CITY OF
LAKELAND
TENNESSEE

Industrial Development Board
Regular Meeting Agenda
Thursday, January 25, 2024, 5:30 PM
City Hall, Lakeland, Tennessee 38002

I. CALL TO ORDER:

II. ROLL CALL:

III. APPROVAL OF MINUTES OF PREVIOUS MEETING:

1. Regular Meeting - August 24, 2023

2. Special Called Meeting - November 27, 2023

IV. PUBLIC DISCUSSION:

V. REPORTS OF OFFICERS AND COMMITTEES:

VI. OLD BUSINESS:

1. **Discussion** - update on current status of The Lake District TIF.

VII. NEW BUSINESS:

1. **Resolution** - a resolution of the Industrial Development Board of the City of Lakeland, Tennessee, approving draw request 21 in connection with the tax increment financing for Lakeland Commons, LP.

VIII. ANNOUNCEMENTS:

IX. ADJOURNMENT:

INDUSTRIAL DEVELOPMENT BOAARD
REGULAR MEETING MINUTES
THURSDAY, AUGUST 24, 2023, 5:30 PM
CITY HALL, LAKELAND, TN.

I. **CALL TO ORDER:** The meeting was called to order by Chairman Alan Johnson at 5:30 p.m.

II. **ROLL CALL BY RECORDER:**

Shaun Brannen	Present	
Richard Gonzales	Present	
Derek Johnston	Absent	*(excused)*
Richard Justin	Absent	*(excused)*
Joseph Laster	Present	
Mayor Josh Roman *(BOC Liaison)*	Present	
Brian Sullivan	Absent	*(excused)*
(C) Alan Johnson	Present	

<u>Others present:</u>
Michael Walker, IDB President
Paul Luker, City of Lakeland Planning Director

III. **APPROVAL OF MINUTES OF PREVIOUS MEETING:**
Mr. Brannen moved to approve the meeting minutes of June 22, 2023, as written, seconded by Mr. Gonzales.

Motion passed unanimously, voice vote, 4 in favor 0 against.

IV. **PUBLIC DISCUSSION:** *No public comments were heard*

V. **REPORTS OF OFFICERS AND COMMITTEES:** *No reports were given*

VI. **OLD BUSINESS:**

1) **Discussion and Possible Action-** approving professional services contract amendment 2 in connection with the tax increment financing for Lakeland Commons, LP vs. use of City Staff for construction and inspection services.

Mr. Gonzales moved to bring this item to the floor, seconded by Mr. Brannen.

Presentation was provided by IDB President Michael Walker

Motion passed unanimously, voice vote, 4 in favor 0 against.

VII. NEW BUSINESS:

1) **Resolution** - amending the Industrial Development Board of the City of Lakeland, Tennessee, Tax Increment Financing Program Policies and Procedures.

   Mr. Gonzales moved to bring this item to the floor, seconded by Mr. Laster.

   Presentation was provided by IDB President Michael Walker

   Motion passed unanimously, voice vote, 4 in favor 0 against.

2) **Discussion and Possible Action** - regarding the current status of The Lake District TIF.

   Presentation was provided by Mr. Al Bright.

   There was discussion but no action was taken.

VIII. ANNOUNCEMENTS: None.

IX. ADJOURNMENT:

There being no other business to consider, the meeting was adjourned at 5:54 p.m. on Thursday, August 24, 2023.

____
Joseph Laster*, Secretary*

ATTEST:

____
Cheyenne Carter, *City Recorder*

These minutes were approved Thursday, January 25, 2024, and constitute an official public record of the City of Lakeland, duly recorded and filed in the Minute Book of the City of Lakeland.

INDUSTRIAL DEVELOPMENT BOARD
SPECIAL CALLED MEETING MINUTES
MONDAY, NOVEMBER 27, 2023, 5:30 P.M.
CITY HALL, LAKELAND, TENNESSEE 38002

I. CALL TO ORDER:

The meeting was called to order by Chairman Alan Johnson at 5:29 p.m. on Monday, November 27, 2023.

II. ROLL CALL:

Alan Johnson, Brian Sullivan, Mayor Josh Roman, Richard Gonzalez, Richard Justin and Steve Laster were present. Derek Johnston and Shaun Brannen were absent.

Staff personnel in attendance were Planning Director Paul Luker, City Planner Alex Barthol, IDB Attorney Al Bright and City Recorder Cheyenne Carter

III. APPROVAL OF MINUTES OF PREVIOUS MEETING:

None

IV. PUBLIC DISCUSSION:

None

V. REPORTS OF OFFICERS AND COMMISSIONERS:

None

VI. OLD BUSINESS:

None

VII. NEW BUSINESS:

1. **Resolution** – approving an amendment to the development agreement by and between the Industrial Development Board of the City of Lakeland, Tennessee and the City of Lakeland Tennessee for the development of the Lakeland Gateway.

   Richard Gonzalez moved to bring this item to the floor seconded by Steve Laster.

   Attorney Al Bright presented this item.

   Discussion ensued.

   For the record: Comments were heard from the representative from Ashmont Developer LLC

   When the question was called the resolution passed as presented, voice vote, 5 in favor 0 against (5-0).

2. **Resolution** – approving a development and finance agreement with Ashmont Developer, LLC and approving loan documents from First Citizens National Bank for the development of the Lakeland Gateway.

   Richard Gonzalez moved to bring this item to the floor seconded by Steve Laster.

   Attorney Al Bright presented this item.

   Discussion ensued.

   When the question was called the resolution passed as presented, voice vote, 5 in favor 0 against (5-0).

VIII. ANNOUNCEMENTS:
None

IX. ADJOURNMENT:
There being no other business on which to act, the meeting was adjourned without objection at 5:41 p.m. on Monday, November 27, 2023.

These minutes were approved on January 25, 2024.

____
Joseph Laster
Secretary

ATTEST:

____
Cheyenne Carter
City Recorder

RESOLUTION R-6-2024

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LAKELAND, TENNESSEE, APPROVING DRAW REQUEST 21 IN CONNECTION WITH THE TAX INCREMENT FINANCING FOR LAKELAND COMMONS, LP

WHEREAS, on November 12, 2018, The Industrial Development Board of the City of Lakeland, Tennessee (the "Lakeland IDB") approved an economic impact plan (the "Economic Impact Plan") regarding the development of an area located at 9768 Highway 70, Lakeland, Tennessee 38002 (inclusive of Tax Parcel ID Nos. L0150 00332 and L0150 00479C), which is an approximately 40 acre mixed use development at the southwest corner of U.S. Highway 70 and Seed Tick Road in Lakeland, Shelby County, Tennessee (the "Plan Area"); and

WHEREAS, on November 12, 2018, the Lakeland IDB approved a Tax Increment Financing Application (the "TIF Application") for the Plan Area, as submitted by Lakeland Commons, LLC, a Tennessee limited liability company ("Lakeland Commons"); and

WHEREAS, the development of the Plan Area is expected to create a mixed use development that is expected to include a three-story building with restaurants, professional office space, boutique retail space and a possible site for the relocation of Lakeland City Hall, as more particularly described in the Economic Impact Plan (collectively, the "Project"), and

WHEREAS, the Economic Impact Plan would permit certain tax increment financing ("Tax Increment Financing") pursuant to Chapter 53, Title 7 of the Tennessee Code Annotated; and

WHEREAS, the Lakeland IDB reviewed the Economic Impact Plan and the TIF Application in an open public meeting; and

WHEREAS, the Lakeland IDB conducted a public hearing on the Economic Impact Plan held at least two (2) weeks after public notice of the hearing was published in accordance with the applicable laws of Tennessee; and

WHEREAS, in connection with Tax Increment Financing, Lakeland Commons has entered into a Development Agreement with the Lakeland IDB with respect to the Plan Area and the development of the Project; and

WHEREAS, under the Development Agreement between the Lakeland IDB and Lakeland Commons, the proceeds of the Tax Increment Financing would be used to pay the costs of the eligible public improvements (the "TIF Eligible Costs") relating to the development of the Project and would pledge the TIF Revenues to apply to the debt service of the Tax Increment Financing; and

WHEREAS, in connection with the Tax Increment Financing, Lakeland Commons has submitted Draw Request 21, a copy of which is attached hereto as **Exhibit B**, to use for certain TIF Eligible Costs.

RESOLUTION R-6-2024

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LAKELAND, TENNESSEE, APPROVING DRAW REQUEST 21 IN CONNECTION WITH THE TAX INCREMENT FINANCING FOR LAKELAND COMMONS, LP

NOW, THEREFORE, BE IT RESOLVED by the Lakeland IDB that**:**

RESOLVED, that the Draw Request is hereby approved by the Lakeland IDB and further,

RESOLVED, that the directors, officers, agents, and employees of the Lakeland IDB are hereby authorized and directed to do all such things and to execute or accept any and all such certificates or documents as may be necessary to carry out and comply with the provisions of this Resolution and to carry out, give effect to and consummate the transactions contemplated hereby and thereby. All of the acts and doings of the directors, officers, agents and employees of the Lakeland IDB which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

Dated: January 25, 2024

____
Alan Johnson, *Chair*

Attest:

____
Steve Laster, *Secretary*

RESOLUTION R-6-2024

A RESOLUTION OF THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF LAKELAND, TENNESSEE, APPROVING DRAW REQUEST 21 IN CONNECTION WITH THE TAX INCREMENT FINANCING FOR LAKELAND COMMONS, LP

Exhibit B

Draw

Request(s)

See

Attached

EXHIBIT B

BORROWING CERTIFICATE
DISBURSEMENT REQUEST

To:	Simmons Bank 5384 Poplar Avenue, Suite 200 Memphis, Tennessee 38119 Attention: Larry Neal, SVP Commercial Banking	cc:	The Industrial Development Board of the City of Lakeland, Tennessee c/o Chairman 10001 Highway 70 Lakeland, Tennessee 38002

Re: Loan evidenced by The Industrial Development Board of the City of Lakeland, Amended and Restated Tennessee Tax Increment Revenue Note (Lakeland Town Center Development) in the principal amount not to exceed $9,750,000 dated June 21, 2021 (the "Loan"), made pursuant to a Loan Agreement, dated as of January 25, 2019 (the "Loan Agreement") and modified on June 21, 2021 ("Loan Modification Agreement") between The Industrial Development Board of the City of Lakeland, Tennessee (the "Board") and Simmons Bank ("Lender")

You are hereby authorized and requested to disburse pursuant to Article VI of the Loan Agreement the sum of $ 637,862.10 from the Project Fund created pursuant to the Loan Agreement. In connection with such disbursement, the undersigned hereby certifies as follows:

(a) All amounts disbursed shall be applied to the payment of or the reimbursement to the Developer for the payment of costs relating to Eligible Costs.

(b) With the delivery of this Certificate, all requirements for disbursement of amounts pursuant to this request under Article VI of the Loan Agreement have been satisfied.

Please disburse all such amounts to the parties in the manner described on Exhibit A attached hereto.

All capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Loan Agreement.

Dated as of Dec. 18, 2023

LAKELAND COMMONS, LLC
By: Bart Thomas
Name: Bart Thomas
Title: Member

APPROVED BY:

SIMMONS BANK

By: ____________________
Title: ____________________

DESCRIPTION	PROJECT BUDGET												
Lakeland TIF PH 2 - Simmons Bank - LN#		REALLOCATIONS			5/26/21	6/21/21	7/13/21	8/11/21	9/10/21	10/13/21	11/17/21	12/12/21	1/14/22
	PHASE I BALANCES	PREV. ADJ.	CURRENT ADJ.	REVISED FOR PHASE II	DRAW 1 - PRE-CLOSING - Funded 6//21	CLOSING OF INCREASE	DRAW 2	DRAW 3	DRAW 4	DRAW 5	DRAW 6	DRAW 7	DRAW 8
LAND:													
Land	$0.00			$0.00									
SUB TOTAL LAND	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
HARD COSTS: *RETAINAGE %*													
Infrastructure 5%	$3,028,491.70	$4,338,803.30	$2,486,968.30	$9,854,263.30	$220,947.20		$299,186.35	$178,239.00	$217,169.05	$229,520.95	$205,124.00	$121,246.60	$236,838.15
Simmons Retainage Escrow Account	$159,394.30	($159,394.30)		$0.00	$11,628.80		$15,746.65	$9,381.00	$11,429.95	$12,080.05	$10,796.00	$6,381.40	($236,838.15)
SUB TOTAL HARD COSTS	**$3,187,886.00**	**$4,179,409.00**	**$2,486,968.30**	**$9,854,263.30**	**$232,576.00**	**$0.00**	**$314,933.00**	**$187,620.00**	**$228,599.00**	**$241,601.00**	**$215,920.00**	**$127,628.00**	**$0.00**
SOFT COSTS:													
Architect	657,162.07	$599,592.23	$96,432.75	$1,353,187.05	$25,167.48		$4,250.00						$23,722.50
Engineering	112,459.48	$24,110.00		$136,569.48				$2,215.00		$1,995.00			$19,900.00
Insurance & Bonding	30,528.00	$36,813.64		$67,341.64	$1,092.00		$12,414.00						
Planning / Consulting	104,948.17	$12,882.49		$117,830.66	$1,200.00						$1,050.00		
Lakeland Fees	434,283.74	$0.00		$434,283.74									
Title Work / Bank Closing Costs / Appraisal	44,957.70	$178,633.08		$223,590.78		$67,171.96							
Survey / Phase I	9,815.00	$3,700.00		$13,515.00									
Legal	251,390.05	$39,571.47		$290,961.52	$7,308.50	$29,000.00	$165.00				$1,645.05		
MLGW / Utility Connections	358,886.09	$329,067.02		$687,953.11									
RE Taxes	31,058.77	$30,895.69		$61,954.46									
Interest Reserve	191,187.15	$566,237.44	$1,225,565.81	$1,982,990.40	$63,641.43	$59,448.68				$73,567.73			$72,160.69
Inspection Fees (8)	24,370.00	$34,267.50		$58,637.50	$3,020.00		$2,090.00	$1,650.00	$1,710.00	$1,540.00	$660.00	$1,887.50	$585.00
Contingency	$53,662.63	$15,576.97		$69,239.60								$11,576.97	
SUB TOTAL SOFT COSTS	**$2,304,708.85**	**$1,871,347.53**	**$1,321,998.56**	**$5,498,054.94**	**$101,429.41**	**$155,620.64**	**$18,919.00**	**$3,865.00**	**$1,710.00**	**$77,102.73**	**$3,355.05**	**$13,464.47**	**$116,368.19**
				$0.00									
TOTAL PROJECT COSTS	**$5,492,594.85**	**$6,050,756.53**	**$3,808,966.86**	**$15,352,318.24**	**$334,005.41**	**$155,620.64**	**$333,852.00**	**$191,485.00**	**$230,309.00**	**$318,703.73**	**$219,275.05**	**$141,092.47**	**$116,368.19**
SOURCES OF FUNDS:													
Borrower Equity	$0.00	$1,931,488.47	$3,808,966.86	$5,740,455.33									
Construction Loan	$5,492,594.85	$4,257,405.15	$0.00	$9,750,000.00	$334,005.41	$155,620.64	$333,852.00	$191,485.00	$230,309.00	$318,703.73	$219,275.05	$141,092.47	$116,368.19
				$0.00									
TOTAL SOURCES OF FUNDS				**$15,490,455.33**	**$334,005.41**	**$155,620.64**	**$333,852.00**	**$191,485.00**	**$230,309.00**	**$318,703.73**	**$219,275.05**	**$141,092.47**	**$116,368.19**
DIFFERENCES				**$138,137.09**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
- Contract 1 Retainage Tracking					$171,023.10	$171,023.10	$186,769.75	$196,150.75	$207,580.70	$219,660.75	$230,456.75	$236,838.15	$0.00

