RECEIVED
Nov 17 2025
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Mikell R. Scarborough, Master-In-Equity

Appellate Case No. 2024-000788
Case No.: 2019-CP-10-01108

Balfour Beatty Construction, LLC, Appellant,

v.

Library Associates, LLC; and Metropolitan Life Insurance Company, a New York Corporation, Defendants,

And

Library Associates, LLC, Third-Party Plaintiff,

v.

Lithko Contracting, LLC, Guy M. Beaty, Inc., Bernard MMC, LLC, Gulf Stream Construction Company, Inc., Precision Walls, Inc., Palmetto Automatic Sprinkler Company, Inc., Cook & Boardman, LLC, Strong Tower Construction, LLC d/b/a Koch Corporation, Watson Electrical Construction Co., LLC, Trimark Foodcraft, LLC, Pleasant Places, Inc., David Allen Company, Inc., Premier Exteriors, LLC, Warco Construction, Inc., Old North State Masonry, LLC, Tom Rochester & Associates d/b/a Southeastern Architectural Systems, Forton Company, LLC, Low Country Case & Millwork, Inc., Quantum Coatings, LLC, Balfour Beatty Construction Group, Inc., Third-Party Defendants.

Of which Library Associates, LLC is the Respondent.

RECORD ON APPEAL - VOLUME 41 OF 51

James Lynn Werner (S.C. Bar No. 6029)
Katon E. Dawson, Jr. (S.C. Bar No. 101167)
1221 Main Street, Suite 1100
Columbia, SC 29201
(803) 255-8000
jimwerner@parkerpoe.com
katondawson@parkerpoe.com

Thomas C. Hildebrand, Jr. (S.C. Bar No. 2501)
Robert C. Byrd (S.C. Bar No. 1069)
850 Morrison Drive, Suite 400
Charleston, SC 29403
(843) 727- 2650
tomhildebrand@parkerpoe.com
bobbybyrd@parkerpoe.com

Attorneys for Appellant Balfour Beatty Construction, LLC

Walter H. Bundy, Jr., Esquire
M. Brent McDonald, Esquire
Bundy McDonald, LLC
1516 Old Trolley Rd 2nd Floor
Summerville, SC 29485-8209
walter@bundymcdonald.com
brent@bundymcdonald.com

and

John P. Linton, Sr.
Mary Kathleen Linton
Duffy & Young, LLC
96 Broad Street
Charleston, SC 29401
jlinton@duffyandyoung.com
mlinton@duffyandyoung.com

Attorneys for Library Associates, LLC

INDEX

Page(s)

Section 1 - Orders

Volume - 1

Order Granting Balfour Beatty Construction, LLC's Motion to Amend Complaint, filed October 2, 2019.....R-001

Order to Consolidate C.A. No. 2019-CP-10-2868 and Refer to Charleston County Master-In-Equity, filed November 18, 2019.....R-003

Order to Consolidate C.A. No. 2019-CP-10-2275 and Refer to the Charleston County Master-In Equity, filed November 18, 2019.....R-003

Form 4 Order Granting Library Associates, LLC's Motion for an Affirmative Junction, filed March 17, 2020.....R-007

Order Granting Library Associates, LLC's Motion to Enforce the Court Order, filed June 17, 2020.....R-010

Order Granting Strong Tower Construction, LLC d/b/a Koch Corporation's Motion for Partial Summary Judgment, filed September 9, 2021.....R-017

Order Granting Third-Party Defendant Warco Construction, Inc.'s Motion for Partial Summary Judgment, filed September 13, 2021.....R-033

Order Granting Watson Electrical Construction Co., LLC's Motion for Partial Summary Judgment, filed September 13, 2021.....R-043

Order Regarding Multiple Motions, filed October 26, 2021.....R-053

Consent Order of Dismissal of all Claims by and between Library Associates, LLC and Low Country Case & Millwork, Inc., filed December 20, 2021.....R-056

Consent Order of Dismissal With Prejudice as to all Claims between Library Associates, LLC and Warco Construction, Inc., filed December 20, 2021.....R-059

Order of Dismissal as to Claims between Balfour Beatty Construction, LLC and Gulf Stream Construction Company, Inc., filed December 20, 2021.....R-063

Consent Order of Dismissal With Prejudice as to Claims between Library Associates, LLC and Bernhard MCC, LLC, filed December 20, 2021.....R-067

Order of Dismissal With Prejudice as to Claims between Pleasant Place, Inc. and Library Associates, LLC, filed December 20, 2021.....R-071

Order of Dismissal as to Claims between Library Associates, LLC and David Allen Company, Inc., filed December 20, 2021 ..... R-075

Order Dismissing Certain Claims of Premier Exteriors, LLC Against Balfour Beatty Construction, LLC and "Interested Party" Defendants Pursuant to SCRCP 41(a)(2), filed December 20, 2021 ..... R-079

Form 4 Order Judgment Entered in Favor of Premier Exteriors, LLC Against Balfour Beatty Construction, LLC, filed December 22, 2021 ..... R-083

Order Granting Premier Exteriors, LLC's Motion for Summary Judgment Against Balfour Beatty Construction, LLC, filed December 22, 2021 ..... R-086

Form 4 Order Amends the Form 4 Filed on December 22, 2021 to Address the Error that the Case is not Ended, filed December 29, 2021 ..... R-099

Order of Dismissal as to Third Party Defendant Lithko Contracting, LLC's Claims Against Library Associates, LLC, filed April 4, 2022 ..... R-102

Oder of Dismissal as to Third Party Defendant Old North State Masonry, LLC's Claims Against Library Associates, LLC, filed April 4, 2022 ..... R-105

Order regarding Rule to Show Cause, filed November 28, 2022 ..... R-108

Form 4 Order Judgment in Favor of Library Associates, LLC Against Balfour Beatty Construction, LLC, filed October 6, 2023 ..... R-111

Trial Order, filed October 6, 2023 ..... R-114

Form 4 Order Granting Summary Judgment to Low Country Case & Millwork, Inc., filed April 4, 2024 ..... R-161

Form 4 Order Granting Summary Judgment to Premier Exteriors, LLC, filed April 4, 2024 ..... R-166

Form 4 Order Granting Summary Judgment to Strong Tower Construction, LLC, filed April 4, 2024 ..... R-171

Form 4 Order Denies Library Associates, LLC's Motion to Alter or Amend and Make Additional Findings, filed April 4, 2024 ..... R-176

Order Denying Balfour Beatty Construction, LLC's Motion for Reconsideration of Order Granting Summary Judgment to Premier Exteriors, LLC and Certifying Judgment as Final Pursuant to Rule 54(b), S.C.R.C.P., filed April 4, 2024 ..... R-179

Order Denying Balfour Beatty Construction, LLC's Motion to Reconsider Grant of Summary Judgment in Favor of Strong Tower Construction, LLC and Order Granting Strong Tower's Motion to Certify Judgment as Final, filed April 4, 2024 ..... R-182

Order Denying Motion to Reconsider Grant of Summary Judgment in Favor of Low Country Case & Millwork, Inc. and Certification of Judgment as Final, filed April 4, 2024 ..... R-185

Form 4 Order Judgment in Favor of Library Associates, LLC Against Balfour Beatty Construction, LLC for Attorneys' Fees and Costs, filed April 12, 2024 ..... R-188

Order Awarding Attorneys' Fees and Costs, filed April 12, 2024 ..... R-194

Order Awarding Punitive Damages, filed April 12, 2024 ..... R-200

Order Denying Balfour Beatty Construction, LLC's Motion for Reconsideration of Watson Electrical Construction, LLC's Summary Judgment, filed April 12, 2024 ..... R-212

Order Granting Motion for Reconsideration by Lithko Contracting, LLC, filed April 12, 2024 ..... R-215

Order Granting Watson Electrical Construction, LLC's Motion for Reconsideration, filed April 12, 2024 ..... R-220

Order Amending Post Judgment Interest Amount, filed April 26, 2024 ..... R-223

Order on Old North State Masonry, LLC's Motion for Reconsideration, filed April 26, 2024 ..... R-225

Order on Multiple Motions, filed April 29, 2024 ..... R-228

Order Granting and Denying in Part Balfour Beatty Construction, LLC's Motion to Alter or Amend the Order Awarding Punitive Damages and Election of Remedy, filed April 29, 2024 ..... R-231

Form 4 Judgment Order in Favor of Library Associates, LLC Against Balfour Beatty Construction, LLC, filed May 6, 2024 ..... R-234

Form 4 Order Denying Balfour Beatty Construction, LLC's Motions to Alter or Amend, filed May 15, 2024 ..... R-240

Order Granting Motion for Stay of Execution Pending Appeal and Establishing Amount of Bond, filed September 9, 2025 ..... R-243

Section 2 - Pleadings

Summons and Complaint, C.A. No. 2019-CP-10-01108, filed March 5, 2019 ..... R-247

Library Associates, LLC's Answer to Plaintiff's Complaint and Counterclaims, filed May 3, 2019 ..... R-274

Amended Answer and Counterclaims of Library Associates, LLC and Third-Party Complaint, filed May 15, 2019 ..... R-287

Amended Summons and Complaint, C.A. No. 2019-CP-10-01108, filed October 3, 2019 ..... R-455

Answer and Counterclaims of Library Associates, LLC to Amended Complaint of Balfour Beatty Construction, LLC and Third-Party Complaint, filed October 17, 2019 ..... R-474

Volume - 2

Answer and Counterclaims of Library Associates, LLC to Amended Complaint of Balfour Beatty Construction, LLC and Third-Party Complaint, filed October 17, 2019, cont'd. R-501

Second Amended Summons and Complaint, C.A. No. 2019-CP-10-01108, filed October 12, 2020 ..... R-509

Answer and Counterclaims of Library Associates, LLC to the Second Amended Complaint of Balfour Beatty Construction, LLC and Third-Party Complaint, filed October 20, 2020 ..... R-537

Section 3 - Transcripts

Transcript of December 8, 2022 Hearing on Rule to Show Cause regarding Trial Transcript R-614

Transcript of March 13, 2024 Hearing on Balfour Beatty Construction, LLC's Motion to Alter/Amend Order Granting Judgment to Library Associates, LLC and Library Associates, LLC's Petition for Attorneys' Fees and Costs R-638

Transcript of April 2, 2024 Hearing on Balfour Beatty Construction, LLC's Motion to Require Library Associates, LLC to Elect a Remedy and Library Associates, LLC's Petition for Attorneys' Fees and Costs R-881

Volume - 3

Transcript of April 2, 2024 Hearing on Balfour Beatty Construction, LLC's Motion to Require Library Associates, LLC to Elect a Remedy and Library Associates, LLC's Petition for Attorneys' Fees and Costs, cont'd. R-1001

September 13, 2021 (Day 1 of Trial)
- Start of Trial R-1035
- Tim Spano
  - Direct, Trial Transcript, Page 91 ..... R-1125

September 14, 2021 (Day 2)
- Alec Dooley R-1320
  - Direct by Hildebrand, Page 303 ..... R-1337
  - Cross by McDonald, Page 356 ..... R-1390
  - Cross by Kelly, Page 443 ..... R-1477

September 15, 2021 (Day 3) R-1498

Volume - 4

September 15, 2021 (Day 3)

Tim Spano
Direct by Hildebrand, Page 468 ..... R-1502
Cross by Bundy, Page 600 ..... R-1634
Cross by Kelly, Page 603 ..... R-1637

Mark Doran
Direct by Hildebrand, Page 675 ..... R-1709
Direct by Hildebrand, Page 690 ..... R-1724
Direct by Hildebrand, Page 715 ..... R-1749

September 16, 2021 (Day 4)

James McAuliffe
Direct by Hildebrand, Page 835 ..... R-1869
Direct by Hildebrand, Page 855 ..... R-1889

Steven Huyghe
Direct by Hildebrand, Page 960 ..... R-1994

Volume - 5

Direct by Hildebrand, Page 960, Cont'd. R-2001
Direct by Hildebrand, Page 994 ..... R-2028

September 17, 2021 (Day 5)

Nick Starcevic
Direct by Hildebrand, Page 1094 ..... R-2128
Cross by Bundy, Page 1268 ..... R-2302

September 20, 2021 (Day 6)

Nick Starcevic
Cross by Bundy, Page 1288 ..... R-2322

Volume - 6

September 21, 2021 (Day 7)

Nick Starcevic
Cross by Bundy, Page 1619 ..... R-2653

David Simonton
Direct by Hildebrand, Page 1786 ..... R-2820

September 22, 2021 (Day 8)

David Simonton
Direct by Hildebrand, Page 1899 ..... R-2933

Volume - 7

Direct by Hildebrand, Page 1899, Cont'd. R-3001
Cross by Bundy, Page 2047 ..... R-3081

September 23, 2021 (Day 9)

David Simonton
Cross by Bundy, Page 2167 ..... R-3201
Redirect by Hildebrand, Page 2278 ..... R-3312
Recross by Bundy, Page 2331 ..... R-3365

Casey Thompson
Direct by Hildebrand, Page 2364 ..... R-3398
Cross by Bundy, Page 2439 ..... R-3473

Volume - 8

Cross by Bundy, Page 2439, Cont'd. R-3501
Redirect by Hildebrand, Page 2473 ..... R-3507
Recross by Bundy, Page 2476 ..... R-3510

September 24, 2021 (Day 10) R-3514

October 25, 2021 (Day 11)

Mark Boe
Direct by Bundy, Page 2599 ..... R-3633

October 26, 2021 (Day 12)

Mark Boe
Direct by Bundy, Page 2793 ..... R-3827
Cross by Hildebrand, Page 2872 ..... R-3906
Cross by Hildebrand, Page 2907 ..... R-3941
Cross by Terry, Page 2924 ..... R-3958
Cross by Windle, Page 2927 ..... R-3961
Redirect by Bundy, Page 2931 ..... R-3965

Grady Query
Direct by Bundy, Page 2939 ..... R-3973

Volume - 9

Direct by Bundy, Page 2939, Cont'd. R-4001

October 27, 2021 (Day 13)

Grady Query
Cross by Hildebrand, Page 3040.....R-4077
Cross by Terry, Page 3081.....R-4118
Redirect by Bundy, Page 3092.....R-4129
Recross by Terry, Page 3100.....R-4137

Jim Clements
Direct by Bundy, Page 3116.....R-4153

October 28, 2021 (Day 14)

Jim Clements
Cross by Hildebrand, Page 3305.....R-4342
Cross by Terry, Page 3425.....R-4462
Redirect by Bundy, Page 3439.....R-4476

Volume - 10

Redirect by Bundy, Page 3439, Cont'd. R-4501
Recross by Hildebrand, Page 3480.....R-4517
Redirect by Bundy, Page 3493.....R-4530
Recross by Hildebrand, Page 3493.....R-4530

Kim Bennett Brown
Direct by McDonald, Page 3531.....R-4568

October 29, 2021 (Day 15)

Kim Bennett Brown
Direct by Mcdonald, Page 3587.....R-4624

November 1, 2021 (Day 16)

Kim Bennett Brown
Direct by McDonald, Page 3693.....R-4730
Cross by Hildebrand, Page 3835.....R-4872
Cross by Windle, Page 3861.....R-4898
Cross by Terry, Page 3868.....R-4905
Cross by O'Kelley, Page 3870.....R-4907
Redirect by McDonald, Page 3875.....R-4912
Recross by Hildebrand, Page 3880.....R-4917

November 2, 2021 (Day 17)

Sam Hadley
Direct by McDonald, Page 3887.....R-4924

Volume - 11

Direct by McDonald, Page 3887, Cont'd.....R-5001

November 2, 2021 (Day 18)

Sam Hadley
Direct by McDonald, Page 4044.....R-5081
Cross by Hildebrand, Page 4138.....R-5175
Cross by Windle, Page 4181.....R-5218
Cross by Terry, Page 4189.....R-5226

Tim Spano
Redirect by Hildebrand, Page 4237.....R-5274
Recross by Bundy, Page 4246.....R-5283

November 4, 2021 (Day 19)

David Simonton
Redirect by Hildebrand, Page 4276.....R-5313
Recross by Bundy, Page 4296.....R-5333

Casey Thompson
Redirect by Hildebrand, Page 4326.....R-5363
Recross by Bundy, Page 4380.....R-5417

November 29, 2021 (Day 20)

Mark Doran
Redirect by Hildebrand, Page 4413.....R-5450
Recross by Bundy, Page 4433.....R-5470

Volume - 12

November 30, 2021 (Day 21).....R-5558

December 2, 2021 (Day 22)

Jim Clements
Direct by Terry, Page 4574.....R-5611
Cross by Bundy, Page 4599.....R-5636
Redirect by Terry, Page 4610.....R-5647
Cross by Windle, Page 4614.....R-5651
Cross by Hildebrand, Page 4616.....R-5653
Recross by Bundy, Page 4618.....R-5655
Recross by Hildebrand, Page 4621.....R-5658

William Brittelli
Direct by Terry, Page 4630.....R-5667
Cross by Bundy, Page 4684.....R-5721

Redirect by Terry, Page 4754 .....R-5791

Joe Anastasi
Direct by Terry, Page 4768 .....R-5805

December 3, 2021 (Day 23)

Joe Anastasi
Direct by Windle, Page 4826 .....R-5863
Cross by Bundy, Page 4866 .....R-5903
Redirect by Windle, Page 4957 .....R-5994

Mike Rohrer
Direct by Windle, Page 4959 .....R-5996

Volume - 13

Direct by Windle, Page 4959, Cont'd. R-5996
Cross by Bundy, Page 5007 .....R-6044

Section 4 - Exhibits

Balfour Beatty Construction, LLC's Exhibit 3 .....R-6092
Balfour Beatty Construction, LLC's Exhibit 11 .....R-6105
Balfour Beatty Construction, LLC's Exhibit 12 .....R-6113

Volume - 14

Balfour Beatty Construction, LLC's Exhibit 12, Cont'd. R-6501

Volume - 15

Balfour Beatty Construction, LLC's Exhibit 12, Cont'd. R-7001
Balfour Beatty Construction, LLC's Exhibit 26 .....R-7089
Balfour Beatty Construction, LLC's Exhibit 27 .....R-7091
Balfour Beatty Construction, LLC's Exhibit 42 .....R-7162
Balfour Beatty Construction, LLC's Exhibit 46 .....R-7170
Balfour Beatty Construction, LLC's Exhibit 56 .....R-7191
Balfour Beatty Construction, LLC's Exhibit 72 .....R-7336
Balfour Beatty Construction, LLC's Exhibit 81 .....R-7338
Balfour Beatty Construction, LLC's Exhibit 83 .....R-7340
Balfour Beatty Construction, LLC's Exhibit 85 .....R-7342
Balfour Beatty Construction, LLC's Exhibit 111 .....R-7346
Balfour Beatty Construction, LLC's Exhibit 138 .....R-7349
Balfour Beatty Construction, LLC's Exhibit 141 .....R-7352
Balfour Beatty Construction, LLC's Exhibit 143 .....R-7354
Balfour Beatty Construction, LLC's Exhibit 150 .....R-7357
Balfour Beatty Construction, LLC's Exhibit 151 .....R-7363
Balfour Beatty Construction, LLC's Exhibit 154 .....R-7372

Balfour Beatty Construction, LLC's Exhibit 201 .....R-7383
Balfour Beatty Construction, LLC's Exhibit 202 .....R-7390
Balfour Beatty Construction, LLC's Exhibit 215 .....R-7393
Balfour Beatty Construction, LLC's Exhibit 226 .....R-7422

Volume - 16

Balfour Beatty Construction, LLC's Exhibit 226, Cont'd. R-7501

Volume - 17

Balfour Beatty Construction, LLC's Exhibit 226, Cont'd. R-8001

Volume - 18

Balfour Beatty Construction, LLC's Exhibit 226, Cont'd. R-8501
Balfour Beatty Construction, LLC's Exhibit 231 .....R-9000

Volume - 19

Balfour Beatty Construction, LLC's Exhibit 231, Cont'd. R-9001
Balfour Beatty Construction, LLC's Exhibit 255 .....R-9031
Balfour Beatty Construction, LLC's Exhibit 257 .....R-9033
Balfour Beatty Construction, LLC's Exhibit 258 .....R-9037
Balfour Beatty Construction, LLC's Exhibit 261 .....R-9039
Balfour Beatty Construction, LLC's Exhibit 263 .....R-9044
Balfour Beatty Construction, LLC's Exhibit 292 .....R-9048
Balfour Beatty Construction, LLC's Exhibit 300 .....R-9085
Balfour Beatty Construction, LLC's Exhibit 301 .....R-9148
Balfour Beatty Construction, LLC's Exhibit 303 .....R-9197
Balfour Beatty Construction, LLC's Exhibit 304 .....R-9217
Balfour Beatty Construction, LLC's Exhibit 305 .....R-9227
Balfour Beatty Construction, LLC's Exhibit 312 .....R-9350

Volume - 20

Balfour Beatty Construction, LLC's Exhibit 312, Cont'd. R-9501
Balfour Beatty Construction, LLC's Exhibit 350 .....R-9554
Library Associates, LLC's Exhibits 1 - 4 .....R-9586

Volume - 21

Library Associates, LLC's Exhibits 4, Cont'd. - 7 .....R-10001

Volume - 22

Library Associates, LLC's Exhibit 7, Cont'd. R-10501

Volume - 23

Library Associates, LLC's Exhibits 7, Cont'd. - 8 .....R-11001

Volume - 24

Library Associates, LLC's Exhibits 8, Cont'd. - 9 .....R-11501

Volume - 25

Library Associates, LLC's Exhibits 9, Cont'd. - 10 .....R-12001

Volume - 26

Library Associates, LLC's Exhibit 10, Cont'd. R-12501

Volume - 27

Library Associates, LLC's Exhibits 10, Cont'd. - 11 .....R-13001

Volume - 28

Library Associates, LLC's Exhibit 11, Cont'd. R-13501

Volume - 29

Library Associates, LLC's Exhibits 11, Cont'd. - 12 .....R-14001

Volume - 30

Library Associates, LLC's Exhibits 12, Cont'd. - 13 .....R-14501

Volume - 31

Library Associates, LLC's Exhibits 13, Cont'd. - 35 .....R-15001

Volume - 32

Library Associates, LLC's Exhibits 35, Cont'd. - 59 .....R-15501
Library Associates, LLC's Exhibits 63 - 71 .....R-15897

Volume - 33

Library Associates, LLC's Exhibits 71, Cont'd. - 80 .....R-16001
Library Associates, LLC's Exhibits 82, Cont'd. - 88 .....R-16130

Volume - 34

Library Associates, LLC's Exhibits 88, Cont'd. - 94 .....R-16501

Volume - 35

Library Associates, LLC's Exhibits 94, Cont'd. - 112 .....R-17001

Volume - 36

Library Associates, LLC's Exhibits 112, Cont'd. - 118 .....R-17501

Volume - 37

Library Associates, LLC's Exhibits 118, Cont'd. - 122 .....R-18001

Volume - 38

Library Associates, LLC's Exhibits 122, Cont'd. - 125 .....R-18501

Volume - 39

Library Associates, LLC's Exhibits 125, Cont'd. - 127 .....R-19001

Volume - 40

Library Associates, LLC's Exhibits 127, Cont'd. - 129 .....R-19501

Volume - 41

Library Associates, LLC's Exhibits 129, Cont'd. - 130 .....R-20001

Volume - 42

Library Associates, LLC's Exhibits 130, Cont'd. - 132 .....R-20501

Volume - 43

Library Associates, LLC's Exhibits 132, Cont'd. - 134 .....R-21001

Volume - 44

Library Associates, LLC's Exhibits 134, Cont'd. - 136 .....R-21501

Volume - 45

Library Associates, LLC's Exhibits 136, Cont'd. - 139 .....R-22001

Volume - 46

Library Associates, LLC's Exhibits 139, Cont'd. - 140 .....R-22501

Volume - 47

Library Associates, LLC's Exhibits 140, Cont'd. - 143 .....R-23001

Volume - 48

Library Associates, LLC's Exhibits 143, Cont'd. - 163 .....R-23501

Section 5 - Other Documents

Balfour Beatty Construction, LLC's Notice and Certificate of Mechanic's Lien, filed January 25, 2019 .....R-23699

Balfour Beatty Construction, LLC's Notice and Certificate of Amended Mechanic's Lien, filed July 23, 2019 .....R-23705

Proposed Trial Order submitted by Balfour Beatty Construction, LLC, filed May 23, 2023 .....R-23712

Proposed Trial Order submitted by Library Associates, LLC, filed May 23, 2023 .....R-23857

Balfour Beatty Construction, LLC's Motion to Alter/Amend Order Granting Judgment to Library Associates, LLC, filed October 16, 2023 .....R-23905

Volume - 49

Balfour Beatty Construction, LLC's Motion to Alter/Amend Order Granting Judgment to Library Associates, LLC, filed October 16, 2023, Cont'd. R-24001

Balfour Beatty Construction, LLC's Motion to Require Library Associates, LLC to Elect a Remedy, filed October 16, 2023 .....R-24075

Library Associates, LLC's Petition for Attorneys' Fees and Costs, filed November 6, 2023 .....R-24077

Balfour Beatty Construction, LLC's Memorandum in Opposition to Defendant Library Associates, LLC's Petition for Attorneys' Fees and Costs, filed March 7, 2024 .....R-24086

Balfour Beatty Construction, LLC's Memorandum in Support of its Motion to Require Library Associates, LLC to Elect a Remedy, filed March 7, 2024 .....R-24116

Balfour Beatty Construction, LLC's Memorandum in Support of Motion to Alter/Amend the Order Granting Judgment to Library Associates, LLC, filed March 7, 2024 .....R-24119

Library Associates, LLC's Memorandum in Support of its Petition for Attorneys' Fees and Costs and Pursuant to the Declaratory Judgment Act, Additional Interest Payments, Past and Future, as Direct Costs Incurred and for Prejudgment Interest as Provided by

Law; and in Support of Pending Rule 52(B) and 59(E) Motions to Alter or Amend and Make Additional Findings, filed March 7, 2024.....R-24162

Balfour Beatty Construction, LLC's Amended Motion to Require Library Associates, LLC to Elect a Remedy, filed March 8, 2024.....R-24183

Balfour Beatty Construction, LLC Memorandum in Response to Library Associates, LLC's Memorandum in Support of its Petition for Attorneys' Fees and Costs and Pursuant to the Declaratory Judgment Act, Additional Interest Payments, Past and Future, as Direct Costs Incurred and for Prejudgment Interest as Provided by Law; and in Support of Pending Rule 52(B) and 59(E) Motions to Alter or Amend and Make Additional Findings, filed March 11, 2024.....R-24185

Balfour Beatty Construction, LLC's Motion to Strike Affidavit of Marvin D. Infinger, filed March 11, 2024.....R-24198

Library Associates, LLC's Reply to Balfour Beatty Construction, LLC's Memorandum in Opposition to its Petition for Attorneys' Fees and Costs, filed March 11, 2024.....R-24204

Revised Affidavit of Marvin D. Infinger, filed March 11, 2024.....R-24210

Affidavit of Franklin E. Worrell, filed March 28, 2024.....R-24223

Balfour Beatty Construction, LLC's Motion in Limine Regarding Hearing on Punitive Damages, filed April 1, 2024.....R-24230

Library Associates, LLC's Filing of March 13, 2024 Hearing Exhibits, filed April 10, 2024.....R-24237

Volume - 50

Library Associates, LLC's Filing of March 13, 2024 Hearing Exhibits, filed April 10, 2024, Cont'd.....R-24501

Volume - 51

Library Associates, LLC's Filing of March 13, 2024 Hearing Exhibits, filed April 10, 2024, Cont'd.....R-25001

Library Associates, LLC's Supplemental Petition for Attorneys' Fees and Costs; and in Addition Other Relief Pursuant to Declaratory Judgment Cause of Action, filed April 10, 2024.....R-25270

Supplemental Affidavit of Kimberly Bennett Brown, filed April 10, 2024.....R-25272

Balfour Beatty Construction, LLC's Motion to Alter or Amend the Order Awarding Punitive Damages and Election of Remedy Pursuant to Rule 59(E), filed April 22, 2024.....R-25308

Library Associates, LLC's Notice of Election of Remedy, filed May 2, 2024 .....R-25311

Balfour Beatty Construction, LLC's Motion to Alter or Amend Pursuant to Rule 59(E), filed May 9, 2024 .....R-25314

Video Deposition Testimony of George Michael Baumbach, 13:5-14:10 (Timestamp 7:28-8:23); 14:24-15:11 (Timestamp 10:00-10:30); 42:12-45:23 (Timestamp 47:40-52:05); 46:22-47:15 (Timestamp 53:27-54:22) (Placeholder for video file being submitted via Court of Appeal's OneDrive) R-25320

Claim Calculations- (Attachment 1)

		$	98,350.00

2 Additional Labor Costs

Additional supervision (10 weeks X $1,500.00/week)	$	15,000.00
Additional VP of Operations 3 days/week (10wks * $2,310/3days per week) incl. burdens + benefits	$	23,100.00
Total additional supervision costs	$	38,100.00

3 Change order Dollars that should be Approved for work already completed =		$	-
4 Total additonal costs without Overhead = 1.a+1.b+ 2.d =		$	136,450.00
5 Overhead & Profit	15%	$	20,467.50
6 Bond Costs	1%	$	1,569.18
7 Outstanding Change Requests (Submitted separately)		$	-
Total Cost of Claim		$	[illegible]

R - 20001

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty Construction

Request for Payment

Pay Request # 8
Work Performed Through: 03/31/17

Subcontractor's Name: Miscellaneous Steel Industries
Subcontractor's Address: 400 Bunton Creek Rd
Kyle, TX 78640

Phone Number: -
Fax Number:

Project Name: Hotel at Marion Square
Owner: Library Associates, LLC
Job No.: 13026400
Date: 03/14/17

Description of Work: Structural Steel

Original Contract Amount	$1,546,650.00	
Change Order Total Through C/O #: 1	-$16,836.00	
Total Revised Contract	$1,529,814.00	
Previous Work Performed to Date(SSR)	$1,107,497.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site		
Current Month Gross	$68,700.00	
New Work Performed to Date	$1,235,647.00	
Less 10 % Retainage	$123,564.70	
Amount Earned to Date	$1,112,082.30	
Less Previous Net Billings	$996,747.30	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$115,335.00	

Subcontract [X] Purchase Order [ ]

Other Contract Type

Unit Price [ ] Lump Sum [X]
Bonded [ ] Unbonded [X]

Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]

Insurance Status: Finaled
Insurance Expiration Date: 07/01/17

Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site If yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

Owner Billing Number: 12
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #
Batch#

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	3798180	13026400	546468
Date	Invoice #	Description		
03/31/17	13026400 - 08	13026400 . PE# 08 . 17.03		
Gross Amount		Retainage Amt	Net Amount	
$68,700.00		$3,435.00	$115,335.00	
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?	
NO			NO	

Hold Codes: 02- OWNER FUNDING
PM Approval
owner waiver

~~Lower Tier Waivers(check on)~~
need both

Approvals:
PM / Date
CA 03/14/17
PA / Date
APA / Date

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

APPLICATION AND CERTIFICATION FOR PAYMENT

TO: Balfour Beatty Construction | PROJECT: Hotel at Marion Square | APPLICATION NO: #

PERIOD FROM: 03/01/17
PERIOD TO: 03/31/17

FROM: Miscellaneous Steel Industries
400 Bunton Creek Rd
Kyle, TX 78640

CONTRACT NO:

CONTRACT FOR: Steel Fab and Erect

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	1,546,650
2. NET CHANGE BY CHANGE ORDER *(from Summary below)*	$	[illegible]
3. CONTRACT SUM TO DATE *(Line 1 + Line 2)*	$	1,529,814
4. TOTAL COMPLETED & STORED TO DATE *(Column "E" from Schedule of Values)*	$	1,235,647
5. LESS TOTAL RETAINAGE HELD TO DATE *(Column "J" from Schedule of Values)*	$	123,565
6. TOTAL EARNED LESS RETAINAGE *(Line 4 - Line 5)*	$	1,112,082
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT *(Line 6 from prior Certificate)*	$	996,747.00
8. CURRENT PAYMENT DUE *(Line 6 - Line 7)*	$	115,335
9. BALANCE TO FINISH, INCLUDING RETAINAGE *(Line 3 - Line 6)*	$	417,731.70

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total approved in Previous Months	$0.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES by Change Order	$0.00	

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.

