachment lien, judgement lien, or execution lien on against the real property described above for any existing indebtedness or the owner of said real property to the undersigned. The undersigned represents and warrants that no other person or party has any right to a lien or claim on account of any labor or work performed or material, supplies or equipment furnished by, to or through the Company, on or before the date hereof, and agrees to indemnify, defend and hold the Owner harmless from and against any and all claims or liens for any labor, material or services furnished for or in connection with or incorporated on the premises by, through or to the Owner prior to the date hereof. The undersigned warrants that he/she is duly authorized to execute this waiver of lien for and on behalf of the Company.

In the event the undersigned does not receive actual payment for the labor, materials, or services, which is the subject hereof, the signing of this waiver shall not constitute a release of any lien rights for said labor, materials, or services.

COMPANY: Runnebohm Construction Co Inc. DATE: February 28, 2018

AMOUNT: \$192,600.00

INVOICE: 6874



BY: \_\_\_\_\_

TITLE: Michael J Runnebohm, President

ATTEST:

  
Notary Public

STATE OF INDIANA

COUNTY OF SHELBY

MY COMMISSION EXPIRES: November 30, 2024 COUNTY OF RESIDENCE: Wayne

Before me Robert M Sizemore Jr., A Notary Public in and for the said County,

Personally appeared Michael J Runnebohm and being duly sworn on oath acknowledged that he/she did sign and execute the above Release and Indemnity, and that the same is a true and correct reflection of labor and or materials supplied in the performance of his/her contract.



3.5.2018

### WIRING INSTRUCTIONS:

GM Development Companies LLC  
Account #0133099111  
ABA#062005690  
Regions Bank  
3820 S. Emerson Ave.  
Indianapolis, IN 46203

PROJECT	DESCRIPTION	TOTAL
Franklin Shell Building	Construction Management/Supervision	\$11,556.00
		TOTAL:
		\$11,556.00
Please mail in lieu of wiring		