DESCRIPTION	DRAW REQUESTS														%	BALANCE TO FUND
Lakeland TIF PH 2 - Simmons Bank - LN#	2/15/22	4/12/22	5/13/22	6/10/22	7/11/22	8/11/22	9/19/22	10/12/22	11/10/22	12/12/22	1/5/23	2/8/23	12/18/23			(Incl. Retainage)
	DRAW 9	DRAW 10	DRAW 11	DRAW 12	DRAW 13	DRAW 14	DRAW 15	DRAW 16	DRAW 17	DRAW 18	DRAW 19	DRAW 20	DRAW 21	TOTAL	%	
LAND:																
Land														$0.00		$0.00
SUB TOTAL LAND	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**
HARD COSTS: *RETAINAGE %*																
Infrastructure 5%		$128,906.45	$387,487.90	$788,280.55	$331,443.60	$154,994.40	$90,415.30	$0.00	$195,227.85	$231,867.45	$65,518.65	$61,568.55	$276,935.60	$7,449,409.30	76%	$2,404,854.00
Simmons Retainage Escrow Account		$6,784.55	$20,394.10	$41,488.45	$17,444.40	$8,157.60	$4,758.70	$0.00	$10,275.15	$12,203.55	$3,448.35	$3,240.45	($128,195.30)	$0.00		
														$0.00		
SUB TOTAL HARD COSTS	**$0.00**	**$135,691.00**	**$407,882.00**	**$829,769.00**	**$348,888.00**	**$163,152.00**	**$95,174.00**	**$0.00**	**$205,503.00**	**$244,071.00**	**$68,967.00**	**$64,809.00**	**$148,740.30**	**$7,449,409.30**	76%	**$2,404,854.00**
SOFT COSTS:														$0.00		
Architect						$360,015.61	$170,364.52			$16,072.12			$12,054.08	$1,268,808.38	94%	$84,378.67
Engineering														$136,569.48	100%	$0.00
Insurance & Bonding						$12,414.00							$2,295.00	$58,743.00	87%	$8,598.64
Planning / Consulting	$1,905.36		$750.00		$7,977.13									$117,830.66	100%	$0.00
Lakeland Fees														$434,283.74	100%	$0.00
Title Work / Bank Closing Costs / Appraisal										$111,461.12				$223,590.78	100%	$0.00
Survey / Phase I							$3,700.00							$13,515.00	100%	$0.00
Legal	$1,452.92													$290,961.52	100%	$0.00
MLGW / Utility Connections		$15,209.23							$313,857.79					$687,953.11	100%	$0.00
RE Taxes	$30,895.69													$61,954.46	100%	$0.00
Interest Reserve		$75,035.02			$79,714.52			$94,881.60		$47,787.77			$474,316.10	$1,231,740.69	62%	$751,249.71
Inspection Fees (8)		$325.00	$2,300.00	$3,042.50	$660.00	$3,505.00	$2,671.25	$1,610.00		$405.00	$1,280.00	$1,180.00	$457.50	$54,948.75	94%	$3,688.75
Contingency	$3,000.00					$400.00								$68,639.60	99%	$600.00
SUB TOTAL SOFT COSTS	**$37,253.97**	**$90,569.25**	**$3,050.00**	**$3,042.50**	**$88,351.65**	**$376,334.61**	**$176,735.77**	**$96,491.60**	**$313,857.79**	**$175,726.01**	**$1,280.00**	**$1,180.00**	**$489,122.68**	**$4,649,539.17**	85%	**$848,515.77**
														$0.00		$0.00
TOTAL PROJECT COSTS	**$37,253.97**	**$226,260.25**	**$410,932.00**	**$832,811.50**	**$437,239.65**	**$539,486.61**	**$271,909.77**	**$96,491.60**	**$519,360.79**	**$419,797.01**	**$70,247.00**	**$65,989.00**	**$637,862.98**	**$12,098,948.47**	79%	**$3,253,369.77**
SOURCES OF FUNDS:																
Borrower Equity					$164,857.61	$255,755.09	$135,217.98	$96,491.60	$519,360.79	$419,797.01	$70,247.00	$65,989.00	$637,862.98	$2,365,579.06	41%	$3,374,876.27
Construction Loan	$37,253.97	$226,260.25	$410,932.00	$832,811.50	$272,382.04	$283,731.52	$136,691.79	$0.00	$0.00	$16,630.59	$0.00	$0.00	$0.00	$9,750,000.00	100%	$0.00
																$0.00
TOTAL SOURCES OF FUNDS	**$37,253.97**	**$226,260.25**	**$410,932.00**	**$832,811.50**	**$437,239.65**	**$539,486.61**	**$271,909.77**	**$96,491.60**	**$519,360.79**	**$436,427.60**	**$70,247.00**	**$65,989.00**	**$637,862.98**	**$12,115,579.06**	78%	**$3,374,876.27**
DIFFERENCES	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$16,630.59**	**$0.00**	**$0.00**	**$0.00**	**$16,630.59**		**$121,506.50**
- Contract 1 Retainage Tracking	$0.00	$6,784.55	$27,178.65	$68,667.10	$86,111.50	$94,269.10	$99,027.80	$99,027.80	$109,302.95	$121,506.50	$124,954.85	$128,195.30	$0.00			

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER: Lakeland Town Center, LLC
355 Tara Lane
Memphis, TN 38111

PROJECT:
Lakeland Commons-Ph2 Site Pkg
4836 Village Lot Cove
Lakeland, TN 38002

VIA ARCHITECT:

FROM CONTRACTOR:
Montgomery Martin Contractors, LLC
8245 Tournament Drive
Suite 300 Memphis, TN 38125

APPLICATION NO: 11
PERIOD TO: 3/31/23
CONTRACT FOR:
CONTRACT DATE:
PROJECT NOS: 21020 / /

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 .... $ 2,201,737.00
2. NET CHANGE BY CHANGE ORDERS .... $ 428,795.00
3. CONTRACT SUM TO DATE *(Line 1 ± 2)* .... $ 2,630,532.00
4. TOTAL COMPLETED & STORED TO DATE *(Column G on G703)* ...... $ 2,574,652.00
5. RETAINAGE:
   a. 5.0 % of Completed Work *(Columns D + E on G703)* $ 128,732.60
   b. 5.0 % of Stored Material *(Column F on G703)* $ 0.00

   Total Retainage *(Lines 5a + 5b, or Total in Column I of G703)*...... $ 128,732.60
6. TOTAL EARNED LESS RETAINAGE .... $ 2,445,919.40
   (Line 4 minus Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .... $ 2,435,710.70
   (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE .... $ 10,208.70
9. BALANCE TO FINISH, INCLUDING RETAINAGE
   (Line 3 minus Line 6) $ 184,612.60

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 428,795.00	$ 0.00
Total approved this month	$ 0.00	$ 0.00
TOTAL	$ 428,795.00	$ 0.00
NET CHANGES by Change Order	$ 428,795.00	

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: Montgomery Martin Contractors, LLC
By: [signature] Date: 4/6/23
State of: Tennessee
County of: Shelby
Subscribed and sworn to before me this 6th day of April, 2023
Notary Public: [signature]
My commission expires: 3-2-24

JEANNETTE RULEMAN STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF SHELBY MY COMM. EXP. MARCH 02, 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 .... $

(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.)

ARCHITECT:

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.

AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 11
APPLICATION DATE: 4/6/23
PERIOD TO: 3/31/23
ARCHITECT'S PROJECT NO: 21020

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C – G)	RETAINAGE (If variable rate)
SUB	TOTAL								
1	General Conditions	111,017.00	111,017.00	0.00	0.00	111,017.00	100	0.00	5,550.85
2	Testing Allowance	50,000.00	19,518.00	7,546.00	0.00	27,064.00	54	22,936.00	1,353.20
3	Site Clearing & Earthwork	660,787.00	660,787.00	0.00	0.00	660,787.00	100	0.00	33,039.35
4	Undercutting Allowance	25,000.00	31,905.00	0.00	0.00	31,905.00	128	-6,905.00	1,595.25
5	Erosion Control	54,127.00	54,127.00	0.00	0.00	54,127.00	100	0.00	2,706.35
6	Flocking Allowance	36,304.00	6,400.00	3,200.00	0.00	9,600.00	26	26,704.00	480.00
7	Sanitary Sewer	144,012.00	144,012.00	0.00	0.00	144,012.00	100	0.00	7,200.60
8	Storm Drainage	478,087.00	478,087.00	0.00	0.00	478,087.00	100	0.00	23,904.35
9	Retaining Walls	534,430.00	534,430.00	0.00	0.00	534,430.00	100	0.00	26,721.50
10	Sleeving Allowance	15,000.00	1,855.00	0.00	0.00	1,855.00	12	13,145.00	92.75
11	Insurances	9,536.00	9,536.00	0.00	0.00	9,536.00	100	0.00	476.80
12	CO #1 - Underground Water	337,181.00	337,181.00	0.00	0.00	337,181.00	100	0.00	16,859.05
	GRAND TOTAL								

AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 11
APPLICATION DATE: 4/6/23
PERIOD TO: 3/31/23
ARCHITECT'S PROJECT NO: 21020

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION *(D + E)*	THIS PERIOD	MATERIALS PRESENTLY STORED *(Not in D or E)*	TOTAL COMPLETED AND STORED TO DATE *(D+E+F)*	% *(G ÷ C)*	BALANCE TO FINISH *(C – G)*	RETAINAGE *(If variable rate)*
13	CO #2 - Wall Undercut	91,614.00	91,614.00	0.00	0.00	91,614.00	100	0.00	4,580.70
	SUB TOTAL	2,547,095.00	2,480,469.00	10,746.00	0.00	2,491,215.00	98	55,880.00	124,560.75
14	Contractors Fee & Overhead 4%	83,437.00	83,437.00	0.00	0.00	83,437.00	100	0.00	4,171.85
	GRAND TOTAL	2,630,532.00	2,563,906.00	10,746.00	0.00	2,574,652.00	98	55,880.00	128,732.60

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.

RECEIPT AND PARTIAL WAIVER OF LIEN RIGHTS

FROM: MONTGOMERY MARTIN CONTRACTORS, LLC (The Contractor)

TO: Lakeland Town Center, LLC (The Owner)

PROJECT: Lakeland Commons – Ph2 Site Package
4836 Village Lot Cove, Lakeland, TN 38002 (Location)

1. The undersigned does hereby waive, release and surrender any claim of lien or right of lien resulting from labor, skill, and/or materials, subcontract work, equipment or other work, rent, services or supplies heretofore furnished in and for the construction, improvement, alteration or additions to the above described project prior to the date hereof.

2. This release is given for and in consideration of the sum of $10,208.70 from Lakeland Town Center, LLC.

3. In further consideration of the payment made as above set forth, and to induce the Owner to make said payment, the undersigned agrees to defend and hold harmless the Owner or Lender, and/ or the principal and surety from any claims of lien hereinafter made by the undersigned and/or its material suppliers, subcontractors or employees, servants, agents or assigns of such persons against the project.

4. It is acknowledged that the designation of the above project constitutes an adequate description of the property and improvements for which the undersigned has received consideration of this release.

5. This instrument shall constitute full, final and complete release of all lien rights and claims of lien of the undersigned, for the worked completed to date.

DATED THIS 6th DAY OF March, 2023

MONTGOMERY MARTIN CONTRACTORS, LLC

BY: [signature]
Ridge Bass, Project Executive

JEANNETTE RULEMAN
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY
MY COMM. EXP. MARCH 02, 2024

Subscribed and sworn to me this
6th Day of March, 2023

Notary Public: [signature]

My Commission Expires: 3-2-24

Rev.02/28/11

Lien Waiver Reservation of Rights

Notwithstanding anything to the contrary in this waiver, Contractor is not waiving any lien or bond rights securing payment of retainage, unbilled changes, and claims which have not been asserted in writing or which have not yet become known to Contractor, and this waiver shall either apply only through the date of work covered by Contractor's last payment application that has been paid in full, or, shall be conditional upon receipt of funds to Contractor's account. No waiver or release shall be construed to commence or flow from or through any date in time for any reason and the existence of any such dates on this document is for reference only.