The undersigned also certifies the following (check boxes where applicable)

☐ Partial Lien Release attached (Form B-1) ☐ Final Lien Release attached (Form B-2)

☐ Completed punchlist attached and all turnover documentation submitted (for final payment application)

☐ Certified Payroll submitted for all payroll periods thru _____ (date)

☐ Certified Payroll submitted for all LOWER TIER SUBS listed below thru the corresponding listed dates

_____ date _____ date

_____ date _____ date

_____ date _____ date

_____ date _____ date

(attach another sheet if more space is required to list all lower tier subs)

☐ All Daily Reports, JHA's and STA's submitted through the submission date of this application

By _____ Date 3/13/2017
Project Manager or officer of Miscellaneous Steel

State of TEXAS County of HAYS

Subscribed and sworn to before me this 13 day of March 2017

Notary Public Laura L Murray

My Commission expires 6-9-2018

LAURA L MURRAY
My Commission Expires
June 9, 2018

R - 20003

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATIO__HEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO. : 8
APPLICATION DATE
PERIOD TO
CONTRACT NO:

A	B	C	D = G from Previous App	E	F	G = D + E + F	H	I = C - G	J	
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: PREVIOUS APPLICATION	WORK COMPLETED: THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE	%
	BASE CONTRACT									
100	EBEDS AT ELEVATOR DIVIDER BEAMS	3,800	$ 3,800			$ 3,800	100%	-	380	10%
105	ELEVATOR DIVIDER BEAMS	11,000	$ 11,000		-	$ 11,000	100%	-	1,100	10%
110	EMBEDS AT ELEVATOR GUIDE TUBES	3,200	$ 3,200			$ 3,200	100%	-	320	10%
115	ELEVATOR GUIDE TUBES	34,000	$ 34,000			$ 34,000	100%	-	3,400	10%
120	ELEVATOR PIT LADDERS	5,600	$ 5,600			$ 5,600	100%	-	560	10%
125	ELEVATOR SUMP PIT ANGLE FRAMES	10,000	$ 10,000			$ 10,000	100%	-	1,000	10%
130	ELEVATOR SUMP PIT GRATING	500	$ 500			$ 500	100%	-	50	10%
135	ELEVATOR HOIST BEAMS	2,400	$ 2,400			$ 2,400	100%	-	240	10%
140	ELEVATOR SILL ANGLES	11,000	$ 11,000			$ 11,000	100%	-	1,100	10%
145	EMBEDS AT ENTRANCE CANOPY	200	$ 200			$ 200	100%	-	20	10%
150	ENTRANCE CANOPY FRAMING	19,800	$ -	19,800		$ 19,800	100%	-	1,980	10%
155	SPA/RETAIL/VESTIBULE ENTRANCE CANOPY FRAMING	11,000	$ -	11,000		$ 11,000	100%	-	1,100	10%
160	EMBEDS AT L2 STONE BAND ANGLE SUPPORT	5,700	$ 5,700			$ 5,700	100%	-	570	10%
165	L2 STONE BAND ANGLE SUPPORTS	14,000	$ 14,000			$ 14,000	100%	-	1,400	10%
170	STONE BAND ANGLES AT L3 TERRACE	2,300	$ 2,300			$ 2,300	100%	-	230	10%
175	EMBEDS AT L3 EXTERIOR CMU SUPPORT	9,800	$ 9,800			$ 9,800	100%	-	980	10%
180	L3 EXTERIOR CMU SUPPORT	17,400	$ 17,400			$ 17,400	100%	-	1,740	10%
185	EMBEDS AT L6 STONE BAND ANGLE SUPPORT	5,200	$ 5,200			$ 5,200	100%	-	520	10%
190	L6 STONE BAND ANGLE SUPPORTS	12,400	$ 12,400			$ 12,400	100%	-	1,240	10%
195	EMBEDS AT ROOF LEVEL EXTERIOR CMU SUPPORT	1,000	$ 1,000			$ 1,000	100%	-	100	10%
200	ROOF LEVEL EXTERIOR CMU SUPPORTS	3,500	$ 3,500			$ 3,500	100%	-	350	10%
205	EMBEDS AT L3 TRELLIS COLUMNS	500	$ 500			$ 500	100%	-	50	10%
210	L3 TRELLIS COLUMNS	8,600	$ 8,600			$ 8,600	100%	-	860	10%
215	STAINLESS CLIP ANGLES AT L3 TRELLIS	4,200	$ 4,200			$ 4,200	100%	-	420	10%
220	EMBEDS AT ROOF LIGHT GA TRUSS CHANNELS	8,600	$ 8,600			$ 8,600	100%	-	860	10%
225	ROOF LIGHT GA TRUSS CHANNELS	23,000	$ 23,000			$ 23,000	100%	-	2,300	10%
230	EMBEDS AT ROOF PENTHOUSE COLUMNS	600	$ 600			$ 600	100%	-	60	10%
235	ROOF PENTHOUSE COLUMNS	6,500	$ 6,500			$ 6,500	100%	-	650	10%
240	ROOF PENTHOUSE HEADERS	3,500	$ 3,500			$ 3,500	100%	-	350	10%
245	EMBED PLATES FOR LIGHT GA BRACING	700	$ 700			$ 700	100%	-	70	10%
250	STAIR 3 EMBEDS	3,600	$ 3,600			$ 3,600	100%	-	360	10%
255	STAIR 3 UNITS AND LANDINGS	126,050	$ 126,050			$ 126,050	100%	-	12,605	10%
256	STAIR 3 WALL SUPPORTS	5,000	$ 5,000			$ 5,000	100%	-	500	10%
260	STAIR 3 WALL RAILS AND GATE	17,000	$ 17,000			$ 17,000	100%	-	1,700	10%
265	STAIR 4 EMBEDS	3,600	$ 3,600			$ 3,600	100%	-	360	10%
270	STAIR 4 UNITS AND LANDINGS	95,000	$ 95,000			$ 95,000	100%	-	9,500	10%
271	STAIR 4 WALL SUPPORTS	4,500	$ 4,500			$ 4,500	100%	-	450	10%
275	STAIR 4 WALL RAILS	12,000	$ 12,000			$ 12,000	100%	-	1,200	10%
A	SUBTOTAL	$ 506,750.00	$ 475,950.00	$ 30,800.00	$ -	$ 506,750.00	100%	$ -	$ 50,675.00	10%

R - 20004

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 6
APPLICATION DATE:
PERIOD TO
CONTRACT NO. 0.00

A	B	C	D	E	F	G	H	I	J	
			= C from Previous App			= D + E + F		= C - G		
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE	%
			PREVIOUS APPLICATION	THIS PERIOD						
	BASE CONTRACT									
280	STAIR 5 UNITS AND LANDINGS	6,200	6,200 00			6,200 00	100%	-	620	10%
285	STAIR 5 RAILS	2,100	2,100 00			2,100 00	100%	-	210	10%
290	STAIR 6 EMBEDS	800	800 00			800 00	100%	-	80	10%
295	STAIR 6 UNITS AND LANDINGS	27,000	27,000.00			27 000 00	100%	-	2 700	10%
295	STAIR 6 WALL SUPPORTS	1,600	1,600 00			1,600 00	100%	-	160	10%
300	STAIR 6 WALL RAILS AND GATE	4,600	4,600.00			4,600 00	100%	-	460	10%
305	STAIR 7 AND 8 RAILS	4,400	-			-	0%	4,400	-	0%
310	STAIR 7 AND 8 NOSINGS	1,200	-				0%	1,200	-	0%
315	STAIR 9 UNITS AND LANDINGS	9,800	9,800 00			9,800 00	100%	-	980	10%
320	STAIR 9 RAILINGS	6,500	6,500 00			6,500.00	100%	-	650	10%
325	LOOSE LINTELS BELOW 2ND LEVEL	8,400	8,400 00			8,400 00	100%	-	840	10%
330	EMBEDS AT STORM AND SANITARY PITS GRATING	1,000	1,000			1,000.00	100%	-	100	10%
335	GRATING AT STORM AND SANITARY PITS	2,100	2,100			2,100 00	100%	-	210	10%
340	EMBEDS AT LAUNDRY ROOM GRATING	600	600			600.00	100%	-	60	10%
345	LAUNDRY ROOM GRATING	2,900	2,900			2,900 00	100%	-	290	10%
350	INTERIOR CMU SUPPORTS	20,000	20,000 00			20,000 00	100%	-	2,000	10%
355	COMPACTOR BOLLARDS	1,000	1,000 00			1,000 00	100%	-	100	10%
360	EMBEDS AT AREA WAY GRATING	700	700 00			700 00	100%	-	70	10%
365	AREAWAY GRATING	8,400	8,400 00			8 400 00	100%	-	840	10%
370	STEEL PLATE AT ROOF TERMINATION	1,200	1,200 00			1,200 00	100%	-	120	10%
375	EMBEDS AT BALL ROOM ROOF JOISTS	800	800 00			800 00	100%	-	80	10%
380	BENT PLATES/BRIDGING CLIPS AT BALLROOM JOISTS	800	800 00			800 00	100%	-	80	10%
385	BALLROOM JOISTS	15,000	15,000 00			15,000 00	100%	-	1,500	10%
390	CHANNELS AT ROOF LOUVERS	3,500	3,500 00			3,500.00	100%	-	350	10%
395	EMBEDS AT OH DOOR TRACK	1,000	1,000 00			1,000 00	100%	-	100	10%
400	SHIMS AT SHELF ANGLE (IF REQ'D)	4,400	4,400 00			4,400 00	100%	-	440	10%
405	SHEET PILE CONNECTION PLATES	4,000	4,000 00			4,000 00	100%	-	400	10%
410	EMBEDS AT WON-DOOR SUPPORTS	3,000	3,000 00			3,000.00	100%	-	300	10%
415	WON-DOOR SUPPORTS	17,000	-			-	0%	17,000	-	0%
420	EMBEDS AT OPERABLE PARTITION SUPPORTS	4,400	4,400 00			4,400 00	100%	-	440	10%
425	OPERABLE PARTITION SUPPORTS	26,000	-	26,000		26 000 00	100%	-	2,600	10%
A	PAGE TOTAL	$ 190,400.00	$ 141,800.00	$ 26,000.00	$ -	$ 167,800.00	88%	$ 22,600.00	$ 16,780.00	10%
	SUBTOTAL TOTAL	$ 697,150.00	$ 617,750.00	$ 56,800.00	$ -	$ 674,550.00	97%	22,600.00	$ 67,455.00	

R - 20005

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO. :
APPLICATION DATE :
PERIOD TO
CONTRACT NO :

A	B	C	D	E	F	G	H	I	J	
			= G from Previous App			= D + E + F		= C - G		
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE % of Complete to Date	%
			PREVIOUS APPLICATION	THIS PERIOD						
	BASE CONTRACT									
430	PREFABRICATED PLANK SYSTEM AT ROOF	122,000.00				-	0%	$ 122,000.00	$ -	0%
445	COMPOSITE CLEAN UP CREW ALLOWANCE	16,500.00		8,250.00		8,250.00	50%	$ 8,250.00	$ 825.00	5%
	DETAILING	80,000.00	72,000.00			72,000.00	90%	$ 8,000.00	$ 7,200.00	9%
	INSTALL	631,000.00	441,650.00	63,100.00		504,750.00	80%	$ 126,250.00	$ 50,475.00	8%
	PAGE TOTAL	$ 849,500.00	$ 513,650.00	$ 71,350.00	$ -	$ 585,000.00	69%	$ 264,500.00	$ 58,500.00	10%
A	SUBTOTAL	$ 1,546,650.00	$ 1,131,400.00	$ 128,150.00	$ -	$ 1,259,550.00	81%	$ 287,100.00	$ 125,955.00	10%
	CHANGE ORDERS									
CO1	BUSPORT EMBEDS AND SUPPORTS	$ 7,067.00				-	0%	$ 7,067.00	$ -	10%
CO4	Del Pool Decking	(46,000.00)	(46,000.00)			(46,000.00)	100%	$ -	$ (4,600.00)	10%
CO5	St 10 Added Columns and Beams	22,097.00	22,097.00			22,097.00	100%	$ -	$ 2,209.70	10%
B	SUBTOTAL	$ (16,836.00)	$ (23,903.00)	$ -	$ -	$ (23,903.00)	142%	$ 7,067.00	$ (2,390.30)	10%
A+B	TOTALS	$ 1,529,814.00	$ 1,107,497.00	$ 128,150.00	$ -	$ 1,235,647.00	81%	$ 294,167.00	$ 123,564.70	10%

R - 20006

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

EXHIBIT G.2

AFFIDAVIT AND BILL OF SALE FOR STORED MATERIALS

STORED MATERIALS LISTING

Project Name: Hotel at Marion Square
Subcontractor: Miscellaneous Steel Industries, Inc.

Date: 03/23/17
PR #: 8

	Description of Material	Value	Previously Stored	Value Withdrawn	Value Added (1)	Presently in Storage	Storage Location
100	EBEDS AT ELEVATOR DIVIDER BEAMS	3,800	0			0	MSI Facilities 400 Bunton Creek Rd, Kyle, TX 78640
105	ELEVATOR DIVIDER BEAMS	11,000	0	0		0	MSI Facilities 400 Bunton Creek Rd, Kyle, TX 78640
110	EMBEDS AT ELEVATOR GUIDE TUBES	3,200	0			0	MSI Facilities 400 Bunton Creek Rd, Kyle, TX 78640
115	ELEVATOR GUIDE TUBES	34,000	0	0		0	MSI Facilities 400 Bunton Creek Rd, Kyle, TX 78640
120	ELEVATOR PIT LADDERS	5,600	0	0		0	MSI Facilities 400 Bunton Creek Rd, Kyle, TX 78640
135	ELEVATOR HOIST BEAMS	2,400	0	0		0	MSI Facilities 400 Bunton Creek Rd, Kyle, TX 78640
160	EMBEDS AT L2 STONE BAND ANGLE SUPPORT	5,700	0			0	MSI Facilities 400 Bunton Creek Rd, Kyle, TX 78640
175	EMBEDS AT L3 EXTERIOR CMU SUPPORT	9,800	0			0	MSI Facilities 400 Bunton Creek Rd, Kyle, TX 78640
180	L3 EXTERIOR CMU SUPPORT	17,400	0	0		0	MSI Facilities 400 Bunton Creek Rd, Kyle, TX 78640
200	ROOF LVL EXTERIOR CMU SUPPORTS	3,500	0	0		0	MSI Facilities 400 Bunton Creek Rd, Kyle, TX 78640
215	STAINLESS CLIP ANGLES AT L3 TRELLIS	4,200	0	0		0	MSI Facilities 400 Bunton Creek Rd, Kyle, TX 78640
250	STAIR 3 EMBEDS	3,600	0			0	MSI Facilities 400 Bunton Creek Rd, Kyle, TX 78640
255	STAIR 3 UNITS AND LANDINGS	126,050	126,050	126,050		0	MSI Facilities 400 Bunton Creek Rd, Kyle, TX 78640
256	STAIR 3 WALL SUPPORTS	5,000	5,000	5,000		0	MSI Facilities 400 Bunton Creek Rd, Kyle, TX 78640
260	STAIR 3 WALL RAILS AND GATE	17,000	17,000	17,000		0	MSI Facilities 400 Bunton Creek Rd, Kyle, TX 78640
265	STAIR 4 EMBEDS	3,600	0			0	MSI Facilities 400 Bunton Creek Rd, Kyle, TX 78640
270	STAIR 4 UNITS AND LANDINGS	95,000	0	0		0	MSI Facilities 400 Bunton Creek Rd, Kyle, TX 78640
271	STAIR 4 WALL SUPPORTS	4,500	0	0		0	MSI Facilities 400 Bunton Creek Rd, Kyle, TX 78640
275	STAIR 4 WALL RAILS	12,000	0	0		0	MSI Facilities 400 Bunton Creek Rd, Kyle, TX 78640
280	STAIR 5 UNITS AND LANDINGS	6,200	0	0		0	MSI Facilities 400 Bunton Creek Rd, Kyle, TX 78640
285	STAIR 5 RAILS	2,100	0	0		0	MSI Facilities 400 Bunton Creek Rd, Kyle, TX 78640
290	STAIR 6 EMBEDS	800	0			0	MSI Facilities 400 Bunton Creek Rd, Kyle, TX 78640
295	STAIR 6 UNITS AND LANDINGS	27,000	27,000	27,000		0	MSI Facilities 400 Bunton Creek Rd, Kyle, TX 78640
296	STAIR 6 WALL SUPPORTS	1,600	1,600	1,600		0	MSI Facilities 400 Bunton Creek Rd, Kyle, TX 78640
300	STAIR 6 WALL RAILS AND GATE	4,600	4,600	4,600		0	MSI Facilities 400 Bunton Creek Rd, Kyle, TX 78640
360	EMBEDS AT AREA WAY GRATING	700	0			0	MSI Facilities 400 Bunton Creek Rd, Kyle, TX 78640
350	INTERIOR CMU SUPPORTS	20,000	0	0		0	MSI Facilities 400 Bunton Creek Rd, Kyle, TX 78640
365	AREAWAY GRATING	8,400	0	0		0	MSI Facilities 400 Bunton Creek Rd, Kyle, TX 78640
405	SHEET PILE CONNECTION PLATES	4,000	0			0	MSI Facilities 400 Bunton Creek Rd, Kyle, TX 78640
TOTALS		$442,750	$181,250	$181,250	$0	$0	

R - 20007

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned, Acero Construction Services, Inc. (Name of Vendor), pursuant to a contract or agreement with: Balfour Beatty Construction, LLC ("BBC"), Miscellaneous Steel Industries, Inc. (Name of Subcontractor) a subcontractor to BBC or a sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as: Hotel at Marion Square (Name or Description of Project) ("Project") which is located at 404 King Street. Charleston, SC 29403 (Street Address) in the City of Charleston, and County of Charleston, and is owned by Library Associates, LLC. (Name of Owner) ("Owner").

Subcontractor has been paid and received payment of $ $ 63,100.00 (Amount to be paid to Vendor) the sufficiency of which is hereby acknowledged and confesse and as such Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and bonds or t for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Pro 3/31/2017 (Insert date through which release is given) (the "Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and lost profits, impact cost and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

None

(Describe here or set out in an Attachment "A" which must be identified here and attached, all extras not included in the Release. Failure to describe any extras as excluded shall be a waiver and release of any right to payment for such work.)

Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subco further affirms, represents and warrants that, except as noted above: (1) Subcontractor has no lien or claim of lien, either actual or or claim c either actual or potential, bond right or claim, or contractual right or claim for payment with respect to any Work performed, rendered, supp furnished by Subcontractor prior to the Release Date; and, (2) all persons and entities that have performed or rendered labor or services, or s or furnished materials, equipment, furniture and furnishings, to Subcontractor in connection with the Work have been paid in full all undisput and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person o respect to the Project.

NOTICE: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.

Subcontractor acknowledges, affirms, represents and warrants that it has fully reviewed the terms and conditions of this waiver, that it is full with respect to the legal effect of this waiver, and that it accepts the terms and conditions of waiver in return for the payment recited above.

Given under hand and seal this 13th day of March 20 17.

Acero Construction Services, Inc.
(Name of Vendor)

signature

By: Bryan Lovelady, CFO
(Print or Type the Signers Name and Title)

STATE OF Texas

COUNTY OF Hays

The foregoing instrument was signed, sealed and acknowledged before me this 13th day of March 20 17, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to gi Affidavit and that the foregoing statements are true.

Signed: Laura L Murray
Notary Public

My Commission expires 6-9-2018

LAURA L MURRAY
My Commission Expires
June 9, 2018

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	3/13/2017

PRIME SUB'S NAME	Miscellaneous Steel Industries, Inc.
Attachment for Pay Req #:	8
for Month Ending:	31-Mar-17

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed.	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)		Cumulative dollar amount tier billed for work/materials to date.	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: *(as noed on releases)*	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
Acero Construction Services, Inc	*NO*	*NO*	*N/A*	*NO*	*YES*	*YES*	*$63,100.00*	*3/1/2017*	*3/1/2017*	*PARTIAL*	*FINAL*	
Martin Welding	*NO*	*NO*	*N/A*	*NO*	*NO*	*NO*	*$117,350.00*	*12/31/2016*	*12/31/2016*	*PARTIAL*	*FINAL*	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO.				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

R - 20009

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty Construction

Request for Payment

Pay Request # 7
Work Performed Through: 03/31/17

Subcontractor's Name: Baker Roofing
Subcontractor's Address: 517 Mercury Street
Raleigh, NC 27603

Phone Number: 919-828-2975
Fax Number: 919-828-9352

Project Name: Hotel at Marion Square
Owner: Library Associates, LLC
Job No.: 13026400
Date: 03/21/17

Description of Work: Roofing

Original Contract Amount	$846,920.00	
Change Order Total	$42,984.38	
Through C/O #: 0		
Total Revised Contract	$889,904.38	
Previous Work Performed to Date(SSR)	$275,438.77	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$0.00	
New Work Performed to Date	$334,299.77	
Less 10 % Retainage	$33,429.98	
Amount Earned to Date	$300,869.79	
Less Previous Net Billings	$247,894.89	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$52,974.90	

Subcontract [X] Purchase Order [ ]

Other Contract Type

Unit Price [ ] Lump Sum [X]
Bonded [-] Unbonded [X]

Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]

Insurance Status: Finaled
Insurance Expiration Date: 07/01/17

Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site	Y [ ]	N [X]
If yes, attach stored materials checklist		
Final Payment	Y [ ]	N [X]
If yes, see attached checklist		

Owner Billing Number:

Owner Payment Rec'd Date:

Payment Terms: Pay When Paid

Pay Select #
Batch #

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
		109256	13026400	47
Date	**Invoice #**	**Description**		
03/31/17	13026400 - 07	13026400 . PE# 07 . 17.03		
Gross Amount		**Retainage Amt**	**Net Amount**	
$0.00		$0.00	$52,974.90	
Trade Account?	**Tax Code**	**Pay Item & Cost Code**		**Accrue Tax?**
NO				NO

Halt Codes: 02- OWNER FUNDING
PM APP
LT waivers

Approvals:

PM / Date

CA 03/21/17
PA / Date

APA / Date

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Barnhardt Balfour Beatty

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO CONSTRUCTION MANAGER:
Balfour Beatty Construction
1030 Camden Rd. Suite 200
Charlotte, NC 28210

FROM CONTRACTOR:
BAKER ROOFING COMPANY
PO BOX 28057
RALEIGH, NC 27803

CONTRACT FOR: CONSTRUCTION

PROJECT: HOTEL AT MARION SQUARE

VIA ARCHITECT:

APPLICATION NO: 7

PERIOD TO: 3/31/2017

PROJECT NO: #13023000

Distribution to:
X OWNER
X ARCHITECT
X INSPECTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	846,920.00
2. Net change by Change Orders	$	42,984.38
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	889,904.38
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	334,299.77
5. RETAINAGE:	$	33,429.98
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	300,869.79
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	247,894.89
8. CURRENT PAYMENT DUE	$	52,974.90
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	589,034.59

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

The undersigned Construction Manager (CM) certifies that to the best of the CM'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 CM 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.

SUBCONTRACTOR

By: _____ Date: 3/20/2017

CONTRACTOR

By: _____ Date: _____

CONSTRUCTION MANAGER

By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT REQUESTED $ 52,974.90

(Attach explanation if amount requested differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount requested.)

ARCHITECT

By: _____ Date: _____

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

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 7
APPLICATION DATE: 3/31/17
PERIOD TO: 3/31/17

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	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 10%
	MOBILIZATION	78,441.00		78,441.00		15,688.00	-	15,688.00	20.00%	62,753.00	1,568.80
	MOBILIZATION	7,000.00		7,000.00	7,000.00		-	7,000.00	100.00%	-	700.00
	SUBMITTALS	22,650.00		22,650.00	22,650.00		-	22,650.00	100.00%	-	2,265.00
	PUNCHLIST	1,600.00		1,600.00			-	-	0.00%	1,600.00	-
	PUNCHLIST	15,390.00		15,390.00			-	-	0.00%	15,390.00	-
	UPPER PVC ROOF MATERIALS	29,671.00		29,671.00		29,671.00	-	29,671.00	100.00%	-	2,967.10
	MAIN UPPER COPPER ROOF MAT	137,695.00		137,695.00	103,271.00		-	103,271.00	75.00%	34,424.00	10,327.10
	UPPER PVC ROOF LABOR	13,900.00		13,900.00		6,950.00	-	6,950.00	50.00%	6,950.00	695.00
	MAIN UPPER COPPER ROOF LABOR	65,520.00		65,520.00		6,552.00	-	6,552.00	10.00%	58,968.00	655.20
	L,OWER CANOPY ROOF MATERIALS	16,281.00		16,281.00	12,210.00			12,210.00	75.00%	4,071.00	1,221.00
	7TH FL TERRACE COPPER ROOF MAT	21,770.00		21,770.00	16,327.00		-	16,327.00	75.00%	5,443.00	1,632.70
	LOWER CANOPY ROO F LABOR	7,900.00		7,900.00			-	-	0.00%	7,900.00	-
	7TH FL TERRACE COPPER ROOF LAB	14,450.00		14,450.00			-	-	0.00%	14,450.00	-
	CLOSE OU DOCUMENTS SINGLE PLY	500.00		500.00			-	-	0.00%	500.00	-
	COMPOSITE CLEAN UP SINGLE PLY	500.00		500.00			-	-	0.00%	500.00	-
	BALLROOM COPPER ROOF MAT	12,740.00		12,740.00	12,740.00		-	12,740.00	100.00%	-	1,274.00
	BALLROOM COPPER ROOF LABOR	6,300.00		6,300.00			-	-	0.00%	6,300.00	-
	7TH FL TERRACE SOFFIT MATERIALS	6,950.00		6,950.00			-	-	0.00%	6,950.00	-
	7TH FL TERRACE SOFFIT LABOR	7,560.00		7,560.00			-	-	0.00%	7,560.00	-
	CORNICE AND BUILT IN GUJTTER MAT	145,350.00		145,350.00	58,140.00		-	58,140.00	40.00%	87,210.00	5,814.00
	CORNICE AND BUILT IN GUTTER LAB	60,410.00		60,410.00			-	-	0.00%	60,410.00	-
	7TH FL HALF ROUND GUTTER MAT	3,810.00		3,810.00	3,810.00			3,810.00	100.00%	-	381.00
	7TH FL HALF ROUND GUTTER LABOR	1,510.00		1,510.00				-	0.00%	1,510.00	-
	BALLROOM HALF ROUND GUTTE MAT	18,010.00		18,010.00	18,010.00			18,010.00	100.00%	-	1,801.00
	BALLROOM HALF ROUND GUTT LABOR	8,330.00		8,330.00			-	-	0.00%	8,330.00	-
	LOUVER MATERIALS	83,490.00		83,490.00							
	LOUVER LABOR	3,700.00		3,700.00			-	-	0.00%	3,700.00	-
	COPING AND TRIM MATERIALS	9,200.00		9,200.00			-	-	0.00%	9,200.00	-
	COPING AND TRIM LABOR	5,940.00		5,940.00			-	-	0.00%	5,940.00	-
	CLOSOUT DOCUMENTS	2,700.00		2,700.00			-	-	0.00%	2,700.00	-
	MOCK UP	9,722.00		9,722.00	9,722.00		-	9,722.00	100.00%	-	972.20
	TEMP ROOF ALLOWANCE	20,000.00		20,000.00			-	-	0.00%	20,000.00	-
	WOOD BLOCKING	5,930.00		5,930.00			-	-	0.00%	5,930.00	-
	COMPOSITE CLEAN UP COPPER ROOF	2,000.00		2,000.00			-	-	0.00%	2,000.00	-
	MARQUEE MOCKUP	23,117.53		23,117.53	11,558.77		-	11,558.77	50.00%	11,558.76	1,155.88

R - 20012

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 7
APPLICATION DATE: 3/31/17
PERIOD TO: 3/31/17

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	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 10%
	CO#2 METAL FLASHING AT CAPSTO	19,866.85		19,866.85			-	-	0.00%	19,866.85	-
	GRAND TOTALS	**889,904.38**	**0.00**	**889,904.38**	**275,438.77**	**58,861.00**	**0.00**	**334,299.77**	**37.57%**	**555,604.61**	**33,429.98**

R - 2013

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square					
Job #	13026090					
Date Prepared:	3/20/2017					
PRIME SUB'S NAME		BAKER ROOFING COMPANY				
Attachment for Pay Req #:	8					
for Month Ending:	3/31/2017					

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed	Bonded Sub? (Yes/No)	Has tier billed for work to date? select (Yes/No)		Cumulative dollar amount tier billed for work/materials to date	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: (as noted on release)	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
SOUTHERN ALUMINUM FINISHING VILLA RICA, GA 770-942-1207	NO			YES	YES	NO	$10,936.00	9/30/2016	9/30/2016	PARTIAL	FINAL	
ABC SUPPLY CO INC	NO			YES	YES	NO	$93,420.04	2/28/2017	2/28/2017	PARTIAL	FINAL	
ENGLERT	NO			YES	YES	NO	$4,241.59	10/30/2016	10/30/2016	PARTIAL	FINAL	
ORNAMETALS MANUFACTURING	NO			YES	YES	NO	$6,930.40	2/28/2017	2/28/2017	PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

R - 20014

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That BAKER ROOFING COMPANY (the "Lienor") for and in consideration of the payment of the sum of $ 52,974.90 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 31 day of MARCH, 2017, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 20 day of MARCH, 2017

Signed, sealed and delivered
In the presence of:

BAKER ROOFING COMPANY
a NORTH CAROLINA corporation

Signature
MELINDA CATES
Print Name

Signature
BRUCE HARRINGTON, VICE PRESIDENT
Print Name & Title

STATE OF [illegible]

COUNTY OF WAKE

The foregoing instrument was acknowledged before me this 20 day of MARCH, 2017 by BRUCE HARRINGTON, VICE PRESIDENT of BAKER ROOFING COMPANY, a NORTH CAROLINA corporation on, on behalf of the corporation. He/she is personally known to me or has produced SELF (type of identification) as identification.

Notary Public, State of NORTH CAROLINA

My Commission Expires: 1/23/20

Balfour Beatty Construction

Request for Payment

Pay Request # 8
Work Performed Through: 03/31/17

Subcontractor's Name: Waterproofing Specialties, Inc
Subcontractor's Address: 8086 Waterford Dr
Stanley, NC 28164

Phone Number: -
Fax Number:

Project Name: Hotel at Marion Square
Job No.: 13026400
Date: 03/31/17
Owner: Library Associates, LLC

Description of Work: Waterproofing

Original Contract Amount	$720,000.00	
Change Order Total	$21,863.00	
Through C/O #: 1		
Total Revised Contract	$741,863.00	
Previous Work Performed to Date(SSR)	$436,300.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$7,463.00	
New Work Performed to Date	$443,763.00	
Less 10 % Retainage	$44,376.30	
Amount Earned to Date	$399,386.70	
Less Previous Net Billings	$392,670.00	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$6,716.70	

Subcontract [X] Purchase Order [ ]

Other Contract Type

Unit Price [ ] Lump Sum [X]
Bonded [ ] Unbonded [X]

Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]

Insurance Status: Finaled
Insurance Expiration Date: 07/24/17

Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site If yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

Owner Billing Number: 12
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #: 1321397
Batch #: 2164543

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	120122	13026400	534867

Date	Invoice #	Description
03/31/17	13026400 - 08	13026400 . PE# 08 . 17.03

Gross Amount	Retainage Amt	Net Amount
$7,463.00	$373.15	$6,716.70

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400.50700000.40	NO

Hold Codes: 02- OWNER FUNDING Lower Tier Waivers
PM App

Approvals:
PM / Date
CA 03/15/17
PA / Date
APA / Date

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Barnhart ur Beatty

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO CONSTRUCTION MANAGER:
Balfour Beatty Construction
1930 Camden Rd. Suite 280
Charlotte, NC 28210

FROM CONTRACTOR:
Waterproofing Specialties Inc
8088 Waterford Dr
Stanley, NC 28164

CONTRACT FOR: CONSTRUCTION

PROJECT: **HOTEL AT MARION SQUARE**

VIA ARCHITECT:

APPLICATION NO: **8**

PERIOD TO: **3/31/2017**

PROJECT NO: **#13026000**

Distribution to:
[X] OWNER
[X] ARCHITECT
[X] INSPECTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	720,000.00
2. Net change by Change Orders	$	21,863.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	741,863.00
4 TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	443,763.00
5. RETAINAGE:	$	44,376.30
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	399,386.70
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	392,670.00
8. CURRENT PAYMENT DUE	$	6,716.70
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	342,476.30

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$21,863.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$21,863.00	$0.00
NET CHANGES by Change Order	$21,863.00	

The undersigned Construction Manager (CM) certifies that to the best of the CM'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 CM 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.

DISTRICT: WATERPROOFING SPECIALTIES, INC.

By: _____ Date: 3/14/2017

DISTRICT:

By: _____ Date: _____

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect advises the Owner that to the Architect's knowledge, information and belief the Work has progressed as indicated, the Work is in general accordance with the Contract Documents, and the Contractors are entitled to payment of the AMOUNT REQUESTED.

AMOUNT REQUESTED . . . . . $ _____

(Attach explanation if amount requested differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount requested.)

ARCHITECT:

By: _____ Date: _____

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

R - 20017

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.
ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

AIA DOCUMENT G703 · CONTINUATION SHEET FOR G702 · 1992 EDITION · AIA · ©1992

AIA DOCUMENT G703

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 8
APPLICATION DATE: 3/14/17
PERIOD TO: 3/31/17

Balfour Beatty Project

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	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 10%
1	Submittals	3,000.00		3,000.00	1,500.00		-	1,500.00	50.00%	1,500.00	150.00
2	Below Grade Waterproofing-Cap Beam	20,400.00		20,400.00	20,400.00		-	20,400.00	100.00%	-	2,040.00
3	Below Grade Waterproofing-NW Quad	100,000.00		100,000.00	100,000.00		-	100,000.00	100.00%	-	10,000.00
4	Below Grade Waterproofing NE Quad	100,000.00		100,000.00	100,000.00		-	100,000.00	100.00%	-	10,000.00
5	Below Grade Waterproofing-SW Quad	100,000.00		100,000.00	100,000.00		-	100,000.00	100.00%	-	10,000.00
6	Below Grade Waterproofing-SE Quad	100,000.00		100,000.00	100,000.00		-	100,000.00	100.00%	-	10,000.00
7	4: SPF w/ignition barrier	77,400.00		77,400.00			-	-	0.00%	77,400.00	-
8	3: /tc 416 /gO (subcontract)	67,300.00		67,300.00			-	-	0.00%	67,300.00	-
9	Exterior Sealants	104,000.00		104,000.00			-	-	0.00%	104,000.00	-
10	Interior Fixtures	4,800.00		4,800.00			-	-	0.00%	4,800.00	-
11	Interior Door Frames & Windows	33,600.00		33,600.00			-	-	0.00%	33,600.00	-
12	Toilet fixtures	7,000.00		7,000.00			-	-	0.00%	7,000.00	-
13	Owner furnished equipment	2,500.00		2,500.00			-	-	0.00%	2,500.00	-
14	CO #1 Bond	14,400.00		14,400.00	14,400.00		-	14,400.00	100.00%	-	1,440.00
15	CO #2	-		-			-	-	#DIV/0!	-	-
16	CO #3	313.00		313.00		313.00	-	313.00	100.00%	-	31.30
17	CO #4	7,150.00		7,150.00		7,150.00	-	7,150.00	100.00%	-	715.00
18				-			-	-	#DIV/0!	-	-
19				-			-	-	#DIV/0!	-	-
20				-			-	-	#DIV/0!	-	-
21				-			-	-	#DIV/0!	-	-
22				-			-	-	#DIV/0!	-	-
23				-			-	-	#DIV/0!	-	-
24				-			-	-	#DIV/0!	-	-
25				-			-	-	#DIV/0!	-	-
26				-			-	-	#DIV/0!	-	-
	GRAND TOTALS	741,863.00	0.00	741,863.00	436,300.00	7,463.00	0.00	443,763.00	59.82%	298,100.00	43,630.00

R - 20018

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That Waterproofing Specialties Inc. (the "Lienor") for and in consideration of the payment of the sum of $6,716.70 and other good and valuable consideration paid by Waterproofing Specialties Inc. (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

_____

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 31st day of March, 20 17, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 14th day of March, 20 17.