Lakeland Commons Phase 2 - Sitework
Allowance Log
Updated: 04.06.23

Item #	Description	Amount	Adjustments	Date	Comments
1	**Testing Allowance**	$ 50,000			
1a	PSI Invoices dated 3/31/22		$ (330)	4.29.22	See Pay App #2
1b	PSI Invoices dated 4/30/22		$ (5,767)	6.30.22	See Pay App #3
1c	PSI Invoices dated 5/31/22		$ (5,190)	8.1.22	See Pay App #5
1d	PSI Invoices dated 6/30/22		$ (2,559)	8.1.22	See Pay App #5
1e	PSI Invoice dated 7/31/22		$ (2,524)	10.31.22	See Pay App #7
1f	PSI Invoice dated 9/30/22		$ (503)	10.31.22	See Pay App #7
1g	PSI Invoice dated 11/30/22		$ (2,645)	1.4.23	See Pay App #9
	PSI Invoices Dated 1/31 & 2/28		$ (7,546)		See Pay App #11
1T	**Amount Remaining - Testing**	$ 22,937			
2	Undercutting Allowance	$ 25,000			
2a	Acuff Invoice Dated 5/25		$ (19,970)	5.31.22	See Pay App #3
2b	Acuff Invoice Dated 6/22		$ (9,146)	6.30.22	See Pay App #4
2c	Vulcan Materials Invoices dated 7/14		$ (2,789)	8.1.22	See Pay App #5
2d					
2e					
2f					
2g					
2T	Amount Remaining - Undercutting	$ (6,905)			
3	**Flocking Allowance**	$ 36,304			
3a	B&C Invoice dated 4/28		$ (1,600)	5.31.22	See Pay App #3

3b	B&C Invoice dated 6/30		$ (1,600)	8.1.22	See Pay App #5
3c	B&C Invoice Dated 1/12		$ (3,200)		See Pay App #10
3d	B&C Invoice Dated 2/21/23		$ (1,600)		Se Pay App #11
3e	B&C Invoice dated 2/9/23		$ (1,600)		See pay app #11
3f					
3g					
3T	Amount Remaining - Flocking	$ 26,704			
4	Sleeving Allowance	$ 15,000			
4a	Invoices to Home Depot & CBD		$ (4,571)	11.30.22	See Pay App #8
4b	Invoice to Home Depot		$ (284)	1.4.23	See Pay App #9
4c					
4T	Amount Remaining - Sleeving	$ [illegible]			

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MEMPHIS, TN 38118
(901) 365-1802

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MontgomeryMartinContractors

ATTN: Ridge Bass
MONTGOMERY MARTIN CONTRACTORS
8245 TOURNAMENT DRIVE
SUITE 300
MEMPHIS TN 38125

MONTGOMERY MARTIN CONTRACTORS
8245 TOURNAMENT DRIVE
SUITE 300
MEMPHIS TN 38125

Customer #	Purchase Order	Project Number	Date	Invoice #	Page
13004		05012771	01/31/23	00862174	0001

Project: LAKELAND COMMONS PH 2

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
01/09/23	05012771-52	ENGINEERING TECH, SR (HR)	4.00	55.00	220.00
01/09/23	05012771-52	VEHICLE-STANDARD (DAY)	1.00	50.00	50.00
01/09/23	05012771-52	NUCLEAR DENSITY EQP (DAY)	1.00	50.00	50.00
01/09/23	05012771-52	REPORT REVIEW	0.50	110.00	55.00
01/10/23	05012771-53	ENGINEERING TECH (HR)	4.00	47.00	188.00
01/10/23	05012771-53	VEHICLE-STANDARD (DAY)	1.00	50.00	50.00
01/10/23	05012771-53	NUCLEAR DENSITY EQP (DAY)	1.00	50.00	50.00
01/10/23	05012771-53	SO, M-D RELATION STD (EA)	1.00	255.00	255.00
01/10/23	05012771-53	REPORT REVIEW	0.80	110.00	88.00
01/11/23	05012771-54	ENGINEERING TECH (HR)	4.00	47.00	188.00
01/11/23	05012771-54	VEHICLE-STANDARD (DAY)	1.00	50.00	50.00
				Invoice Total:	*Continued*

TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL PAST DUE ACCOUNTS. FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL THE PHONE NUMBER ABOVE.

To assure proper credit to your account, please return with your check made payable to PSI.

Please mail remittance to:

Customer #	Invoice #	Project Number	Amount Enclosed
13004	00862174	05012771	

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Customer #	Purchase Order	Project Number	Date	Invoice #	Page
13004		05012771	01/31/23	00862174	0002

Project: LAKELAND COMMONS PH 2

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
01/11/23	05012771-54	NUCLEAR DENSITY EQP (DAY)	1.00	50.00	50.00
01/11/23	05012771-54	REPORT REVIEW	0.80	110.00	88.00
01/12/23	05012771-55	ENGINEERING TECH (HR)	4.00	47.00	188.00
01/12/23	05012771-55	VEHICLE-STANDARD (DAY)	1.00	50.00	50.00
01/12/23	05012771-55	NUCLEAR DENSITY EQP (DAY)	1.00	50.00	50.00
01/12/23	05012771-55	REPORT REVIEW	0.80	110.00	88.00
01/13/23	05012771-56	ENGINEERING TECH (HR)	4.00	47.00	188.00
01/13/23	05012771-56	VEHICLE-STANDARD (DAY)	1.00	50.00	50.00
01/13/23	05012771-56	NUCLEAR DENSITY EQP (DAY)	1.00	50.00	50.00
01/13/23	05012771-56	REPORT REVIEW	0.80	110.00	88.00
01/14/23	05012771-57	ENGINEERING TECH OT (HR)	2.00	70.50	141.00
				Invoice Total:	*Continued*

TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL PAST DUE ACCOUNTS. FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL THE PHONE NUMBER ABOVE.

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13004	00862174	05012771	

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Customer #	Purchase Order	Project Number	Date	Invoice #	Page
13004		05012771	01/31/23	00862174	0003

Project: LAKELAND COMMONS PH 2

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
01/14/23	05012771-57	VEHICLE-STANDARD (DAY)	1.00	50.00	50.00
01/14/23	05012771-57	REPORT REVIEW	0.40	110.00	44.00
01/16/23	05012771-58	ENGINEERING TECH (HR)	4.00	47.00	188.00
01/16/23	05012771-58	VEHICLE-STANDARD (DAY)	1.00	50.00	50.00
01/16/23	05012771-58	NUCLEAR DENSITY EQP (DAY)	1.00	50.00	50.00
01/16/23	05012771-58	REPORT REVIEW	0.80	110.00	88.00
01/17/23	05012771-59	ENGINEERING TECH (HR)	4.00	47.00	188.00
01/17/23	05012771-59	VEHICLE-STANDARD (DAY)	1.00	50.00	50.00
01/17/23	05012771-59	REPORT REVIEW	0.80	110.00	88.00
01/18/23	05012771-60	ENGINEERING TECH (HR)	4.00	47.00	188.00
01/18/23	05012771-60	VEHICLE-STANDARD (DAY)	1.00	50.00	50.00
				Invoice Total:	*Continued*

TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL PAST DUE ACCOUNTS. FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL THE PHONE NUMBER ABOVE.

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Customer #	Invoice #	Project Number	Amount Enclosed
13004	00862174	05012771	

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Customer #	Purchase Order	Project Number	Date	Invoice #	Page
13004		05012771	01/31/23	00862174	0004

Project: LAKELAND COMMONS PH 2

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
01/18/23	05012771-60	REPORT REVIEW	0.80	110.00	88.00
01/19/23	05012771-61	ENGINEERING TECH (HR)	2.00	47.00	94.00
01/19/23	05012771-61	VEHICLE-STANDARD (DAY)	1.00	50.00	50.00
01/19/23	05012771-61	REPORT REVIEW	0.40	110.00	44.00
01/20/23	05012771-62	ENGINEERING TECH (HR)	4.00	47.00	188.00
01/20/23	05012771-62	VEHICLE-STANDARD (DAY)	1.00	50.00	50.00
01/20/23	05012771-62	REPORT REVIEW	0.80	110.00	88.00
01/23/23	05012771-63	ENGINEERING TECH (HR)	4.00	47.00	188.00
01/23/23	05012771-63	VEHICLE-STANDARD (DAY)	1.00	50.00	50.00
01/23/23	05012771-63	REPORT REVIEW	0.80	110.00	88.00
01/24/23	05012771-64	ENGINEERING TECH (HR)	4.00	47.00	188.00
				Invoice Total:	*Continued*

TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL PAST DUE ACCOUNTS. FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL THE PHONE NUMBER ABOVE.

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Customer #	Invoice #	Project Number	Amount Enclosed
13004	00862174	05012771	

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Customer #	Purchase Order	Project Number	Date	Invoice #	Page
13004		05012771	01/31/23	00862174	0005

Project: LAKELAND COMMONS PH 2

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
01/24/23	05012771-64	VEHICLE-STANDARD (DAY)	1.00	50.00	50.00
01/24/23	05012771-64	NUCLEAR DENSITY EQP (DAY)	1.00	50.00	50.00
01/24/23	05012771-64	REPORT REVIEW	0.80	110.00	88.00
01/25/23	05012771-65	ENGINEERING TECH (HR)	2.00	47.00	94.00
01/25/23	05012771-65	VEHICLE-STANDARD (DAY)	1.00	50.00	50.00
01/25/23	05012771-65	REPORT REVIEW	0.40	110.00	44.00
01/26/23	05012771-66	ENGINEERING TECH (HR)	8.00	47.00	376.00
01/26/23	05012771-66	VEHICLE-STANDARD (DAY)	1.00	50.00	50.00
01/26/23	05012771-66	NUCLEAR DENSITY EQP (DAY)	1.00	50.00	50.00
01/26/23	05012771-66	REPORT REVIEW	1.20	110.00	132.00
01/27/23	05012771-67	ENGINEERING TECH (HR)	8.00	47.00	376.00
				Invoice Total:	*Continued*

TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL PAST DUE ACCOUNTS. FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL THE PHONE NUMBER ABOVE.

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Customer #	Purchase Order	Project Number	Date	Invoice #	Page
13004		05012771	01/31/23	00862174	0006

Project: LAKELAND COMMONS PH 2

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
01/27/23	05012771-67	VEHICLE-STANDARD (DAY)	1.00	50.00	50.00
01/27/23	05012771-67	NUCLEAR DENSITY EQP (DAY)	1.00	50.00	50.00
01/27/23	05012771-67	REPORT REVIEW	1.20	110.00	132.00

MONTGOMERY MARTIN
CONTRACTORS, LLC
INVOICE / SUB DRAW

CHECKED BY	
JOB NO.	21020
JOB COST CODE	20500
WITH GL CODE	
LABOR (501) /MAT (502) SUB (503) / OTHER(504) / EQUIPMENT (506)	504
OK TO PAY?	

p2/8

Invoice Total:	$6,017.00
Balance Due:	$6,017.00

TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL PAST DUE ACCOUNTS. FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL THE PHONE NUMBER ABOVE.

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Customer #	Invoice #	Project Number	Amount Enclosed
13004	00862174	05012771	

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MEMPHIS, TN 38118
(901) 365-1802

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MAR 06 2023

MontgomeryMartinContractors

ATTN: Ridge Bass
MONTGOMERY MARTIN CONTRACTORS
8245 TOURNAMENT DRIVE
SUITE 300
MEMPHIS TN 38125

MONTGOMERY MARTIN CONTRACTORS
8245 TOURNAMENT DRIVE
SUITE 300
MEMPHIS TN 38125

Customer #	Purchase Order	Project Number	Date	Invoice #	Page
13004		05012771	02/28/23	00868213	0001

Project: LAKELAND COMMONS PH 2

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
01/30/23	05012771-68	ENGINEERING TECH (HR)	4.00	47.00	188.00
01/30/23	05012771-68	VEHICLE-STANDARD (DAY)	1.00	50.00	50.00
01/30/23	05012771-68	NUCLEAR DENSITY EQP (DAY)	1.00	50.00	50.00
01/30/23	05012771-68	REPORT REVIEW	0.80	110.00	88.00
02/06/23	05012771-69	ENGINEERING TECH (HR)	4.00	47.00	188.00
02/06/23	05012771-69	VEHICLE-STANDARD (DAY)	1.00	50.00	50.00
02/06/23	05012771-69	NUCLEAR DENSITY EQP (DAY)	1.00	50.00	50.00
02/06/23	05012771-69	REPORT REVIEW	0.80	110.00	88.00
02/10/23	05012771-70	ENGINEERING TECH (HR)	5.00	47.00	235.00
02/10/23	05012771-70	VEHICLE-STANDARD (DAY)	1.00	50.00	50.00
02/10/23	05012771-70	NUCLEAR DENSITY EQP (DAY)	1.00	50.00	50.00
				Invoice Total:	*Continued*

TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL PAST DUE ACCOUNTS. FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL THE PHONE NUMBER ABOVE.

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Customer #	Invoice #	Project Number	Amount Enclosed
13004	00868213	05012771	

Professional Service Industries, Inc.
PO Box 74008418
Chicago, IL 60674-8418

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SUITE 300
MEMPHIS TN 38125

MONTGOMERY MARTIN CONTRACTORS
8245 TOURNAMENT DRIVE
SUITE 300
MEMPHIS TN 38125

Customer #	Purchase Order	Project Number	Date	Invoice #	Page
13004		05012771	02/28/23	00866213	0002

Project: LAKELAND COMMONS PH 2

Date	Work Order Nbr	Description	Quantity	Unit Cost	Amount
02/10/23	05012771-70	REPORT REVIEW	0.60	110.00	66.00
02/14/23	05012771-71	ENGINEERING TECH (HR)	4.00	47.00	188.00
02/14/23	05012771-71	VEHICLE-STANDARD (DAY)	1.00	50.00	50.00
02/14/23	05012771-71	NUCLEAR DENSITY EQP (DAY)	1.00	50.00	50.00
02/14/23	05012771-71	REPORT REVIEW	0.80	110.00	88.00

MONTGOMERY MARTIN CONTRACTORS, LLC
INVOICE / SUB DRAW

CHECKED BY	
JOB NO.	21020
JOB COST CODE	72500
WITH GL CODE	
LABOR (501) /MAT (502) SUB (503) / OTHER(504) /	504
EQUIPMENT (506)	
OK TO PAY?	

p317

Invoice Total:	$1,529.00
Balance Due:	$1,529.00

TERMS: NET 30 DAYS. A SERVICE CHARGE OF 1.5% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE ADDED TO ALL PAST DUE ACCOUNTS. FOR QUESTIONS REGARDING THIS INVOICE, PLEASE CALL THE PHONE NUMBER ABOVE.

....To assure proper credit to your account, please return with your check made payable to PSI.

Please mail remittance to:

Customer #	Invoice #	Project Number	Amount Enclosed
13004	00866213	05012771	

Professional Service Industries, Inc.
PO Box 74008418
Chicago, IL 60674-8418

& C Construction Co., Inc.
P.O. BOX 488
ELLENDALE, TN. 38029-0488

RECEIVED
FEB 13 2023
MontgomeryMartinContractors

INVOICE

Due date: 2/19/2022

Project:
MISC. JOBS (2022-2023)

Bill To:

MONTGOMERY MARTIN CONTRS. LLC
8245 TOURNAMENT DRIVE
SUITE 300
MEMPHIS, TN 38125

Invoice number: 2-001
Invoice date: 2/9/2023
Our JobId: 2023
P.O.Number: LAKELAND COMMONS

Terms:

Qty	Units	Description	Price	Amount
1	EA	FLOC POND TREATMENT 2/6/23	1,600.00	1,600.00

MONTGOMERY MARTIN
CONTRACTORS, LLC
INVOICE / SUB DRAW

CHECKED BY	
JOB NO.	21020
JOB COST CODE	24000
WITH GL CODE	
LABOR (501) /MAT (502) SUB (503) / OTHER(504) / EQUIPMENT (506)	504
OK TO PAY?	

p 2/21

Total due: 1,600.00

& C Construction Co., Inc.
P.O. BOX 488
ELLENDALE, TN. 38029-0488

RECEIVED
FEB 27 2023
MontgomeryMartinContractors

INVOICE

Due date: 3/4/2022

Project:
MISC. JOBS (2022-2023)

Bill To:

MONTGOMERY MARTIN CONTRS. LLC
8245 TOURNAMENT DRIVE
SUITE 300
MEMPHIS, TN 38125

Invoice number: 2-002
Invoice date: 2/21/2023
Our JobId: 2023
P.O.Number: LAKELAND COMMONS
Terms:

Qty	Units	Description	Price	Amount
1	EA	FLOC POND TREATMENT 2/20/23	1,600.00	1,600.00

MONTGOMERY MARTIN CONTRACTORS, LLC
INVOICE / SUB DRAW

CHECKED BY	
JOB NO.	21020
JOB COST CODE	24000
WITH GL CODE	
LABOR (501) / MAT (502) SUB (503) / OTHER(504) / EQUIPMENT (506)	504
OK TO PAY?	

p2/28

Total due: 1,600.00

Page 1/1

AIA Document G702™ – 1992

Application and Certificate for Payment

TO OWNER: Lakeland Town Center, LLC
355 Tara Lane
Memphis, TN 38111

PROJECT: Lakeland Commons-Ph2 Site Pkg
4836 Village Lot Cove
Lakeland, TN 38002

APPLICATION NO: 12
PERIOD TO: 4/30/23
CONTRACT FOR:
CONTRACT DATE:
PROJECT NOS: 21020 / /

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

FROM CONTRACTOR:
Montgomery Martin Contractors, LLC
8245 Tournament Drive
Suite 300 Memphis, TN 38125

VIA ARCHITECT:

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 .... $ 2,201,737.00
2. NET CHANGE BY CHANGE ORDERS .... $ 428,795.00
3. CONTRACT SUM TO DATE *(Line 1 ± 2)* .... $ 2,630,532.00
4. TOTAL COMPLETED & STORED TO DATE *(Column G on G703)* .... $ 2,574,652.00
5. RETAINAGE:
   a. 0.0 % of Completed Work *(Columns D + E on G703)* $ 0.00
   b. 0.0 % of Stored Material *(Column F on G703)* $ 0.00

   Total Retainage *(Lines 5a + 5b, or Total in Column I of G703)* .... $ 0.00
6. TOTAL EARNED LESS RETAINAGE .... $ 2,574,652.00
   (Line 4 minus Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .... $ 2,445,919.40
   (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE .... $ 128,732.60
9. BALANCE TO FINISH, INCLUDING RETAINAGE
   (Line 3 minus Line 6) $ 55,880.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 428,795.00	$ 0.00
Total approved this month	$ 0.00	$ 0.00
TOTAL	$ 428,795.00	$ 0.00
NET CHANGES by Change Order	$ 428,795.00	

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: Montgomery Martin Contractors, LLC

By: [signature] Date: 5/4/23

State of: Tennessee
County of: Shelby
Subscribed and sworn to before me this 4th day of May, 2023

Notary Public: [signature]
My commission expires: 3-2-24

JEANNETTE RULEMAN STATE OF TENNESSEE NOTARY PUBLIC SHELBY COUNTY MY COMM. EXP. MARCH 02, 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 .... $

(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.)

ARCHITECT:

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.

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.

AIA Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 12
APPLICATION DATE: 5/4/23
PERIOD TO: 4/30/23
ARCHITECT'S PROJECT NO: 21020

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C – G)	RETAINAGE (If variable rate)
SUB	TOTAL								
1	General Conditions	111,017.00	111,017.00	0.00	0.00	111,017.00	100	0.00	0.00
2	Testing Allowance	50,000.00	27,064.00	0.00	0.00	27,064.00	54	22,936.00	0.00
3	Site Clearing & Earthwork	660,787.00	660,787.00	0.00	0.00	660,787.00	100	0.00	0.00
4	Undercutting Allowance	25,000.00	31,905.00	0.00	0.00	31,905.00	128	-6,905.00	0.00
5	Erosion Control	54,127.00	54,127.00	0.00	0.00	54,127.00	100	0.00	0.00
6	Flocking Allowance	36,304.00	9,600.00	0.00	0.00	9,600.00	26	26,704.00	0.00
7	Sanitary Sewer	144,012.00	144,012.00	0.00	0.00	144,012.00	100	0.00	0.00
8	Storm Drainage	478,087.00	478,087.00	0.00	0.00	478,087.00	100	0.00	0.00
9	Retaining Walls	534,430.00	534,430.00	0.00	0.00	534,430.00	100	0.00	0.00
10	Sleeving Allowance	15,000.00	1,855.00	0.00	0.00	1,855.00	12	13,145.00	0.00
11	Insurances	9,536.00	9,536.00	0.00	0.00	9,536.00	100	0.00	0.00
12	CO #1 - Underground Water	337,181.00	337,181.00	0.00	0.00	337,181.00	100	0.00	0.00
	GRAND TOTAL								

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 12
APPLICATION DATE: 5/4/23
PERIOD TO: 4/30/23
ARCHITECT'S PROJECT NO: 21020

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C – G)	RETAINAGE (If variable rate)
13	CO #2 - Wall Undercut	91,614.00	91,614.00	0.00	0.00	91,614.00	100	0.00	0.00
	SUB TOTAL	2,547,095.00	2,491,215.00	0.00	0.00	2,491,215.00	98	55,880.00	0.00
14	Contractors Fee & Overhead 4%	83,437.00	83,437.00	0.00	0.00	83,437.00	100	0.00	0.00
	GRAND TOTAL	2,630,532.00	2,574,652.00	0.00	0.00	2,574,652.00	98	55,880.00	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.

RECEIPT AND PARTIAL WAIVER OF LIEN RIGHTS

FROM: MONTGOMERY MARTIN CONTRACTORS, LLC (The Contractor)

TO: Lakeland Town Center, LLC (The Owner)

PROJECT: Lakeland Commons – Ph2 Site Package
4836 Village Lot Cove, Lakeland, TN 38002 (Location)

1. The undersigned does hereby waive, release and surrender any claim of lien or right of lien resulting from labor, skill, and/or materials, subcontract work, equipment or other work, rent, services or supplies heretofore furnished in and for the construction, improvement, alteration or additions to the above described project prior to the date hereof.

2. This release is given for and in consideration of the sum of $128,732.60 from Lakeland Town Center, LLC.

3. In further consideration of the payment made as above set forth, and to induce the Owner to make said payment, the undersigned agrees to defend and hold harmless the Owner or Lender, and/ or the principal and surety from any claims of lien hereinafter made by the undersigned and/or its material suppliers, subcontractors or employees, servants, agents or assigns of such persons against the project.

4. It is acknowledged that the designation of the above project constitutes an adequate description of the property and improvements for which the undersigned has received consideration of this release.

5. This instrument shall constitute full, final and complete release of all lien rights and claims of lien of the undersigned, for the worked completed to date.

DATED THIS 4th DAY OF May, 2023

MONTGOMERY MARTIN CONTRACTORS, LLC

BY: [signature]
Ridge Bass, Project Executive

JEANNETTE RULEMAN
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY
MY COMM. EXP. MARCH 02, 2024

Subscribed and sworn to me this:
4th Day of May, 2023

Notary Public: [signature]

My Commission Expires: 3-2-24

Rev.02/28/11

Lakeland Commons Phase 2 - Sitework
Allowance Log
Updated: 05.04.23

Item #	Description	Amount	Adjustments	Date	Comments
1	Testing Allowance	$ 50,000			
1a	PSI Invoices dated 3/31/22		$ (330)	4.29.22	See Pay App #2
1b	PSI Invoices dated 4/30/22		$ (5,767)	6.30.22	See Pay App #3
1c	PSI Invoices dated 5/31/22		$ (5,190)	8.1.22	See Pay App #5
1d	PSI Invoices dated 6/30/22		$ (2,559)	8.1.22	See Pay App #5
1e	PSI Invoice dated 7/31/22		$ (2,524)	10.31.22	See Pay App #7
1f	PSI Invoice dated 9/30/22		$ (503)	10.31.22	See Pay App #7
1g	PSI Invoice dated 11/30/22		$ (2,645)	1.4.23	See Pay App #9
	PSI Invoices Dated 1/31 & 2/28		$ (7,546)		See Pay App #11
1T	Amount Remaining - Testing	$ 22,937			
2	Undercutting Allowance	$ 25,000			
2a	Acuff Invoice Dated 5/25		$ (19,970)	5.31.22	See Pay App #3
2b	Acuff Invoice Dated 6/22		$ (9,146)	6.30.22	See Pay App #4
2c	Vulcan Materials Invoices dated 7/19		$ (2,789)	8.1.22	See Pay App #5
2d					
2e					
2f					
2g					
2T	Amount Remaining - Undercutting	$ (6,905)			
3	Flocking Allowance	$ 36,304			
3a	B&C Invoice dated 4/28		$ (1,600)	5.31.22	See Pay App #3

3b	B&C Invoice dated 6/30		$ (1,600)	8.1.22	See Pay App #5
3c	B&C Invoice Dated 1/12		$ (3,200)		See Pay App #10
3d	B&C Invoice Dated 2/21/23		$ (1,600)		Se Pay App #11
3e	B&C Invoice dated 2/9/23		$ (1,600)		See pay app #11
3f					
3g					
3T	Amount Remaining - Flocking	$ 26,704			
4	Sleeving Allowance	$ 15,000			
4a	Invoices to Home Depot & CED		$ (1,571)	11.30.22	See Pay App #8
4b	Invoice to Home Depot		$ (284)	1.4.23	See Pay App #9
4c					
4T	Amount Remaining - Sleeving	$ 13,145			
	TOTAL REMAINING ALLOWANCES	$ 55,880			

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER: Lakeland Town Center, LLC
355 Tara Lane
Memphis , TN 38111

PROJECT:
Lakeland Commons-Ph2 Site Pkg
4836 Village Lot Cove
Lakeland, TN 38002

APPLICATION NO: 13
PERIOD TO: 7/31/23
CONTRACT FOR:
CONTRACT DATE:
PROJECT NOS: 21020 / /

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

FROM CONTRACTOR:
Montgomery Martin Contractors, LLC
8245 Tournament Drive
Suite 300 Memphis, TN 38125

VIA ARCHITECT:

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 .... $ 2,201,737.00
2. NET CHANGE BY CHANGE ORDERS .... $ 382,714.00
3. CONTRACT SUM TO DATE *(Line 1 ± 2)* .... $ 2,584,451.00
4. TOTAL COMPLETED & STORED TO DATE *(Column G on G703)* ...... $ 2,584,451.00
5. RETAINAGE:
   a. 0.0 % of Completed Work *(Columns D + E on G703)* $ 0.00
   b. 0.0 % of Stored Material *(Column F on G703)* $ 0.00

   Total Retainage *(Lines 5a + 5b, or Total in Column I of G703)*...... $ 0.00
6. TOTAL EARNED LESS RETAINAGE .... $ 2,584,451.00 *(Line 4 minus Line 5 Total)*
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .... $ 2,574,652.00 *(Line 6 from prior Certificate)*
8. CURRENT PAYMENT DUE .... $ 9,799.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE *(Line 3 minus Line 6)* $ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 428,795.00	$ 0.00
Total approved this month	$ 0.00	$ 46,081.00
TOTAL	$ 428,795.00	$ 46,081.00
NET CHANGES by Change Order	$ 382,714.00	

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: Montgomery Martin Contractors, LLC

By: [signature] Date: 7/26/23

State of: Tennessee
County of: Shelby
Subscribed and sworn to before me this 26th day of July, 2023

Notary Public: [signature]
My commission expires: 3-2-24

JEANNETTE RULEMAN STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF SHELBY MY COMM. EXP. MARCH 02, 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 .... $

(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.)

ARCHITECT:

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.

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.

AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 13
APPLICATION DATE: 7/26/23
PERIOD TO: 7/31/23
ARCHITECT'S PROJECT NO: 21020

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C – G)	RETAINAGE (If variable rate)
SUB	TOTAL								
1	General Conditions	111,017.00	111,017.00	0.00	0.00	111,017.00	100	0.00	0.00
2	Testing Allowance	29,033.00	27,064.00	1,969.00	0.00	29,033.00	100	0.00	0.00
3	Site Clearing & Earthwork	660,787.00	660,787.00	0.00	0.00	660,787.00	100	0.00	0.00
4	Undercutting Allowance	31,905.00	31,905.00	0.00	0.00	31,905.00	100	0.00	0.00
5	Erosion Control	54,127.00	54,127.00	0.00	0.00	54,127.00	100	0.00	0.00
6	Flocking Allowance	17,600.00	9,600.00	8,000.00	0.00	17,600.00	100	0.00	0.00
7	Sanitary Sewer	144,012.00	144,012.00	0.00	0.00	144,012.00	100	0.00	0.00
8	Storm Drainage	478,087.00	478,087.00	0.00	0.00	478,087.00	100	0.00	0.00
9	Retaining Walls	534,430.00	534,430.00	0.00	0.00	534,430.00	100	0.00	0.00
10	Sleeving Allowance	1,855.00	1,855.00	0.00	0.00	1,855.00	100	0.00	0.00
11	Insurances	9,366.00	9,536.00	-170.00	0.00	9,366.00	100	0.00	0.00
12	CO #1 - Underground Water	337,181.00	337,181.00	0.00	0.00	337,181.00	100	0.00	0.00
	GRAND TOTAL								

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 13
APPLICATION DATE: 7/26/23
PERIOD TO: 7/31/23
ARCHITECT'S PROJECT NO: 21020

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C – G)	RETAINAGE (If variable rate)
13	CO #2 - Wall Undercut	91,614.00	91,614.00	0.00	0.00	91,614.00	100	0.00	0.00
14	CO #3- Allowances (Allocated above)	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
	SUB TOTAL	2,501,014.00	2,491,215.00	9,799.00	0.00	2,501,014.00	100	0.00	0.00
15	Contractors Fee & Overhead 4%	83,437.00	83,437.00	0.00	0.00	83,437.00	100	0.00	0.00
	GRAND TOTAL	2,584,451.00	2,574,652.00	9,799.00	0.00	2,584,451.00	100	0.00	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.