Signed, sealed and delivered
in the presence of:

Jennifer Shaw
Signature

Jennifer Shaw
Print Name

Waterproofing Specialties Inc.
a NC corporation

Signature

Cardiff Shea Vice President
Print Name & Title

STATE OF North Carolina

COUNTY OF Lincoln

BRENDA A WILLIAMS
Notary Public, North Carolina
Iredell County
My Commission Expires
July 04, 2017

The foregoing instrument was acknowledged before me this 14th day of March, 20 17 by Cardiff Shea, Vice President of Waterproofing Specialties, Inc., a North Carolina corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF North Carolina

My Commission Expires: July 4, 2017

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	3/14/2017

PRIME SUB'S NAME	Waterproofing Specialties Inc.
Attachment for Pay Req #:	8
for Month Ending:	3/31/2017

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)		Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: *(as need on releases)*	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
SAMPLE TIER *123 Example Dr.* *Somewhere, NC 27607* *919-834-1234*	*yes - PIT*	*NO*	*N/A*		YES	NO	*$12,123.00*	*4/27/2010*	*3/31/2010*	PARTIAL	FINAL	
Guaranteed Supply Co.	N	N	N/A	N	YES	NO	$294,350.04		2/28/2017	PARTIAL		
ABC Supply	N	N	N/A	n	YES	NO	$823.43		Final		FINAL	
Kenseal Construction Products	N	N	N/A	N	YES	NO	$438.67		2/28/2017	PARTIAL		
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

R - 20020

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty Construction

Request for Payment

Pay Request # 5
Work Performed Through: 03/31/17

Subcontractor's Name: Premier Exteriors
Subcontractor's Address: 3047 Argent Blvd. Suite 12
Ridgeland, SC 29910
Phone Number: 843-645-6920
Fax Number:

Project Name: Hotel at Marion Square
Owner: Library Associates, LLC
Job No.: 13026400
Date: 03/16/17

Description of Work: STUCCO

Original Contract Amount	$861,508.00	
Change Order Total	$309,840.57	GET BOND RIDER!!
Through C/O #: 0		
Total Revised Contract	$1,171,348.57	
Previous Work Performed to Date(SSR)	$103,105.59	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$25,929.00	
New Work Performed to Date	$129,034.59	
Less 10 % Retainage	$12,903.46	
Amt Earned to Date	$116,131.13	
Less Previous Net Billings	$92,795.03	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$23,336.10	

Subcontract [X] Purchase Order [ ]
Other Contract Type:
Unit Price [ ] Lump Sum [X]
Bonded [ ] Unbonded [X]
Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [X]	N [ ]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	Finaled	
Insurance Expiration Date	01/01/18	
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release If Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site	Y [ ]	N [X]
If yes, attach stored materials checklist		
Final Payment	Y [ ]	N [X]
If yes, see attached checklist		

Owner Billing Number: 11
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select # / Batch #:

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
50000	3493097	13026400	532370

Date	Invoice #	Description
03/31/17	13026400 - 05	13026400 . PE# 05 . 17.03

Gross Amount	Retainage Amt	Net Amount
$25,929.00	$1,296.45	$23,336.10

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400.51445000.40	NO

Hold Codes: 02- OWNER FUNDING
PM APP
Owner Waiver, SOV

lower tier waivers

Approvals:
PM / Date
CA 03/16/17
PA / Date
APA / Date

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO: 5
APPLICATION DATE: 3/15/17
PERIOD TO: 3/31/17

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	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 10%
1				-			-	-		-	-
2	*CO#1*		147,246.36	147,246.36			-	-	0.00%	147,246.36	-
3	*Mock Wall*		2,822.16	2,822.16	2,822.16	-	-	2,822.16	100.00%	-	282.22
	Flashing CO's		12,574.05	12,574.05	12,574.05		-	12,574.05	100.00%	-	1,257.41
	Window Returns		40,284.00	40,284.00	31,527.00	4,710.00	-	36,237.00	89.95%	4,047.00	3,623.70
	Window Opening Patching		4,680.00	4,680.00	4,680.00		-	4,680.00	100.00%	-	468.00
	Flashing at L3 Terraces		2,234.00	2,234.00		2,234.00					
	Stucco Wall Prep (Allowance)		100,000.00	100,000.00				-	0.00%	100,000.00	
4				-			-	-	#DIV/0!	-	-
5	*Elevation North Materials*	$85,551.67		85,551.67	3,325.00	5,230.00	-	8,555.00	10.00%	76,996.67	855.50
6	*Elevation North Labor*	$105,320.43		105,320.43		6,000.00	-	6,000.00	5.70%	99,320.43	600.00
7	*Elevation EAST Materials*	$71,293.06		71,293.06	6,650.00		-	6,650.00	9.33%	64,643.06	665.00
14	*Elevation EAST Labor*	$87,767.03		87,767.03	10,516.00		-	10,516.00	11.98%	77,251.03	1,051.60
15	*Elevation SOUTH Materials*	$80,798.80		80,798.80	3,325.00		-	3,325.00	4.12%	77,473.80	332.50
16	*Elevation SOUTH Labor*	$99,469.30		99,469.30		4,974.00	-	4,974.00	5.00%	94,495.30	497.40
17	*Elevation WEST Materials*	$68,916.62		68,916.62	6,650.00		-	6,650.00	9.65%	62,266.62	665.00
18	*Elevation WEST Labor*	$84,841.46		84,841.46	10,576.00		-	10,576.00	12.47%	74,265.46	1,057.60
19	*Courtyard Materials*	$49,905.14		49,905.14			-	-	0.00%	49,905.14	-
20	*Courtyard Labor*	$61,436.92		61,436.92			-	-	0.00%	61,436.92	-
21	*Scaffolding*	$66,207.66		66,207.66	10,460.38	2,781.00	-	13,241.38	20.00%	52,966.28	1,324.14
22				-			-	-	#DIV/0!	-	-
23				-			-	-	#DIV/0!	-	-
24				-			-	-	#DIV/0!	-	-
25				-			-	-	#DIV/0!	-	-
26				-			-	-	#DIV/0!	-	-
				-			-	-	#DIV/0!	-	-
	GRAND TOTALS	861,508.09	309,840.57	1,171,348.66	103,105.59	25,929.00	0.00	129,034.59	14.98%	1,042,314.07	0.00

R - 20022

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

AIA DOCUMENT G703 CONTINUATION SHEET FOR G702 1992 EDITION AIA ©1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5292

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	12/15/2016

PRIME SUB'S NAME	Premier Exteriors LLC
Attachment for Pay Req #:	5
for Month Ending:	3/31/2017

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	**Indicate if tier is based in county of Project**	**Notice to Owner Filed?(NTO) (Yes/No)**	**Date NTO Filed:**	**Bonded Sub? (Yes/No)**	**Has tier billed for work to date? select: (Yes/No)**		**Cumulative dollar amount tier billed for work/materials to date:**	**Tier's most recent invoice is dated through:**	**Tier's most recent release is dated through: *(as noed on releases)***	**Tier's most recent release is PARTIAL or FINAL? Select One**		**Comments:**
Capitol Materials					YES		$28,722.11	3/15/2017	2/28/2017	PARTIAL		
4M Metals					YES		$1,892.70	3/1/2017	2/28/2017	PARTIAL		
Neff Rental					YES		$1,671.28	3/7/2017	2/28/2017	PARTIAL		
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

R - 20023

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That Premier Exteriors LLC (the "Lienor") for and in consideration of the payment of the sum of $ 23,336.10 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

_____

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 31 day of March, 20 17, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 16 day of March, 20 17

Signed, sealed and delivered
in the presence of:

Premier Exteriors LLC
a _____ corporation

_____
Signature
Kim Tredway
Print Name

_____
Signature
Justin Harvey/CEO
Print Name & Title

STATE OF SC

COUNTY OF Jasper

The foregoing instrument was acknowledged before me this 16 day of March, 20 17 by Justin Harvey, CEO of Premier Exteriors LLC, a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

KIM TREDWAY
Notary Public - South Carolina
My Commission Expires
November 25, 2023

_____
NOTARY PUBLIC, STATE OF SC

My Commission Expires: 11/25/23

Balfour Beatty
Construction

Request for Payment

Pay Request # 9
Work Performed Through. 03/31/17

Subcontractor's Name: 1st Choice Glass
Subcontractor's Address: 3321 Westwood Industrial Dr
Monroe, NC 28110

Phone Number
Fax Number

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 03/21/17
Owner: Library Associates, LLC

Description of Work: Glass & Glazing

Original Contract Amount	$1,939,445.00	
Change Order Total	$234,778.50	
Through C/O # 0		
Total Revised Contract	$2,174,223.50	
Previous Work Performed to Date(SSR)	$1,022,794.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site		
Current Month Gross	$384,336.00	
New Work Performed to Date	$1,407,130.00	
Less 10 % Retainage	$140,713.00	
Amount Earned to Date	$1,266,417.00	
Less Previous Net Billings	$920,514.60	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$345,902.40	INTERNAL AUDIT!!

Subcontract [X] Purchase Order [ ]
Other Contract Type

Unit Price [ ] Lump Sum [X]
Bonded [ ] Unbonded [X]

Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]

Insurance Status: Finaled
Insurance Expiration Date: 05/19/17

Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site	Y [ ]	N [X]
If yes, attach stored materials checklist		
Final Payment	Y [ ]	N [X]
If yes, see attached checklist		

Owner Billing Number: 11
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	108005	13026400	546271
Date	Invoice #	Description		
03/31/17	13026400 - 09	13026400 . PE# 09 . 17.03		
Gross Amount		Retainage Amt	Net Amount	
$384,336.00		$19,216.80	$345,902.40	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO		400.50860000.40		NO

Hold Codes: 02- OWNER FUNDING
PM APP
LTR/LTWaivers

Approvals:
PM / Date
CA 03/21/17
PA / Date
APA / Date

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request # 9
Work Performed Through

Subcontractor's Name: 1ST Choice Glass, Inc.
Subcontractor's Address: 3221-A Westwood Industrial Dr.
Monroe, NC 28110
Phone Number: 704 291-7711
Fax Number: 704 291-7011

Project Name: Hotel at Marion Square Job No.: 1302600 Date: 3-17-2017
Owner:

Description of Work:	Glass and Glazing
Original Contract Amount	1,939,445.00
Change Order Total Through C/O #:	234,778.50
Total Revised Contract	2,174,223.50
Value of Work Performed to Date	1,407,130.00
Value of Materials Stored On Site	0
Value of Materials Stored Off Site	0
Current Month (Stored Materials)	0
Total	1,407,130.00
Less 10 % Retainage	140,713.00
Amount Earned to Date	1,266,417.00
Less Previous Billings/Payments	920,514.60
Less Adjustments/Joint Checks	
Less Pending Back Charges	
Total Amount this Requisition	345,902.40

Subcontract ☐ Purchase Order ☐
Other Contract Type

Unit Price ☐ Lump Sum ☐
Bonded ☐ Unbonded ☐

Subguard ☐ Alternate Plan ☐

Contract Increased 20%?	Y ☐	N ☐
If yes, bond rider received	Y ☐	N ☐
EEO Reports Current	Y ☐	N ☐
Certified Payrolls Current	Y ☐	N ☐

Insurance Status
Insurance Expiration Date

Release Attached	Y ☐	N ☐
Tier/Supplier Release # Required	Y ☐	N ☐
Reducing Retention	Y ☐	N ☐
If reducing retainage, reducing	From ☐	To ☐
Consent of Surety for retention reduction if bonded	Y ☐	N ☐
New materials stored off site If yes, attach stored materials checklist	Y ☐	N ☐
Final Payment If yes, see attached checklist	Y ☐	N ☐

Owner Billing Number
Owner Payment Rec'd Date:
Payment Terms:
Pay Select #

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
Date	**Invoice #**	**Description**		
Gross Amount		**Retainage Amt**	**Net Amount**	
$0.00		$0.00	$0.00	
Accrue Tax	**Tax Code**	**Pay Item & Cost Code**		
YES / NO				

Halt Codes

Approvals:
PM / Date PA / Date APA / Date

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

G702/CM

To: Balfour Beatty Construction, LLC
1930 Camden Rd, Suite 280
Charlotte, NC 28203

Project: The Hotel at Marion Square

9

March 17, 2017 ☐

March 1, 2017 ☐

March 31, 2017 ☐

From: 1st Choice Glass Inc
3221 Westwood Industrial Dr.
Monroe, NC 28110

Contract For:

Construction Manager:

Architect:

APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		1,939,445.00
2. Net Change By Change Orders		234,778.50
3. CONTRACT SUM TO DATE		2,174,223.50
4. TOTAL COMPLETED AND STORED TO DATE		1,407,130.00
5. RETAINAGE:		
a. of Completed Work	140,713.00	
b. of Stored Material	0.00	
TOTAL RETAINAGE		140,713.00
6. TOTAL EARNED LESS RETAINAGE		1,266,417.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		920,514.60
8. CURRENT PAYMENT DUE		345,902.40
9. BALANCE TO FINISH, INCLUDING RETAINAGE		907,806.50

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	234,778.50	0.00
Total approval this Month	0.00	0.00
TOTALS	234,778.50	0.00
NET CHANGES by Change Order	234,778.50	

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 show herein is now due.

CONTRACTOR: 1st Choice Glass Inc.

By: _____ Date: 3/17/17

Paul Dustin, Project Manager

Subscribed and sworn before me this 20 day of March 2017

Paul Dustin, Project Manager, personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best his/her knowledge and belief.

Notary Public: _____ My Commission expires: March 15th 202

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify that to the best of their 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.

Jacqueline Hall
Notary Public
Union County
North Carolina

AMOUNT CERTIFIED

CONSTRUCTION MANAGER:

By: _____ Date: _____

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.

R - 20027

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

TORGO SOFTWARE www.TorgoSoftware.com ©1996-2016 ALL RIGHTS RESERVED

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

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

9

March 17, 2017

March 1, 2017

March 31, 2017

A	B	C	D	E	F	G		H	I
Item #	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored To Date	%	Balance to Finish	Retainage
			From Previous Application(s)	This Period					
1	Project Management	20,000.00	12,000.00	0.00		12,000.00	60.00	8,000.00	1,200.00
2	Submittals	25,000.00	20,000.00	0.00		20,000.00	80.00	5,000.00	2,000.00
3	1st Floor								
4	Interior Glazing	90,000.00	0.00	0.00		0.00	0.00	90,000.00	0.00
5	Soffit Mirror	20,000.00	0.00	0.00		0.00	0.00	20,000.00	0.00
6	1st Floor Labor	31,280.00	0.00	0.00		0.00	0.00	31,280.00	0.00
7	2nd Floor								
8	Windows	76,212.00	76,212.00	0.00		76,212.00	100.00	0.00	7,621.20
9	Int Glazing	35,000.00	0.00	0.00		0.00	0.00	35,000.00	0.00
10	Labor	19,280.00	14,460.00	0.00		14,460.00	75.00	4,820.00	1,446.00
11	3rd Floor								
12	Windows	21,170.00	21,170.00	0.00		21,170.00	100.00	0.00	2,117.00
13	Terrace Doors	247,506.00	247,506.00	0.00		247,506.00	100.00	0.00	24,750.60
14	Storefront Doors	9,100.00	0.00	0.00		0.00	0.00	9,100.00	0.00
15	Toilet Doors	31,320.00	0.00	0.00		0.00	0.00	31,320.00	0.00
16	Showers	24,876.00	0.00	0.00		0.00	0.00	24,876.00	0.00
17	Int Glazing	3,800.00	0.00	0.00		0.00	0.00	3,800.00	0.00
18	Labor	21,180.00	7,413.00	0.00		7,413.00	35.00	13,767.00	741.30
19	4th Floor								
20	Windows	114,318.00	114,318.00	0.00		114,318.00	100.00	0.00	11,431.80
21	Toilet Doors	31,320.00	0.00	0.00		0.00	0.00	31,320.00	0.00
22	Showers	24,876.00	0.00	0.00		0.00	0.00	24,876.00	0.00
23	Interior Glazing	3,800.00	0.00	0.00		0.00	0.00	3,800.00	0.00
24	Labor	21,680.00	4,336.00	6,504.00		10,840.00	50.00	10,840.00	1,084.00

A=Line Item Number B=Brief Item Description C=Total Value of Item D=Total of D and E From Previous Application(s) (If Any) E=Total Work Completed For This Application
F=Materials Purchased and Stored for Project G=Total of All Work Completed and Materials Stored for Project H=Remaining Balance of Amount to Finish I=Amount Withheld from G

R - 20028

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

TORGO SOFTWARE www.TorgoSoftware.com ©1996-2016 ALL RIGHTS RESERVED

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

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

9

March 17, 2017

March 1, 2017

March 31, 2017

A	B	C	D	E	F	G		H	I
Item #	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored To Date	%	Balance to Finish	Retainage
			From Previous Application(s)	This Period					
25	5th Floor								
26	Windows	114,318.00	114,318.00	0.00		114,318.00	100.00	0.00	11,431.80
27	Toilet Doors	30,450.00	0.00	0.00		0.00	0.00	30,450.00	0.00
28	Showers	24,185.00	0.00	0.00		0.00	0.00	24,185.00	0.00
29	Interior Glazing	3,800.00	0.00	0.00		0.00	0.00	3,800.00	0.00
30	Labor	21,680.00	2,168.00	8,672.00		10,840.00	50.00	10,840.00	1,084.00
31	6th Floor								
32	Windows	44,457.00	44,457.00	0.00		44,457.00	100.00	0.00	4,445.70
33	Terrace	153,218.00	0.00	153,218.00		153,218.00	100.00	0.00	15,321.80
34	Toilet Doors	17,400.00	0.00	0.00		0.00	0.00	17,400.00	0.00
35	Showers	13,820.00	0.00	0.00		0.00	0.00	13,820.00	0.00
36	Interior Glazing	3,800.00	0.00	0.00		0.00	0.00	3,800.00	0.00
37	Labor	17,380.00	0.00	8,690.00		8,690.00	50.00	8,690.00	869.00
38	7th Floor								
39	Windows	99,499.00	99,499.00	0.00		99,499.00	100.00	0.00	9,949.90
40	Toilet Doors	21,750.00	0.00	0.00		0.00	0.00	21,750.00	0.00
41	Showers	17,275.00	0.00	0.00		0.00	0.00	17,275.00	0.00
42	Interior Glazing	3,800.00	0.00	0.00		0.00	0.00	3,800.00	0.00
43	Labor	18,380.00	0.00	9,190.00		9,190.00	50.00	9,190.00	919.00
44	8th Floor								
45	Windows	99,499.00	69,662.00	29,837.00		99,499.00	100.00	0.00	9,949.90
46	Toilet Doors	22,620.00	0.00	0.00		0.00	0.00	22,620.00	0.00
47	Showers	17,966.00	0.00	0.00		0.00	0.00	17,966.00	0.00
48	Interior Glazing	3,800.00	0.00	0.00		0.00	0.00	3,800.00	0.00

R - 20029

A=Line Item Number B=Brief Item Description C=Total Value of Item D=Total of D and E From Previous Application(s) (If Any) E=Total Work Completed For This Application
F=Materials Purchased and Stored for Project G=Total of All Work Completed and Materials Stored for Project H=Remaining Balance of Amount to Finish I=Amount Withheld from G

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

TORGO SOFTWARE www.TorgoSoftware.com ©1998-2016 ALL RIGHTS RESERVED

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

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

9

March 17, 2017

March 1, 2017

March 31, 2017

A	B	C	D	E	F	G		H	I
Item #	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored To Date	%	Balance to Finish	Retainage
			From Previous Application(s)	This Period					
49	Labor	18,380.00	0.00	9,190.00		9,190.00	50.00	9,190.00	919.00
50	9th Floor								
51	Nana Walls	155,000.00	115,000.00	0.00		115,000.00	74.19	40,000.00	11,500.00
52	Storefront	16,900.00	0.00	0.00		0.00	0.00	16,900.00	0.00
53	Labor	17,875.00	0.00	0.00		0.00	0.00	17,875.00	0.00
54									
55	Mock Ups	10,275.00	10,275.00	0.00		10,275.00	100.00	0.00	1,027.50
56	Composite Clean Up	3,200.00	0.00	0.00		0.00	0.00	3,200.00	0.00
57	Caulking	18,000.00	0.00	0.00		0.00	0.00	18,000.00	0.00
58	Mobilization	19,000.00	0.00	19,000.00		19,000.00	100.00	0.00	1,900.00
59	Sundries & Fab Supplies	60,000.00	0.00	15,000.00		15,000.00	25.00	45,000.00	1,500.00
60	Change Order #1	0.00	0.00	0.00		0.00		0.00	0.00
61	Change Order #2	175,035.00	50,000.00	125,035.00		175,035.00	100.00	0.00	17,503.50
62	Change Order #3	11,388.50	0.00	0.00		0.00	0.00	11,388.50	0.00
63	Change Order #4	48,355.00		0.00		0.00	0.00	48,355.00	0.00
	GRAND TOTAL:	2,174,223.50	1,022,794.00	384,336.00		1,407,130.00	64.72	767,093.50	140,713.00

R - 20030

A=Line Item Number B=Brief Item Description C=Total Value of Item D=Total of D and E From Previous Application(s) (If Any) E=Total Work Completed For This Application
F=Materials Purchased and Stored for Project G=Total of All Work Completed and Materials Stored for Project H=Remaining Balance of Amount to Finish I=Amount Withheld from G

TORGO SOFTWARE www.TorgoSoftware.com ©1995-2016 ALL RIGHTS RESERVED

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That 1ST Choice Glass, Inc (the "Lienor") for and in consideration of the payment of the sum of $ 345,902.40 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 20th day of March, 2017, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 17th day of March, 2017

Signed, sealed and delivered
in the presence of:

Heidi S. Hall
Signature
Heidi S. Hall
Print Name

1ST Choice Glass, Inc
a NC corporation

Signature
Jason A. Savage CFO
Print Name & Title

STATE OF NC

COUNTY OF Union

The foregoing instrument was acknowledged before me this 17th day of March, 2017 by Jason A. Savage, CFO of 1ST Choice Glass, Inc, a NC corporation on, on behalf of the corporation. He/she is personally known to me or has produced Corporation (type of identification) as identification.

Jacqueline Clark
NOTARY PUBLIC, STATE OF North Carolina

My Commission Expires: March 1st 2021

Jacqueline Clark
Notary Public
Union County
North Carolina

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	3-17-17

PRIME SUB'S NAME	per Carolina Glass, Inc
Attachment for Pay Req #:	9
for Month Ending:	3-20-17

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)		Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: (as need on releases)	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
SAMPLE TIER *123 Example Dr.* *Somewhere, NC 27607* *919-834-1234*	*yes - PIT*	*NO*	*N/A*		*YES*	*NO*	*$12,123.00*	*4/27/2010*	*3/31/2010*	*PARTIAL*	*FINAL*	*thru March 2010*
Carolina Architectural Products	WD				YES	NO	Tole, Supplier			PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

R - 20032

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request #: 6
Work Performed Through: 03/31/17

Subcontractor's Name	Buck Lumber & Building Supply
Subcontractor's Address	1911 Maybank Hwy
	Charleston, SC 29412-2115
Phone Number	843-795-0150
Fax Number	843-795-0165

Project Name: Hotel at Marion Square
Owner: Library Associates, LLC
Job No.: 13026400
Date: 03/17/17

Description of Work:	Building Supplies/Blocking	
Original Contract Amount	$85,000.00	
Change Order Total	$0.00	
Through C/O # 0		
Total Revised Contract	$85,000.00	
Previous Work Performed to Date(SSR)	$13,028.31	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$6,537.12	
New Work Performed to Date	$19,565.43	
Less 0 % Retainage	$0.00	
Amount Earned to Date	$19,565.43	
Less Previous Net Billings	$13,028.31	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$6,537.12	

Subcontract [X] Purchase Order [ ]
Other Contract Type

Unit Price [ ] Lump Sum [X]
Bonded [ ] Unbonded [X]

Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	Finaled	
Insurance Expiration Date	11/01/17	
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing Consent of Surety for retention reduction if bonded	From [ ] Y [ ]	To [X] N [ ]
New materials stored off site If yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

Owner Billing Number: N/A
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #:

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
50000	3423077	13026400	

Date	Invoice #	Description
03/31/17	13026400 - 06	13026400 . PE# 06 . 170331

Gross Amount	Retainage Amt
$6,537.12	

Trade Account?	Tax Code	Pay It
NO		

Halt Codes: Cond Waiver

Approvals:
PM / Date
CA 03/17/17
PA / Date
APA / Date

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BUCK
Lumber & Building
Supply, Inc.

1911 Maybank Hwy.
Charleston, SC 29412-2115
843-795-0150
Fax: 843-795-0165
www.bucklumber.com

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

TRANSACTION TYPE
CHARGE SALE

STORE NAME
BUCK LUMBER

AUTH: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

SOLD TO: BALFOUR BEATTY CONST LLC
1930 CAMDEN RD/SUITE 280

CHARLOTTE, NC 28203

SHIP TO:
BALFB/HOTEL@MARION SQ
404 KING ST

CHARLESTON, SC 29403

CUST CODE	TIME	TRANS#	DATE	STR	SLS#	W/B	TILL	O/O#	ORDER DT	DATE WANTED	ZONE
BALFB98	14:31	1234491	021717	1	14	40	041	123449	02/16/17		

REFERENCE NUMBER	CUSTOMER ORDER#	ORDERED BY	BUCK PO#	DUE IN DATE	SALESMAN
	054-HOTEL @ M S				BYRON CLARK

LN	ITEM CODE	ORD	SHIP	DESCRIPTION			PRICE/UNIT	EXTENSION
1	1610T	12	12	1 x 6 x 10' TREATED #2 (WET)			4.890 EACH	58.68
2	7227671	2	2	24530 TAPCON 1/4X2-3/4 HWH(150)			28.990 EACH	57.98
				Total Ship Units: 194.000 LB				

NET AMT	DISC	TAX%	TAX AMT	TOTAL AMT
116.66		8.500	9.92	126.58

Inspect Shipments Upon Receipt. Any errors or irregularities must be reported to us in writing within 24 hours of receipt. All Special Orders Are Not Returnable for Credit Signature _____

ORIGINAL INVOICE

R - 20034

BUCK
Lumber & Building Supply, Inc.

1911 Maybank Hwy.
Charleston, SC 29412-2115
843-795-0150
Fax: 843-795-0165
www.bucklumber.com

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

TRANSACTION TYPE
CHARGE SALE

STORE NAME
BUCK LUMBER

AUTH: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

SOLD TO: BALFOUR BEATTY CONST LLC
1930 CAMDEN RD/SUITE 280

CHARLOTTE, NC 28203

SHIP TO:
BALFB/HOTEL@MARION SQ
404 KING ST

CHARLESTON, SC 29403

CUST CODE	TIME	TRANS#	DATE	STR	SLS#	W/B	TILL	O/Q#	ORDER DT	DATE WANTED	ZONE
BALFB98	13:13	1241661	022217	1	14	40	041	124166	02/21/17	02/22/17	

REFERENCE NUMBER	CUSTOMER ORDER#	ORDERED BY	BUCK PO#	DUE IN DATE	SALESMAN
	054-HOTEL @ M S				BYRON CLARK

LN	ITEM CODE	ORD	SHIP	DESCRIPTION			PRICE/UNIT	EXTENSION
1	2414T	52	52	2X4-14 TREATED #2 PRIME GC			9.560 PC	497.12
2	2610T	32	32	2X6-10 TREATED #2 PRIME GC			8.400 PC	268.80
3	8129652	7	7	24330 SCREWS 1/4X2-3/4 HH 75PK			23.990 EACH	167.93
				Total Ship Units: 2591.000 LB				

NET AMT	DISC	TAX%	TAX AMT	TOTAL AMT
933.80		8.500	79.38	1013.23

Inspect Shipments Upon Receipt. Any errors or irregularities must be reported to us in writing within 24 hours of receipt. All Special Orders Are Not Returnable for Credit Signature _____

ORIGINAL INVOICE
R - 20035

BUCK
Lumber & Building Supply, Inc.

1911 Maybank Hwy.
Charleston, SC 29412-2115
843-795-0150
Fax: 843-795-0165
www.bucklumber.com

TRANSACTION TYPE
CHARGE SALE

STORE NAME
BUCK LUMBER

AUTH: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

SOLD TO: BALFOUR BEATTY CONST LLC
1930 CAMDEN RD/SUITE 280

CHARLOTTE, NC 28203

SHIP TO:
BALFB/HOTEL@MARION SQ
404 KING ST

CHARLESTON, SC 29403

CUST CODE	TIME	TRANS#	DATE	STR	SLS#	W/B	TILL	O/Q#	ORDER DT	DATE WANTED	ZONE
BALFB98	14:02	1247191	022417	1	14	40	041	124719	02/23/17	02/24/17	

REFERENCE NUMBER	CUSTOMER ORDER#	ORDERED BY	BUCK PO#	DUE IN DATE	SALESMAN
	054-HOTEL @ M S				BYRON CLARK

LN	ITEM CODE	ORD	SHIP	DESCRIPTION			PRICE/UNIT	EXTENSION
1	8456204	12	12	LN-601 CONSTR ADHES 10OZ			1.790 EACH	21.48
2	2414T	52	52	2X4-14 TREATED #2 PRIME GC			9.560 PC	497.12
3	1616T	10	10	1 X 6 X 16' TREATED #2 (WET)			9.110 EACH	91.10
4	1416T	10	10	1 X 4 X 16' TREATED #2 (WET)			6.110 EACH	61.10
				Total Ship Units: 1962.000 LB				

NET AMT	DISC	TAX%	TAX AMT	TOTAL AMT
670.80		8.500	57.02	727.82

Inspect Shipments Upon Receipt. Any errors or irregularities must be reported to us in writing within 24 hours of receipt. All Special Orders Are Not Returnable for Credit Signature _____

ORIGINAL INVOICE
R - 20036

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BUCK
Lumber & Building Supply, Inc.

1911 Maybank Hwy.
Charleston, SC 29412-2115
843-795-0150
Fax: 843-795-0165
www.bucklumber.com

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

TRANSACTION TYPE
CHARGE SALE

STORE NAME
BUCK LUMBER

AUTH: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

SOLD TO: BALFOUR BEATTY CONST LLC
1930 CAMDEN RD/SUITE 280

CHARLOTTE, NC 28203

SHIP TO:
BALFB/HOTEL@MARION SQ
404 KING ST

CHARLESTON, SC 29403

CUST CODE	TIME	TRANS#	DATE	STR	SLS#	W/B	TILL	O/O#	ORDER DT	DATE WANTED	ZONE
BALFB98	11:26	1252221	030117	1	14	40	041	125222	02/28/17	03/01/17	

REFERENCE NUMBER	CUSTOMER ORDER#	ORDERED BY	BUCK PO#	DUE IN DATE	SALESMAN
	054-HOTEL @ M S				BYRON CLARK

LN	ITEM CODE	ORD	SHIP	DESCRIPTION			PRICE/UNIT	EXTENSION
				****asap please***				
1	6920979	1	1	5LB 3-1/2" HDG COMMON			13.990 EACH	13.99
2	2414T	104	104	2X4-14 TREATED #2 PRIME GC			9.560 PC	994.24
3	2412P	30	30	2X4-12' SOU YEL PINE D4S #2			5.590 PC	167.70
4	716OSB	32	32	7/16-4x8 (OSB) WAFER BOARD			11.570 PC	370.24
	416T	10	10	1 X 4 X 16' TREATED #2 (WET)			6.190 EACH	61.90
				Total Ship Units: 5520.000 LB				

NET AMT	DISC	TAX%	TAX AMT	TOTAL AMT
1608.07		8.500	136.69	1744.76

Inspect Shipments Upon Receipt. Any errors or irregularities must be reported to us in writing within 24 hours of receipt. All Special Orders Are Not Returnable for Credit Signature _____

ORIGINAL INVOICE

R - 20037

BUCK
Lumber & Building Supply, Inc.

1911 Maybank Hwy.
Charleston, SC 29412-2115
843-795-0150
Fax: 843-795-0165
www.bucklumber.com

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

TRANSACTION TYPE
CHARGE SALE

STORE NAME
BUCK LUMBER

AUTH: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

SOLD TO: BALFOUR BEATTY CONST LLC
1930 CAMDEN RD/SUITE 280

CHARLOTTE, NC 28203

SHIP TO:
BALFB/HOTEL@MARION SQ
404 KING ST

CHARLESTON, SC 29403

CUST CODE	TIME	TRANS#	DATE	STR	SLS#	W/B	TILL	O/Q#	ORDER DT	DATE WANTED	ZONE
BALFB98	11:37	1253211	030217	1	14	40	041	125321	02/28/17	03/02/17	

REFERENCE NUMBER	CUSTOMER ORDER#	ORDERED BY	BUCK PO#	DUE IN DATE	SALESMAN
WEYE#1004378123	054-HOTEL @ M S		38372	0301	BYRON CLARK

LN	ITEM CODE	ORD	SHIP	DESCRIPTION			PRICE/UNIT	EXTENSION
1	COVER	1	1	COVER ENTIRE LOAD			0.000 EACH	0.00
2	SOTRTD	20	20	2X6X10' FIRE RET SOID 63095			13.130 EACH	262.60
				Total Ship Units: 21.000 LB				

NET AMT	DISC	TAX%	TAX AMT	TOTAL AMT
262.60		8.500	22.32	284.92

Inspect Shipments Upon Receipt. Any errors or irregularities must be reported to us in writing within 24 hours of receipt. All Special Orders Are Not Returnable for Credit Signature _____

ORIGINAL INVOICE
R - 20038

BUCK
Lumber & Building Supply, Inc.