FINAL WAIVER OF LIENS

State of Tennessee
County of Shelby

On this 26th day of July, 2023, before me personally appeared Ridge Bass, an agent for the limited liability company, Montgomery Martin Contractors, LLC, to me personally known, who being duly sworn on his oath, did say that all of the persons, firms and corporations, including all subcontractors, who have furnished services, labor or materials according to the plans or specifications, or extra items used in the construction or repair of buildings and improvements on the real estate hereinafter described, have been paid in full or will be paid in full no later than ten (10) days from the date a bill is rendered for such services, labor or materials and that such work has been fully completed and accepted by the owner.

Montgomery Martin Contractors, LLC, as General Contractor, further acknowledges that upon receipt of $9,799.00, representing full and final payment of the contract price of $2,584,451.00, Affiant states that no chattel mortgages or conditional bills of sale have been given or are now outstanding as to any materials, appliances, fixtures or furnishings placed upon or installed in the aforesaid premises. Affiant, as a party, does for a valuable consideration hereby agree and guarantee to hold the owner of the said real estate, his successors, heirs and assigns, harmless against any lien, claim or suit by any general contractor, subcontractor, mechanic or materialman and against chattel mortgages or conditional bills of sale in conjunction with the construction of such buildings or improvements on said real estate.

The real estate and improvements referred to herein are situated in the **CITY of Lakeland, STATE of Tennessee,** and are described as follows:

Lakeland Commons Phase 2 Site Package
4836 Village Lot Cove
Lakeland, TN 38002

By: [signature]
Ridge Bass, Project Executive

Sworn to and subscribed before me on the **26th DAY OF July, 2023.**

[signature], Notary Public
Commission expires: 3-2-24

JEANNETTE RULEMAN
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY
MY COMM. EXP. MARCH 02, 2024

FINAL WAIVER OF LIENS

State of Tennessee
County of Shelby

On this 2nd day of **August, 2023,** before me personally appeared **Jeff Emerson,** an agent for the limited liability company, **Montgomery Martin Contractors, LLC,** to me personally known, who being duly sworn on his oath, did say that all of the persons, firms and corporations, including all subcontractors, who have furnished services, labor or materials according to the plans or specifications, or extra items used in the construction or repair of buildings and improvements on the real estate hereinafter described, have been paid in full for such services, labor or materials and that such work has been fully completed and accepted by the owner.

Montgomery Martin Contractors, LLC, as General Contractor, further acknowledges that in consideration of **$9,799.00,** representing full and final payment of the contract price of **$2,584,451.00** Affiant states that no chattel mortgages or conditional bills of sale have been given or are now outstanding as to any materials, appliances, fixtures or furnishings placed upon or installed in the aforesaid premises. Affiant, as a party, does for a valuable consideration hereby agree and guarantee to hold the owner of the said real estate, his successors, heirs and assigns, harmless against any lien, claim or suit by any general contractor, subcontractor, mechanic or materialman and against chattel mortgages or conditional bills of sale in conjunction with the construction of such buildings or improvements on said real estate.

The real estate and improvements referred to herein are situated in the **CITY of Lakeland, STATE of Tennessee,** and are described as follows:

Lakeland Commons Phase 2 Site Package
4836 Village Lot Cove
Lakeland, TN 38002

By: Jeff Emerson

Jeff Emerson, Vice President

Sworn to and subscribed before me on the **2nd DAY OF August, 2023.**

Jeanette Ruleman, Notary Public

Commission expires: 3-2-24

JEANNETTE RULEMAN
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY
MY COMM. EXP. MARCH 02, 2024

Final Release of Lien

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of $ 12,737.50, paid by Montgomery Martin Contractors, LLC, receipt of which is hereby acknowledged, hereby releases and quit claims to the said party its successors and assigns, and Montgomery Martin Contractors, LLC the owner, all liens, lien rights, claims or demands of any kind whatsoever, which the undersigned now has or might have ag against the building on premises legally described as:

Lakeland Commons-Ph2 Site Pkg
4836 Village Lot Cove
Lakeland, TN 38002

on account of labor performed and/or material furnished for the construction of any improvements thereon. Further, all labor and materials used by the undersigned in the erection of said improvements have been fully paid for. It is understood that this Waiver of Liens shall not relieve the subcontractor from the period of guaranty as stated in the specifications.

Nature of work: Underground Water

IN WITNESS WHEREOF,

I hereby acknowledge that the statements contained in the foregoing Release of Lien are true and correct.

I have hereunto set my hand seal this twenty seventh day of July in the year two thousand and twenty three

ACTIVE Fire Protection Services, LLC

By: Jodie M. Smith
Signature

Jodie M. Smith
Print Name & Title

State of TN
County of Shelby

Sworn to and subscribed before me this 1 day of August, 2023.

KELSEY KECKLER
TENNESSEE NOTARY PUBLIC
My Comm Exp. May 5, 2027
COUNTY OF SHELBY

Kelsey Keckler
Notary Signature Notary Public, State of TN

My Commission expires:
5/5/27

Final Release of Lien

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of $ 55,906.00 , paid by Montgomery Martin Contractors, LLC , receipt of which is hereby acknowledged, hereby releases and quit claims to the said party its successors and assigns, and Montgomery Martin Contractors, LLC the owner, all liens, lien rights, claims or demands of any kind whatsoever, which the undersigned now has or might have ag against the building on premises legally described as:

Lakeland Commons-Ph2 Site Pkg
4836 Village Lot Cove
Lakeland, TN 38002

on account of labor performed and/or material furnished for the construction of any improvements thereon. Further, all labor and materials used by the undersigned in the erection of said improvements have been fully paid for. It is understood that this Waiver of Liens shall not relieve the subcontractor from the period of guaranty as stated in the specifications.

Nature of work: Site Grading

IN WITNESS WHEREOF,

I hereby acknowledge that the statements contained in the foregoing Release of Lien are true and correct.

I have hereunto set my hand seal this twenty fifth day of July in the year two thousand and twenty three .

DC Construction Services, LLC

By: Vernon Jordan
Signature

Vernon Jordan / President
Print Name & Title

State of Tennessee

County of Shelby

Sworn to and subscribed before me this 26th day of July , 2023 .

MARIANNE ADRIANZA STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF SHELBY MY COMM. EXPIRES 03-18-2025

My Commission expires:
3-18-25

Marianne Adrianza
Notary Signature Notary Public, State of

Final Release of Lien

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of the payment of the sum of $ 24,257.00, paid by Montgomery Martin Contractors, LLC, receipt of which is hereby acknowledged, hereby releases and quit claims to the said party its successors and assigns, and Montgomery Martin Contractors, LLC the owner, all liens, lien rights, claims or demands of any kind whatsoever, which the undersigned now has or might have ag against the building on premises legally described as:

Lakeland Commons-Ph2 Site Pkg
4836 Village Lot Cove
Lakeland, TN 38002

on account of labor performed and/or material furnished for the construction of any improvements thereon. Further, all labor and materials used by the undersigned in the erection of said improvements have been fully paid for. It is understood that this Waiver of Liens shall not relieve the subcontractor from the period of guaranty as stated in the specifications.

Nature of work: Segmented Retaining Walls

IN WITNESS WHEREOF,

I hereby acknowledge that the statements contained in the foregoing Release of Lien are true and correct.

I have hereunto set my hand seal this twentieth day of July in the year two thousand and twenty three.

KELSEY KECKLER
TENNESSEE NOTARY PUBLIC
My Comm Exp. May 5, 2027
COUNTY OF SHELBY

MEMPHIS INCRETE, INC.

By: [signature]
Signature

LARRY B LEE PRESIDENT
Print Name & Title

State of TN
County of Shelby

Sworn to and subscribed before me this 21 day of July, 20 23.

[signature]
Notary Signature Notary Public, State of TN

My Commission expires:
5/5/27

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Lakeland Commons-Sitework Phase II

OWNER: *(Name and address)*
Lakeland Town Center, LLC
355 Tara Lane
Memphis, TN 38111

CONTRACT INFORMATION:
Contract For: General Construction
Date: March 4, 2022

ARCHITECT: *(Name and address)*
Renaissance Group, Inc.
9700 Village Circle, Suite 100
Lakeland, TN 38002

CHANGE ORDER INFORMATION:
Change Order Number: 003
Date: July 26, 2023

CONTRACTOR: *(Name and address)*
Montgomery Martin Contractors, LLC
8245 Tournament Drive, Suite 300
Memphis, TN 38125

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Includes the following Change Order Requests: COR #4

The original Contract Sum was	$ 2,201,737.00
The net change by previously authorized Change Orders	$ 428,795.00
The Contract Sum prior to this Change Order was	$ 2,630,532.00
The Contract Sum will be decreased by this Change Order in the amount of	$ 46,081.00
The new Contract Sum including this Change Order will be	$ 2,584,451.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be UNCHANGED

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Renaissance Group, Inc.	Montgomery Martin Contractors, LLC	Lakeland Town Center, LLC
ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
	[signature]	[signature]
SIGNATURE	SIGNATURE	SIGNATURE
Wesley Wooldridge, Partner	Ridge Bass, Project Executive	Vince Smith, President
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
	7/26/23	7-31-23
DATE	DATE	DATE

(3B9ADA4F)

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Lakeland Commons-Sitework Phase II	Contract For: General Construction Date: March 4, 2022	Change Order Number: 003 Date: July 26, 2023
OWNER: *(Name and address)* Lakeland Town Center, LLC 355 Tara Lane Memphis, TN 38111	ARCHITECT: *(Name and address)* Renaissance Group, Inc. 9700 Village Circle, Suite 100 Lakeland, TN 38002	CONTRACTOR: *(Name and address)* Montgomery Martin Contractors, LLC 8245 Tournament Drive, Suite 300 Memphis, TN 38125

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Includes the following Change Order Requests: COR #4

The original Contract Sum was	$ 2,201,737.00
The net change by previously authorized Change Orders	$ 428,795.00
The Contract Sum prior to this Change Order was	$ 2,630,532.00
The Contract Sum will be decreased by this Change Order in the amount of	$ 46,081.00
The new Contract Sum including this Change Order will be	$ 2,584,451.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be UNCHANGED

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Renaissance Group, Inc. ARCHITECT *(Firm name)*	Montgomery Martin Contractors, LLC CONTRACTOR *(Firm name)*	Lakeland Town Center, LLC OWNER *(Firm name)*
SIGNATURE	SIGNATURE	SIGNATURE
Wesley Wooldridge, Partner PRINTED NAME AND TITLE	Ridge Bass, Project Executive PRINTED NAME AND TITLE	Vince Smith, President PRINTED NAME AND TITLE
DATE	7/26/23 DATE	DATE

(3B9ADA4F)

CHANGE ORDER REQUEST SUMMARY SHEET

Project Name: Lakeland Commons Phase 2 - Site Package
Owner: Lakeland Town Center, LLC
Architect: Renaissance Group, Inc.
Report Run Date: July 25, 2023

Project # 21020

Change Order Request Details

COR #	CO #	COR Title	COR Description	Cost/(Credit)	Time Extension	Origination Date	Date Finalized	Status
1	X	Additional 8" Sewer Service	Add for replacement of existing 6" sewer with 8" sewer service as requested by RGI	$20,560.00	0	May 23, 2022	May 23, 2022	Rejected
2	1	Add underground water (domestic & fire)	Add to include underground fire and domestic water to site work package	$337,181.00	30	June 10, 2022	June 10, 2022	Approved
3	2	New Inlet & Grading	Add to install new inlet and undercut along south wall to disperse unforseen underground water	$91,614.00	0	August 30, 2022	October 6, 2022	Approved
4	3	Final Allowance Reconcile	Reconcile Project Allowances for Original Allowance vs. Actual Cost. These amounts are to be deducted from site contract and added to vertical construction contract	[illegible]	0	July 26, 2023	July 26, 2023	Approved
5								
6								
7								
8								
9								
10								

Original Contract Amount	$2,201,737.00
Approved Change Orders & CORS	$382,714.00
Revised Contract Amount	$2,584,451.00

Pending CORs	$0.00
Rejected CORs	$20,560.00

Lakeland Commons - Site Package - Phase 2
CHANGE ORDER SUMMARY
7/25/2023

CHANGE ORDER REQUEST - NUMBER & DESCRIPTION	***DATE***	***AMOUNT***	***STATUS***
COR #4 - Final Allowance Reconcile	7.26.23	($46,081.00)	**Approved**
CHANGE ORDER #3 - TOTAL		$ (46,081.00)	

Outstanding Change Order Requests

Original Contract Contract Amount	**$**	**2,201,737.00**
Previous Change Order Amounts	**$**	**428,795.00**
CHANGE ORDER #03	**$**	**(46,081.00)**
REVISED CONTRACT AMOUNT	**$**	**2,584,451.00**

PCCOR #004

Montgomery Martin Contractors
8245 Tournament Dr.
Memphis, Tennessee 38125
Phone: +19013749400

Project: 21020 - Lakeland Commons - Sitework Phase 2
4836 Village Lot Cv.
Lakeland, Tennessee 38002

Prime Contract Change Order Request #004: Final Allowance Reconcile

TO:	Lakeland Town Center, LLC 355 Tara Lane Memphis, Tennessee 38111	FROM:	Montgomery Martin Contractors 8245 Tournament Drive, Suite 300 Memphis , Tennessee 38125
CHANGE ORDER REQUEST NUMBER / REVISION:	004 / 0	PRIME CONTRACT CHANGE ORDER:	None
STATUS:	Pending - Proceeding	CREATED BY:	Ridge Bass (Montgomery Martin Contractors)
SCHEDULE IMPACT:		DATE CREATED:	7/25/2023
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	($46,081.00)

CHANGE ORDER REQUEST TITLE: Final Allowance Reconcile

CHANGE ORDER REQUEST DESCRIPTION:

Change Order Request #4 includes the following revisions:

1) Credit Original Contract Allowances:
   a) Testing - $50,000
   b) Undercutting - $25,000
   c) Flocking - $36,304
   d) Sleeving - $15,000

   e) **Subtotal Original Allowances - $126,304**

2) Add for actual cost of allowance work spent to date including testing, undercutting, flocking, and sleeving:
   a) **Total Cost for Used Allowances To Date - $80,393**
   b) See attached cost reports, allowance log, and estimate breakdown for more information

3) Allowances are being removed from LC2 - Sitework Package and must be added back to LC2 Vertical Construction. The following allowance amounts are recomended to complete LC2 Vertical Construction:
   a) Special Inspections & Testing - $20,000 (lump sum estimate)
   b) Flocking - $28,800 (18 flocks @ $1,600 each)
   c) Sleeving - $15,000 (lump sum estimate for gas & irrigation sleeving)
   d) **Total Allowances to be added to LC2 Vertical - $63,800**

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER REQUEST:

PCO #	Contract Company	Title	Schedule Impact	Amount
004	Lakeland Town Center, LLC	Final Allowance Reconcile		($46,081.00)
			Total:	($46,081.00)

CHANGE ORDER REQUEST LINE ITEMS:

PCCOR #004

PCO # 004: Final Allowance Reconcile

#	Budget Code	Description	Amount
1	O Other	LC2 Site - Allowance Reconcile	$(46,081.00)
		Grand Total:	$(46,081.00)

Wesley Wooldridge (Renaissance Group)
9700 Village Circle, Suite 100
Lakeland, Tennessee 38002

SIGNATURE DATE

Montgomery Martin Contractors

Lakeland Town Center, LLC
355 Tara Lane
Memphis, Tennessee 38111

SIGNATURE DATE

Montgomery Martin Contractors
8245 Tournament Drive, Suite 300
Memphis , Tennessee 38125

7/25/23

SIGNATURE DATE

Printed On: 7/25/2023 06:12 PM

Montgomery Martin Contractors Inc.
8245 Tournament Drive, Suite 300
Memphis, TN 38125

JOB ESTIMATE SHEET
July 25, 2023

PROJECT: ***Lakeland Commons - Site Package - Phase 2***

Change Order Request #4 - Final Allowance Reconcile

CODE	ITEM	QUANTITY		LABOR	LABOR SUBT.	MATERIAL	MAT. SUBT.	SUB	EQUIPMENT	EQUIP. SUBT.	TOTAL
20500	Credit Original Testing Allowance	1	sum	$ -	$ -	$ -	$ -	$ (50,000.00)	$ -	$ -	$ (50,000.00)
20500	Add for Actual Testing Costs to Date	1	sum	$ -	$ -	$ -	$ -	$ 29,033.00	$ -	$ -	$ 29,033.00
21300	Credit Original Undercutting Allowance	1	sum	$ -	$ -	$ -	$ -	$ (25,000.00)	$ -	$ -	$ (25,000.00)
21300	Add for Actual Undercutting Costs to Date	1	sum	$ -	$ -	$ -	$ -	$ 31,905.00	$ -	$ -	$ 31,905.00
24000	Credit Original Flocking Allowance	1	sum	$ -	$ -	$ -	$ -	$ (36,304.00)	$ -	$ -	$ (36,304.00)
24000	Add for Actual Flocking Cost to Date	1	sum	$ -	$ -	$ -	$ -	$ 17,600.00	$ -	$ -	$ 17,600.00
28100	Credit Original Sleeving Allowance	1	sum	$ -	$ -	$ -	$ -	$ (15,000.00)	$ -	$ -	$ (15,000.00)
28100	Add for Sleeving Cost to Date	1	sum	$ -	$ -	$ -	$ -	$ 1,855.00	$ -	$ -	$ 1,855.00

TOTALS		LABOR SUBT.	MAT. SUBT.	SUB	EQUIP. SUBT.	TOTAL
SUBTOTAL WORK						$ (45,911.00)
TOTAL LABOR		$0				
TOTAL MATERIAL			$0			
TOTAL SUBCONTRACT				-$45,911		
TOTAL EQUIPMENT					$0	
COST OF THE WORK						($45,911)
LABOR BURDEN @ 42%						$0
SALES TAX @ 9.75%						$0
GENERAL LIABILITY		$0.000		-$169.9		($170)
	Subtotal					($46,081)
Builder's Risk (N.A.)						$0
	Subtotal					($46,081)
MMC Fee						$0
	Subtotal					($46,081)
	TOTAL					($46,081)

Job: 21020 Lakeland Commons-Ph2 Site Pkg
4836 Village Lot Cove

Date	Reference	Vendor	Amount	Quantity	Description	Acct. Entry
Testing Allowance						
20500 Test Allowance						
Other						
4/30/22	PSI reclass		330.00			
4/30/22	00819837	P S I, Inc.	5,768.50			4/22 - 332
5/31/22	00824342	P S I, Inc.	5,190.00			5/22 - 65
6/30/22	00829432	P S I, Inc.	2,559.00			6/22 - 88
7/31/22	00834457	P S I, Inc.	2,524.00			7/22 - 93
9/30/22	00844503	P S I, Inc.	503.00			8/22 - 83
11/30/22	00853894	P S I, Inc.	2,645.00			10/22 - 90
12/31/22	00858020	P S I, Inc.	1,989.00			12/22 - 174
1/31/23	00862174	P S I, Inc.	6,017.00			12/22 - 314
2/28/23	00866213	P S I, Inc.	1,529.00			2/23 - 74
	Total		29,032.50			2/23 - 346

Job Total 29,032.50

For selected cost categories: 20500 - 20500

7/25/23
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Montgomery Martin Contractors, LLC
Job Cost History
Detail by Cost Category

Job: 21020 Lakeland Commons-Ph2 Site Pkg
4836 Village Lot Cove

Date	Reference	Vendor	Amount	Quantity	Description	Acct. Entry
Undercutting Allowance						
21300 Undercutting Allowance						
Material						
7/19/22	I149915	Fullen Dock & Warehouse, Inc.	2,095.18			7/22 - 162
7/19/22	I0008903	North Memphis Logistics, LLC	694.20			7/22 - 162
	Total		2,789.38			
Other						
5/25/22	2407	Acuff & Associates, Inc.	19,970.00			5/22 - 241
6/28/22	2407	Acuff & Associates, Inc.	-19,970.00			6/22 - 299
6/28/22	2407	ACUFF ENTERPRISES, Inc.	19,970.00			6/22 - 299
6/30/22	Inv-LakelandCommons	ACUFF ENTERPRISES, Inc.	9,146.05			6/22 - 324
	Total		29,116.05			
Job Total			31,905.43			

For selected cost categories: 21300 - 21300

Job: 21020 Lakeland Commons-Ph2 Site Pkg
4836 Village Lot Cove

Date	Reference	Vendor	Amount	Quantity	Description	Acct. Entry
Flocking Allowance						
24000 Flocking Allowance						
Material						
6/30/22	6-003	B&C Construction Company, Inc.	1,600.00			7/22 - 93
9/30/22	B&C Construction Company		-1,600.00			9/22 - 276
	Total		0.00			
Other						
4/28/22	4-004	B&C Construction Company, Inc.	1,600.00			5/22 - 45
9/30/22	B&C Construction Company		1,600.00			9/22 - 276
1/12/23	1-001	B&C Construction Company, Inc.	3,200.00			1/23 - 105
2/9/23	2-001	B&C Construction Company, Inc.	1,600.00			2/23 - 185
2/21/23	2-002	B&C Construction Company, Inc.	1,600.00			2/23 - 284
3/31/23	3-001	B&C Construction Company, Inc.	1,600.00			4/23 - 73
4/7/23	4-001	B&C Construction Company, Inc.	1,600.00			4/23 - 194
5/31/23	5-002	B&C Construction Company, Inc.	3,200.00			6/23 - 266
6/20/23	6-003	B&C Construction Company, Inc.	1,600.00			6/23 - 342
	Total		17,600.00			
Job Total			17,600.00			

For selected cost categories: 24000 - 24000

7/25/23
5:48 PM

Montgomery Martin Contractors, LLC
Job Cost History
Detail by Cost Category

Job: 21020 Lakeland Commons-Ph2 Site Pkg
4835 Village Lot Cove

Date	Reference	Vendor	Amount	Quantity	Description	Acct. Entry
Sleeving Allowance						
28100 Sleeving Allowance						
Material						
10/28/22	4442-1061262	CED-Consolidated Electrical Distributors	1,392.34			11/22 - 42
11/18/22	NC9	Truist Bank	178.28		Mthly MC Statement	11/22 - 162
12/22/22	NC12	Truist Bank	284.38		Mthly MC Statement	12/22 - 181
	Total		1,855.00			
Job Total			1,855.00			

For selected cost categories: 28100 - 28100

Lakeland Commons Phase 2 - Sitework
Allowance Log
Updated: 07.25.23

Item #	Description	Amount	Adjustments	Date	Comments
1	**Testing Allowance**	$ 50,000			
1a	PSI Invoices dated 3/31/22		$ (330)	4.29.22	See Pay App #2
1b	PSI Invoices dated 4/30/22		$ (5,767)	6.30.22	See Pay App #3
1c	PSI Invoices dated 5/31/22		$ (5,190)	8.1.22	See Pay App #5
1d	PSI Invoices dated 6/30/22		$ (2,559)	8.1.22	See Pay App #5
1e	PSI Invoice dated 7/31/22		$ (2,524)	10.31.22	See Pay App #7
1f	PSI Invoice dated 9/30/22		$ (503)	10.31.22	See Pay App #7
1g	PSI Invoice dated 11/30/22		$ (2,645)	1.4.23	See Pay App #9
1h	PSI Invoices Dated 1/31 & 2/28		$ (7,546)	3.31.23	See Pay App #11
1i	PSI Invoices Dated 12/31/22		$ (1,969)	7.26.23	See Pay App #13
1T	**Amount Remaining - Testing**	$ 20,968			
2	Undercutting Allowance	$ 25,000			
2a	Acuff Invoice Dated 5/25		$ (19,990)	5.31.22	See Pay App #3
2b	Acuff Invoice Dated 6/22		$ (9,146)	6.30.22	See Pay App #4
2c	Vulcan Materials Invoices dated 7/19		$ (2,169)	8.1.22	See Pay App #5
2d					
2e					
2f					
2g					
2T	Amount Remaining - Undercutting	$ (6,305)			

3	Flocking Allowance	$ 36,304			
3a	B&C Invoice dated 4/28		$ (1,600)	5.31.22	See Pay App #3
3b	B&C Invoice dated 6/30		$ (1,600)	8.1.22	See Pay App #5
3c	B&C Invoice Dated 1/12		$ (3,200)	1.31.23	See Pay App #10
3d	B&C Invoice Dated 2/21/23		$ (1,600)	3.31.23	Se Pay App #11
3e	B&C Invoice dated 2/9/23		$ (1,600)	3.31.23	See pay app #11
3f	B&C Invoices dated 2/21 to 6/20		$ (8,000)	7.26.23	See Pay App #13
3g					
3T	Amount Remaining - Flocking	$ 18,704			
4	Sleeving Allowance	$ 15,000			
4a	Invoices to Home Depot & GED		$ (1,[illegible])	11.30.22	See Pay App #8
4b	Invoice to Home Depot		$ (284)	1.4.23	See Pay App #9
4c					
4T	Amount Remaining - Sleeving	$ 1[illegible],[illegible]45			
	TOTAL REMAINING ALLOWANCES	$ 45,911			

Renaissance Group
9700 Village Circle Ste 100
Lakeland, TN 38002 | 901-332-5533

Vince Smith
355 Tara Lane
Memphis, TN 38111

Invoice number 20056-004
Date 07/25/2023

Project 20056 LAKELAND COMMONS - PHASE 2

Note: The Shop Drawing review and Construction Administration process is beginning. The Construction time is 16-months and will be billed on a monthly basis.

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Schematic Design	96,432.75	100.00	96,432.75	96,432.75	0.00
Design Development	160,721.25	100.00	160,721.25	160,721.25	0.00
Construction Documents	257,154.00	100.00	257,154.00	257,154.00	0.00
Bidding or Negotiation	32,144.25	100.00	32,144.25	32,144.25	0.00
Construction Administration	96,432.75	6.25	0.00	6,027.04	6,027.04
Total	642,885.00	85.94	546,452.25	552,479.29	6,027.04

Invoice total 6,027.04

Approved by:

Barry M. Allmon
Project Architect

Thank You for Your Business! Terms are Net 30 for Payment.

Renaissance Group
9700 Village Circle Ste 100
Lakeland, TN 38002 | 901-332-5533

Vince Smith
355 Tara Lane
Memphis, TN 38111

Invoice number 20056-005
Date 08/22/2023

Project 20056 LAKELAND COMMONS - PHASE 2

Description		Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Schematic Design		96,432.75	100.00	96,432.75	96,432.75	0.00
Design Development		160,721.25	100.00	160,721.25	160,721.25	0.00
Construction Documents		257,154.00	100.00	257,154.00	257,154.00	0.00
Bidding or Negotiation		32,144.25	100.00	32,144.25	32,144.25	0.00
Construction Administration		96,432.75	12.50	6,027.04	12,054.08	6,027.04
	Total	642,885.00	86.87	552,479.29	558,506.33	6,027.04

Invoice total 6,027.04

Approved by:

Barry M. Allmon
Project Architect

Thank You for Your Business! Terms are Net 30 for Payment.