1911 Maybank Hwy.
Charleston, SC 29412-2115
843-795-0150
Fax: 843-795-0165
www.bucklumber.com

TRANSACTION TYPE
CHARGE SALE

STORE NAME
BUCK LUMBER

AUTH: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

SOLD TO: BALFOUR BEATTY CONST LLC
1930 CAMDEN RD/SUITE 280

CHARLOTTE, NC 28203

SHIP TO:
BALFB/HOTEL@MARION SQ
404 KING ST

CHARLESTON, SC 29403

CUST CODE	TIME	TRANS#	DATE	STR	SLS#	W/B	TILL	O/Q#	ORDER DT	DATE WANTED	ZONE
BALFB98	09:29	1270261	030917	1	14	40	041	127026	03/08/17	03/09/17	

REFERENCE NUMBER	CUSTOMER ORDER#	ORDERED BY	BUCK PO#	DUE IN DATE	SALESMAN
	054-HOTEL @ M S				BYRON CLARK

LN	ITEM CODE	ORD	SHIP	DESCRIPTION			PRICE/UNIT	EXTENSION
1	2412T	52	52	2X4-12 TREATED #2 PRIME GC Total Ship Units: 1352.000 LB			7.170 PC	372.84

NET AMT	DISC	TAX%	TAX AMT	TOTAL AMT
372.84		8.500	31.69	404.53

Inspect Shipments Upon Receipt. Any errors or Irregularities must be reported to us in writing within 24 hours of receipt. All Special Orders Are Not Returnable for Credit Signature _____

ORIGINAL INVOICE
R - 20039

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BUCK
Lumber & Building Supply, Inc.

1911 Maybank Hwy.
Charleston, SC 29412-2115
843-795-0150
Fax: 843-795-0165
www.bucklumber.com

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

TRANSACTION TYPE
CHARGE SALE

STORE NAME
BUCK LUMBER

AUTH: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

SOLD TO: BALFOUR BEATTY CONST LLC
1930 CAMDEN RD/SUITE 280

CHARLOTTE, NC 28203

SHIP TO:
BALFB/HOTEL@MARION SQ
404 KING ST

CHARLESTON, SC 29403

CUST CODE	TIME	TRANS#	DATE	STR	SLS#	W/B	TILL	O/Q#	ORDER DT	DATE WANTED	ZONE
BALFB98	13:48	1275881	031417	1	14	40	041	127588	03/13/17	03/14/17	

REFERENCE NUMBER	CUSTOMER ORDER#	ORDERED BY	BUCK PO#	DUE IN DATE	SALESMAN
	054-HOTEL @ M S				BYRON CLARK

LN	ITEM CODE	ORD	SHIP	DESCRIPTION			PRICE/UNIT	EXTENSION
1	2412T	52	52	2X4-12 TREATED #2 PRIME GC			7.170 PC	372.84
2	2412P	104	104	2X4-12' SOU YEL PINE D4S #2			5.590 PC	581.36
3	7160SB	43	43	7/16-4x8 (OSB) WAFER BOARD			12.190 PC	524.17
4	34CDXT	20	20	3/4X4X8 TREATED CDX PLY.(AG)			29.090 PC	581.80
				Total Ship Units: 6964.200 LB				

NET AMT	DISC	TAX%	TAX AMT	TOTAL AMT
2060.17		8.500	175.11	2235.28

Inspect Shipments Upon Receipt. Any errors or irregularities must be reported to us in writing within 24 hours of receipt. All Special Orders Are Not Returnable for Credit Signature _____

ORIGINAL INVOICE
R - 20040

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request # 3
Work Performed Through: 03/15/17

Paid 3/23/17

Subcontractor's Name: L& W Supply
Subcontractor's Address: 4311 Dorchester Road
North Charleston, SC 29405

Phone Number: 843-747-5842
Fax Number:

Project Name: Hotel at Marion Square
Owner: Library Associates, LLC
Job No.: 13026400
Date: 03/21/17

Description of Work:	Material	
Original Contract Amount	$600.22	
Change Order Total	$4,578.85	
Through C/O #: 0		
Total Revised Contract	$5,179.07	
Previous Work Performed to Date(SSR)	$4,036.56	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$2,285.02	
New Work Performed to Date	$5,179.07	
Less % Retainage	$0.00	
Amount Earned to Date	$5,179.07	
Less Previous Net Billings	$2,894.05	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$2,285.02	

Subcontract [X] Purchase Order [ ]

Other Contract Type

Unit Price [ ] Lump Sum [X]
Bonded [ ] Unbonded [X]

Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [X]	N [ ]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]

Insurance Status
Insurance Expiration Date

Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site	Y [ ]	N [X]
If yes, attach stored materials checklist		
Final Payment	Y [ ]	N [X]
If yes, see attached checklist		

Owner Billing Number: 11

Owner Payment Rec'd Date:

Payment Terms: Pay When Paid

Pay Select #

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	1135634	13026400	
Date	**Invoice #**	**Description**		
03/16/17	13026400 - 03	13026400 . PE# 03 . 17.03		
Gross Amount		**Retainage Amt**	**Net Amount**	
$2,285.02		$114.25	$2,285.02	
Trade Account?	**Tax Code**	**Pay Item & Cost Code**		**Accrue Tax?**
NO		13026400 42040.50610000		NO

Hall Codes: Owner Waiver

Approvals:
PM / Date
CA 03/21/17
PA / Date
APA / Date

Invoice Date	Invocie #	Previously Paid Invoices	Current Invoices Due	Comments
12/7/2016	236319472	$ 600.22		PE01
1/17/2017	236320897	$ 1,027.63		PE02
1/17/2017	236320898	$ 637.98		PE02
2/13/2017	236322501	$ 628.22		PE02
2/28/2017	236322891		$ 1,142.51	PE03
3/10/2017	236323767		$ 1,142.51	PE03
Total		$ 2,894.05	$ 2,285.02	

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

INVOICE

CK Supply - North Charleston
4311 Dorchester Rd.
North Charleston, SC 29405
http://www.lwsupply.com

Bluffton SC	843-757-2000
Columbia SC	803-779-5990
Evans GA	706-210-8008
Myrtle Beach SC	843-626-3663
North Charleston SC	843-747-5842
Raleigh NC	919-250-3313
Savannah GA	912-232-9580
Simpsonville SC	864-967-2743
Wilmington NC	910-395-2617

Customer Number	4010446
Invoice Number	236322891
Invoice Date	2/24/17
Payment Due Date	3/10/17
Total Amount Due	1142.51

Make Checks Payable & Remit To:
C-K Supply
PO Box 415421
Boston, MA 02241-5421

RECEIVED
MAR 20 2017
By

7271 1 MB 0.423 E0253X I0385 D2267945043 SZ P4003679 0001:0001

BALFOUR BEATTY CONST, LLC
3100 MCKINNON ST 6TH FL
DALLAS TX 75201-1081

SHIP TO: 00003
Marion Square Hotel
404 King St
Charleston SC 29401

TO VIEW AND PAY ONLINE GO TO: http://lwsupply.billtrust.com USE THIS ENROLLMENT TOKEN: MKK VFL QRK ENROLL WITH THIS ACCOUNT #: 3314010446

Customer Order No.	Order Date	Req. Date	Ship Date	Ship Via	Sold To Code	Our Order No.	From Order No.	B/O Order No.
MARTY	2/23/17	2/24/17	2/24/17	CHRIS	4010446	2361414422		331001

Commodity Code	Quantity Ordered	Quantity Shipped	Product Description	Extended Quantity	Unit	Price Per Unit	Sales Amount
600FS1018	100	100	6" FLAT STOCK 10' 18GA	1.000	MLF	965.00	965.00
236Z	1	1	1-1/4" WAFER D/P 5M	1.000	BOX	88.00	88.00

Vendor # 1135434 PA C.A 3/20/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
1300	42540	50.10000	$ 1142.51
			$

MGR APPROVAL

$

$

Batch # 2365520
Dec # 1443694

DISCOUNT AVAILABLE		SUB-TOTAL	1,053.00
DISCOUNT DUE DATE		TAX S SC 8.500	89.51
TOTAL INVOICE PAST DUE DATE	3/10/17	TOTAL INVOICE	1,142.51

R - 20043

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

INVOICE

CK Supply - North Charleston
4311 Dorchester Rd.
North Charleston, SC 29405
http://www.lwsupply.com

Bluffton SC	843-757-2000
Columbia SC	803-779-5990
Evans GA	706-210-8008
Myrtle Beach SC	843-626-3663
North Charleston SC	843-747-5842
Raleigh NC	919-250-3313
Savannah GA	912-232-9580
Simpsonville SC	864-967-2743
Wilmington NC	910-395-2617

Do not reply to the fax number or email address sending this document. Please contact your local branch.

Customer Number	4010446
Invoice Number	236323767
Invoice Date	3/10/17
Payment Due Date	4/10/17
Total Amount Due	1142.51

Make Checks Payable & Remit To:
C-K Supply
PO Box 415421
Boston, MA 02241-5421

SHIP TO: 00003

Marion Square Hotel
404 King St
Charleston SC 29401

BALFOUR BEATTY CONST, LLC
3100 MCKINNON ST 6TH FL
DALLAS TX 75201-1081

TO VIEW AND PAY ONLINE GO TO: http://lwsupply.billtrust.com | USE THIS ENROLLMENT TOKEN: MKK VFL QRK | ENROLL WITH THIS ACCOUNT #: 3314010446

Customer Order No.	Order Date	Req. Date	Ship Date	Ship Via	Sold To Code	Our Order No.	From Order No.	B/O Order No.
MARTY	3/09/17	3/10/17	3/10/17	HEYWARD	4010446	2361415319		331001

Commodity Code	Quantity Ordered	Quantity Shipped	Product Description	Extended Quantity	Unit	Price Per Unit	Sales Amount
600FS1018	100	100	6" FLAT STOCK 10' 18GA	1.000	MLF	965.00	965.00
234Z	1	1	1 1/2" WAFER D/P ZINC 10M	1.000	BOX	88.00	88.00

Vendor # 1135634 PA

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
1306406	42040	SC Proj	$ 1,142.51
			$

MGR APPROVAL — LESS Retainage Withheld $

Net Amount Due $

Batch # 2365520
Doc # 1443696

DISCOUNT AVAILABLE		SUB-TOTAL	1,053.00
DISCOUNT DUE DATE		TAX S SC 8.500	89.51
TOTAL INVOICE PAST DUE DATE	4/10/17	TOTAL INVOICE	1,142.51

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty Construction

Request for Payment

Pay Request # 3
Work Performed Through: 03/31/17

Subcontractor's Name: StaffZone
Subcontractor's Address: PO Box 890722
Charlotte, NC 28289-0722

Phone Number: 843-308-9663
Fax Number:

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 03/09/17
Owner: Library & Associates

Description of Work: Skilled Labor

Original Contract Amount	$27,169.55	
Change Order Total	$15,867.82	
Through C/O #: 0		
Total Revised Contract	$43,037.37	
Previous Work Performed to Date(SSR)	$43,037.37	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$0.00	
New Work Performed to Date	$67,606.08	
Less 0 % Retainage	$0.00	
Amount Earned to Date	$67,606.08	
Less Previous Net Billings	$43,037.37	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$24,568.71	

Subcontract [X] Purchase Order [ ]
Other Contract Type:
Unit Price [ ] Lump Sum [X]
Bonded [ ] Unbonded [X]
Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [X]	N [ ]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]

Insurance Status: Universal
Insurance Expiration Date:

Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site	Y [ ]	N [X]

If yes, attach stored materials checklist

Final Payment Y [ ] N [X]
If yes see attached checklist

Owner Billing Number: N/A
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #:

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	1967290	13026400	

Date	Invoice #	Description
03/31/17	13026400 - 03	13026400 . PE# 03 . 170331

Gross Amount	Retainage Amt	Net Amount
$0.00	$0.00	$24,568.71

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		50510000.00000000	NO

Hold Codes: 03- Cond Prog

Approvals:
PM / Date
CA 02/22/17
PA / Date
APA / Date

EXHIBIT A

StaffZone

FRANKLIN PARK

JOB#: 13026400 CONTRACT#: 0 PAY APP# : 3

March 31, 2017

INVOICE DATE	INVOICE #	PREVIOUSLY PAID INVOICES	CURRENT INVOICES DUE	COMMENTS
11/01/2016-01/01/2017	Steve Hires-590 Hrs	$ 11,959.48		
11/01/2016-01/01/2017	Eric Shoemaker-40 Hrs	$ 799.60		
11/01/2016-01/01/2017	Tommie Sommers-547 Hrs	$ 12,691.31		
11/01/2016-01/01/2017	Lindsey (Butch) Thomason-84 Hrs	$ 1,719.16		
1/29/2017	CH-15049491	$ 1,944.32		
1/22/2017	CH-15049430	$ 2,199.23		
2/5/2017	CH 15049571	$ 181.62		
2/12/2017	CA-15202300	$ 3,279.33		
2/12/2017	CH-15049637	$ 3,215.08		
2/12/2017	CH-15049639	$ 2,139.23		
2/19/2017	CA-15202305	$ 2,909.01		
2/5/2017	CH-15049569		$ 1,291.52	paid 03/09/17
2/19/2017	CH-15049712		$ 3,088.95	
2/19/2017	CH-15049714		$ 1,317.04	
2/26/2017	CH-15049777		$ 5,267.83	
2/26/2017	CA-15202338		$ 1,903.37	
3/5/2017	CA-15202374		$ 2,304.17	
3/5/2017	CH-15049954		$ 4,765.30	
3/5/2017	CH-15049955		$ 1,212.07	
3/12/2017	CA-15202406		$ 1,696.68	
3/19/2017	CA-15202444		$ 1,721.78	
		$ 43,037.37	$ 24,568.71	

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2022 May-16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

REMIT PAYMENT TO:
STAFF ZONE
P.O. Box 890722
Charlotte, NC 28289-0722
(843) 308-9663

INVOICE

Invoice Number: CH-15049569
Invoice Date: 2/5/2017
Invoice Amount: $1,291.52
Amount Paid: _____

TERMS: NET CASH SEVEN (7) DAYS. PAST DUE 31ST, 18% INTEREST ANNUM (1.5% per month) THEREAFTER.

BALFOUR BEATTY CONSTRUCTION
AP
1930 CAMDEN RD STE-280
CHARLOTTE NC, 28203

PO #:13026000/SKILLED CARPENTERS
Customer Number: 50BALF

Staff Zone is pleased to announce our expansion into the Durham, NC market. Since 2001 Staff Zone has been growing throughout the Southeast and beyond becoming a leading supplier of temporary labor for the Construction and Industrial industries.

↑ Please remit this stub with payment ↑

			Regular		Overtime		
Date	Description	Ticket Number	Hours	Rate	Hours	Rate	Amount
1/30/2017	HIERS, STEVE MICHAEL	645151	8.00	$19.99	0.00	$0.00	$159.92
1/30/2017	SHOEMAKER, ERIC M	645151	8.00	$19.99	0.00	$0.00	$159.92
1/31/2017	HIERS, STEVE MICHAEL	645260	8.00	$19.99	0.00	$0.00	$159.92
1/31/2017	SHOEMAKER, ERIC M	645260	8.00	$19.99	0.00	$0.00	$159.92
2/1/2017	HIERS, STEVE MICHAEL	852539	8.00	$19.99	0.00	$0.00	$159.92
2. 17	HIERS, STEVE MICHAEL	852621	8.00	$19.99	0.00	$0.00	$159.92
2/3/2017	HIERS, STEVE MICHAEL	852698	8.00	$19.99	0.00	$0.00	$159.92
2/3/2017	SHOEMAKER, ERIC M	852698	8.00	$19.99	0.00	$0.00	$159.92
	ACA Benefits Surcharge		64.00	$0.19	0.00	$0.00	$12.16

Vendor # 1967290 PA CA 3/10/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026000	42611	50600	$1,291.52
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

Paid 3/9/17

Total Due: $1,291.52

Invoice Number: CH-15049569
Invoice Date: 2/5/2017
Invoice Amount: $1,291.52

THANK YOU FOR USING STAFF ZONE

Atlanta-Doraville, GA
770-220-9950
Atlanta-East Point, GA
404-762-2512
Atlanta-Marietta, GA
8-903-6545
Austin, TX
512-452-8367
Brunswick, GA
912-264-5500
Charleston, SC
843-308-9663
Charlotte, NC
704-714-9663
Columbia, SC
803-399-9663
Columbus, GA
706-324-1780
Dallas, TX
972-258-9663
Denver, CO
720-638-4972
Ft. Worth, TX
817-900-9000
Greensboro, NC
336-553-2970
Jacksonville, FL
904-634-0052
Nashville, TN
615-242-9663
Orlando, FL
407-413-5066
Raleigh, NC
919-863-9663
Richmond, VA
804-644-9663
Savannah, GA
912-965-9120
Tampa, FL
813-972-9663

Company: BALFOUR BEATTY CONSTRUCTION
(Bill To)

Job Site Name & Address: KING STREET CHARLESTON. SC 29401

P O 13026000/SKILLED CARPENTERS

Report to: MARTY

Time: 7AM

No of Workers Needed: 1

☒ Yes ☐ No
(Circle Day Needed)
Mon Tues Wed Thurs Fri Sat Sun

How Many? 2 Time? _____ Report to: _____

x _____ Flynn Szaczy
Authorized Signature Print Name

Reachable Phone Number:

Job Description: Skilled Carpenter

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
[illegible]								
[illegible]								

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS: 16

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

CORPORATE COPY

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Atlanta-Doraville, GA
770-220-9950
Atlanta-East Point, GA
404-762-2512
Atlanta-Marietta, GA
[illegible]-903-6545
Austin, TX
512-452-8367
Brunswick, GA
912-264-5500
Charleston, SC
843-308-9663
Charlotte, NC
704-714-9663
Columbia, SC
803-399-9663
Columbus, GA
706-324-1780
Dallas, TX
972-258-9663
Denver, CO
720-638-4972
Ft. Worth, TX
817-900-9000
Greensboro, NC
336-553-2970
Jacksonville, FL
904-634-0052
Nashville, TN
615-242-9663
Orlando, FL
407-413-5066
Raleigh, NC
919-863-9663
Richmond, VA
804-644-9663
Savannah, GA
912-965-9120
Tampa, FL
813-972-9663

Company:
(Bill To) BALFOUR BEATTY CONSTRUCTION

Job Site Name
& Address: KING STREET
CHARLESTON. SC 29401

Report To: 13026000/SKILLED CARPENTERS
MARTY

Time: 7AM

No of Workers Needed: 2

☒ Yes ☐ No
(Circle Day Needed)
Mon Tues Wed Thurs Fri Sat Sun

How Many? 1 Time? _____ Report to: _____

x _____ Flynn Szad
Authorized Signature Print Name

Reachable Phone Number:

Job Description:
Skilled Carpenters

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
[illegible]				8	8			
[illegible]								

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS: 8

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

CORPORATE COPY

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Atlanta-Doraville, GA 770-220-9950
Atlanta-East Point, GA 404-762-2512
Atlanta-Marietta, GA 678-903-6545
Austin, TX 512-452-8367
Brunswick, GA 912-264-5500
Charleston, SC 843-308-9663
Charlotte, NC 704-714-9663
Columbia, SC 803-399-9663
Columbus, GA 706-324-1780
Dallas, TX 972-258-9663
Denver, CO 720-638-4972
Ft. Worth, TX 817-900-9000
Greensboro, NC 336-553-2970
Jacksonville, FL 904-634-0052
Nashville, TN 615-242-9663
Orlando, FL 407-413-5066
Raleigh, NC 919-863-9663
Richmond, VA 804-644-9663
Savannah, GA 912-965-9120
Tampa, FL 813-972-9663

Date: 5/11/2023

Company: (Bill To) BALFOUR BEATTY CONSTRUCTION

Job Site Name & Address: KING STREET CHARLESTON. SC 29401

P.O. Report to: 13026000/SKILLED CARPENTERS MARTY

Time: 7AM

No of Workers Needed: 2

Repeat Work Order? ☒ Yes ☐ No

(Circle Day Needed)

Mon Tues Wed Thurs Fri Sat Sun

How Many? 1 Time? 7 Report to:

x _____ Authorized Signature

Lynn Szady Print Name

Reachable Phone Number:

Job Description: Skilled Carpenter

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
BEERS, AUSTIN MICHAEL			8					8
THOMPSON, ERIC M			8					8

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS: 16

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

CORPORATE COPY

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFF ZONE

Atlanta-Doraville, GA 770-220-9950
Atlanta-East Point, GA 404-762-2512
Atlanta-Marietta, GA 678-903-6545
Austin, TX 512-452-8367
Brunswick, GA 912-264-5500
Charleston, SC 843-308-9663
Charlotte, NC 704-714-9663
Columbia, SC 803-399-9663
Columbus, GA 706-324-1780
Dallas, TX 972-258-9663
Denver, CO 720-638-4972
Ft. Worth, TX 817-900-9000
Greensboro, NC 336-553-2970
Jacksonville, FL 904-634-0052
Nashville, TN 615-242-9663
Orlando, FL 407-413-5066
Raleigh, NC 919-863-9663
Richmond, VA 804-644-9663
Savannah, GA 912-965-9120
Tampa, FL 813-972-9663

Company:
(Bill To) BALFOUR BEATTY CONSTRUCTION

Job Site Name
& Address: KING STREET
CHARLESTON, SC 29401

Report to: 13026000
MARTY

Time:
7AM

No of Workers Needed: 1

☑ Yes ☐ No
(Circle Day Needed)
Mon Tues (Wed) Thurs Fri Sat Sun

How Many? 2 Time? _____ Report to: Flynn

x Ryan L Ryan Ledford
Authorized Signature Print Name

Reachable Phone Number:

Job Description:
Skilled Carpenter

Remarks: STEVE - BLOCKING - L3
ERIC - 3 Hrs Blocking, 5 Hrs Headers

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Yes/No
HELP, STEVE VINCENT		8	8					16	
Eric Schmidt		8	8					16	

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS: 16

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

CORPORATE COPY

ELECTRONICALLY FILED - 2023 May 23 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Atlanta-Doraville, GA 770-220-9950
Atlanta-East Point, GA 404-762-2512
Atlanta-Marietta, GA 78-903-6545
Austin, TX 512-452-8367
Brunswick, GA 912-264-5500
Charleston, SC 843-308-9663
Charlotte, NC 704-714-9663
Columbia, SC 803-399-9663
Columbus, GA 706-324-1780
Dallas, TX 972-258-9663
Denver, CO 720-638-4972
Ft. Worth, TX 817-900-9000
Greensboro, NC 336-553-2970
Jacksonville, FL 904-634-0052
Nashville, TN 615-242-9663
Orlando, FL 407-413-5066
Raleigh, NC 919-863-9663
Richmond, VA 804-644-9663
Savannah, GA 912-965-9120
Tampa, FL 813-972-9663

Company: (Bill To) BALFOUR BEATTY CONSTRUCTION

Job Site Name & Address: KING STREET CHARLESTON. SC 29401

Report To: 13026000 MARTY

Time: 7AM

No of Workers Needed: 1

Repeat Work Order? ☑ Yes ☐ No

(Circle Day Needed)

Mon (Tues) Wed Thurs Fri Sat Sun

How Many? 2 Time? 7AM Report to: Pete

X Pete Watson Pete Watson
Authorized Signature Print Name

Reachable Phone Number: 843-735-8357

Job Description: Skilled Carpenter

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
[illegible]		8			8			16

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS: 16

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

CORPORATE COPY

ELECTRONICALLY FILED - 2023 May 16 2:02 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 03:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

REMIT PAYMENT TO:
STAFF ZONE
P.O. Box 890722
Charlotte, NC 28289-0722
(843) 308-9663

INVOICE

Invoice Number: CH-15049712
Invoice Date: 2/19/2017
Invoice Amount: $3,088.95
Amount Paid: _____

TERMS: NET CASH SEVEN (7) DAYS PAST DUE 1ST 18% INTEREST ASSUMED (1½% per month) THEREAFTER

BALFOUR BEATTY CONSTRUCTION
AP
1930 CAMDEN RD STE-280
CHARLOTTE NC, 28203

PO # 13026000/SKILLED CARPENTERS

Customer Number: 50BALF

Staff Zone is pleased to announce our expansion into the Durham, NC market. Since 2001 Staff Zone has been growing throughout the Southeast and beyond becoming a leading supplier of temporary labor for the Construction and Industrial industries.

† Please remit this stub with payment †

			Regular		Overtime		
Date	Description	Ticket Number	Hours	Rate	Hours	Rate	Amount
2/12/2017	HIERS, STEVE MICHALL ***	853242	0.00	$0.00	5.00	$29.99	$149.95
2/13/2017	SHIVERS, KAREEM ***	853254	9.00	$19.99	0.00	$0.00	$179.91
2/13/2017	GROSS, THOMAS M ***	853254	9.00	$19.99	0.00	$0.00	$179.91
2/14/2017	HIERS, STEVE MICHAEL ***	853271	9.00	$19.99	0.00	$0.00	$179.91
2/14/2017	SHIVERS, KAREEM ***	853307	8.00	$19.99	0.00	$0.00	$159.92
2/ /17	GROSS, THOMAS M ***	853307	9.00	$19.99	0.00	$0.00	$179.91
2/15/2017	HIERS, STEVE MICHAEL ***	853331	9.00	$19.99	0.00	$0.00	$179.91
2/15/2017	SHIVERS, KAREEM ***	853379	10.00	$19.99	0.00	$0.00	$199.90
2/15/2017	GROSS, THOMAS M ***	853379	9.00	$19.99	0.00	$0.00	$179.91
2/16/2017	HIERS, STEVE MICHAEL ***	853424	9.00	$19.99	0.00	$0.00	$179.91
2/16/2017	SHIVERS, KAREEM ***	853425	9.00	$19.99	0.00	$0.00	$179.91
2/16/2017	GROSS, THOMAS M ***	853425	9.00	$19.99	0.00	$0.00	$179.91
2/17/2017	SHIVERS, KAREEM ***	853494	0.00	$0.00	5.00	$29.99	$149.95
2/17/2017	SHIVERS, KAREEM ***	853494	4.00	$19.99	0.00	$0.00	$79.96
2/17/2017	GROSS, THOMAS M ***	853494	0.00	$0.00	5.00	$29.99	$149.95
2/17/2017	GROSS, THOMAS M ***	853494	4.00	$19.99	0.00	$0.00	$79.96

Vendor # 196290 PA CB 3/10/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026000	9201	5C61CCCC	$ 3,088.95
			$

MGR APPROVAL

LESS Retainage Withheld

Net Amount Due

Invoice Number: CH-15049712
Invoice Date: 2/19/2017
Invoice Amount: $3,088.95

THANK YOU FOR USING STAFF ZONE

REMIT PAYMENT TO:
STAFF ZONE
P.O. Box 890722
Charlotte, NC 28289-0722
(843) 308-9663

INVOICE

Invoice Number: CH-15049712
Invoice Date: 2/19/2017
Invoice Amount: $3,088.95

Amount Paid _____

TERMS: NET CASH SEVEN (7) DAYS PAST DUE 1IST 18% INTEREST ANNUM (1.5% per month) THEREAFTER

Staff Zone is pleased to announce our expansion into the Durham, NC market. Since 2001 Staff Zone has been growing throughout the Southeast and beyond becoming a leading supplier of temporary labor for the Construction and Industrial industries.

BALFOUR BEATTY CONSTRUCTION
AP
1930 CAMDEN RD STE-280
CHARLOTTE NC, 28203

PO # 13026000/SKILLED CARPENTERS

Customer Number: 50BALF

			Regular		Overtime		
Date	Description	Ticket Number	Hours	Rate	Hours	Rate	Amount
2/18/2017	SHIVERS, KAREEM ***	853579	0.00	$0.00	8.00	$29.99	$239.92
2/18/2017	GROSS, THOMAS M ***	853579	0.00	$0.00	8.00	$29.99	$239.92
	ACA Benefits Surcharge		107.00	$0.19	[illegible]	$0.00	$20.33

Total Due: $3,088.95

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFF ZONE

Atlanta-Doraville, GA
770-220-9950
Atlanta-East Point, GA
404-762-2512
Atlanta-Marietta, GA
678-903-6545
Austin, TX
[illegible]-452-8367
Brunswick, GA
912-264-5500
Charleston, SC
843-308-9663
Charlotte, NC
704-714 9663
Columbia, SC
803-399-9663
Columbus, GA
706-324-1780
Dallas, TX
972-258-9663
Denver, CO
720-638-4972
Ft. Worth, TX
817-900-9000
Greensboro, NC
336-553-2970
Jacksonville, FL
904-634-0052
Nashville, TN
615-242-9663
Orlando, FL
407-413-5066
Raleigh, NC
919-863-9663
Richmond, VA
804-644-9663
Savannah, GA
912-965-9120
Tampa, FL
813-972-9663

Company:
(Bill To)

Job Site Name
& Address:

Report to:

Time:

No of Workers Needed:

☐ Yes ☐ No
(Circle Day Needed)
Mon Tues Wed Thurs Fri Sat Sun

How Many?_____Time? ___ Report to:_____

X_____
Authorized Signature Print Name

Reachable Phone Number:

Job Description:

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

SUPERVISION REQUIRED TOTAL BILLABLE HOURS:

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

INVOICE COPY

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Atlanta-Doraville, GA
770-220-9950
Atlanta-East Point, GA
404-762-2512
Atlanta-Marietta, GA
678-903-6545
stin, TX
452-8367
Brunswick, GA
912 264-5500
Charleston, SC
843-308-9663
Charlotte, NC
704-714-9663
Columbia, SC
803-399-9663
Columbus, GA
706-324-1780
Dallas, TX
972-258-9663
Denver, CO
720-638-4972
Ft. Worth, TX
817-900-9000
Greensboro, NC
336-553-2970
Jacksonville, FL
904-634-0052
Nashville, TN
615-242-9663
Orlando, FL
407-413-5066
Raleigh, NC
919-863-9663
Richmond, VA
804-644-9663
Savannah, GA
912-965-9120
Tampa, FL
813-972-9663

Company:
(Bill To)

Job Site Name
& Address:

Report to:

Time:

No of Workers Needed:

☐ Yes ☐ No
(Circle Day Needed)
Mon Tues Wed Thurs Fri Sat Sun

How Many?_____Time?_____Report to: _____

x_____
Authorized Signature Print Name

Reachable Phone Number:

Job Description:

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

SUPERVISION REQUIRED TOTAL BILLABLE HOURS:

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

INVOICE COPY

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Atlanta-Doraville, GA
770-220-9950
Atlanta-East Point, GA
404-762-2512
Atlanta-Marietta, GA
678-903-6545
Austin, TX
452-8367
Brunswick, GA
912-264-5500
Charleston, SC
843-308-9663
Charlotte, NC
704-714-9663
Columbia, SC
803-399-9663
Columbus, GA
706-324-1780
Dallas, TX
972-258-9663
Denver, CO
720 638-4972
Ft. Worth, TX
817-900-9000
Greensboro, NC
336-553-2970
Jacksonville, FL
904-634-0052
Nashville, TN
615-242-9663
Orlando, FL
407-413-5066
Raleigh, NC
919-863-9663
Richmond, VA
804-644-9663
Savannah, GA
912-965-9120
Tampa, FL
813-972-9663

Company:
(Bill To)

Job Site Name
& Address:

Report to:

Time:

No of Workers Needed:

☐ Yes ☐ No

(Circle Day Needed)

Mon Tues Wed Thurs Fri Sat Sun

How Many?_____Time?_____Report to:_____

x_____

Authorized Signature Print Name

Reachable Phone Number:

Job Description:

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS:

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

INVOICE COPY

ELECTRONICALLY FILED - 2023 May-16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFF ZONE

Atlanta-Doraville, GA
770-220-9950
Atlanta-East Point, GA
404-762-2512
Atlanta-Marietta, GA
678-903-6545
Austin, TX
512-452-8367
Brunswick, GA
912-264-5500
Charleston, SC
843-308-9663
Charlotte, NC
704-714-9663
Columbia, SC
803-399-9663
Columbus, GA
706-324-1780
Dallas, TX
972-258-9663
Denver, CO
720-638-4972
Ft. Worth, TX
817-900-9000
Greensboro, NC
336-553-2970
Jacksonville, FL
904-634-0052
Nashville, TN
615-242-9663
Orlando, FL
407-413-5066
Raleigh, NC
919-863-9663
Richmond, VA
804-644-9663
Savannah, GA
912-965-9120
Tampa, FL
813-972-9663

Company:
(Bill To)

Job Site Name
& Address:

Report to:

Time:

No of Workers Needed:

☐ Yes ☐ No
(Circle Day Needed)
Mon Tues Wed Thurs Fri Sat Sun

How Many? ____ Time? ____ Report to: ____

x ____
Authorized Signature Print Name

Reachable Phone Number:

Job Description:

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS:

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily

INVOICE COPY

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFF ZONE

Atlanta-Doraville, GA
770-220-9950
Atlanta-East Point, GA
404-762-2512
Atlanta-Marietta, GA
678-903-6545
Austin, TX
512-452-8367
Brunswick, GA
912-264-5500
Charleston, SC
843-308-9663
Charlotte, NC
704-714-9663
Columbia, SC
803-399-9663
Columbus, GA
706-324-1780
Dallas, TX
972-258-9663
Denver, CO
720-638-4972
Ft. Worth, TX
817-900-9000
Greensboro, NC
336-553-2970
Jacksonville, FL
904-634-0052
Nashville, TN
615-242-9663
Orlando, FL
407-413-5066
Raleigh, NC
919-863-9663
Richmond, VA
804-644-9663
Savannah, GA
912-965-9120
Tampa, FL
813-972-9663

Date:

Company:
(Bill To)

Job Site Name
& Address:

Report to:

Time:

No of Workers Needed:

Repeat Work Order?
☒ Yes ☐ No
(Circle Day Needed)
Mon Tues Wed Thurs Fri Sat Sun

How Many? ____ Time? ____ Report to: ____

x ____
Authorized Signature Print Name

Reachable Phone Number:

Job Description:

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS:

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily

Atlanta-Doraville, GA
770-220-9950
Atlanta-East Point, GA
404-762-2512
Atlanta-Marietta, GA
678-903-6545
Austin, TX
[illegible]-452-8367
Brunswick, GA
912-264-5500
Charleston, SC
843-308-9663
Charlotte, NC
704-714-9663
Columbia, SC
803-399-9663
Columbus, GA
706-324-1780
Dallas, TX
972-258-9663
Denver, CO
720-638-4972
Ft. Worth, TX
817-900-9000
Greensboro, NC
336-553-2970
Jacksonville, FL
904-634-0052
Nashville, TN
615-242-9663
Orlando, FL
407-413-5066
Raleigh, NC
919-863-9663
Richmond, VA
804-644-9663
Savannah, GA
912-965-9120
Tampa, FL
813-972-9663

Company:
(Bill To)

Job Site Name
& Address:

Report to:

Time:

No of Workers Needed:

☐ Yes ☐ No
(Circle Day Needed)
Mon Tues Wed Thurs Fri Sat Sun

How Many?____ Time?___ Report to:____

x____
Authorized Signature Print Name

Reachable Phone Number:

Job Description:

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS:

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

INVOICE COPY

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFFZONE

Atlanta-Doraville, GA
770-220-9950
Atlanta-East Point, GA
404-762-2512
Atlanta-Marietta, GA
[illegible]-903-6545
[illegible]stin, TX
[illegible]-452-8367
Brunswick, GA
912-264-5500
Charleston, SC
843-308-9663
Charlotte, NC
704-714-9663
Columbia, SC
803-399-9663
Columbus, GA
706-324-1780
Dallas, TX
972-258-9663
Denver, CO
720-638-4972
Ft. Worth, TX
817-900-9000
Greensboro, NC
336-553-2970
Jacksonville, FL
904-634-0052
Nashville, TN
615-242-9663
Orlando, FL
407-413-5066
Raleigh, NC
919-863-9663
Richmond, VA
804-644-9663
Savannah, GA
912-965-9120
Tampa, FL
813-972-9663

Company:
(Bill To)

Job Site Name
& Address:

Report to:

Time:

No of Workers Needed:

☐ Yes ☐ No
(Circle Day Needed)
Mon Tues Wed Thurs Fri Sat Sun

How Many?_____Time?_____Report to:_____

x _____ _____
Authorized Signature Print Name

Reachable Phone Number:

Job Description:

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS:

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

INVOICE COPY

ELECTRONICALLY FILED - 2023 May-16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Atlanta-Doraville, GA
770-220-9950
Atlanta-East Point, GA
404-762-2512
Atlanta-Marietta, GA
478-903-6545
Austin, TX
512-452-8367
Brunswick, GA
912-264-5500
Charleston, SC
843-308-9663
Charlotte, NC
704-714-9663
Columbia, SC
803-399-9663
Columbus, GA
706-324-1780
Dallas, TX
972-258-9663
Denver, CO
720-638-4972
Ft. Worth, TX
817-900-9000
Greensboro, NC
336-553-2970
Jacksonville, FL
904-634-0052
Nashville, TN
615-242-9663
Orlando, FL
407-413-5066
Raleigh, NC
919-863-9663
Richmond, VA
804-644-9663
Savannah, GA
912-965-9120
Tampa, FL
813-972-9663

Company:
(Bill To)

Job Site Name
& Address:

Report to:

Time:

No of Workers Needed:

☐ Yes ☐ No
(Circle Day Needed)
Mon Tues Wed Thurs Fri Sat Sun

How Many?_____ Time? _____ Report to:_____

x_____
Authorized Signature Print Name

Reachable Phone Number:

Job Description:

Remarks

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS:

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactoril

INVOICE COPY

ELECTRONICALLY FILED - 2023 May 06 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Atlanta-Doraville, GA
770-220-9950
Atlanta-East Point, GA
404-762-2512
Atlanta-Marietta, GA
[illegible]8-903-6545
[illegible]ustin, TX
[illegible]2-452-8367
Brunswick, GA
912-264-5500
Charleston, SC
843-308-9663
Charlotte, NC
704-714-9663
Columbia, SC
803-399-9663
Columbus, GA
706-324-1780
Dallas, TX
972 258-9663
Denver, CO
720-638-4972
Ft. Worth, TX
817-900-9000
Greensboro, NC
336-553-2970
Jacksonville, FL
904-634-0052
Nashville, TN
615-242-9663
Orlando, FL
407-413-5066
Raleigh, NC
919-863 9663
Richmond, VA
804-644-9663
Savannah, GA
912-965-9120
Tampa, FL
813-972-9663

Company:
(Bill To)

Job Site Name
& Address:

Report to:

Time:

No of Workers Needed:

☐ Yes ☐ No
(Circle Day Needed)
Mon Tues Wed Thurs Fri Sat Sun

How Many?_____ Time?_____ Report to:_____

x_____
Authorized Signature Print Name

Reachable Phone Number:

Job Description:

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS:

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

INVOICE COPY

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

REMIT PAYMENT TO:
STAFF ZONE
P.O. Box 890722
Charlotte, NC 28289-0722
(843) 308-9663

INVOICE

Invoice Number: CH-15049714
Invoice Date: 2/19/2017
Invoice Amount: $1,317.04

Amount Paid: _____

TERMS: NET CASH SEVEN (7) DAYS PAST DUE 31ST. 18% INTEREST ANNUM (1.5% per month) THEREAFTER

BALFOUR BEATTY CONSTRUCTION
AP
1930 CAMDEN RD STE-280
CHARLOTTE NC, 28203

PO # 13026000 TOMMIE SUMMERS

Customer Number: 50BALF

Staff Zone is pleased to announce our expansion into the Durham, NC market. Since 2001 Staff Zone has been growing throughout the Southeast and beyond becoming a leading supplier of temporary labor for the Construction and Industrial industries.