HUB

Hub International Mid-South

Phone: 901-312-5300
Fax: 901-853-9943

Invoice # 3339201	Page 1 of 1
ACCOUNT NUMBER	DATE
LAKETOW-06	09/20/2023
BALANCE DUE ON	AMOUNT DUE
09/20/2023	$2,295.00

David Andrews
Lakeland Commons Principal, LLC dba Lakeland Town Square
355 Tara Lane
Memphis, TN 38111

Pay My Bill Online

Visit our online portal to easily and securely pay your HUB invoice using your banking information (ACH)

www.hubinternational.com/paymybill

Bond (Renewable) PolicyNumber: GS54200053 Effective: 07/10/2021 to 07/10/2022

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
39426521	07/10/2021	09/20/2023	ENDT	Endorsement Premium	$6,914.00
39426521	07/10/2021	09/20/2023	APCR	Endorsement Premium	($4,619.00)
				Policy Invoice Balance:	**$2,295.00**
				Total Invoice Balance:	**$2,295.00**

ADDITIONAL PAYMENT OPTIONS

PAY BY CHECK

Please remit your payment to:
HUB International
1661 International Drive, Suite 300
PO Box 381708
Memphis, TN 38183-1708

***** PREMIUM FINANCING OPTIONS MAY BE AVAILABLE UPON REQUEST; PLEASE CONTACT YOUR HUB REPRESENTATIVE *****

***** PLEASE RETURN A COPY OF THIS INVOICE WITH YOUR CHECK, AND REFERENCE ON THE PAYMENT YOUR INVOICE # 3339201 *****

More detailed information about how Hub International is compensated can be found at hubinternational.com behind the "How We Get Paid" tab. SJOLLY

FirstBank
6815 Poplar Avenue, Suite 100
Memphis, TN 38138
(901) 437-7701

March 31, 2023

**********AUTO**ALL FOR AADC 380
3413 0.5070 AB 0.507 11 1 9
The Industrial Development Board of
10001 Highway 70
Lakeland TN 38002-8068

RECEIVED
APR 10 2023
BY:

NOTICE OF LOAN PAYMENT DUE

A payment of $ 172,969.08 will be due on your loan as specified below.
If you have already remitted your payment, please disregard this notice.

Account	1530086089
Due Date	4/17/23

Current Balance	9,750,000.00
Escrow Balance	0.00
Int paid this year	106,990.36

Principal	Interest	Charges	Total	
0.00	172,969.08	0.00	172,969.08	Current Due
0.00	0.00	0.00	0.00	Past Due
0.00	172,969.08	0.00	172,969.08	Total Due

Payment of the total due may be made at any FirstBank location or mailed to:
FirstBank
Loan Servicing Center
722 Columbia Ave
Franklin, TN 37064

If you have any questions about your loan or need additional information, please call us at your convenience.

Sincerely yours,
FirstBank
Mary McCarroll Newman
Sr Relationship Manager

The Industrial Development Board of
10001 Highway 70
Lakeland TN 38002-8068

Account Number: 1530086089

Due Date: 4/17/23

Total Amount Due: 172,969.08

FirstBank
Loan Servicing Center
PO Box 388
Lexington TN 38351

Principal: $

Interest: $

Amount Enclosed: $

FIRSTBKTNLN2200P

FirstBank
6815 Poplar Avenue, Suite 100
Memphis, TN 38138
(901) 437-7701

June 30, 2023

**********AUTO**ALL FOR AADC 380
3319 0.5070 AB 0.507 11 2 37
The Industrial Development Board of
P.O. Box 772808
Memphis TN 38177-2808

NOTICE OF LOAN PAYMENT DUE

A payment of $ 185,239.79 will be due on your loan as specified below.
If you have already remitted your payment, please disregard this notice.

Account	1530086089
Due Date	7/17/23

Current Balance	9,750,000.00
Escrow Balance	0.00
Int paid this year	279,959.44

Principal	Interest	Charges	Total	
0.00	185,239.79	0.00	185,239.79	Current Due
0.00	0.00	0.00	0.00	Past Due
0.00	185,239.79	0.00	185,239.79	Total Due

Payment of the total due may be made at any FirstBank location or mailed to:
FirstBank
Loan Servicing Center
722 Columbia Ave
Franklin, TN 37064

Your deposit account will be charged for this payment.
Please retain this statement for your records.

If you have any questions about your loan or need additional information, please call us at your convenience.

Sincerely yours,
FirstBank
Mary McCarroll Newman
Sr Relationship Manager

3870049130101010

The Industrial Development Board of
P.O. Box 772808
Memphis TN 38177-2808

Account Number: 1530086089
Due Date: 7/17/23
Total Amount Due: 185,239.79

FirstBank
Loan Servicing Center
PO Box 388
Lexington TN 38351

Principal: $
Interest: $
Amount Enclosed: $

FIRSTBKTNLN2200P

Rate Reset and Payment Notification
For Interest Rate Swap Transaction

PAYMENT AMOUNT

From: FirstBank

FirstBank

The Industrial Development Board of the City of Lakeland, Tennessee
10001 Highway 70
Lakeland, Tennessee 38002

TRADE DATE	EFFECTIVE DATE	MATURITY DATE
11/15/2022	11/17/2022	11/17/2034

REFERENCE #	INTERNAL REFERENCE #	ORIGINAL NOTIONAL
DPI424241		$8,000,000.00

LOAN #

The Industrial Development Board of the City of Lakeland, Tennessee

PAYS FIXED

START DATE	4/17/2023
END DATE	7/17/2023
DAYS	91
DAY COUNT	ACT/360
RATE	6.26000%
NOTIONAL	$8,000,000.00
AMOUNT	$126,591.11

RECEIVES USD-SOFR CME 1M

RESET DATE	6/15/2023
START DATE	4/17/2023
END DATE	7/17/2023
DAYS	91
DAY COUNT	ACT/360
RATE	5.01607%
SPREAD	2.50000%
ALL IN RATE	7.51607%
NOTIONAL	$8,000,000.00
AMOUNT	$151,991.63

PAYMENT DETAILS

Payments will be debited or credited from your predetermined deposit account.
For inquiries contact
Treasurer and Director of Capital Markets
Chris Goodson
cgoodson@firstbankonline.com
T:901-820-3416

PAYMENT DATE	7/17/2023
NET PAYMENT*	**($25,400.52)**

* If the net payment is positive, customer pays FirstBank and if it is negative, customer receives from FirstBank

Powered by
DerivativeEDGE

RE: EXTERNAL EMAIL Interest Rate Swap Payments - City of Lakeland IDB

Chris Goodson <cgoodson@firstbankonline.com>
Thu 4/20/2023 8:44 AM
To: Barton Thomas <bthomas@cityllc.com>
Cc: Mollie Newman <mnewman@firstbankonline.com>;Patricia Clark <pclark@cityllc.com>;Denise Young <dyoung@cityllc.com>;vince smith <kakivs@gmail.com>;Terry Polsgrove <tpolsgrove@cityllc.com>

Yessir will do – thank you!

Chris Goodson
FirstBank
Treasurer and Director of Capital Markets
211 Commerce Street
Nashville, TN 37201
Office: 901-820-3416
Cell: 478-718-5994
Email: cgoodson@firstbankonline.com

From: Barton Thomas <bthomas@cityllc.com>
Sent: Thursday, April 20, 2023 8:38 AM
To: Chris Goodson <cgoodson@firstbankonline.com>
Cc: Mollie Newman <mnewman@firstbankonline.com>; Patricia Clark <pclark@cityllc.com>; Denise Young <dyoung@cityllc.com>; vince smith <kakivs@gmail.com>; Terry Polsgrove <tpolsgrove@cityllc.com>
Subject: RE: Interest Rate Swap Payments - City of Lakeland IDB

CAUTION - EXTERNAL EMAIL

Chris,

Thank you for the good news here. No worries on the delay from January. Please deposit these funds into our Interest Reserve Money Market Account at First Bank where the loan payments have been drafted. I believe the account is Lakeland Commons, LLC Lakeland Town Center Tax Increment Revenue Interest Reserve.

Please make sure Patricia gets this statement quarterly as well.

Thank you,
Bart

Bart Thomas
Member & General Manager
City Construction & Development, LLC
6225 Greenlee, Suite 102
Arlington, TN 38002
901.229.2543

From: Chris Goodson <cgoodson@firstbankonline.com>
Sent: Thursday, April 20, 2023 8:21 AM
To: Barton Thomas <bthomas@cityllc.com>

Cc: Mollie Newman <mnewman@firstbankonline.com>
Subject: EXTERNAL EMAIL Interest Rate Swap Payments - City of Lakeland IDB

Bart good morning, I hope all is well. We were reviewing our trades and it looks like (for some reason unknown to me) we had our first swap payment for the City of Lakeland set up for payment on July 17th, no clue how that happened given that you pay quarterly, but I have reprimanded my analyst. We will have it paid quarterly going forward, with next payment due July 17th as normal. The good news is that we own you some cash on your swap – attached are two invoices for the January 17th and April 17th payments, see below for amounts payable to you:

Swap payment 1/17/2023: FirstBank pays $4,581.64
Swap payment 4/17/2023: FirstBank pays $16,723.40

We will get these deposited into your account – is there a specific operating account you have that you want them dropped into? We just need the name of it (assuming it's a FirstBank account). I apologize about any inconvenience this may have caused.
Best regards,

Chris Goodson
FirstBank
reasurer and Director of Capital Markets
211 Commerce Street
Nashville, TN 37201
Office: 901-820-3416
Cell: 478-718-5994
Email: cgoodson@firstbankonline.com

(

Bill Information

Payment Due Date:	10/17/2023
Bill Due Date:	10/17/2023
Billed Date:	09/29/2023

Description	Remaining	Billed
Principal	$0.00	$0.00
Interest	$194,056.01	$194,056.01
Escrow	$0.00	$0.00
Late charge	$0.00	$0.00
Other Charges	$0.00	$0.00
Total	$194,056.01	$194,056.01

Rate Reset and Payment Notification
For Interest Rate Swap Transaction

PAYMENT AMOUNT

From: FirstBank

FirstBank

The Industrial Development Board of the City of Lakeland, Tennessee

10001 Highway 70
Lakeland, Tennessee 38002

TRADE DATE	EFFECTIVE DATE	MATURITY DATE
11/15/2022	11/17/2022	11/17/2034
REFERENCE #	**INTERNAL REFERENCE #**	**ORIGINAL NOTIONAL**
DPI424241		$8,000,000.00
LOAN #		

The Industrial Development Board of the City of Lakeland, Tennessee

PAYS FIXED

START DATE	7/17/2023
END DATE	10/17/2023
DAYS	92
DAY COUNT	ACT/360
RATE	6.26000%
NOTIONAL	$8,000,000.00
AMOUNT	$127,982.22

RECEIVES USD-SOFR CME 1M

RESET DATE	9/14/2023
START DATE	7/17/2023
END DATE	10/17/2023
DAYS	92
DAY COUNT	ACT/360
RATE	5.28820%
SPREAD	2.50000%
ALL IN RATE	7.78820%
NOTIONAL	$8,000,000.00
AMOUNT	$159,225.44

PAYMENT DETAILS

Payments will be debited or credited from your predetermined deposit account.
For inquiries contact
Treasurer and Director of Capital Markets
Chris Goodson
cgoodson@firstbankonline.com
T:901-820-3416

PAYMENT DATE	10/17/2023
NET PAYMENT*	($31,243.22)

* If the net payment is positive, customer pays FirstBank and if it is negative, customer receives from FirstBank

POWERED BY DerivativeEDGE

A2H
ENGINEERS · ARCHITECTS · PLANNERS

Accounting Department
3009 Davies Plantation Road
Lakeland, TN 38002-8215
P. 901.372.0404 ext.2004

City of Lakeland, TN
10001 Highway 70
Lakeland, TN 38002
Emily Harrell

Invoice number 60132
Date 02/28/2023

Project 19289 City of Lakeland - Lakeland, TN - CE&I for 40-acre Planned Mixed-Use TIF

For services performed through invoice date

City of Lakeland
CE&I for 40-acre Planned Mixed-Use TIF
Lakeland, TN

Project Management And Construction Inspection Services

Hourly Professional Fees

	Units	Rate	Billed Amount
Engineer II			
Bob Watson	1.50	145.00	217.50
Construction Administrator III			
Bob Bird	2.00	120.00	240.00
Project Management And Construction Inspection Services subtotal			457.50

Invoice total **457.50**

LEM

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
60132	02/28/2023	457.50	457.50				
	Total	457.50	457.50	0.00	0.00	0.00	0.00

January 3, 2024

Mr. Al Bright
Bass, Berry & Sims PLC
100 Peabody Place, Suite 1300
Memphis, TN 38103

RE: **Lakeland Commons TIF Phase II Payment Draw No. 21 Approval Request**

A2H # 19289

Dear Mr. Bright,

We have reviewed the application for Phase II Payment Draw No.21 dated December 18, 2023, for the Lakeland Commons Project. It includes Application for Payment #11 (AIA Document G702-1992 dated 4/6/2023) from Montgomery Martin Contractors, LLC, in the amount of $10,208.70, Application for Payment #12 (AIA Document G702-1992 dated 5/4/2023) from Montgomery Martin Contractors, LLC, in the amount of $128,732.60, and Application for Payment #13 (AIA Document G702-1992 dated 7/26/2023) from Montgomery Martin Contractors, LLC, in the amount of $9,799.00. The other expenses associated with the draw request all appear to comply with eligibility requirements for the TIF, and supporting documentation has been included in the request.

The entirety of this draw's project costs is to be paid out of the Borrower's Equity, so none will be paid out of the Construction Loan.

If there are any questions, please let me know.

Sincerely,

Robert C. Watson, P.E.
Construction Administration – Manager
A2H, Inc.
901-487-5502
bobw@a2h.com

CONSTRUCTION OBSERVATION REPORT

PROJECT

Name:	Lakeland Commons Phase II
A2H #:	19289
Client:	City of Lakeland.

DETAILS

Date:	10/11/2023
Location:	Lakeland, TN
Weather:	Sunny, 68°
Arrival Time:	9:30 am
Departure Time:	10:00 am

PRESENT AT SITE

Contractor:	☒
Architect:	☐
Owner:	☐
Testing Lab:	☐
Soils Inspector:	☐
Engineer:	☐
Construction Observer:	☒
Other (**Dirt Contractor** *):*	☐

SITE VISIT CONDUCTED BY

Name	*Title*	*Company*
Bob Bird	Construction Coordinator	A2H

ALSO PRESENT DURING PART OF THE SITE VISIT

Name	*Title*	*Company*

The purpose of the visit was to observe the progress of construction.

THE FOLLOWING ITEMS WERE OBSERVED

1. Installation of underground storm and sewer lines and manholes is complete.
2. The detention pond is clear and at a low level.
3. Temporary drain inlet protection is well maintained along the roadways.
4. Temporary inlet protection on the site needs maintenance in several locations.
5. Post Indicator Valves have been installed at the buildings at the west side of the site.
6. Curb and gutter installation is working from north to south.
7. Base course of asphalt has been placed at the north end roadways and parking areas.

THE INSTALLATION APPEARED TO BE IN CONFORMANCE WITH THE CONSTRUCTION DRAWINGS, WITH THE EXCEPTION OF THE FOLLOWING

No exceptions.