† Please remit this stub with payment †

			Regular		Overtime		
Date	Description	Ticket Number	Hours	Rate	Hours	Rate	Amount
2/12/2017	SUMMERS, TOMMIE ***	853246	0.00	$0.00	6.00	$29.99	$179.94
2/13/2017	SUMMERS, TOMMIE ***	853246	9.00	$19.99	0.00	$0.00	$179.91
2/14/2017	SUMMERS, TOMMIE ***	853304	9.00	$19.99	0.00	$0.00	$179.91
2/15/2017	SUMMERS, TOMMIE ***	853388	9.00	$19.99	0.00	$0.00	$179.91
2/16/2017	SUMMERS, TOMMIE ***	853388	9.50	$19.99	0.00	$0.00	$189.91
2/17/2017	SUMMERS, TOMMIE ***	853388	0.00	$0.00	3.00	$29.99	$89.97
2/17/2017	SUMMERS, TOMMIE ***	853388	3.50	$19.99	0.00	$0.00	$69.97
2/18/2017	SUMMERS, TOMMIE ***	853569	0.00	$0.00	8.00	$29.99	$239.92
	ACA Benefits Surcharge		40.00	$0.19		$0.00	$7.60

Vendor # 1961300 PA CA 3/10/2017

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026000	923010	5061000	$ 1,317.04
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

Total Due: $1,317.04

Invoice Number: CH-15049714
Invoice Date: 2/19/2017
Invoice Amount: $1,317.04

THANK YOU FOR USING STAFF ZONE

ELECTRONICALLY FILED: 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Atlanta-Doraville, GA
770-220-9950
Atlanta-East Point, GA
404-762-2512
Atlanta-Marietta, GA
678-903-6545
Austin, TX
2-452-8367
Brunswick, GA
912-264-5500
Charleston, SC
843-308-9663
Charlotte, NC
704-714-9663
Columbia, SC
803-399-9663
Columbus, GA
706-324-1780
Dallas, TX
972-258-9663
Denver, CO
720-638-4972
Ft. Worth, TX
817-900-9000
Greensboro, NC
336-553-2970
Jacksonville, FL
904-634-0052
Nashville, TN
615-242-9663
Orlando, FL
407-413-5066
Raleigh, NC
919-863-9663
Richmond, VA
804-644-9663
Savannah, GA
912-965-9120
Tampa, FL
813-972-9663

Company:
(Bill To)

Job Site Name
& Address:

Report to:

Time:

No of Workers Needed:

☐ Yes ☐ No
(Circle Day Needed)
Mon Tues Wed Thurs Fri Sat Sun

How Many?_____Time?_____Report to:_____

x_____
Authorized Signature Print Name

Reachable Phone Number:

Job Description:

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS:

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily

INVOICE COPY

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFFZONE

Atlanta-Doraville, GA
770-220-9950
Atlanta-East Point, GA
404-762-2512
Atlanta-Marietta, GA
678-903-6545
Austin, TX
512-452-8367
Brunswick, GA
912-264-5500
Charleston, SC
843-308-9663
Charlotte, NC
704-714-9663
Columbia, SC
803-399-9663
Columbus, GA
706-324-1780
Dallas, TX
972-258-9663
Denver, CO
720-638-4972
Ft. Worth, TX
817-900-9000
Greensboro, NC
336-553-2970
Jacksonville, FL
904-634-0052
Nashville, TN
615-242-9663
Orlando, FL
407-413-5066
Raleigh, NC
919-863-9663
Richmond, VA
804-644-9663
Savannah, GA
912-965-9120
Tampa, FL
813-972-9663

Company:
(Bill To)

Job Site Name
& Address:

Report to:

Time:

No of Workers Needed:

☐ Yes ☐ No
(Circle Day Needed)
Mon Tues Wed Thurs Fri Sat Sun

How Many?____ Time?____ Report to:_____

x_____
Authorized Signature Print Name

Reachable Phone Number:

Job Description:

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	

SUPERVISION REQUIRED TOTAL BILLABLE HOURS:

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily

INVOICE COPY

STAFFZONE

Atlanta-Doraville, GA
770-220-9950
Atlanta-East Point, GA
404-762-2512
Atlanta-Marietta, GA
678-903-6545
Austin, TX
512-452-8367
Brunswick, GA
912-264-5500
Charleston, SC
843-308-9663
Charlotte, NC
704-714-9663
Columbia, SC
803-399-9663
Columbus, GA
706-324-1780
Dallas, TX
972-258-9663
Denver, CO
720-638-4972
Ft. Worth, TX
817-900-9000
Greensboro, NC
336-553-2970
Jacksonville, FL
904-634-0052
Nashville, TN
615-242-9663
Orlando, FL
407-413-5066
Raleigh, NC
919-863-9663
Richmond, VA
804-644-9663
Savannah, GA
912-965-9120
Tampa, FL
813-972-9663

Date:

Company:
(Bill To)

Job Site Name
& Address:

Report to:

Time:

No of Workers Needed:

Repeat Work Order?

☐ Yes ☐ No
(Circle Day Needed)
Mon Tues Wed Thurs Fri Sat Sun

How Many?____ Time?____ Report to:_____

x_____
Authorized Signature Print Name

Reachable Phone Number:

Job Description:

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	

SUPERVISION REQUIRED TOTAL BILLABLE HOURS:

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily

ELECTRONICALLY FILED 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFFZONE

Atlanta-Doraville, GA
770-220-9950
Atlanta-East Point, GA
404-762-2512
Atlanta-Marietta, GA
678-903-6545
[illegible]stin, TX
[illegible]452-8367
Brunswick, GA
912-264-5500
Charleston, SC
843-308-9663
Charlotte, NC
704-714-9663
Columbia, SC
803-399-9663
Columbus, GA
706-324-1780
Dallas, TX
972-258-9663
Denver, CO
720-638-4972
Ft. Worth, TX
817-900-9000
Greensboro, NC
336-553-2970
Jacksonville, FL
904-634-0052
Nashville, TN
615-242-9663
Orlando, FL
407-413-5066
Raleigh, NC
919-863-9663
Richmond, VA
804-644-9663
Savannah, GA
912-965-9120
Tampa, FL
813-972-9663

Company:
(Bill To)

Job Site Name
& Address:

Report to:

Time:

No of Workers Needed:

☐ Yes ☐ No
(Circle Day Needed)
Mon Tues Wed Thurs Fri Sat Sun

How Many? ___Time? __ Report to: _____

x _____
Authorized Signature Print Name

Reachable Phone Number:

Job Description:

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS:

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

INVOICE COPY

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

REMIT PAYMENT TO:
STAFF ZONE
P.O. Box 890722
Charlotte, NC 28289-0722
(843) 308-9663

INVOICE

Invoice Number: CH-15049777
Invoice Date: 2/26/2017
Invoice Amount: $5,267.83

Amount Paid: _____

TERMS: NET CASH SEVEN (7) DAYS PAST DUE 31ST, 18% INTEREST ANNUM (1 5% per month) THEREAFTER.

STAFF ZONE

BALFOUR BEATTY CONSTRUCTION
AP
1930 CAMDEN RD STE-280
CHARLOTTE NC, 28203

PO #:13026000/SKILLED CARPENTERS

Customer Number 50BALF

RECEIVED
MAR 0 3 2017
By

STAFF ZONE Best in Class SAFETY FIRST

↑ Please remit this stub with payment ↑

			Regular		Overtime		
Date	Description	Ticket Number	Hours	Rate	Hours	Rate	Amount
2/20/2017	HIERS, STEVE MICHAEL ***	853493	9.00	$19.99	0.00	$0.00	$179.91
2/20/2017	GROSS, THOMAS M ***	853654	9.00	$19.99	0.00	$0.00	$179.91
2/21/2017	HIERS, STEVE MICHAEL ***	853682	9.00	$19.99	0.00	$0.00	$179.91
2/21/2017	BELTRAN, GEORGE A. ***	853749	8.00	$19.99	0.00	$0.00	$159.92
2/21/2017	SHIVERS, KAREEM ***	853683	9.00	$19.99	0.00	$0.00	$179.91
2/[illegible]17	HOWARD, JAMES R. ***	853749	8.00	$19.99	0.00	$0.00	$159.92
2/21/2017	GROSS, THOMAS M ***	853683	9.00	$19.99	0.00	$0.00	$179.91
2/22/2017	HIERS, STEVE MICHAEL ***	853752	9.00	$19.99	0.00	$0.00	$179.91
2/22/2017	SHIVERS, KAREEM ***	853766	9.00	$19.99	0.00	$0.00	$179.91
2/22/2017	VICK, DAVID S ***	853766	9.00	$19.99	0.00	$0.00	$179.91
2/22/2017	HOWARD, JAMES R. ***	853766	9.00	$19.99	0.00	$0.00	$179.91
2/22/2017	SMOOT, STEVEN M ***	853830	9.00	$19.99	0.00	$0.00	$179.91
2/22/2017	GROSS, THOMAS M ***	853766	9.00	$19.99	0.00	$0.00	$179.91
2/23/2017	HIERS, STEVE MICHAEL ***	853837	9.00	$19.99	0.00	$0.00	$179.91
2/23/2017	SHIVERS, KAREEM ***	853850	9.00	$19.99	0.00	$0.00	$179.91
2/23/2017	VICK, DAVID S ***	853850	9.00	$19.99	0.00	$0.00	$179.91

Vendor # [illegible] PA [illegible]

Bus. unit/Job # | Cost Type/ object acct | Cost Code/ subsidiary | Amount

[illegible] $ [illegible]

$ _____

MGR APPROVAL

LESS Retainage Withheld $ _____

Net Amount Due $ _____

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

REMIT PAYMENT TO:
STAFF ZONE
P.O. Box 890722
Charlotte, NC 28289-0722
(843) 308-9663

INVOICE

Invoice Number: CH-15049777
Invoice Date: 2/26/2017
Invoice Amount: $5,267.83

Amount Paid: _____

TERMS: NET CASH SEVEN (7) DAYS PAST DUE 31ST. 18% INTEREST ANNUM (1 5% per month) THEREAFTER.

BALFOUR BEATTY CONSTRUCTION
AP
1930 CAMDEN RD STE-280
CHARLOTTE NC, 28203

PO #:13026000/SKILLED CARPENTERS

Customer Number: 50BALF

			Regular		Overtime		
Date	Description	Ticket Number	Hours	Rate	Hours	Rate	Amount
2/23/2017	HOWARD, JAMES R.	853850	9.00	$19.99	0.00	$0.00	$179.91
2/23/2017	GROSS, THOMAS M	853850	9.00	$19.99	0.00	$0.00	$179.91
2/24/2017	HIERS, STEVE MICHAEL	856753	0.00	$0.00	5.00	$29.99	$149.95
2/24/2017	HIERS, STEVE MICHAEL	856753	4.00	$19.99	0.00	$0.00	$79.96
2/24/2017	SHIVERS, KAREEM	856765	9.00	$19.99	0.00	$0.00	$179.91
2/24/2017	VICK, DAVID S	856765	9.00	$19.99	0.00	$0.00	$179.91
2/24/2017	HOWARD, JAMES R.	856765	9.00	$19.99	0.00	$0.00	$179.91
2/24/2017	GROSS, THOMAS M	856765	0.00	$0.00	5.00	$29.99	$149.95
2/24/2017	GROSS, THOMAS M	856765	4.00	$19.99	0.00	$0.00	$79.96
2/25/2017	HIERS, STEVE MICHAEL	856836	0.00	$0.00	8.00	$29.99	$239.92
2/25/2017	SHIVERS, KAREEM	856849	0.00	$0.00	4.00	$29.99	$119.96
2/25/2017	SHIVERS, KAREEM	856849	4.00	$19.99	0.00	$0.00	$79.96
2/25/2017	VICK, DAVID S	856849	8.00	$19.99	0.00	$0.00	$159.92
2/25/2017	HOWARD, JAMES R.	856849	0.00	$0.00	3.00	$29.99	$89.97
2/25/2017	HOWARD, JAMES R.	856849	5.00	$19.99	0.00	$0.00	$99.95
2/25/2017	GROSS, THOMAS M	856849	0.00	$0.00	8.00	$29.99	$239.92
	ACA Benefits Surcharge		212.00	$0.19	0.00	$0.00	$40.28

Total Due: $5,267.83

Invoice Number: CH-15049777
Invoice Date: 2/26/2017
Invoice Amount: $5,267.83

THANK YOU FOR USING STAFF ZONE

R - 20068

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Atlanta-Doraville, GA 770-220-9950
Atlanta-East Point, GA 404-762-2512
Atlanta-Marietta, GA 678-903-6545
Austin, TX 512-452-8367
Brunswick, GA 912-264-5500
Charleston, SC 843-308-9663
Charlotte, NC 704-714-9663
Columbia, SC 803-399-9663
Columbus, GA 706-324-1780
Dallas, TX 972-258-9663
Denver, CO 720-638-4972
Ft. Worth, TX 817-900-9000
Greensboro, NC 336-553-2970
Jacksonville, FL 904-634-0052
Nashville, TN 615-242-9663
Orlando, FL 407-413-5066
Raleigh, NC 919-863-9663
Richmond, VA 804-644-9663
Savannah, GA 912-965-9120
Tampa, FL 813-972-9663

Date: 5/16/2023

Company: (Bill To) BALFOUR BEATTY CONSTRUCTION

Job Site Name & Address: KING STREET CHARLESTON SC 29401

Report To: 13026000/SKILLED CARPENTERS MARTY

Time: 7AM

No of Workers Needed: 1

Repeat Work Order? ☒ Yes ☐ No

853493

(Circle Day Needed)

Mon Tues Wed Thurs Fri Sat Sun

How Many? ____ Time? ____ Report to: ____

x _____ Flynn Scaly

Authorized Signature Print Name

Reachable Phone Number:

Job Description: Skilled Carpenters

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Steve Nies	9							9

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS: 9

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

INVOICE COPY

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Atlanta-Doraville, GA
770-220-2950
Atlanta-East Point, GA
404-762-2512
Atlanta-Marietta, GA
678-903-6545
Austin, TX
512-452-8367
Brunswick, GA
912-264-5500
Charleston, SC
843-308-9663
Charlotte, NC
704-714-9663
Columbia, SC
803-399-9663
Columbus, GA
706-324-1780
Dallas, TX
972-258-9663
Denver, CO
720-638-4972
Ft. Worth, TX
817-900-9000
Greensboro, NC
336-553-2970
Jacksonville, FL
904-634-0052
Nashville, TN
615-242-9663
Orlando, FL
407-413-5066
Raleigh, NC
919-863-9663
Richmond, VA
804-644-9663
Savannah, GA
912-965-9120
Tampa, FL
813-972-9663

Date: 3/30/2017

Company: (Bill To) RALEIGH BEATTY CONSTRUCTION

Job Site Name & Address: KING STREET CHARLESTON SC 29401

Report to: 13076000/SKILLED CARPENTERS MARTY

Time: 7AM

No of Workers Needed: 2

Repeat Work Order? ☒ Yes ☐ No

853654

(Circle Day Needed)
Mon Tues Wed Thurs Fri Sat Sun

How Many? 2 Time? _____ Report to: _____

x _____ Flynn Szachy
Authorized Signature Print Name

Reachable Phone Number:

Job Description: Skilled Carpenters

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Kareem Shivers	9							
Thomas Gross	9							9

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS: 9

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

INVOICE COPY

ELECTRONICALLY FILED - 2020 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Atlanta-Doraville, GA 770-220-9950
Atlanta-East Point, GA 404-762-2512
Atlanta-Marietta, GA 678-903-6545
Austin, TX 512-452-8367
Brunswick, GA 912-264-5500
Charleston, SC 843-308-9663
Charlotte, NC 704-714-9663
Columbia, SC 803-399-9663
Columbus, GA 706-324-1780
Dallas, TX 972-258-9663
Denver, CO 720-638-4972
Ft. Worth, TX 817-900-9000
Greensboro, NC 336-553-2970
Jacksonville, FL 904-634-0052
Nashville, TN 615-242-9663
Orlando, FL 407-413-5066
Raleigh, NC 919-863-9663
Richmond, VA 804-644-9663
Savannah, GA 912-965-9120
Tampa, FL 813-972-9663

Date: 2/21/2021

Company: (Bill To) BALFOUR BEATTY CONSTRUCTION

Job Site Name & Address: KING STREET CHARLESTON, SC 29401

Report to: 13026000/SKILLED CARPENTERS MARTY

Time: 7AM

No of Workers Needed: 1

Repeat Work Order? ☒ Yes ☐ No

853682

(Circle Day Needed) Mon Tues Wed Thurs Fri Sat Sun

How Many? 1 Time? 7 Report to: Flynn Stanley

X _____ Authorized Signature

Print Name

Reachable Phone Number:

Job Description: Skilled Carpenter

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Steve Nies		9						9

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS: 9

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

INVOICE COPY

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFFZONE

Atlanta-Doraville, GA 770-220-9950
Atlanta-East Point, GA 404-762-2512
Atlanta-Marietta, GA 678-903-6545
Austin, TX 512-452-8367
Brunswick, GA 912-264-5500
Charleston, SC 843-308-9663
Charlotte, NC 704-714-9663
Columbia, SC 803-399-9663
Columbus, GA 706-324-1780
Dallas, TX 972-258-9663
Denver, CO 720-638-4972
Ft. Worth, TX 817-900-9000
Greensboro, NC 336-553-2970
Jacksonville, FL 904-634-0052
Nashville, TN 615-242-9663
Orlando, FL 407-413-5066
Raleigh, NC 919-863-9663
Richmond, VA 804-644-9663
Savannah, GA 912-965-9120
Tampa, FL 813-972-9663

Date: 5/8/2019

Company: (Bill To) BALFOUR BEATTY CONSTRUCTION

Job Site Name & Address: KING STREET CHARLESTON, SC 29401

Report to: P.O. 13026000/SKILLED CARPENTERS MARTY

Time: 8Am

No of Workers Needed: 2

Repeat Work Order? ☒ Yes ☐ No

853749

(Circle Day Needed)
Mon Tues (Wed) Thurs Fri Sat Sun

How Many? 2 Time? 7 Report to:

x _____ Flynn Seach
Authorized Signature Print Name

Reachable Phone Number:

Job Description: Skilled carpenter

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
James Howard		8						8
George Bilhan		8						8

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS: 16

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

INVOICE COPY

ELECTRONICALLY FILED - 2023 May 16 12:03PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFFMORE

Atlanta-Doraville, GA 770-220-9950
Atlanta-East Point, GA 404-762-2512
Atlanta-Marietta, GA 678-903-6545
Austin, TX 512-452-8367
Brunswick, GA 912-264-5500
Charleston, SC 843-308-9663
Charlotte, NC 704-714-9663
Columbia, SC 803-399-9663
Columbus, GA 706-324-1780
Dallas, TX 972-258-9663
Denver, CO 720-638-4972
Ft. Worth, TX 817-900-9000
Greensboro, NC 336-553-2970
Jacksonville, FL 904-634-0052
Nashville, TN 615-242-9663
Orlando, FL 407-413-5005
Raleigh, NC 919-863-9663
Richmond, VA 804-644-9663
Savannah, GA 912-965-9120
Tampa, FL 813-972-9663

Date: 5/11/2017

Company: (Bill To) BALFOUR BEATTY CONSTRUCTION

Job Site Name & Address: KING STREET CHARLESTON SC 29401

P O 13026000/SKILLED CARPENTERS

Report to: MARTY

Time: 7AM

No of Workers Needed: 9

Repeat Work Order? [X] Yes [ ] No

853683

(Circle Day Needed)
Mon Tues Wed Thurs Fri Sat Sun

How Many? 2 Time? Report to:

X Authorized Signature

Print Name

Reachable Phone Number:

Job Description: Skilled Carpenters

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Kareem Shivers		9						9
Leonard Gross		9						9

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS: 18

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

INVOICE COPY

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Atlanta-Doraville, GA 770-220-9950
Atlanta-East Point, GA 404-762-2512
Atlanta-Marietta, GA 678-903-6545
Austin, TX 512-452-8367
Brunswick, GA 912-264-5500
Charleston, SC 843-308-9663
Charlotte, NC 704-714-9663
Columbia, SC 803-399-9663
Columbus, GA 706-324-1780
Dallas, TX 972-258-9663
Denver, CO 720-638-4972
Ft. Worth, TX 817-900-9000
Greensboro, NC 336-553-2970
Jacksonville, FL 904-634-0052
Nashville, TN 615-242-9663
Orlando, FL 407-413-5066
Raleigh, NC 919-863-9663
Richmond, VA 804-644-9663
Savannah, GA 912-965-9120
Tampa, FL 813-972-9663

Date: 5/5/2023

Repeat Work Order? ☒ Yes ☐ No

855752

Company: (Bill To) BALFOUR BEATTY CONSTRUCTION

(Circle Day Needed)
Mon Tues Wed Thurs Fri Sat Sun

Job Site Name & Address: KING STREET CHARLESTON, SC 29401

How Many? 1 Time? _____ Report to: _____

P.O. Report to: 13026000/SKILLED CARPENTERS MARTY

x _____ Authorized Signature

Flynn Grady Print Name

Time: 7AM

No of Workers Needed: 1

Reachable Phone Number:

Job Description: Skilled Carpenter

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Steve Hiers			9					9

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS: 9

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

INVOICE COPY

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFF ZONE

Atlanta-Doraville, GA 770-220-9950
Atlanta-East Point, GA 404-762-2512
Atlanta-Marietta, GA 678-903-6545
Austin, TX 512-452-8367
Brunswick, GA 912-264-5500
Charleston, SC 843-308-9663
Charlotte, NC 704-714-9663
Columbia, SC 803-399-9663
Columbus, GA 706-324-1780
Dallas, TX 972-258-9663
Denver, CO 720-638-4972
Ft. Worth, TX 817-900-9000
Greensboro, NC 336-553-2970
Jacksonville, FL 904-634-0052
Nashville, TN 615-242-9663
Orlando, FL 407-413-5066
Raleigh, NC 919-863-9663
Richmond, VA 804-644-9663
Savannah, GA 912-965-9120
Tampa, FL 813-972-9663

Date: 3/22/2017

Company: (Bill To) BALFOUR BEATTY CONSTRUCTION

Job Site Name & Address: KING STREET CHARLESTON SC 29401

P O Report to: 13026000/SKILLED CARPENTERS MARTY

Time: 7AM

No of Workers Needed: 9

Repeat Work Order? * 853766

[X] Yes [ ] No

(Circle Day Needed)

Mon Tues Wed Thurs Fri Sat Sun

How Many? 4 Time? _____ Report to: _____

X _____ Authorized Signature

Print Name

Reachable Phone Number:

Job Description: Skilled Carpenters

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Kareem Shivers			9					9
Thomas Gross			9					9
James Howard			9					9
David Vic			9					9

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS: 36

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

INVOICE COPY

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFFZONE

Atlanta-Doraville, GA 770-220-9950
Atlanta-East Point, GA 404-762-2512
Atlanta-Marietta, GA 678-903-6545
Austin, TX 512-452-8367
Brunswick, GA 912-264-5500
Charleston, SC 843-308-9663
Charlotte, NC 704-714-9663
Columbia, SC 803-399-9663
Columbus, GA 706-324-1780
Dallas, TX 972-258-9663
Denver, CO 720-638-4972
Ft. Worth, TX 817-900-9000
Greensboro, NC 336-553-2970
Jacksonville, FL 904-634-0052
Nashville, TN 615-242-9663
Orlando, FL 407-413-5066
Raleigh, NC 919-863-9663
Richmond, VA 804-644-9663
Savannah, GA 912-965-9120
Tampa, FL 813-972-9663

Date: 1/17/2019

Company: BALFOUR BEATTY CONSTRUCTION
(Bill To)

Job Site Name & Address: KING STREET CHARLESTON, SC 29401

P.O. 13026D00/ TURNER SUNSET

Report to: Marty

Time: 7:00

No of Workers Needed: 9

Repeat Work Order? ☒ Yes ☐ No

853830

(Circle Day Needed)

Mon Tues Wed Thurs Fri Sat Sun

How Many? 1 Time? 7 Report to: Marty

X _____ Authorized Signature

Print Name

Reachable Phone Number:

Job Description: Skilled

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Steven Smoot			9					9

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS: 9

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employee performed hours worked satisfactorily.

INVOICE COPY

ELECTRONICALLY FILED - 2023 May 16 12:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFF ZONE

Atlanta-Donsville, GA 770-220-9950
Atlanta-East Point, GA 404-762-2512
Atlanta-Marietta, GA 678-903-6545
Austin, TX 512-452-8367
Brunswick, GA 912-264-5500
Charleston, SC 843-308-9663
Charlotte, NC 704-714-9663
Columbia, SC 803-399-9663
Columbus, GA 706-324-1780
Dallas, TX 972-258-9663
Denver, CO 720-638-4972
Ft. Worth, TX 817-900-9000
Greensboro, NC 336-553-2970
Jacksonville, FL 904-634-0052
Nashville, TN 615-242-9663
Orlando, FL 407-413-5066
Raleigh, NC 919-863-9663
Richmond, VA 804-644-9663
Savannah, GA 912-965-9120
Tampa, FL 813-972-9663

Date: 5/10/2019

Company: (Bill To) BALFOUR BEATTY CONSTRUCTION

Job Site Name & Address: KING STREET CHARLESTON SC 29401

Report to: 13026000/SKILLED CARPENTERS MARTY

Time: 7AM

No of Workers Needed: 1

Repeat Work Order? Yes ☐ No

853837

(Circle Day Needed)

Mon Tues Wed Thurs Fri Sat Sun

How Many? 1 Time? 7AM Report to: Pete

x Pete Westbrook Pete Westbrook

Authorized Signature Print Name

Reachable Phone Number: 843 735-9557

Job Description: Skilled Carpenter

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	
Steve Hines				9					

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS: 9

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

INVOICE COPY

ELECTRONICALLY FILED - 2019 May 16 2:02 PM - CHARLESTON COMMON PLEAS - CASE#2019CP1001108

STAFF ZONE

Atlanta-Doraville, GA 770-220-9950
Atlanta-East Point, GA 404-762-2512
Atlanta-Marietta, GA 678-903-6545
Austin, TX 512-452-8367
Brunswick, GA 912-264-5500
Charleston, SC 843-308-9663
Charlotte, NC 704-714-9663
Columbia, SC 803-399-9663
Columbus, GA 706-324-1780
Dallas, TX 972-258-9663
Denver, CO 720-638-4972
Ft. Worth, TX 817-900-9000
Greensboro, NC 336-553-2970
Jacksonville, FL 904-634-0052
Nashville, TN 615-242-9663
Orlando, FL 407-413-5066
Raleigh, NC 919-863-9663
Richmond, VA 804-644-9663
Savannah, GA 912-965-9120
Tampa, FL 813-972-9663

Date: 5/23/2017

Company: DALFOUR BEATTY CONSTRUCTION (Bill To)

Job Site Name & Address: KING STREET CHARLESTON SC 29401

P O 13026000/SKILLED CARPENTERS

Report to: MARTY

Time: 7AM

No of Workers Needed:

Repeat Work Order? ☒ Yes ☐ No

853850

(Circle Day Needed)

Mon Tues Wed Thurs Fri Sat Sun

How Many? 4 Time? 7 Report to:

x _____ Elynn Szady
Authorized Signature Print Name

Reachable Phone Number:

Job Description: Skilled Carpenters

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Kareem Shivers				9				9
Thomas Gross				9				9
James Howard				9				9
David Vick				9				9

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS: 36

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

INVOICE COPY

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFF ZONE

Atlanta-Doraville, GA 770-220-9950
Atlanta-East Point, GA 404-762-2512
Atlanta-Marietta, GA 678-903-6545
Austin, TX 512-452-8367
Brunswick, GA 912-264-5500
Charleston, SC 843-308-9663
Charlotte, NC 704-714-9663
Columbia, SC 803-399-9663
Columbus, GA 706-324-1780
Dallas, TX 972-258-9663
Denver, CO 720-638-4972
Ft. Worth, TX 817-900-9000
Greensboro, NC 336-553-2970
Jacksonville, FL 904-634-0052
Nashville, TN 615-242-9663
Orlando, FL 407-413-5066
Raleigh, NC 919-863-9663
Richmond, VA 804-644-9663
Savannah, GA 912-965-9120
Tampa, FL 813-972-9663

Date: 5/24/2019

Company: (Bill To) BALFOUR BEATTY CONSTRUCTION

Job Site Name & Address: KING STREET CHARLESTON SC 29401

Report to: 13026000/SKILLED CARPENTERS MARTY

Time: 7AM

No of Workers Needed: 41

Repeat Work Order? ☒ Yes ☐ No

856753

(Circle Day Needed)

Mon Tues Wed Thurs Fri Sat Sun

How Many? 1 Time? Report to:

x Authorized Signature

Flynn Seachy Print Name

Reachable Phone Number:

Job Description: Skilled Carpenter

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Steve Hiers					9			9

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS: 9

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

INVOICE COPY

ELECTRONICALLY FILED - 2019 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Atlanta-Doraville, GA 770-220-9950
Atlanta-East Point, GA 404-762-2512
Atlanta-Marietta, GA 678-903-6545
Austin, TX 512-452-8367
Brunswick, GA 912-264-5500
Charleston, SC 843-308-9663
Charlotte, NC 704-714-9663
Columbia, SC 803-399-9663
Columbus, GA 706-324-1780
Dallas, TX 972-258-9663
Denver, CO 720-638-4972
Ft. Worth, TX 817-900-9000
Greensboro, NC 336-553-2970
Jacksonville, FL 904-634-0052
Nashville, TN 615-242-9663
Orlando, FL 407-413-5066
Raleigh, NC 919-863-9663
Richmond, VA 804-644-9663
Savannah, GA 912-965-9120
Tampa, FL 813-972-9663

Date: 01/04/2019

Company: (Bill To) BALFOUR BEATTY CONSTRUCTION

Job Site Name & Address: KING STREET CHARLESTON SC 29401

P O Report to: 13026000/SKILLED CARPENTERS MARTY

Time: 7AM

No of Workers Needed: 4

Repeat Work Order? ☑ Yes ☐ No

856765

(Circle Day Needed)

Mon Tues Wed Thurs Fri (Sat) Sun

How Many? 4 Time? 7AM Report to: MARTY

x _____ Authorized Signature

Lynn Sparly Print Name

Reachable Phone Number:

Job Description: Skilled Carpenters

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Kareem Shivers					9			9
Thomas Gross					9			9
James Howard					9			9
David Vick					9			9

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS: 36

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

INVOICE COPY

ELECTRONICALLY FILED - 2023 May 10 2:00 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFF MORE

Atlanta-Doraville, GA 770-220-9950
Atlanta-East Point, GA 404-762-2512
Atlanta-Marietta, GA 678-903-6545
Austin, TX 512-452-8367
Brunswick, GA 912-264-5500
Charleston, SC 843-308-9663
Charlotte, NC 704-714-9663
Columbia, SC 803-399-9663
Columbus, GA 706-324-1780
Dallas, TX 972-258-9663
Denver, CO 720-638-4972
Ft. Worth, TX 817-900-9000
Greensboro, NC 336-553-2970
Jacksonville, FL 904-634-0052
Nashville, TN 615-242-9663
Orlando, FL 407-413-5066
Raleigh, NC 919-863-9663
Richmond, VA 804-644-9663
Savannah, GA 912-965-9120
Tampa, FL 813-972-9663

Date: 3/25/2017

Company: BALFOUR BEATTY CONSTRUCTION
(Bill To)

Job Site Name & Address: KING STREET CHARLESTON, SC 29401

P O 13026000/SKILLED CARPENTERS

Report to: MARTY

Time: 7AM

No of Workers Needed: 1

Repeat Work Order? [X] Yes [ ] No

(Circle Day Needed)
Mon Tues Wed Thurs Fri Sat Sun

How Many? 1 Time? 7 Report to:

X _____ Authorized signature

Print Name

Reachable Phone Number:

Job Description: Skilled Carpenter

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Steve Hiers						8		8
								8

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS:

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

INVOICE COPY

ELECTRONICALLY FILED - 2019 May 10 02:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFF ZONE

Atlanta-Doraville, GA 770-220-9950
Atlanta-East Point, GA 404-762-2512
Atlanta-Marietta, GA 678-903-6545
Austin, TX 512-452-8367
Brunswick, GA 912-264-5500
Charleston, SC 843-308-9663
Charlotte, NC 704-714-9663
Columbia, SC 803-399-9663
Columbus, GA 706-324-1780
Dallas, TX 972-258-9663
Denver, CO 720-638-4972
Ft. Worth, TX 817-900-9000
Greensboro, NC 336-553-2970
Jacksonville, FL 904-634-0052
Nashville, TN 615-242-9663
Orlando, FL 407-413-5066
Raleigh, NC 919-863-9663
Richmond, VA 804-644-9663
Savannah, GA 912-965-9120
Tampa, FL 813-972-9663

Date: 5/23/2019

Company: (Bill To) DALPOUR BEATTY CONSTRUCTION

Job Site Name & Address: KING STREET CHARLESTON SC 29401

Report To: 13026000/SKILLED CARPENTERS MARTY

Time: 7AM

No of Workers Needed: (4)

Repeat Work Order? ☑ Yes ☐ No

856849

(Circle Day Needed)

(Mon) Tues Wed Thurs Fri Sat Sun

How Many? 4 Time? _____ Report to: _____

x _____ Authorized Signature

Flynn Szady Print Name

Reachable Phone Number:

Job Description: Skilled Carpenters

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Kareem Shubert						8		8
Thomas Gross						8		8
James Haugh						8		8
David Wad						8		8

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS: 32

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

INVOICE COPY

ELECTRONICALLY FILED - 2019 May 10 2:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

REMIT PAYMENT TO:
STAFF ZONE
P.O. Box 890722
Charlotte, NC 28289-0722
(843) 202-1551

INVOICE

Invoice Number: CA-15202338
Invoice Date: 2/26/2017
Invoice Amount: $1,903.37

Amount Paid: _____

TERMS: NET CASH SEVEN (7) DAYS, PAST DUE 31ST, 18% INTEREST ANNUM (1.5% per month) THEREAFTER.

BALFOUR BEATTY CONSTRUCTION
JANETTE
1930 CAMDEN RD STE 280
CHARLOTTE, NC 28203

PO #:MARION SQUARE HOTEL SKILLED

Customer Number: 52BALF

↑ Please remit this stub with payment ↑

			Regular		Overtime		
Date	Description	Ticket Number	Hours	Rate	Hours	Rate	Amount
2/20/2017	GLEN, CAMPBELL D	264542	9.00	$19.99	0.00	$0.00	$179.91
2/20/2017	KOERNER, DONALD R	264542	9.00	$19.99	0.00	$0.00	$179.91
2/21/2017	GLEN, CAMPBELL D	264560	9.00	$19.99	0.00	$0.00	$179.91
2/22/2017	GLEN, CAMPBELL D	264594	9.00	$19.99	0.00	$0.00	$179.91
2/22/2017	KOERNER, DONALD R	264594	9.00	$19.99	0.00	$0.00	$179.91
2/2[illegible]/7	GLEN, CAMPBELL D	264637	9.00	$19.99	0.00	$0.00	$179.91
2/23/2017	KOERNER, DONALD R	264638	9.00	$19.99	0.00	$0.00	$179.91
2/24/2017	GLEN, CAMPBELL D	264682	0.00	$0.00	5.00	$29.99	$149.95
2/24/2017	GLEN, CAMPBELL D	264682	4.00	$19.99	0.00	$0.00	$79.96
2/24/2017	KOERNER, DONALD R	264682	8.00	$19.99	0.00	$0.00	$159.92
2/25/2017	GLEN, CAMPBELL D	264713	0.00	$0.00	PA CB 8.00	3/15/17 $29.99	$239.92
	ACA Benefits Surcharge		75.00	$0.19			$14.25

Vendor # 196290
Bus. unit/Job# 136464 | Cost Type/ object acct 52015 | Cost Code/ subsidiary 52015 Location | Amount $1,903.37

MGR APPROVAL

LESS Retainage Withheld

Net Amount Due

Total Due: $1,903.37

Invoice Number: CA-15202338
Invoice Date: 2/26/2017
Invoice Amount: $1,903.37

THANK YOU FOR USING STAFF ZONE

R - 20083

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STATE ZONE

Atlanta-Doraville 770-220-9950	Denver 720-638-4972
Atlanta-East Point 404-762-2512	Durham 919-797-0004
Atlant... 678-903-6545	Ft. Worth 817-900-9000
Augusta 706-724-9585	Greensboro 336-553-2970
Austin 512-452-8367	Greenville 864-271-0004
Birmingham 205-703-9701	Huntsville 256-964-7274
Brunswick 912-264-5500	Jacksonville 904-634-0052
Charleston 843-308-9663	Nashville 615-242-9663
Charleston 2 843-202-1551	Orlando 407-413-5066
Charlotte 704-714-9663	Raleigh 919-863-9663
Columbia 803-399-9663	Richmond 804-644-9663
Columbus 706-324-1780	Savannah 912-965-9120
Dallas 972-258-9663	Tampa 813-972-9663

Company: (Bill To) BALFOUR BEATTY CONSTRUCTION

Job Site Name & Address: 404 KING ST CHARLESTON. SC 29403 MARION SQUARE HOTEL

Report to: MARION SQUARE HOTEL. ADV LABOR

Time: MARTY DALE / E-MUT/FLYER

No of Workers Needed:

☒ Yes ☐ No (Circle Day Needed)

Mon (Tues) Wed Thurs Fri Sat Sun

How Many? 2 Time? ____ Report to: ____

Authorized Signature: [signature] Print Name: flynn Szoc

Reachable Phone Number:

Job Description: Skilled

Remarks:

SAFETY FIRST Our MOD Rate is

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Sun Campbell	9							9
Jaleel Young	9							9

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS: 18

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily

ELECTRONICALLY FILED - 2023 May 18 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFF ZONE

Atlanta-Doraville 770-220-9950	Denver 720-638-4972
Atlanta-East Point 404-762-2512	Durham 919-797-0004
Atlanta 678-905-0545	Ft. Worth 817-900-9000
Augusta 706-724-9585	Greensboro 336-553-2970
Austin 512-452-8367	Greenville 864-271-0004
Birmingham 205-703-9701	Huntsville 256-964-7274
Brunswick 912-264-5500	Jacksonville 904-634-0052
Charleston 843-308-9663	Nashville 615-247-9663
Charleston 2 843-202-1551	Orlando 407-413-5065
Charlotte 704-714-9663	Raleigh 919-863-9663
Columbia 803-399-9663	Richmond 804-644-9663
Columbus 706-324-1780	Savannah 912-965-9120
Dallas 972-258-9663	Tampa 813-972-9663

Company: (Bill To) BALFOUR BEATTY CONSTRUCTION

Job Site Name & Address: 404 KING ST CHARLESTON, SC 29403

Report to: MARION SQUARE HOTEL

P O MARION SQUARE HOTEL SKILLED

Time: MARTY DALE / P-HUT/FLYNN

7AM

No of Workers Needed: 2

☒ Yes ☐ No (Circle Day Needed)

Mon Tues Wed Thurs Fri Sat Sun

How Many? 2 Time? _____ Report to: _____

Authorized Signature Flynn Szady Print Name

Reachable Phone Number:

Job Description: Skilled

Remarks:

SAFETY FIRST Our MOD Rate is

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Allen Comstock		9						9
Donald Keener		9						9

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS: 9

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily

ELECTRONICALLY FILED - 2023-May-16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFF ZONE

Atlanta-Dunwoody 770-220-9950	Denver 720-638-4972
Atlanta-East Point 404-762-2512	Durham 919-797-0004
Atlanta 678-9... 45	Ft. Worth 817-900-9000
Augusta 706-724-9585	Greensboro 336-553-2970
Austin 512-452-8367	Greenville 864-271-0004
Birmingham 205-703-9701	Huntsville 256-964-7274
Brunswick 912-264-5500	Jacksonville 904-634-0052
Charleston 843-308-9663	Marietta 615-242-9663
Charleston 2 843-202-1551	Orlando 407-413-5066
Charlotte 704-714-9663	Raleigh 919-863-9663
Columbia 803-399-9663	Richmond 804-644-9663
Columbus 706-324-1780	Savannah 912-965-9120
Dallas 972-258-9663	Tampa 813-972-9663

Company: (Bill To)
BALFOUR BEATTY CONSTRUCTION

Job Site Name & Address:
404 KING ST
CHARLESTON, SC 29403
MARION SQUARE HOTEL

Report to:
P M
MARION SQUARE HOTEL GNRL LABOR

Time:
MARTY DALE / P-NUT/FLYNN
7AM

No of Workers Needed 6

☒ Yes ☐ No (Circle Day Needed)

Mon Tues Wed Thurs Fri Sat Sun

How Many? 2 Time? 11:30 Report to:

Authorized Signature

Flynn Szarek
Print Name

Reachable Phone Number:

Job Description:
Skilled

Remarks:

SAFETY FIRST — Our MOD Rate is

Employee Name	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Total
Ellen Campbell			9					9
Donald Boerner			9					9

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS: 18

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Atlanta-Doraville 770-220-9950	Denver 720-638-4972
Atlanta-East Point 404-762-2512	Durham 919-797-0004
Atlanta 678-90...	Ft. Worth 817-900-9000
Augusta 706-724-9585	Greensboro 336-553-7970
Austin 512-452-0367	Greenville 864-271-0004
Birmingham 205-703-9701	Huntsville 256-964-7274
Brunswick 912-264-5500	Jacksonville 904-634-0052
Charleston 843-308-9663	Nashville 615-242-9663
Charleston 2 843-202-1551	Orlando 407-413-5066
Charlotte 704-714-9663	Raleigh 919-863-9663
Columbia 803-399-9663	Richmond 804-644-9663
Columbus 706-324-1780	Savannah 912-965-9120
Dallas 972-258-9663	Tampa 813-972-9663

Company: (Bill To) BALFOUR BEATTY CONSTRUCTION

Job Site Name & Address: 404 KING ST CHARLESTON. SC 29403 MARION SQUARE HOTEL

Report to: MARION SQUARE HOTEL SKILLED MARTY DALE / P-HUT/FLYNN

Time: 7AM

No of Workers Needed: (1)

☒ Yes ☐ No

(Circle Day Needed)

Mon Tues Wed Thurs (Fri) Sat Sun

How Many? 1 Time? _____ Report to: _____

X _____ LynnSeal

Authorized Signature Print Name

Reachable Phone Number:

Job Description: Skilled

Remarks: SAFETY FIRST Our MOD Rate is .

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Glen Campbell				9				9

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS: 9

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

INVOICE COPY

ELECTRONICALLY FILED - 2023 May 16 2:18 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFF ZONE

Atlanta-Doraville 770-220-9950	Denver 720-638-4972
Atlanta-East Point 404-762-2512	Durham 919-797-0004
Atlanta 678-904-6545	Ft. Worth 817-900-9000
Augusta 706-724-9585	Greensboro 336-553-2970
Austin 512-452-8367	Greenville 864-271-0004
Birmingham 205-703-9701	Huntsville 256-964-7274
Brunswick 912-264-5500	Jacksonville 904-634-0052
Charleston 843-308-9663	Nashville 615-241-9663
Charleston 2 843-202-1551	Orlando 407-413-5066
Charlotte 704-714-9663	Raleigh 919-863-9663
Columbia 803-399-9663	Richmond 804-644-9663
Columbus 706-324-1780	Savannah 912-965-9120
Dallas 972-258-9663	Tampa 813-972-9663

Company: (Bill To) DALFOUR BEATTY CONSTRUCTION

Job Site Name & Address: 404 KING ST CHARLESTON, SC 29403 MARION SQUARE HOTEL

Report to: MARION SQUARE HOTEL SKILLED MARTY DALE / D-HUT/FLYER

Time: 7AM

No of Workers Needed: 1

☒ Yes ☐ No (Circle Day Needed)

Mon Tues Wed Thurs (Fri) Sat Sun

How Many? 1 Time? _____ Report to: _____

x _____ Authorized Signature

Hyam Stacy Print Name

Reachable Phone Number:

Job Description: Skilled

Remarks:

SAFETY FIRST Our MOD Rate is .8

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Donald Koerner				9				9

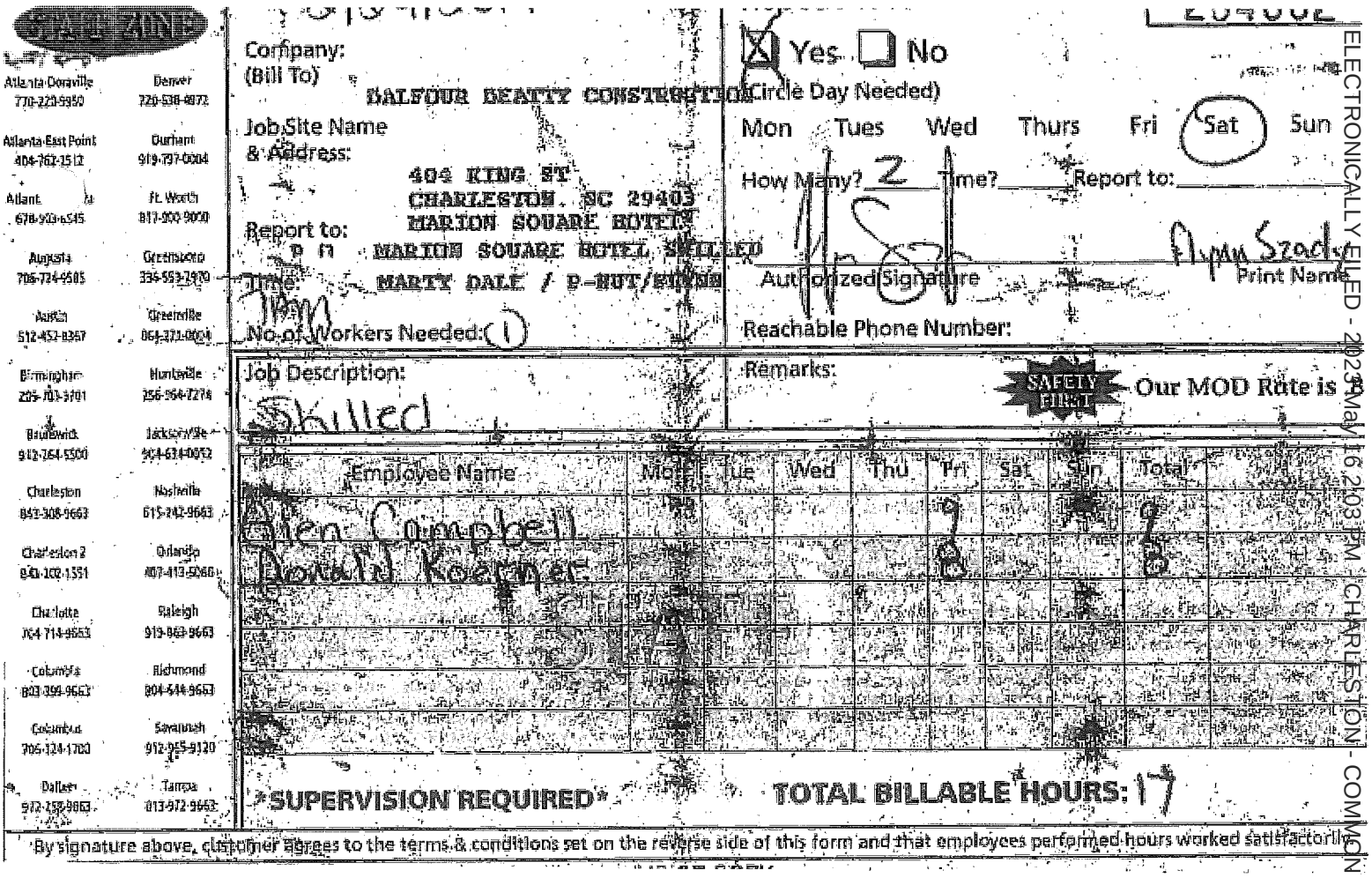
*SUPERVISION REQUIRED

TOTAL BILLABLE HOURS: 9

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

INVOICE COPY

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108



STAFF ZONE

Atlanta Doraville 770-220-5950	Denver 720-598-9872
Atlanta East Point 404-762-1512	Durham 919-797-0004
Atlant... 678-903-6545	Ft. Worth 817-900-9000
Augusta 706-724-9505	Greensboro 336-553-2400
Austin 512-452-8367	Greenville 864-373-0004
Birmingham 205-703-3701	Huntsville 256-564-7274
Brunswick 912-264-5500	Jacksonville 904-634-0052
Charleston 843-308-9663	Nashville 615-242-9663
Charleston 2 843-302-1551	Orlando 407-413-5080
Charlotte 704-714-9663	Raleigh 919-863-9663
Columbia 803-399-9663	Richmond 804-644-9663
Columbus 706-324-1702	Savannah 912-965-9120
Dallas 972-458-9663	Tampa 813-972-9663

Company: (Bill To) BALFOUR BEATTY CONSTRUCTION

Job Site Name & Address: 404 KING ST CHARLESTON, SC 29403

Report to: MARION SQUARE HOTEL

P.O. MARION SQUARE HOTEL SKILLED

Time: MARTY DALE / P-NUT/EDDIE

No. of Workers Needed: 1

☒ Yes ☐ No (Circle Day Needed)

Mon Tues Wed Thurs Fri Sat Sun

How Many? 2 Time? Report to:

Authorized Signature

Print Name

Reachable Phone Number:

Job Description: Skilled

Remarks:

SAFETY FIRST

Our MOD Rate is

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Glen Campbell					9		8	17
Donald Koerner					8		8	16

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS: 17

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #129

Part 2 of 2

STAFF ZONE

Atlanta-Cartersville 770-210-9950	Denver 720-638-4972
Atlanta-East Point 404-761-2511	Durham 919-797-0004
Alton [illegible] 678-[illegible]345	Ft. Worth 817-900-3300
Augusta 706-724-9565	Greensboro 336-553-2970
Austin 512-451-5367	Greenville 864-271-0004
Birmingham 205-703-9701	Huntsville 256-964-7274
Brunswick 912-264-5500	Jacksonville 904-634-0052
Charleston 843-308-9563	Nashville 615-242-9563
Charleston 2 843-202-1551	Orlando 407-413-5046
Charlotte 704-714-9661	Raleigh 919-863-9563
Columbia 803-399-9653	Richmond 804-644-9663
Columbia 2 706-724-1720	Savannah 912-965-9120
Dallas 972-258-9653	Tampa 813-972-9653

Company: (Bill To) BALFOUR BEATTY CONSTRUCTION

Job Site Name & Address: 404 KING ST CHARLESTON SC 29403

Report to: MARION SQUARE HOTEL

P.O. MARION SQUARE HOTEL- SKILLED

Time: MARTY DALE / P-SUT/FLYNN

No of Workers Needed: (1)

☑ Yes ☐ No (Circle Day Needed)

Mon Tues Wed Thurs Fri Sat Sun

How Many? [illegible] Time? [illegible] Report to: [illegible]

Authorized Signature [signature] Flynn Sadd Print Name

Reachable Phone Number:

Job Description: Skilled

Remarks:

SAFETY FIRST Our MOD Rate is 8.

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Glen Campbell					8			8

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS: 8

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily

INVOICE COPY

ELECTRONICALLY FILED - 2023 May-16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

REMIT PAYMENT TO:
STAFF ZONE
P.O. Box 890722
Charlotte, NC 28289-0722
(843) 202-1551

INVOICE

Invoice Number CA-15202374
Invoice Date 3/9/2017
Invoice Amount $2,304.17

Amount Paid

BALFOUR BEATTY CONSTRUCTION
JANETTE
19301 CAMDEN RD STE 280
CHARLOTTE NC 28203

PO # MARION SQUARE HOTEL SKILLED

Customer Number 53BALF

STAFF ZONE
Best in Class
SAFETY FIRST

Please remit this stub with payment

Date	Description	Ticket Number	Regular Hours	Regular Rate	Overtime Hours	Overtime Rate	Amount
2/27/2017	GLEN CAMPBELL E D ***	264760	8.00	$19.99	0.00	$0.00	$159.92
2/28/2017	KOERNER, DONALD R ***	264762	8.00	$19.99	0.00	$0.00	$159.92
2/28/2017	GLEN CAMPBELL E D ***	264773	8.00	$19.99	0.00	$0.00	$159.92
2/28/2017	KOERNER, DONALD R ***	264774	8.00	$19.99	0.00	$0.00	$159.92
3/1/2017	GLEN CAMPBELL E D ***	264811	8.00	$19.99	0.00	$0.00	$159.92
3/1/2017	KOERNER, DONALD R ***	264813	8.00	$19.99	0.00	$0.00	$159.92
3/2/2017	GLEN CAMPBELL E D ***	264857	8.00	$19.99	0.00	$0.00	$159.92
3/2/2017	KOERNER, DONALD R ***	264858	8.00	$19.99	0.00	$0.00	$159.92
3/3/2017	GLEN CAMPBELL E D ***	264899	8.00	$19.99	0.00	$0.00	$159.92
3/3/2017	GLEN CAMPBELL E D ***	264899	8.00	$19.99	0.00	$0.00	$159.92
3/3/2017	KOERNER, DONALD R ***	264900	8.00	$19.99	0.00	$0.00	$159.92
3/3/2017	KOERNER, DONALD R ***	264900	8.00	$19.99	0.00	$0.00	$159.92
3/4/2017	GLEN CAMPBELL E D ***	264947	8.00	$19.99	4.00	$29.99	$239.92
3/4/2017	KOERNER, DONALD R ***	264979	8.00	$19.99	4.00	$29.99	$239.92

SCA Benefits Surcharge

Vendor # 19617050 PA CA 3/16/17
Bus. unit/Job# BC6410CC
Cost Type/ object acct 52640
Cost Code/ subsidiary 5C6410CC
Amount $ 2,304.17
MGR APPROVAL
LESS Retainage Withheld $
Net Amount Due $

Total Due: $2,304.17

Invoice Number CA-15202374
Invoice Date 3/9/2017
Invoice Amount $2,304.17

THANK YOU FOR USING STAFF ZONE

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Company
(Bill To)

Job Site Name
& Address

Report to

Time

No of W k N d d

☐ Yes ☐ No
(Circle Day Needed)

How Many? Time Report to

Autho ized Signature Print Name

d abl Phone Number

Job Description

Remarks

Ou MOD R t

Employee Name	Mon	Tu	Wed	Thu	Fri	Sat	Sun	Total

TOTAL BILLABLE HOURS:

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ompany
(Bill To)

Job Site Name
& Address.

Report to

Time.

No of Workers Needed

☐ Yes ☐ No
(Circle Da. Needed)

Wed Thurs Fri Sat Sun

How Many; Time?_____Report to:_____

Author zed Signature

Print Name

R achable Phone Number.

Job Description

R mark

Our IOD Rates

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

SUPERVISION REQUI D

TOTAL BILLABLE HOURS:

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Company
(Bill To)

Job Site Name
& Address:

Report to:

Time:

No of Workers Needed:

☐ Yes ☐ No
Circle Day Needed

How Many? Time? Report to:

x
Authorized Signature Print Name

Reachable Phone Number

Job Description:

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS:

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Company
(Bill To)

Job Site Name
& Address.

Report to

Time

No of Workers Needed

☐ Yes ☐ No

(Circle Day Needed)

How Many? Time? Report to

Auth[illegible]ed Sig[illegible]ature Print Name

Reachable Phone Number

Job Description	Remarks

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

TOTAL BILLABLE HOURS:

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Company:
(Bill To)

Job Site Name
& Address:

Report to:

Time

No of Workers Needed

Job Description:

☐ Yes ☐ No

(Circle Day Needed)

Mon Tues Wed Thurs Fri Sat Sun

How Many? ___ Time?_____Report to:_____

*_____
Authorized Signature Print Name

Reachable Phone Number:

Remarks:

Our MOD Rat

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

TOTAL BILLABLE HOURS:

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Company:
(Bill To)

Job Site Name
& Address:

Report to:

Time:

No of Workers Needed:

☐ Yes ☐ No
(Circle Day Needed)

How Many? Time? Report to

Authorized Signature Print Name

Reachable Phone Number:

Job Description:	Remarks
	ar MOD Rat

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

TOTAL BILLABLE HOURS:

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Company
(Bill To)

Job Site Name
& Address

Report to

Time

No of Workers Needed

☐ Yes ☐ No
(Circle Day Needed)
Mon

How Many Time? Report to

Authorized Signature Print Name

Reachable Phone Number

Job Description	Remarks

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

TOTAL BILLABLE HOURS:

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Company
(Bill To)

Job Site Name
& Address:

Report to:

Time

No of Workers Needed

☐ Yes ☐ No
(Circle Day Needed)

Mon Tue Wed Thu Fri Sat Sun

How Many? ____ Time: ____ Report to: ____

Authorized Signature Print Name

Reachable Phone Number

Job Description

Remarks:

Our MOD Rate

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS:

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Company
(Bill To)

Job Site Name
& Address

Report to

Time:

No of Workers Needed

Yes No
(Circle Day Needed)

Time? Report to

Authorized Signature Print Name

Reachable Phone Number

Job Description

Remarks

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS:

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Company:
(Bill To)

Job Site Name
& Address

Report to:

Time:

No of Workers Needed:

Job Description

Yes No
(Circle Day Needed)

How Many? Time? Report to

Authorized Signature Print Name

Reachable Phone Number:

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

TOTAL BILLABLE HOURS:

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Company
(Bill To)

John Smith Agency
Address

Deposition

Time

No of Marks Provided

Yes No
(Circle Day Needed)
Mon Tues Wed Thurs Fri Sat Sun

How Many? Time? Report to:

Authorized Signature Print Name

Reachable Phone Number

Job Description

Remarks

Employee's Name Mon Tue Wed Thu Fri Sat Sun Total

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

REMIT PAYMENT TO:
STAFF ZONE
P.O. Box 890722
Charlotte, NC 28289-0722
(843) 308-9663

INVOICE

Invoice Date: 3/5/2017
Invoice Amount: $4,765.30

Amount Paid: _____

TERMS: NET CASH SEVEN (7) DAYS. PAST DUE 1ST ___ 18% INTEREST AND $___ (2% per month) THEREAFTER

BALFOUR BEATTY CONSTRUCTION
AP
1930 CAMDEN RD STE-280
CHARLOTTE NC, 28203

PO #:13026000/SKILLED CARPENTERS

Customer Number: 50BALF

† Please remit this stub with payment †

Date	Description	Ticket Number	Regular Hours	Regular Rate	Overtime Hours	Overtime Rate	Amount
2/27/2017	SHIVERS, KAREEM ***	856910	8.00	$19.99	0.00	$0.00	$159.92
2/27/2017	HOWARD, JAMES R. ***	856910	9.00	$19.99	0.00	$0.00	$179.91
2/27/2017	GROSS, THOMAS M ***	856910	9.00	$19.99	0.00	$0.00	$179.91
2/28/2017	HIERS, STEVE MICHAEL ***	856904	9.00	$19.99	0.00	$0.00	$179.91
2/28/2017	VICK, DAVID S ***	856953	3.50	$19.99	0.00	$0.00	$69.97
2/28/2017	HOWARD, JAMES R ***	856953	9.00	$19.99	0.00	$0.00	$179.91
2/28/2017	GROSS, THOMAS M ***	856953	9.00	$19.99	0.00	$0.00	$179.91
3/1/2017	HIERS, STEVE MICHAEL ***	856938	9.00	$19.99	0.00	$0.00	$179.91
3/1/2017	SHIVERS, KAREEM ***	857042	9.00	$19.99	0.00	$0.00	$179.91
3/1/2017	VICK, DAVID S ***	857042	9.00	$19.99	0.00	$0.00	$179.91
3/1/2017	HOWARD, JAMES R. ***	857042	6.00	$19.99	0.00	$0.00	$119.94
3/1/2017	GROSS, THOMAS M ***	857042	9.00	$19.99	0.00	$0.00	$179.91
3/2/2017	HIERS, STEVE MICHAEL ***	857174	9.00	$19.99	0.00	$0.00	$179.91
3/2/2017	SHIVERS, KAREEM ***	857118	9.00	$19.99	0.00	$0.00	$179.91
3/2/2017	VICK, DAVID S ***	857118	9.00	$19.99	0.00	$0.00	$179.91
3/2/2017	HOWARD, JAMES R. ***	857118	9.00	$19.99	0.00	$0.00	$179.91

Vendor # 1000210 PA CB 3110110

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026000	48440	50CICCCC	$ 4,765.30
			$

MGR APPROVAL

LESS Retainage Withheld $ _____

Net Amount Due $ _____

Invoice Number: CH-15049954
Invoice Date: 3/5/2017
Invoice Amount: $4,765.30

THANK YOU FOR USING STAFF ZONE

REMIT PAYMENT TO:
STAFF ZONE
P.O. Box 890722
Charlotte, NC 28289-0722
(843) 308-9663

INVOICE

Invoice Number: CH-1504995-I
Invoice Date: 3/5/2017
Invoice Amount $4,765.30

Amount Paid: _____

TERMS: NET CASH SEVEN (7) DAYS PAST DUE 1ST [illegible]% INTEREST ANNUM (1.5% per month) THEREAFTER

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BALFOUR BEATTY CONSTRUCTION
AP
1930 CAMDEN RD STE-280
CHARLOTTE NC, 28203

PO #:13026000/SKILLED CARPENTERS

Customer Number: 50BALF

			Regular		Overtime		
Date	Description	Ticket Number	Hours	Rate	Hours	Rate	Amount
3/2/2017	GROSS, THOMAS M ***	857118	9.00	$19.99	0.00	$0.00	$179.91
3/3/2017	HIERS, STEVE MICHAEL ***	857214	8.00	$19.99	0.00	$0.00	$159.92
3/3/2017	SHIVERS, KAREEM ***	857227	8.00	$19.99	0.00	$0.00	$159.92
3/3/2017	VICK, DAVID S ***	857227	8.00	$19.99	0.00	$0.00	$159.92
3/3/2017	HOWARD, JAMES R ***	857227	0.00	$0.00	1.00	$29.99	$29.99
3/3/[illegible]	HOWARD, JAMES R. ***	857227	7.00	$19.99	0.00	$0.00	$139.93
3/3/2017	GROSS, THOMAS M ***	857227	0.00	$0.00	4.00	$29.99	$119.96
3/3/2017	GROSS, THOMAS M ***	857227	4.00	$19.99	0.00	$0.00	$79.96
3/4/2017	HIERS, STEVE MICHAEL ***	857288	0.00	$0.00	3.00	$29.99	$89.97
3/4/2017	HIERS, STEVE MICHAEL ***	857288	5.00	$19.99	0.00	$0.00	$99.95
3/4/2017	SHIVERS, KAREEM ***	857304	0.00	$0.00	2.00	$29.99	$59.98
3/4/2017	SHIVERS, KAREEM ***	857304	6.00	$19.99	0.00	$0.00	$119.94
3/4/2017	VICK, DAVID S ***	857304	8.00	$19.99	0.00	$0.00	$159.92
3/4/2017	HOWARD, JAMES R ***	857304	0.00	$0.00	8.00	$29.99	$239.92
3/4/2017	GROSS, THOMAS M ***	857304	0.00	$0.00	8.00	$29.99	$239.92
	ACA Benefits Surcharge		197.50	$0.19	[illegible]	$0.00	$37.54

Total Due: $4,765.30

Invoice Number: CH-1504995-I
Invoice Date: 3/5/2017
Invoice Amount $4,765.30

THANK YOU FOR USING STAFF ZONE

Atlanta-Doraville, GA
770-220-9950
Atlanta-East Point, GA
404-762-2512
Atlanta-Marietta, GA
678-903 6545
[illegible]in, TX
[illegible]2-8367
Brunswick, GA
912-264-5500
Charleston, SC
843-308-9663
Charlotte, NC
704-714-9663
Columbia, SC
803-399-9663
Columbus, GA
706-324-1780
Dallas, TX
972-258-9663
Denver, CO
720-638-4972
Ft. Worth, TX
817 900-9000
Greensboro, NC
336-553-2970
Jacksonville, FL
904-634-0052
Nashville, TN
615-242-9663
Orlando, FL
407-413-5066
Raleigh, NC
919-863-9663
Richmond, VA
804-644-9663
Savannah, GA
912-965-9120
Tampa, FL
813-972-9663

Company:
(Bill To)

Job Site Name
& Address:

Report to:

Time: 7AM

No of Workers Needed: ( )

☐ Yes ☐ No
(Circle Day Needed)
Mon Tues Wed Thurs Fri Sat Sun

How Many? Time? Report to:

x
Author zed Signature Print Name

Reachable Phone Number:

Job Description:

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Kevin Shuck	8							8
Jason Davis	8							8
James Hyrcel	8							8
Dawn [illegible]								

SUPERVISION REQUIRED TOTAL BILLABLE HOURS:

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

REGIONAL COPY

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFF ZONE

Atlanta-Doraville, GA
770-220-9910
Atlanta-East Point, GA
404 762-2512
Atlanta-Marietta, GA
678 903-6545
[illegible]in, TX
[illegible]2 8367
Brunswick, GA
912-264-5500
Charleston, SC
843 308-9663
Charlotte, NC
704-714-9663
Columbia, SC
803-399-9663
Columbus, GA
706-324-1780
Dallas, TX
972 258-9663
Denver, CO
720-638-4972
Ft Worth, TX
817 900-9000
Greensboro, NC
336-553-2970
Jacksonville, FL
904-634-0052
Nashville, TN
615-242-9663
Orlando, FL
407-413-5066
Raleigh, NC
919-863-9663
Richmond, VA
804-644-9663
Savannah, GA
912-965-9120
Tampa, FL
813-972-9663

Company:
(Bill To)

Job Site Name
& Address:

Report to.