ADDITIONAL COMMENTS

None

Copies to: **Michael Walker – City of Lakeland**
Al Bright – Bass, Berry & Sims, PLC
Bob Watson – A2H, Inc.
File

Sincerely,

A2H, Inc.

Bob Bird

Bob Bird
Construction Observer

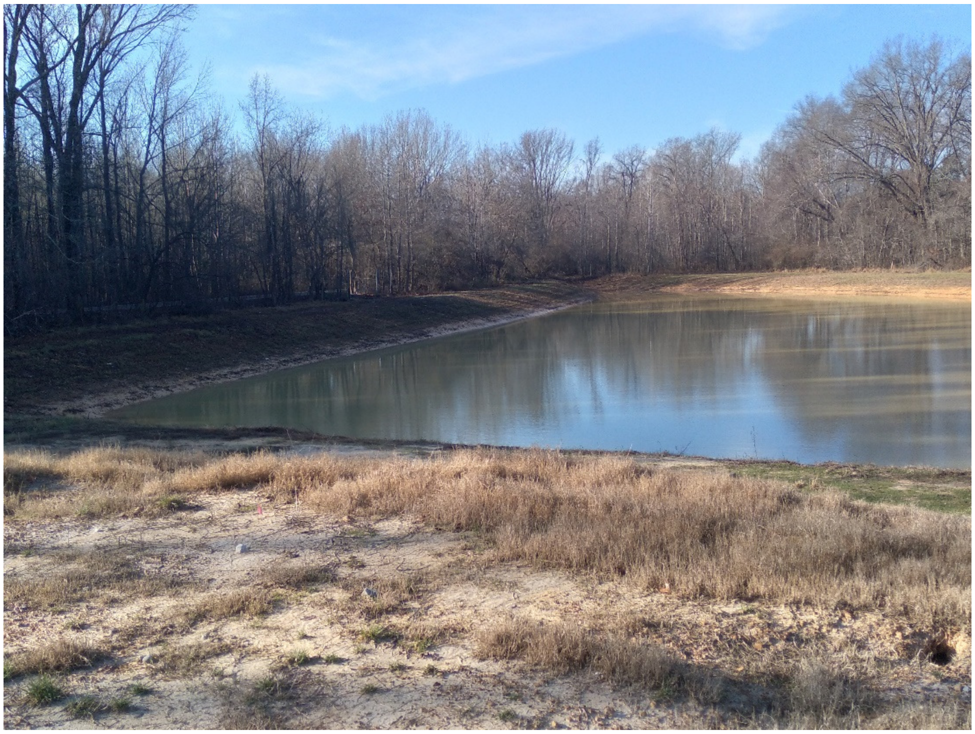

Photo #1:
Detention Pond looking west. Clear water and low level

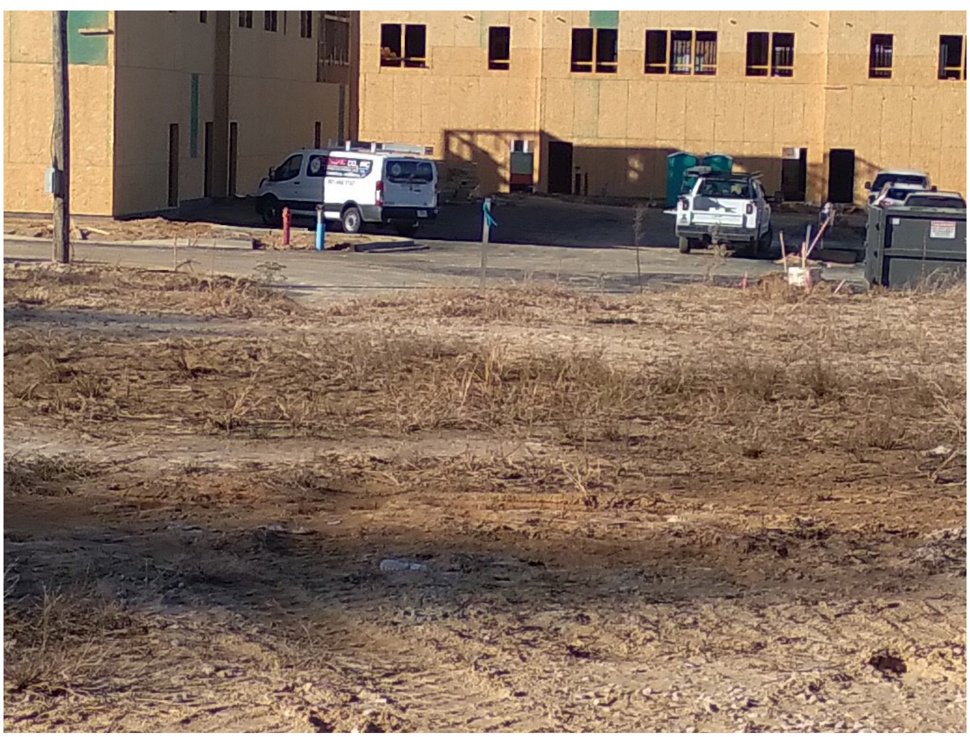

Photo #2:
Post Indicator valve installed at west side of site.

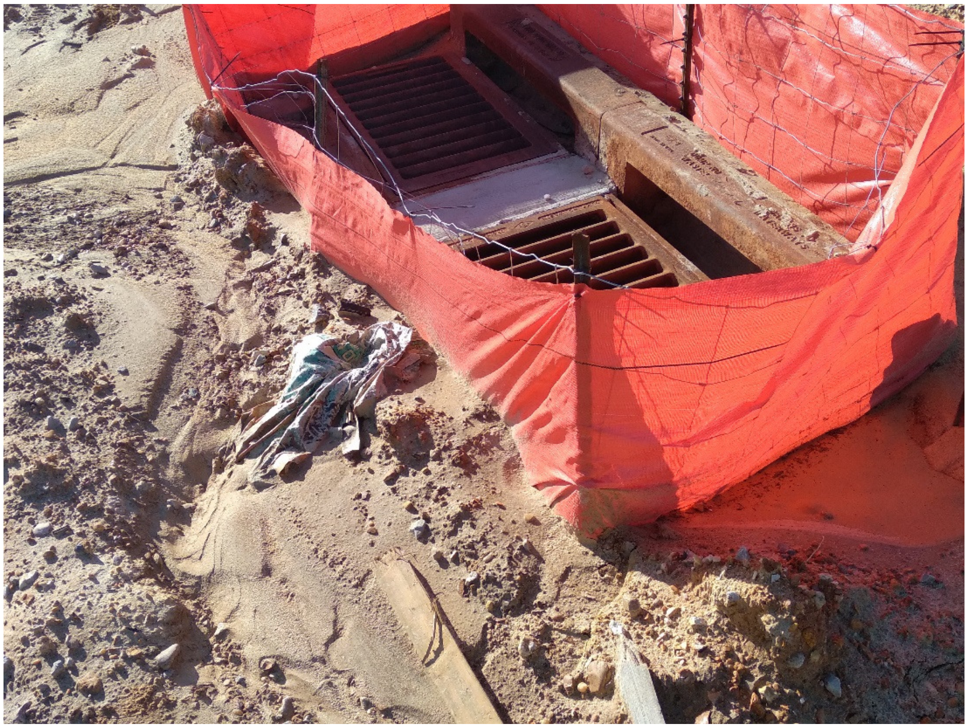

Photo #3:
Temporary silt fence around permanent curb inlet needs to be maintained.

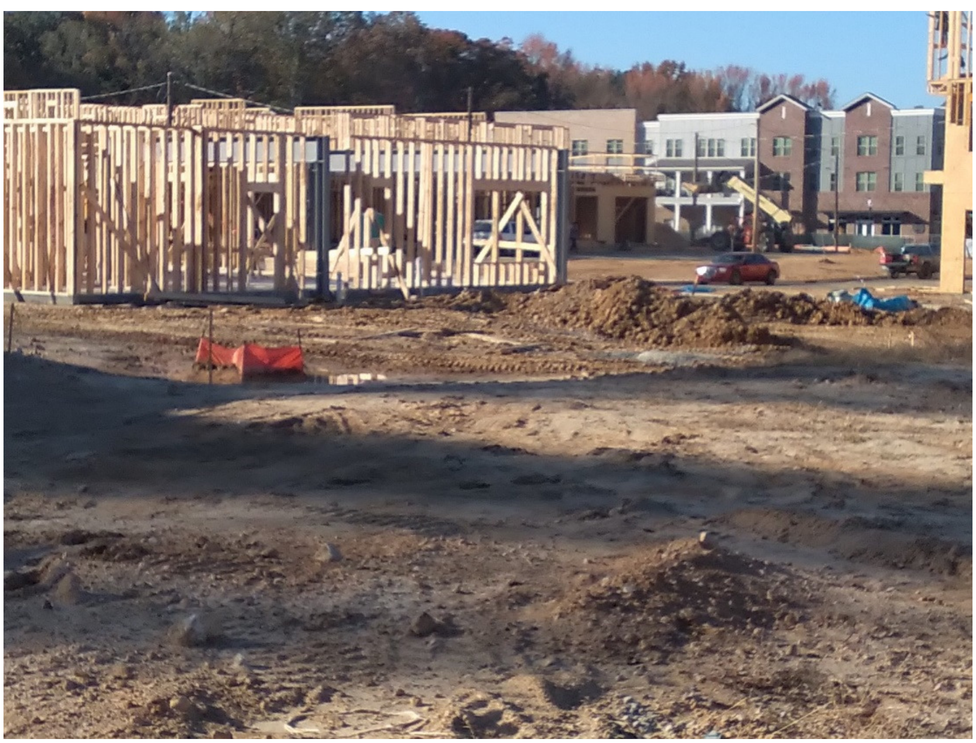

Photo #4
South end of site needs temporary inlet maintenance.

Site

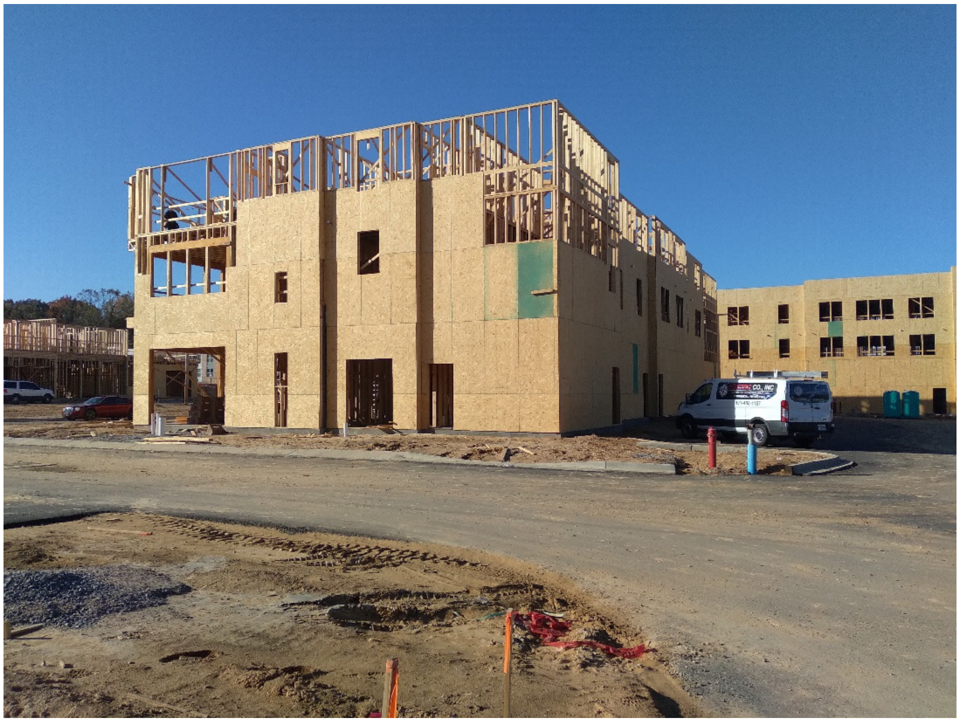

Photo #5:
Asphalt base course has been installed at the north end of the site

Photo #6:
General site looking west.

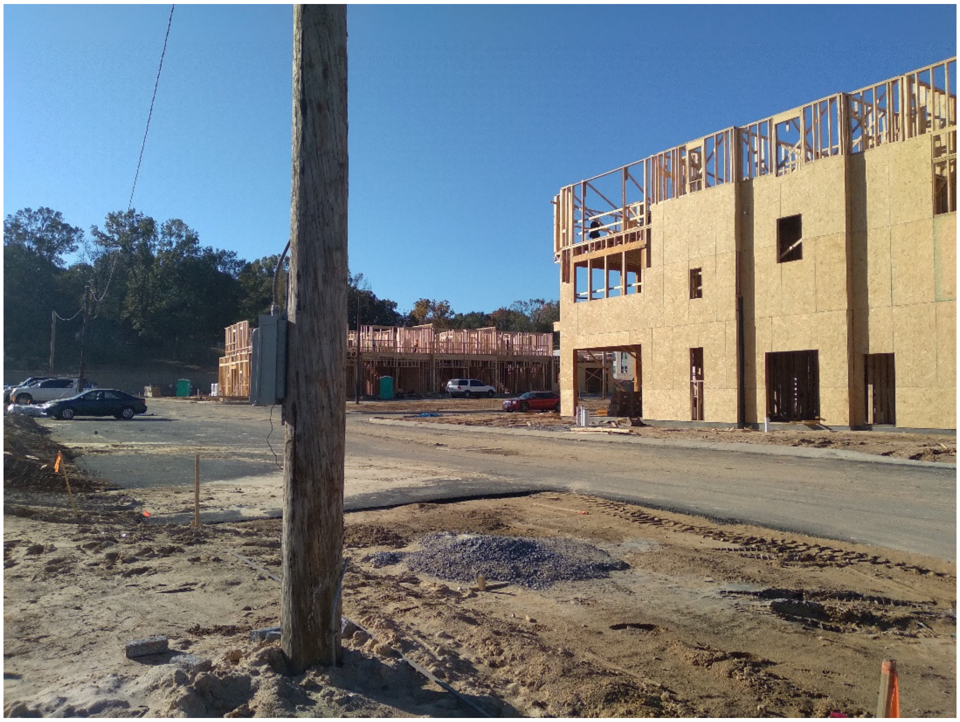

Photo #7:
General site looking south.

END OF REPORT