Time: 7

No of Workers Needed:

☑ Yes ☐ No
(Circle Day Needed)
Mon Tues Wed Thurs Fri Sat Sun

How Many? Time? Report to:

x Authorized Signature Print Name

Reachable Phone Number:

Job Description:

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Steven Hall								

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS:

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

REGIONAL COPY

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Atlanta-Doraville, GA
770-220-9250
Atlanta-East Point, GA
404-762 [illegible]12
Atlanta-Marietta, GA
678-903-6545
[illegible]stin, TX
[illegible]152-8367
[illegible]runswick, GA
912-264-5500
Charleston, SC
843-308-9663
Charlotte, NC
704-714-9663
Columbia, SC
803-399 [illegible]663
Columbus, GA
706-324 1780
Dallas, TX
972-258-[illegible]
Denver, CO
720-638-4972
Ft. Worth, TX
817-900-9000
Greensboro, NC
336-553 2970
Jacksonville, FL
904-634-0052
Nashville, TN
615-242 9663
Orlando, FL
407-413-5066
Raleigh, NC
919-863 9663
Richmond, VA
804-644-9663
Savannah, GA
912-965-9120
Tampa, FL
813 972 9663

Company
(Bill To)

Job Site Name
& Address:

Report to:

Time

No of Workers Needed:

☒ Yes ☐ No
(Circle Day Needed)
Mon Tues Wed Thurs Fri Sat Sun

How Many? Time? Report to:

x
Authorized Signature Print Name

Reachable Phone Number:

Job Description

Remarks

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS:

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily

REGIONAL COPY

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Atlanta-Doraville, GA
770-220-9950
Atlanta-East Point, GA
404-762-2512
Atlanta-Marietta, GA
678-903-6545
[illegible]tin, TX
[illegible]32-8367
Brunswick, GA
912-264-5500
Charleston, SC
843-308-9663
Charlotte, NC
704-714-9663
Columbia, SC
803-399-9663
Columbus, GA
706 324-1780
Dallas, TX
972 258-9663
Denver, CO
720-638-4972
Ft. Worth, TX
817 900-9000
Greensboro, NC
336-553-2970
Jacksonville, FL
904 634-0052
Nashville, TN
615-242 9663
Orlando, FL
407-413-5066
Raleigh, NC
919-863-9663
Richmond, VA
804-644-9663
Savannah, GA
912-965-9120
Tampa, FL
813-972-9663

Company:
(Bill To)

Job Site Name
& Address:

Report to:

Time:

No of Workers Needed:

☐ Yes ☐ No
(Circle Day Needed)
Mon Tues Wed Thurs Fri Sat Sun

How Many? Time? Report to:

x _____
Authorized Signature Print Name

Reachable Phone Number.

Job Description:

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

SUPERVISION REQUIRED TOTAL BILLABLE HOURS:

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

REGIONAL COPY

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFFMARK

Atlanta-Doraville, GA
770-220-9950
Atlanta-East Point, GA
404-762-2512
Atlanta-Marietta, GA
678-903-6545
[illegible]tin, TX
52-8367
Brunswick, GA
912 264 5500
Charleston, SC
843-308-9663
Charlotte, NC
704-714-9663
Columbia, SC
803 399-9663
Columbus, GA
706-324-1780
Dallas, TX
9[illegible]2 258 9663
Denver, CO
720 638 4972
Ft. Worth, TX
817 900-9000
Greensboro, NC
336-553-2970
Jacksonville, FL
904-634-0052
Nashville, TN
615 242-9663
Orlando, FL
407 413 5006
Raleigh, NC
919 863-9663
Richmond, VA
804-644-9663
Savannah, GA
912 965-9120
Tampa, FL
813 972 9663

Company:
(Bill To)

Job Site Name
& Address:

Report to:

Time:

No of Workers Needed:

☐ Yes ☐ No
(Circle Day Needed)
Mon Tues Wed Thurs Fri Sat Sun

How Many? Time? Report to:

x
Authorized Signature Print Name

Reachable Phone Number:

Job Description

Remarks

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS:

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

REGIONAL COPY

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Atlanta-Doraville, GA
770-220-9950
Atlanta-East Point, GA
404-762 2512
Atlanta-Marietta, GA
678-903-6545
[illegible]tin, TX
[illegible]52-836[illegible]
Brunswick, GA
912 264-5500
Charleston, SC
843-308-9663
Charlotte, NC
704-714-9663
Columbia, SC
803-399-9663
Columbus, GA
706 324-1780
Dallas, TX
972 258-9663
Denver, CO
720 638-4972
Ft. Worth, TX
817-900-9000
Greensboro, NC
336-553-2970
Jacksonville, FL
904 634-0052
Nashville, TN
615-242-9663
Orlando, FL
407-413-5005
Raleigh, NC
919 863-9663
Richmond, VA
804 644 9663
Savannah, GA
912-965-9120
Tampa, FL
813-972-9663

Company:
(Bill To)

Job Site Name
& Address:

Report to:

Time: [illegible]am

No of Workers Needed:

☐ Yes ☐ No
(Circle Day Needed)
Mon Tues Wed Thurs Fri Sat Sun

How Many?_____ Time? Report to: [illegible]

x [illegible]
Authorized Signature Print Name

Reachable Phone Number:

Job Description:

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
[illegible]								

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS:

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

REGIONAL COPY

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Atlanta-Doraville, GA
770-220-9050
Atlanta-East Point, GA
404-762 2512
Atlanta-Marietta, GA
678-903-6545
Austin, TX
152-8367
Brunswick, GA
912 264 5500
Charleston, SC
843-308-9663
Charlotte, NC
704-714-9663
Columbia, SC
803 399-9663
Columbus, GA
706-324-1780
Dallas, TX
972-258-9663
Denver, CO
720 638-4972
Ft. Worth, TX
817 900-9000
Greensboro, NC
336-553 2970
Jacksonville, FL
904-634-0052
Nashville, TN
615-242-9663
Orlando, FL
407-413 5066
Raleigh, NC
919-863-9663
Richmond, VA
804 644-9663
Savannah, GA
912-965-9120
Tampa, FL
813 972 9663

Company:
(Bill To)

Job Site Name
& Address:

Report to:

Time:

No of Workers Needed:

☐ Yes ☐ No
(Circle Day Needed)
Mon Tues Wed Thurs Fri Sat Sun

How Many? ____ Time? ____ Report to: ____

x
Authorized Signature Print Name

Reachable Phone Number:

Job Description:

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

SUPERVISION REQUIRED TOTAL BILLABLE HOURS:

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

REGIONAL COPY

Atlanta-Doraville, GA
770 220-9950
Atlanta-East Point, GA
404-762 25 2
Atlanta-Marietta, GA
678 903-654
Austin, TX
512 452-8367
Brunswick, GA
912-264-5500
Charleston, SC
843 308 9663
Charlotte, NC
704 714-9663
Columbia, SC
803 399-9663
Columbus, GA
706-324 1780
Dallas, TX
972 258 9663
Denver, CO
720 638-4972
Ft Worth, TX
817-900 9000
Greensboro, NC
336 553-2970
Jacksonville, FL
904-634-0052
Nashville, TN
615-242-9663
Orlando, FL
413 5066
ugh, NC
919 863-9663
Richmond, VA
804 644-9663
Savannah, GA
912-965 9120
Tampa, FL
813 972 9663

Date:

Company
(Bill To)

Job Site Name
& Address

Report to:

Time:

No of Workers Needed:

Repeat Work Order?

☐ Yes ☐ No
(Circle Day Needed)
Mon Tues Wed Thurs Fri Sat Sun

How Many? ____ Time? ____ Report to: ____

x
Authorized Signature Print Name

Reachable Phone Number:

Job Description:

Remarks

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

SUPERVISION REQUIRED TOTAL BILLABLE HOURS:

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

REMIT PAYMENT TO:
STAFF ZONE
P.O. Box 890722
Charlotte, NC 28289-0722
(843) 308-9663

INVOICE

Invoice Number: C11-15049955
Invoice Date: 3/5/2017
Invoice Amount: $1,212.07

Amount Paid: _____

TERMS: NET CASH SEVEN (7) DAYS PAST DUE 31ST 18% INTEREST ANNUM (1.5% per month) THEREAFTER

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BALFOUR BEATTY CONSTRUCTION
AP
1930 CAMDEN RD STE-280
CHARLOTTE NC, 28203

PO #:13026000/ TOMMIE SUMMERS

Customer Number: 50BALF

† Please remit this stub with payment †

Date	Description	Ticket Number	Regular Hours	Regular Rate	Overtime Hours	Overtime Rate	Amount
2/27/2017	SUMMERS, TOMMIE ***	856902	7.00	$19.99	0.00	$0.00	$139.93
3/3/2017	SUMMERS, TOMMIE ***	856994	0.00	$0.00	5.50	$29.99	$164.95
3/3/2017	SUMMERS, TOMMIE ***	856994	33.00	$19.99	0.00	$0.00	$659.67
3/4/2017	SUMMERS, TOMMIE ***	857293	0.00	$0.00	8.00	$29.99	$239.92
	ACA Benefits Surcharge		40.00	$0.14		$0.00	$7.60

Vendor # 1967295 PA CB 3/10/2017
Bus. unit/Job# 13026400 Cost Type/ object acct 12040 Cost Code/ subsidiary 50616000 Amount $1,212.07

MGR APPROVAL _____ LESS Retainage Withheld $_____

Net Amount Due $_____

$_____

Total Due: $1,212.07

Invoice Number: C11-15049955
Invoice Date 3/5/2017
Invoice Amount $1,212.07

THANK YOU FOR USING STAFF ZONE

STAFF ZONE

Atlanta-Doraville, GA
770-220-9950
Atlanta-East Point, GA
404-762-2512
Atlanta-Marietta, GA
678-903-6545
[illegible]stin, TX
452-8367
Brunswick, GA
912-264-5500
Charleston, SC
843-308-9663
Charlotte, NC
704-714-9663
Columbia, SC
803-399-9663
Columbus, GA
706-324-1780
Dallas, TX
972-258-9663
Denver, CO
720-638-4972
Ft. Worth, TX
817-900-9000
Greensboro, NC
336-553-2970
Jacksonville, FL
904-634-0052
Nashville, TN
615-242-9663
Orlando, FL
407-413-5066
Raleigh, NC
919-863-9663
Richmond, VA
804-644-9663
Savannah, GA
912-965-9120
Tampa, FL
813-972-9663

Company:
(Bill To)

Job Site Name
& Address:

Report to:

Time:

No of Workers Needed:

☑ Yes ☐ No
(Circle Day Needed)
Mon Tues Wed Thurs Fri Sat Sun

How Many? Time? Report to:

x
Authorized Signature Print Name

Reachable Phone Number:

Job Description:

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

SUPERVISION REQUIRED

TOTAL BILLABLE HOURS:

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

REGIONAL COPY

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFFQUE

Atlanta-Doraville, GA
770-220-9950
Atlanta-East Point, GA
404-762-2512
Atlanta-Marietta, GA
678-903-6545
Austin, TX
512-452-8367
Brunswick, GA
912 264-5500
Charleston, SC
843 308-9663
Charlotte, NC
704-714-9663
Columbia, SC
803-399-9663
Columbus, GA
706-324-1780
Dallas, TX
972 258 9663
Denver, CO
720-638-4972
Ft. Worth, TX
817-900-9000
Greensboro, NC
336 553-2970
Jacksonville, FL
904-634-0052
Nashville, TN
615-242-9663
Orlando, FL
407 413-5066
Raleigh, NC
919-863-9663
Richmond, VA
804-644-9663
Savannah, GA
912-965-9120
Tampa, FL
813-972-9663

Company
(Bill To)

Job Site Name
& Address:

Report to:

Time:

No of Workers Needed:

☐ Yes ☐ No
(Circle Day Needed)
Mon Tues Wed Thurs Fri Sat Sun

How Many?_____ Time?_____ Report to:_____

x_____
Authorized Signature Print Name

Reachable Phone Number:

Job Description:

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

SUPERVISION REQUIRED TOTAL BILLABLE HOURS:

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed hours worked satisfactorily.

REGIONAL COPY

STAFFQUE

Atlanta-Doraville, GA
770-220-9950
Atlanta-East Point, GA
404-762 2512
Atlanta-Marietta, GA
678-903-6545
Austin, TX
512-452-8367
Brunswick, GA
912 264-5500
Charleston, SC
843-308-9663
Charlotte, NC
704-714-9663
Columbia, SC
803-399-9663
Columbus, GA
706-324-1780
Dallas, TX
972 258-9663
Denver, CO
720-638-4972
Ft. Worth, TX
817 900 9000
Greensboro, NC
336-553-2970
Jacksonville, FL
904-634-0052
Nashville, TN
615-242 9663
Orlando, FL
407-413-5066
Raleigh, NC
919-863-9663
Richmond, VA
804-644-9663
Savannah, GA
912-965-9120
Tampa, FL
813-972-9663

Date:

Company:
(Bill To)

Job Site Name
& Address:

Report to

Time:

No of Workers Needed:

Repeat Work Order?

☐ Yes ☐ No
(Circle Day Needed)
Mon Tues Wed Thurs Fri Sat Sun

How Many? Time? Report to:

x_____
Authorized Signature Print Name

Reachable Phone Number.

Job Description:

Remarks

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

SUPERVISION REQUIRED TOTAL BILLABLE HOURS:

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004108

REMIT PAYMENT TO:
STAFF ZONE
P.O. Box 890722
Charlotte, NC 28289-0722
(843) 202-1551

INVOICE

Invoice Number: CA-15202406
Invoice Date: 3/12/2017
Invoice Amount: $1,696.68

Amount Paid: _____

TERMS: NET CASH SEVEN (7) DAYS PAST DUE 31ST, 18% INTEREST ANNUM (1.5% per month) THEREAFTER

BALFOUR BEATTY CONSTRUCTION
JANETTE
1930 CAMDEN RD STE 280
CHARLOTTE, NC 28203

PO #:MARION SQUARE HOTEL SKILLED

Customer Number: 52BALF

† Please remit this stub with payment †

			Regular		Overtime		
Date	Description	Ticket Number	Hours	Rate	Hours	Rate	Amount
3/6/2017	GLEN, CAMPBELL D ***	264991	9.00	$19.99	0.00	$0.00	$179.91
3/6/2017	KOERNER, DONALD R ***	264994	8.50	$19.99	0.00	$0.00	$169.92
3/7/2017	GLEN, CAMPBELL D ***	265029	9.00	$19.99	0.00	$0.00	$179.91
3/7/2017	KOERNER, DONALD R ***	265017	9.00	$19.99	0.00	$0.00	$179.91
3/8/2017	KOERNER, DONALD R ***	265071	8.00	$19.99	0.00	$0.00	$159.92
3/9	GLEN, CAMPBELL D ***	265107	9.00	$19.99	0.00	$0.00	$179.91
3/10/2017	GLEN, CAMPBELL D ***	265167	9.00	$19.99	0.00	$0.00	$179.91
3/11/2017	GLEN, CAMPBELL D ***	265198	0.00	$0.00	4.00	$29.99	$119.96
3/11/2017	GLEN, CAMPBELL D ***	265198	4.00	$19.99	0.00	$0.00	$79.96
3/12/2017	GLEN, CAMPBELL D ***	347847	0.00	$0.00	8.50	$29.99	$254.92
	ACA Benefits Surcharge		65.50	$0.19	0.00	$0.00	$12.44

Vendor # 1967290 CA 3/15/17

Bus. unit/Job#	Project/ object acct	Cost Code/ subsidiary	Amount
1302/400	48040	50610000	$ 1,696.68
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

Total Due: $1,696.68

Invoice Number: CA-15202406
Invoice Date: 3/12/2017
Invoice Amount: $1,696.68

THANK YOU FOR USING STAFF ZONE

-220-9950	920-619-4872
767-8513	319-787-6078
-903-6545	817-900-9900
-924-9585	Greensboro 336-553-2970
2-452-8367	Greenville 864-271-0004
5-703-9701	Huntsville 256-954-7274
2 264-5500	Jacksonville 904-634-0052
3-308-9663	Knoxville 615-242-9663
3-202-1551	Orlando 407-413-5066
4-714-9663	Raleigh 919-863-9663
03-399-9663	Richmond 804-644-9663
56-224-[illegible]	San Antonio 512-965-[illegible]
7-258-9663	Tampa 813-972-9663

(Bill To)

Job Site Name & Address:

Report to:

Time:

No of Workers Needed:

(Circle Day Needed)

Mon Tues Wed Thurs Fri Sat Sun

How Many?___ Time? ___Report to:_____

X_____

Authorized Signature Print Name

Reachable Phone Number:

Job Description:

Remarks: Our MOD Rate is

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

TOTAL BILLABLE HOURS:

By signature above, customer agrees to the terms & conditions set on the reverse side of this form and that employees performed satisfactorily.

ELECTRONICALLY FILED - 2021 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFFZONE

0 220-9950	720-638-4972
	919-797-0004
	617-960-9000
	336 562 3970
	864-271-0004
	256-964-7274
	904 634-0052
	615-242-9663
343 202 1551	407-413 5066
704-714 9663	919 863-9663
803 399-9663	804 644-9663
706-324-1780	912 965-91
972-250 9663	813-972-9663

Company:
(Bill To)

Job Site Name
& Address:

Report to:

Time:

No of Workers Needed:

☐ Yes ☐ No
(Circle Day Needed)
Mon Tues Wed Thurs Fri Sat Sun

How Many?___ Time?_____ Report to:_____

Authorized Signature Print Name

Reachable Phone Number:

Job Description:

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

TOTAL BILLABLE HOURS:

By signature above I authorize the terms & conditions on the reverse side of this form and that I delivered personnel to work as described.

ELECTRONICALLY FILED - 2023 MAY 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

770-220-9950	638-4972
2-2512	919-797 0004
678-903-6545	
706-724-9585	336-553-2970
512-452 8367	864-271 0004
	256-964-3274
912-264-5500	904-634 0052
843-308-9663	
843-202 1551	407-413 5066
704-714-9663	919-663-9663
803 399-9663	804-644-9663

Company
(Bill To)

Job Site Name
& Address:

Report to:

Time:

No of Workers Needed:

Repeat Work Order?

☐ Yes ☐ No

(Circle Day Needed)

Mon Tue Wed Thurs

How Many?_____Time?_____Report to:_____

Authorized Signature

Print Nam

Reachable Phone Number:

Job Description:

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

TOTAL BILLABLE HOURS:

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFFZONE

720-638-4972	
919-797-0004	
817-900-0000	
336-553-2970	
864-271-0004	
904-634-0052	
615-242-9663	
407-413-5006	
919-663-9663	
804-644-9663	
912 965 9120	
813 972 9663	

Company:
(Bill To)

Job Site Name
& Address:

Report to:

Time:

No of Workers Needed:

☒ Yes ☐ No
(Circle Day Needed)
Mon Tues Wed Thurs Fri Sat Sun

How Many?____ Time?_____Report to:_____

Authprized Signature

Print Name

Reachable Phone Number:

Job Description:

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

TOTAL BILLABLE HOURS:

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFF ZONE

770-220-9950

404-762-2512

724-9565

512-452-8367

912-264-5500

843-308-9663

843 202 1551

803-399-9663

706-324-1780

813 972 9663

336-553-2970

664-271-0004

904-634-0052

615-247 9663

407-413-5066

804-644-9663

Company
(Bill To)

Job Site Name
& Address:

Report to:

Time:

No of Workers Needed:

☐ Yes ☐ No
(Circle Day Needed)
Mon Tues Wed Thurs Fri Sat Sun

How Many? 1 Time? _____ Report to: _____

Authorized Signature Print Name

Reachable Phone Number:

Job Description:

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

TOTAL BILLABLE HOURS:

By signature above, customer agrees to the terms & conditions on the reverse side of this form and that employee performed the services and satisfaction

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFFZONE

0-229-9950	720-636-4972
4-762-2512	919-797-0004
78-903-6	
86 [illegible]	[illegible]
2-452-8367	864-271-0004
[illegible]	[illegible]
52 264-5500	904 634-0052
43-308-9663	615-247-9663
43-202 *551	407-413-5066
704 714 9663	919-863-9663
803 399 9663	803-644-9643
706-324-1760	912-965-9120
973-257-9664	[illegible]

Company:
(Bill To)

Job Site Name
& Address:

Report to:

Time:

No of Workers Needed:

☐ Yes ☐ No
(Circle Day Needed)
Mon Tue Wed Thurs Fri Sat Sun

How Many? Time? Report to:

Authorized Signature Print Name

Reachable Phone Number:

Job Description:

Remarks: Our MOD Rate is

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

TOTAL BILLABLE HOURS:

[illegible] employee performed hours worked satisfactorily

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFFZONE

770-220-9950	720 638-4972
404-762-7512	919-797-0004
678-903-6545	817-900-9000
706-724-9585	336-553-2970
512-452-8367	864-271-0004
205-703-9701	256-964-7274
912-264-5500	904-634-0052
843-308-9663	615-242-9663
843-202-1551	407-413-5066
704-714-9663	919-863-9663
803-399-9663	804-644-9663
[illegible]	[illegible]
[illegible]	[illegible]

Company:
(Bill To)

Job Site Name
& Address:

Report to:

Time:

No of Workers Needed:

Repeat Work Order?

☑ Yes ☐ No

(Circle Day Needed)

Mon Tues Wed Thurs Fri Sat Sun

How Many? ____ Time? ____ Report to: ____

Authorized Signature

Print Name

Reachable Phone Number:

Job Description:

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

TOTAL BILLABLE HOURS:

STAFFZONE

770-220-9950	720-638-4972
404-762-251	919-797-0004
678-903-545	817-900-9000
706-724-9585	336-553-2970
512-452-8367	864-271-0004
205-703-9701	256-964-7274
912-264-5500	904-634-0052
843-308-9663	615-242-9663
843-202-1551	407-413-5066
704-714-9663	919-863-9663
803-399-9663	804-644-9663
[illegible]	[illegible]
[illegible]	[illegible]

Date:

Company:
(Bill To)

Job Site Name
& Address:

Report to:

Time:

No of Workers Needed:

Repeat Work Order?

☑ Yes ☐ No

(Circle Day Needed)

How Many? ____ Time? ____ Report to: ____

Authorized Signature

Print Name

Reachable Phone Number:

Job Description:

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

TOTAL BILLABLE HOURS:

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFF ZONE

0-220-9950	720-638-4472
4 762 2517	919-797 0004
8-903-6515	817-900-9039
16 724-9585	336-553-2970
12-452-8367	864-271 0031
35-703-9701	336 384 72
12 264-5500	904-634 0052
43-308-9663	615-242 0053
143 202-1551	407 410 5 55
704 714 9563	919-863-9663
303-379-9663	804-644-9563
705-324-1760	912 965 9120
4 J 35-1	813 877 966

Company:
(Bill To)

Job Site Name
& Address:

Report to:

Time:

No of Workers Needed:

☐ Yes ☐ No
(Circle Day Needed)
Mon Tues Wed Thurs Fri Sat Sun

How Many? Time? Report to:

Authorized Signature

Print Name

Reachable Phone Number:

Job Description:

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

TOTAL BILLABLE HOURS:

and that employee performed hours worked satisfactorily

INVOICE COPY

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

REMIT PAYMENT TO:
STAFF ZONE
P.O. Box 890722
Charlotte, NC 28289-0722
(843) 202-1551

INVOICE

Invoice Number: CA-15202444
Invoice Date: 3/19/2017
Invoice Amount: $1,721.78

Amount Paid _____

TERMS: NET CASH SEVEN (7) DAYS PAST DUE 31ST. 18% INTEREST ANNUM (1.5% per month) THEREAFTER

ELECTRONICALLY FILED - 2022 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001508

BALFOUR BEATTY CONSTRUCTION
JANETTE
1930 CAMDEN RD STE 280
CHARLOTTE, NC 28203

PO #:MARION SQUARE HOTEL SKILLED

Customer Number: 52BALF

* Please remit this stub with payment *

Date	Description	Ticket Number	Regular Hours	Regular Rate	Overtime Hours	Overtime Rate	Amount
3/13/2017	GLEN, CAMPBELL D ***	347852	9.00	$19.99	0.00	$0.00	$179.91
3/14/2017	GLEN, CAMPBELL D ***	347871	8.50	$19.99	0.00	$0.00	$169.91
3/15/2017	GLEN, CAMPBELL D ***	347921	9.00	$19.99	0.00	$0.00	$179.91
3/16/2017	GLEN, CAMPBELL D ***	347967	9.00	$19.99	0.00	$0.00	$179.91
3/16/2017	BENNETT, ANTHONY ***	347993	9.00	$19.99	0.00	$0.00	$179.91
3/17/2017	GLEN, CAMPBELL D ***	348039	0.00	$0.00	4.50	$29.99	$134.96
3/17/2017	GLEN, CAMPBELL D ***	348039	4.50	$19.99	0.00	$0.00	$89.96
3/18/2017	GLEN, CAMPBELL D ***	348062	0.00	$0.00	8.50	$29.99	$254.96
3/18/2017	BENNETT, ANTHONY ***	348063	8.50	$19.99	0.00	$0.00	$169.91
3/19/2017	BENNETT, ANTHONY ***	348118	8.50	$19.99	0.00	$0.00	$169.91
	ACA Benefits Surcharge		66.00	$0.19	[illegible]	$0.00	$12.54

Total Due: $1,721.78

Invoice Number: CA-15202444
Invoice Date: 3/19/2017
Invoice Amount: $1,721.78

THANK YOU FOR USING STAFF ZONE

STAFF ZONE

Company
(Bill To)

Job Site Name
& Address

Report to

Time:

No of Workers Needed

☐ Yes ☐ No
(Circle Day Needed)

How Many?____ Time? ____ Report to:____

Authorized Signature

Print Name

Reachable Phone Number:

Job Description:

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

TOTAL BILLABLE HOURS:

ELECTRONICALLY FILED - 2023 May-16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFF ZONE

1-229-9550	720-638-4972
1-762-2517	919-797-0004
8-903-6545	817-930 9000
5-724 9585	336-553 2970
2-452 8267	864-271-0004
15-703-9701	256-964 7274
12-2u4-5PC	904 634 0052
33 308-9563	615 247 966_
Charleston 2	Char 2
43 202-1551	407-413-5066
	Raleig
04-714 9663	919 863 9663
03-399-9663	803-644 9663
06-324-1780	912-965 9120
772-258-9661	833-972 9663

Company:
(Bill To)

Job Site Name
& Address.

Report to

Time

No of Workers Needed:

☐ Yes ☐ No
(Circle Day Needed)

How Many? Time? Report to:

Authorized Signature Print Name

Reachable Phone Number.

Job Description:

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	

TOTAL BILLABLE HOURS:

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFF ZONE

70 [illegible] 8720	720-636-4272
34-762-2512	919-797-0034
76-903-6545	817-900-9300
06-724-9585	336-355-2970
[illegible]	864-271-0004
205-703 970	256- 7273
912 764 5500	904-624-0952
843-308-9661	61 247 9661
643 202 1551	407-413-5066
704-714-9663	919 863 966
803 399-9663	803-643
706-324- 780	912-965 9120
[illegible]	81 [illegible]

Company:
(Bill To)

Job Site Name
& Address:

Report to:

Time:

No of Workers Needed:

☐ Yes ☐ No
(Circle Day Needed)

How Many? Time? Report to:

Authorized Signature Print Name

Reachable Phone Number:

Job Description:

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

TOTAL BILLABLE HOURS:

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

TAFF ZONE

920-9560	720-630-4977
452-13[illegible]7	919-797-0004
302 [illegible]343	[illegible]
[illegible]	[illegible]
[illegible]	864-271-0004
703 9701	256 954 7773
264-5500	804-634-0052
363 643	15 242 946
202 1	407-413-5066
714 966	919-853-9663
[illegible]	[illegible]
[illegible] 89	912 965 9120
258	81 966

Company
(Bill To)

Job Site Name
& Address:

Report to

Time:

No of Workers Needed:

☐ Yes ☐ No
(Circle Day Needed)

How Many?___ Time?_____ Report to:_____

Authorized Signature

Print Name

Reachable Phone Number:

Job Description:

Remarks

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

TOTAL BILLABLE HOURS:

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFF ZONE

Company
(Bill To)

Job Site Name
& Address:

Report to.

Time

No. of Workers Needed

☐ Yes ☐ No
(Circle Day Needed)
Mon Tues Wed Thurs Fri Sat Sun

How Many? Time? Report to:

Authorized Signature Print Name

Reachable Phone Number

Job Description

Remarks

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

TOTAL BILLABLE HOURS:

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFFZONE

Company:
(Bill To)

Job Site Name
& Address.

Report to:

Time:

No of Wor ers Needed

☑ Yes ☐ No
(Circle Day Needed)

How Many? Time? Report to:

Authorized Signature Print Name

Reachable Phone Number:

Job Description

Remarks

O r OD Rat i

mployee Nam	M	ue	Wed	Fri	Sat	Sun	Total

TOTAL BILLABLE HOURS:

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFF ZONE

Company:
(Bill To)

Job Site Name
& Address:

Report to:

Time:

No of Workers Needed:

☐ Yes ☐ No
(Circle Day Needed)

How Many? Time? Report to:

Authorized Signature Print Name

Reachable Phone Number:

Job Description:

Remarks:

Employee Name	Mon	Tue	Wed	T	Fri	Sat	Sun	Total

TOTAL BILLABLE HOURS:

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFFZONE

Company
(Bill To)

Job Site Name
& Address

Report to:

Time:

No of Workers Needed:

☒ Yes ☐ No
(Circle Day Needed)

Mon Tues Wed Thurs Fri Sat Sun

How Many? ____ Time? ____ Report to: ____

Authorized Signature

Print Name

Reachable Phone Number:

Job Description:

Remarks

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

TOTAL BILLABLE HOURS:

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFF ZONE

730-220-9950 720-638-4972

404-762-2512 919-797-0004

678-903-6545 817-900-9000

706-724-9585 316-553-29[illegible]

512-452-8367 864-271-[illegible]

205-701-9701 256-964-[illegible]

912-264-5500 904-634-0052

[illegible] [illegible]

[illegible] [illegible]

704-[illegible]4-9663 1-863-[illegible]

[illegible]73-399-9563 804-644-[illegible]

706-324-[illegible] 912-[illegible]

[illegible]

Company
(Bill To)

Job Site Name
& Address:

Report to:

Time:

No of Workers Needed:

☑ Yes ☐ No
(Circle Day Needed)

How Many?_____Time?__ Report to:_____

Authorized Signature Print Name

Reachable Phone Number

Job Description

Remarks

Our MOD Rate is [illegible]

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total

TOTAL BILLABLE HOURS:

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request # 3
Work Performed Through: 03/01/17

Subcontractor's Name: Ram Tool
Subcontractor's Address: PO Box 743487
Atlanta, GA 30374-3487

Phone Number: 205-714-3300
Fax Number:

Project Name: Hotel at Marion Square
Owner: Library & Associates
Job No.: 13026400
Date: 03/09/17

Description of Work: Tools

Original Contract Amount	$2,595 08	
Change Order Total	$0 00	
Through C/O #: 0		
Total Revised Contract	$2,595.08	
Previous Work Performed to Date(SSR)	$0.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0 00	
Current Month Gross	$2,595.08	
New Work Performed to Date	$2,595.08	
Less 0 % Retainage	$0.00	
Amount Earned to Date	$2,595.08	
Less Previous Net Billings	$0 00	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$2,595.08	

Subcontract [X] Purchase Order [ ]
Other Contract Type

Unit Price [ ] Lump Sum [X]
Bonded [-] Unbonded [X]

Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]

Insurance Status: Universal
Insurance Expiration Date:

Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site	Y [ ]	N [X]

If yes, attach stored materials checklist

Final Payment Y [ ] N [X]
If yes, see attached checklist

Owner Billing Number: N/A
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	1967290	13026400	
Date	**Invoice #**	**Description**		
03/01/17	13026400 - 03	13026400 . PE# 03 . 170301		
Gross Amount		**Retainage Amt**	**Net Amount**	
$2,595 08		$0.00	$2,595.08	
Trade Account?	**Tax Code**	**Pay Item & Cost Code**		**Accrue Tax?**
NO		50610000.00000000		NO

Hall Codes: 03- Cond Prog

Approvals:

PM / Date

CA 03/09/17
PA / Date

APA / Date

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

EXHIBIT A

Ram Tool

Marion Square

JOB#: 13026400 CONTRACT#: 0 PAY APP# : 1

March 1, 2017

INVOICE DATE	INVOICE #	PREVIOUSLY PAID INVOICES	CURRENT INVOICES DUE	COMMENTS
2/13/2017	93526600		$ 199.04	
2/16/2017	93533912		$ 197.64	
2/20/2017	93539653		$ 32.06	
2/21/2017	93541460		$ 208.26	
2/24/2017	93550409		$ 90.28	
2/27/2017	93552252		$ 183.63	
2/27/2017	93552251		$ 979.83	
2/28/2017	93555631		$ 211.05	
3/1/2017	93558340		$ 493.29	

RAM TOOL
CONSTRUCTION SUPPLY CO.

ACCOUNTS RECEIVABLE DEPARTMENT
(205) 714-3300 / (800) 890-1988
FAX# (205) 322-6311

Please Remit To:
RAM Tool A/R Dept.
P.O. Box 743487
Atlanta, GA 30374-3487

RECEIVED
FEB 21 2017
By

Invoice
93526600
02/13/2017
Sold-To Party : 105588

58872195*36073*42363745031594932*0403*10 1/1

BLFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD
CHARLOTTE NC 28203

CUMENTS
es Order: 3537100
. No.: MARTY / MARION SQUARE

Ship-To-Party : 5210434
MARION SQUARE
CORNER OF KING AND HUTSON STREET
CHARLESTON SC 29403

INFORMATION

Incoterm	004 Truck Delivery
Branch Location	SC01 CHARLESTON, SC
Total Invoice Amount	**199.04 USD**
Terms of Payment	Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	RAW-02726 TAPPER+ HWH 1/4 X 2 3/4 (100/BX)	5 BOX	25.00000	125.00
20	ETA-1094000 12 X 2 3/4 PFH TEK 4 HEADER W/WINGS E	200 EA	0.29220	58.44
	Subtotal Before Tax			183.44
	Total Sales Tax			15.60
			Total Invoice in USD	199.04

(H) msr app
Batch # 234516
Doc # 143275

Vendor # 117022 PA CA 2/28/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13686100	42035	10146005	$ 199.04
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

DID YOU KNOW: Invoices can be sent electronically and are also available via our NEW Online Customer Portal. Please contact us to learn more and sign up today. Thank you for your business! Email: arcustomerrequest@ram-tool.com

R - 20137

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

1

RAM TOOL
CONSTRUCTION SUPPLY CO.

ACCOUNTS RECEIVABLE DEPARTMENT
(205) 714-3300 / (800) 890-1988
FAX# (205) 322-6311

Please Remit To:
RAM Tool A/R Dept.
P.O. Box 743487
Atlanta, GA 30374-3487

RECEIVED
FEB 27 2017
By

Invoice

93533912
02/16/2017
Sold-To Party : 105588

BLFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD
CHARLOTTE NC 28203

CUMENTS
ss Order: 3543609
. No.: PETE / MARION SQUARE

Ship-To-Party : 5210434
MARION SQUARE
CORNER OF KING AND HUTSON STREET
CHARLESTON SC 29403

INFORMATION

Incoterm	004 Truck Delivery
Branch Location	SC01 CHARLESTON, SC
Total Invoice Amount	**197.64 USD**
Terms of Payment	Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	WER-M400003 TOOL LANYARD 15LB 30IN-50IN	12 EA	15.18000	182.16
	Subtotal Before Tax			182.16
	Total Sales Tax			15.48
			Total Invoice in USD	197.64

(H) mgr app
Batch # 2317516
Doc # 1432791

Vendor # 117092 PA CA 2/28/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026100	42035	1014600	$ 197.64
			$

MGR APPROVAL NS

LESS Retainage Withheld $
Net Amount Due $

DID YOU KNOW: Invoices can be sent electronically and are also available via our NEW Online Customer Portal. Please contact us to learn more and sign up today. Thank you for your business! Email: arcustomerrequest@ram-tool.com

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

RAM TOOL
CONSTRUCTION SUPPLY CO.

ACCOUNTS RECEIVABLE DEPARTMENT
(205) 714-3300 / (800) 890-1988
FAX# (205) 322-6311

Please Remit To:
RAM Tool A/R Dept.
P.O. Box 743487
Atlanta, GA 30374-3487

Invoice

93539653
02/20/2017
Sold-To Party : 105588

38976379*38073*D*4258012892107356990403*010 1/1

BLFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD
CHARLOTTE NC 28203

RECEIVED
FEB 27 2017
By

CUMENTS
ss Order: 3549315
. No.: PETE / MARION SQUARE

Ship-To-Party : 5210434
MARION SQUARE
CORNER OF KING AND HUTSON STREET
CHARLESTON SC 29403

INFORMATION

Incoterm	004 Truck Delivery
Branch Location	SC01 CHARLESTON, SC
Total Invoice Amount	**32.06 USD**
Terms of Payment	Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	MMM-70070614394	1 BOX	29.55000	29.55
	8210 N95 PARTICULATE RESPIRATOR DUST MAS			
	Subtotal Before Tax			29.55
	Total Sales Tax			2.51
			Total Invoice in USD	32.06

(H) mgr app
Batch # 2317516
Dcc # 1432097

Vendor # 117022 PA CA 2/23/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
1302610D	42035	4014600C	$ 32.06
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

DID YOU KNOW: Invoices can be sent electronically and are also available via our NEW Online Customer Portal. Please contact us to learn more and sign up today. Thank you for your business! Email: arcustomerrequest@ram-tool.com

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

RAM TOOL
CONSTRUCTION SUPPLY CO.

ACCOUNTS RECEIVABLE DEPARTMENT
(205) 714-3300 / (800) 890-1988
FAX# (205) 322-6311

Please Remit To:
RAM Tool A/R Dept.
P.O. Box 743487
Atlanta, GA 30374-3487

Invoice

93541460
02/21/2017
Sold-To Party : 105588

BLFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD
CHARLOTTE NC 28203

RECEIVED
FEB 27 2017
By

CUMENTS
es Order: 3552405
. No.: MARION SQUARE / MARTY

Ship-To-Party : 5210434
MARION SQUARE
CORNER OF KING AND HUTSON STREET
CHARLESTON SC 29403

INFORMATION

Incoterm	004 Truck Delivery
Branch Location	SC01 CHARLESTON, SC
Total Invoice Amount	**208.26 USD**
Terms of Payment	Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	SWE-WAX 150	2 DR	73.45000	146.90
	150-LB WAX-BASE SWEEPING COMPOUND NO MAR			
20	COR-CDM2	8 BOX	5.63000	45.04
	NUISANCE DUST MASK SINGLE STRAP 50/BX			
	Subtotal Before Tax			191.94
	Total Sales Tax			16.32
			Total Invoice in USD	208.26

(10) mgr app
Batch # 2348380 Doc # 1433705

Vendor # 117000 PA CO 3/23/2017

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
1306100	42035	1004000	$ 208.26
			$

MGR APPROVAL NS

LESS Retainage Withheld $

Net Amount Due $

DID YOU KNOW: Invoices can be sent electronically and are also available via our NEW Online Customer Portal. Please contact us to learn more and sign up today. Thank you for your business! Email: arcustomerrequest@ram-tool.com

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

RAM TOOL
CONSTRUCTION SUPPLY CO.

ACCOUNTS RECEIVABLE DEPARTMENT
(205) 714-3300 / (800) 890-1988
FAX# (205) 322-6311

Please Remit To:
RAM Tool A/R Dept.
P.O. Box 743487
Atlanta, GA 30374-3487

Invoice

93550409
02/24/2017
Sold-To Party : 105588

59070570*38073*0*4272790328472588O4*0403*010 1/2

BLFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

RECEIVED
MAR 06 2017
By

CUMENTS
as Order: 3559239
. No.: MARION SQUARE / MARTY

Ship-To-Party : 5210434
MARION SQUARE
CORNER OF KING AND HUTSON STREET
CHARLESTON SC 29403

INFORMATION

Incoterm	004 Truck Delivery
Branch Location	SC01 CHARLESTON, SC
Total Invoice Amount	**90.28 USD**
Terms of Payment	Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
20	RAW-02728 TAPPER+ HWH 1/4 X 3 1/4 (100/BX)	3 BOX	25.75000	77.25
	Subtotal			77.25
	Freight			5.96
	Subtotal Before Tax			83.21
	Total Sales Tax			7.07
			Total Invoice in USD	90.28

Batch # 2355903
Doc # 1436913
(H) msr app

Vendor # 117022 — CA 3/7/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13096100	42035	1014600	$ 90.28
			$

MGR APPROVAL — LESS Retainage Withheld $

Net Amount Due $

DID YOU KNOW: Invoices can be sent electronically and are also available via our NEW Online Customer Portal. Please contact us to learn more and sign up today. Thank you for your business! Email: arcustomerrequest@ram-tool.com

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONSTRUCTION SUPPLY CO.

ACCOUNTS RECEIVABLE DEPARTMENT
(205) 714-3300 / (800) 890-1988
FAX# (205) 322-6311

Please Remit To:
RAM Tool A/R Dept.
P.O. Box 743487
Atlanta, GA 30374-3487

Invoice

93552252
02/27/2017
Sold-To Party : 105588

59096156*38073*0*427683653328163163*0403*910 1/2

BLFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

RECEIVED
MAR 06 2017
BY

CUMENTS
es Order: 3555694
. No.: MARION SQUARE / MARTY

Ship-To-Party : 5210434
MARION SQUARE
CORNER OF KING AND HUTSON STREET
CHARLESTON SC 29403

INFORMATION

Incoterm	004 Truck Delivery
Branch Location	SC01 CHARLESTON, SC
Total Invoice Amount	**183.63 USD**
Terms of Payment	Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
70	SSI-MFS GRSG GUARDRAIL SET FOR MFS SCAFFOLD	1 EA	169.24000	169.24
	Subtotal Before Tax			169.24
	Total Sales Tax			14.39
			Total Invoice in USD	183.63

(H) mgr app
Batch # 2355903
Doc # 1436915

Vendor # 117022 PA CA 317117

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026100	42035	10146000	$ 183.63
			$
MGR APPROVAL	LESS Retainage Withheld		$
	Net Amount Due		$

DID YOU KNOW: Invoices can be sent electronically and are also available via our NEW Online Customer Portal. Please contact us to learn more and sign up today. Thank you for your business! Email: arcustomerrequest@ram-tool.com

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

RAM TOOL
CONSTRUCTION SUPPLY CO.

ACCOUNTS RECEIVABLE DEPARTMENT
(205) 714-3300 / (800) 890-1988
FAX# (205) 322-6311

Please Remit To:
RAM Tool A/R Dept.
P.O. Box 743487
Atlanta, GA 30374-3487

Invoice

93552251
02/27/2017
Sold-To Party : 105588

BLFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

CUMENTS
es Order: 3555694
. No.: MARION SQUARE / MARTY

RECEIVED
MAR 06 2017
By

Ship-To-Party : 5210434
MARION SQUARE
CORNER OF KING AND HUTSON STREET
CHARLESTON SC 29403

INFORMATION
Incoterm 004 Truck Delivery
Branch Location SC01 CHARLESTON, SC
Total Invoice Amount **979.83 USD**
Terms of Payment Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	ATN-16 DUPLEX 16D 3" DUPLEX NAIL	50.000 LB	0.74660	37.33
20	POL-0620C 6 MIL 20' X 100' CLEAR POLY	2 ROL	79.94500	159.89
30	DWA-DW5403B25 3/16 X 4-1/2 X 6-1/2 SDS PLUS 2 CUTTER	25 EA	4.38000	109.50
40	PRS-CS6200 6 X 2 BLK BUGLE PH COARSE SHRP PT 3.5M	500 EA	0.02122	10.61
50	IFC-ACQSTAR09300 9 X 3IN T-25 TORX DECK SCREW TAN	250 EA	0.09632	24.08
60	SSI-MFS 6' X 29" X 6' SCAFFOLD W/5" CASTERS	2 EA	265.20500	530.41
80	SPECIALTIES MISC WOOD SHIMS	3 EA	3.25000	9.75
90	LUB-30200 (3-5513) GREASE GUN (30445)	1 EA	21.50000	21.50

Subtotal Before Tax	903.07
Total Sales Tax	76.76
Total Invoice in USD	979.83

Vendor # 117022 — PO CA 317117

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026100	42035	10146000	$ 979.83

(H) mgr app
batch # 2335903
oc# 1436914

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

DID YOU KNOW: Invoices can be sent electronically and are also available via our NEW Online Customer Portal. Please contact us to learn more and sign up today. Thank you for your business! Email: arcustomerrequest@ram-tool.com

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

RAM TOOL
CONSTRUCTION SUPPLY CO.

ACCOUNTS RECEIVABLE DEPARTMENT
(205) 714-3300 / (800) 890-1988
FAX# (205) 322-6311

Please Remit To:
RAM Tool A/R Dept.
P.O. Box 743487
Atlanta, GA 30374-3487

Invoice

93555631
02/28/2017
Sold-To Party : 105588

59123645*38073*0*427877167177967038*0403*010 1/1

BLFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

RECEIVED
MAR 06 2017
By

CUMENTS
es Order: 3559239
. No.: MARION SQUARE / MARTY

Ship-To-Party : 5210434
MARION SQUARE
CORNER OF KING AND HUTSON STREET
CHARLESTON SC 29403

INFORMATION

Incoterm	004 Truck Delivery
Branch Location	SC01 CHARLESTON, SC
Total Invoice Amount	**211.05 USD**
Terms of Payment	Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	SAW BLADE DW7670 8" 24T STACKED DADO SET	1 EA	185.00000	185.00
	Subtotal			185.00
	Freight			9.52
	Subtotal Before Tax			194.52
	Total Sales Tax			16.53
			Total Invoice in USD	211.05

(H) mgr app
Batch # 2355903
Doc # 1436916

Vendor # 117022 PA CA 3/7/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026100	42635	10146000	$ 211.05
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

DID YOU KNOW: Invoices can be sent electronically and are also available via our NEW Online Customer Portal. Please contact us to learn more and sign up today. Thank you for your business! Email: arcustomerrequest@ram-tool.com

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

RAM TOOL
CONSTRUCTION SUPPLY CO.

ACCOUNTS RECEIVABLE DEPARTMENT
(205) 714-3300 / (800) 890-1988
FAX# (205) 322-6311

Please Remit To:
RAM Tool A/R Dept.
P.O. Box 743487
Atlanta, GA 30374-3487

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

RECEIVED
MAR 07 2017
By

Invoice

93558340
03/01/2017
Sold-To Party : 105588

BLFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

CUMENTS
es Order: 3565132
. No.: MARTY / MARION SQUARE

Ship-To-Party : 5210434
MARION SQUARE
CORNER OF KING AND HUTSON STREET
CHARLESTON SC 29403

INFORMATION

Incoterm	004 Truck Delivery
Branch Location	SC01 CHARLESTON, SC
Total Invoice Amount	**493.29 USD**
Terms of Payment	Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	RAW-02728 TAPPER+ HWH 1/4 X 3 1/4 (100/BX)	10 BOX	25.75000	257.50
20	IRW-94336 MSHL-5/16 5/16" NUT SETTER 2-9/16" EVC	6 EA	5.47000	32.82
30	DWP-DWE402 4 1/2IN 11AMP SMALL ANGLE GRINDER	1 EA	99.00000	99.00
40	LAC-SPPGC4DN SPP SERIES 4" X 5/8" DBL ROW CUP WHEEL	1 EA	65.32000	65.32

Subtotal Before Tax	454.64
Total Sales Tax	38.65
Total Invoice in USD	493.29

(H) mgr app
Batch # 2356991
Doc # 1437587

Vendor # 117022 PA CA 318117

Bus. unit/Jobtl	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13086000	42035	10146000	$ 493.29
			$

MGR APPROVAL
NS

LESS Retainage Withheld $

$

DID YOU KNOW: Invoices can be sent electronically and are also available via our NEW Online Customer Portal. Please contact us to learn more and sign up today. Thank you for your business! Email: arcustomerrequest@ram-tool.com

Balfour Beatty
Construction

Request for Payment

Pay Request # 8
Work Performed Through: 03/31/17

Subcontractor's Name: Cook & Boardman, LLC
Subcontractor's Address: 9347 D. Ducks Lane, Ste A
Charlotte NC 28273

Phone Number
Fax Number

Project Name: Hotel at Marion Square
Owner: Library Associates, LLC
Job No.: 13026400
Date: 03/09/17

Description of Work: Doors & Hardware

Original Contract Amount	$1,502,448.00	
Change Order Total Through C/O # 1	-$2,596.00	
Total Revised Contract	$1,499,852.00	
Previous Work Performed to Date(SSR)	$125,500.01	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$10,253.26	
New Work Performed to Date	$135,753.27	
Less 10 % Retainage	$13,575.33	
Am Earned to Date	$122,177.94	
Less Previous Net Billings	$112,950.01	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$9,227.93	

Subcontract [X] Purchase Order [ ]
Other Contract Type
Unit Price [ ] Lump Sum [X]
Bonded [ ] Unbonded [X]
Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	Finaled	
Insurance Expiration Date	06/15/17	
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site If yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

Owner Billing Number: 11
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select # / Batch #

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	111007	13026400	532364
Date	**Invoice #**	**Description**		
03/31/17	13026400 - 08	13026400 . PE# 08 . 17.03		
Gross Amount		**Retainage Amt**	**Net Amount**	
$10,253.20		$13,575.33	$9,227.93	
Trade Account?	**Tax Code**	**Pay Item & Cost Code**		**Accrue Tax?**
NO		400.50810060.45		NO

Hold Codes: 02- OWNER FUNDING — lower tier waivers
PM Approval

Approvals:
PM / Date
CA 03/09/17
PA / Date
APA / Date

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request #	8
Work Performed Through:	3/8/2017

Subcontractor's Name: Cost & Sorensen, LLC
Subcontractor's Address: 9347 D. Ducks Lane, Suite A
Charlotte, NC 28273
Phone Number: 704-334-8883
Fax Number: 704-334-9368

Project Name: *Hotel at Marion Square* Job No.: 13026000 Date: 5/13/2015
Owner: Wells Fargo

Description of Work: Doors, Frames, Hardware

Original Contract Amount	$1,302,448.00	
Change Order Total Through C/O #:	$2,596.00	
Total Revised Contract	$1,499,852.00	
Value of Work Performed to Date	$135,753.27	
Value of Materials Stored On Site		
Value of Materials Stored Off Site		
Current Month (Stored Materials)		
Total	$135,753.27	
Less 10 % Retainage	$13,575.33	
Amount Earned to Date	$122,177.94	
Less Previous Billings/Payments	$112,950.01	
Less Adjustments/Joint Checks		
Less Pending Back Charges		
Total Amount this Requisition	$9,227.93	

Subcontract ☐ Purchase Order ☐
Other Contract Type
Unit Price ☐ Lump Sum ☐
Bonded ☐ Unbonded ☐
Subguard ☐ Alternate Plan ☐

Contract Increased 20%?	Y ☐	N ☐
If yes, bond rider received	Y ☐	N ☐
EEO Reports Current	Y ☐	N ☐
Certified Payrolls Current	Y ☐	N ☐
Insurance Status		
Insurance Expiration Date		
Release Attached	Y ☐	N ☐
Tier/Supplier Release If Required	Y ☐	N ☐
Reducing Retention	Y ☐	N ☐
If reducing retainage, reducing	From ☐	To ☐
Consent of Surety for retention reduction if bonded	Y ☐	N ☐
New materials stored off site If yes, attach stored materials checklist	Y ☐	N ☐
Final Payment If yes, see attached checklist	Y ☐	N ☐
Owner Billing Number		
Owner Payment Rec'd Date:		
Payment Terms:		
Pay Select #		

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.

Date	Invoice #	Description

Gross Amount	Retainage Amt	Net Amount
$135,753.27	$13,575.33	$9,227.93

Accrue Tax	Tax Code	Pay Item & Cost Code	
YES			
NO			

Hold Codes: PM APP
G/F

Approvals:
PM / Date
PA / Date
APA / Date

Exhibit "G"

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702 PAGE 1 OF 2 PAGES

TO (Con. .or) :
BALFOUR BEATTY CONSTRUCTION, LLC
1930 Camden Road, Suite 280
Charlotte, NC 28203

PROJECT: Hotel at Marion Square

APPLICATION: 8
PERIOD FROM 02/20/2017
PERIOD TO: 03/08/2017

DISTRIBUTION TO:
- ☐ OWNER
- ☐ CONTRACTOR
- ☐ ARCHITECT
- ☐ TRADE CONTRACTOR

FROM (TRADE CONTRACTOR):
Cook & Boardman, LLC
9347 D. Ducks Lane, Ste A
Charlotte, NC 28273

VIA (Construction Contract):

ARCHITECT'S PROJECTS NO: 13026000

CONTRACT FOR: Doors, Frames, Hardware, Toilet Accessories

CONTRACT DATE: 5/13/2015

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders appr previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL			
Approved this Month			
No.	Date Approved		
1	11/30/2015		-2,596.00
TOTALS		0.00	-$2,596.00
Net change by Change Orders:			-$2,596.00

The undersigned Contractor certifies that to the best of the contractor's knowledge information and belief the Work covered by this Appliction 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.

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet

1. ORIGINAL CONTRACT SUM	$	1,502,448.00
2. Net change by Change Orders	$	-2,596.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	$	1,499,852.00
4. TOTAL COMPLETED & STORED TO DATE (Column G)	$	135,753.27
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E)	$ 13,575.33	
b. 10 % of Stored Material (Column F)	$	
Total Retainage (Line 5a + 5b or Total in Column I)	$	13,575.33
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	122,177.94
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	112,950.01
8. CURRENT PAYMENT DUE	$	9,227.93
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$	1,377,674.06

CONTRACTOR:

By: Date: 3/8/2017

State of : North Carolina County of: Mecklenburg
Subscribed and sworn to before me this 8th day of March 2017
Notary Public:
My commission expires: May 3rd, 2020

NOTARY PUBLIC CAROLYN CUSHMAN NC MECKLENBURG COUNTY

CONTRACTOR'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Mangaer certifies to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Trade Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

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

CONTRACTOR: BALFOUR BEATTY CONSTRUCTION, LLC

By: Date:

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

Exhibit "G"

R - 20148

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

PROJECT: Hotel at Marion Square

APPLICATION NUMBER: 8

APPLICATION DATE: 3/8/2017

PERIOD TO: 3/8/2017

ARCHITECT'S PROJECT NO: 13026000

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (C-:- G)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	Hollow Metal	100,963.53	87,564.94	10,253.26		97,818.20	96.88%	3,145.33	9,781.82
2	Wood Doors	517,471.37	7,920.50			7,920.50	1.53%	509,550.87	792.05
3	Hardware	635,894.54	25,919.57			25,919.57	4.08%	609,974.97	2,591.96
4	Installation	189,140.00	4,095.00			4,095.00	2.17%	185,045.00	409.50
5	Job Site Cleanup	2,587.20	0.00			0.00	0.00%	2,587.20	0.00
6	Freight	26,342.40	0.00			0.00	0.00%	26,342.40	0.00
7	Punchlist Items	30,048.96	0.00			0.00	0.00%	30,048.96	0.00
	Change Order #1	-2,596.00	0.00			0.00	0.00%	-2,596.00	0.00
	Total	1,499,852.00	125,500.01	10,253.26	0.00	135,753.27	9.05%	1,364,098.73	13,575.33

R - 20149

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Exhibit F1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT
(Subcontractor/Vendor)

The undersigned, ___Cook & Boardman_____ ("Subcontractor"), pursuant to a
(Name of Subcontractor)
contract or agreement with Balfour Beatty Construction, LLC, ("BBC"), _____, a subcontractor to BBC or a sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as:
Hotel at Marion Square ("Project")
(Name or Description of Project)
which is located at 404 King Street
(Street Address)
in the City of ____Charleston_, and County of _____,

and is owned by _____ ("Owner").
(Name of Owner)

Upon receipt by Subcontractor of a check in the sum of $_____9,227.93
(Amount to be paid to Subcontractor)
the sufficiency of which is hereby acknowledged and confessed, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective pursuant to which the Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and all bonds and bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through ____March 8_____, 2017___ (the "Release Period"); and, (2) waives, releases
(Insert date through which release is given)
and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact costs and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

_____
(Describe here or set out in an Attachment "A" which must be identified here and attached, all extras not included in the Release. Failure to describe any extras as excluded shall be a waiver and release of any right to payment for such work.)

Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subcontractor further affirms, represents and warrants that, except as noted above: (1) Subcontractor has no lien or claim of lien, either actual or potential, bond right or claim, or contractual right or claim for payment with respect to any

Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date; and, (2) all persons and entities that have performed or rendered labor or services, or supplied

or furnished materials, equipment, furniture and furnishings, to Subcontractor in connection with the Work have been paid in full, or upon receipt of the payment described above will be paid in full, all undisputed amounts, and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

Subcontractor acknowledges, affirms, represents and warrants that it has fully reviewed the terms and conditions of this waiver, that it is fully informed with respect to the legal effect of this waiver, and that it accepts the terms and conditions of this waiver in return for the payment recited above.

Given under hand and seal this 8th day of March, 2017.

Cook & Boardman
(Company Name)

By: _____

Its: Accounting Manager

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

The foregoing instrument was signed, sealed and acknowledged before me this 8th day of March, 2017, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: _____
Notary Public

My Commission expires: May 3rd, 2020

CAROL H. CUSHMAN NOTARY PUBLIC MECKLENBURG COUNTY, NC

(Notary Seal)

Updated as of 6/30/2013

R - 20151

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That _Cook & Boardman_____ (the "Lienor") for and in consideration of the payment of the sum of $_9,227.93_____ and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

_____

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the _8th__ day of March__, 2017___, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 8th_ day of _March_, 2017__.

Signed, sealed and delivered
in the presence of:

Shea Weenhoff
Signature
Shea Weenhoff
Print Name

Cook & Boardman_____
a ____North Carolina_____ corporation

Terri Hill
Signature
__Terri Hill / Accounting Manager_____
Print Name & Title

STATE OF North Carolina_____

COUNTY OF _Mecklenburg_____

The foregoing instrument was acknowledged before me this 8th day of March, 2017__, by __Terri Hill__, __Accounting Manager___ of _Cook & Boardman_____, a __North Carolina_____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced _Personally Known_____ (type of identification) as identification.

CAROL H. CUSHMAN NOTARY PUBLIC MECKLENBURG COUNTY, NC

Carol H. Cushman
NOTARY PUBLIC, STATE OF North Carolina

My Commission Expires: May 3rd, 2020

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	3/8/2017

PRIME SUB'S NAME	Cook & Board
Attachment for Pay Req #:	8
for Month Ending:	3/31/2017

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)		Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: *(as noted on releases)*	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
SAMPLE TIER *123 Example Dr.* *Somewhere, NC 27607* *919-834-1234*	*yes - PIT*	*NO*	*N/A*		*YES*	*NO*	*$12,123.00*	*4/27/2010*	*3/31/2010*	*PARTIAL*	*FINAL*	*thru March 2010*
Accurate Lock	No	No	N/A	No	YES		$690.60	10/20/2016	3/31/2017	PARTIAL		
Baldwin Hardware	No	No	N/A	No	YES		$230.99	2/3/2016	3/31/2017	PARTIAL		
Ceco	No	No	N/A	No	YES		$43,709.37	1/30/2017	3/31/2017	PARTIAL		
HMF Express	No	No	N/A	No	YES		$19,481.00	11/14/2016	3/31/2017	PARTIAL		
L E Johnson	No	No	N/A	No	YES		$1,549.06	11/18/2016	3/31/2017	PARTIAL		
Pemko	No	No	N/A	No	YES		$291.17	12/29/2016	3/31/2017	PARTIAL		
Rockwood	No	No	N/A	No	YES		$282.92	1/13/2017	3/31/2017	PARTIAL		
Steiman Company	No	No	N/A	No	YES		$6,034.00	1/17/2017	3/31/2017	PARTIAL		
Timelox America	No	No	N/A	No	YES		$459.02	1/22/2016	3/31/2017	PARTIAL		
Yale Security	No	No	N/A	No	YES		$1,476.85	1/12/2017	3/31/2017	PARTIAL		
Sargent Manufacturing	No	No	N/A	No	YES		$3,715.03	1/17/2017	3/31/2017	PARTIAL		

R - 20153

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Cook and Boardman, Inc Monthly Job Pay App Summary	

Customer Name:	Balfour Beatty
Job Name:	Hotel at Marion Square

Forwarding Comments	
To	Qtny & Content
Sales	
Billing	
Manager	
Other	

Pay App #		008
Pay App Date:		3/8/17
Pay App Thru Date:		3/8/17
Requested $$ Value:	$	9,227.93
Retainage Value	$	13,575.33
Remainder To Request	$	1,377,674.06

Customer Job Number:	13026000
Customer Cost Code:	
Customer Contact:	
Customer Contact Number(s)	

Comsense AR Account	
Comsense Project Number	314918
Comsense PO - Reference	

Contract/PO $$ Value:	$	1,502,448.00
Change/Orders $$ Value LTD:	$	(2,596.00)
Total $$ Value LTD:	$	1,499,852.00

Change/Orders In Hand Thru Number:	1
Retainage %:	10.0%
Invoice Numbers:	7659448, 7661502
Waiver and Release $$ Value	$ 9,227.93
Waiver and Release Type(s) describe:	partial
Deliver To:	tlmspano@balfourbeattyus.com, nstarcevic@balfourbeattyus.com, & adoofey@balfourbeattyus.com
Deliver Via:	
Number of Copies:	1

Contract & Chg/Ordrs $$:per Receiving Log	$	1,499,852.00
Thru Change Order #		1
Value Requested, Life to Date	$	135,753.27
Billing % Requested, Life To Date		9.00%
Retainage Availabe to Request	$	13,575.33
Retainage Requested		

Comments: 1 for notary

NEED TIERED WAIVERS

Was a Pay App Completed ? Yes x No ( )

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request # 11
Work Performed Through: 03/31/17
No Pay App #1-1st Pay app entered was #2

Subcontractor's Name: Precision Walls
Subcontractor's Address: 7317 Peppermill Pkwy
N Charleston SC 29418

Phone Number: -
Fax Number:

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 03/13/17
Owner: Library Associates, LLC

Description of Work: Drywall, GFRG, FRP, Light Gauge, Steel Roof Trusses

Original Contract Amount	$3,461,699.00	
Change Order Total	$146,275.00	
Through C/O #: 0		
Total Revised Contract	$3,607,974.00	
Previous Work Performed to Date(SSR)	$1,891,770.70	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$595,184.65	
New Work Performed to Date	$2,486,955.35	
Less 10 % Retainage	$248,695.63	
Amount Earned to Date	$2,238,259.72	
Less Previous Net Billings	$1,702,593.57	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$535,666.15	INTERNAL AUDIT!!

Subcontract [X] Purchase Order [ ]
Other Contract Type:
Unit Price [ ] Lump Sum [X]
Bonded [-] Unbonded [X]
Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	FINALED	
Insurance Expiration Date	03/01/18	
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site If yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

Owner Billing Number: 13
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select # / Batch #: 1445618

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
50540	762107	13026400	541629

Date	Invoice #	Description
03/31/17	13026400 - 11	13026400 . PE# 11 . 17.03

Gross Amount	Retainage Amt	Net Amount
$595,184.65	$29,759.23	$535,666.15

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400.50925200.40	NO

Hall Codes: 02- OWNER FUNDING
Owner Waiver
PM App

App. [illegible]
PM / Date

CA 03/13/17
PA / Date

2368050
APA / Date

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

EXHIBIT G – APPLICATION FOR PAYMENT

Pay Request #: 10
Work Performed Through 03/31/2017

Subcontractor's Name: Precision Walls, Inc.
Subcontractor's Address: 2205 E Distribution Center Dr., Charlotte, NC 28269
Phone Number: 843-793-6020
Fax Number: 843-571-2098

Project Name: Hotel at Marion Square
Owner:
Project No.: 13026000
Date: 03/13/17

Description of Work: Drywall, GFRG, FRP, Light Gauge Steel Roof Trusses & Ceilings

Original Contract Amount:	$3,461,699.00
Change Order Total:	146,275.00
Through C/O#: 20	
Total Revised Contract	3,607,974.00
Value of Work Performed to Date	2,486,955.35
Value of Materials Stored On Site	00.00
Value of Materials Stored Off Site	00.00
Current Month (Stored Materials)	00.00
Total	2,486,955.365
Less 10.0000 % Retainage	248,695.63
Amount Earned to Date	2,238,259.72
Less Previous Billings/Payments	1,702,593.57
Less Adjustments/Joint Checks	00.00
Less Pending Back Charges	00.00
Total Amount this Requisition	535,666.15

Subcontract ☐ Purchase Order ☐
Other Contract Type

Unit Price ☐ Lump Sum ☐
Bonded ☐ Unbonded ☐

Subguard ☐ Alternate Plan ☐

Contract Increased 20%?	Y ☐	N ☐
If yes, bond rider received	Y ☐	N ☐
EEO Reports Current	Y ☐	N ☐
Certified Payrolls Current	Y ☐	N ☐
Insurance Status		
Insurance Expiration Date		
Release Attached	Y ☐	N ☐
Tier/Supplier Release if Required	Y ☐	N ☐
Reducing Retention	Y ☐	N ☐
If reducing retainage, reducing	From	To
Consent of Surety for retention reduction if bonded	Y ☐	N ☐
New materials stored off site If yes, attach stored materials checklist	Y ☐	N ☐
Final Payment If yes, see attached checklist	Y ☐	N ☐
Owner Billing Number		
Owner Payment Rec'd Date:		
Payment Terms:		
Pay Select #		

For Balfour Beatty Construction Use Only:

	CO #	Vendor #	Job #	Contract No.
			13026000	012

Date	Invoice #	Description

Gross Amount	Retainage Amt	Net Amount

Accrue Tax	Tax Code	Pay Item & Cost Code	
Yes / No			

Hold Codes:

Approvals:

PM / Date

PA / Date

APA / Date

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

PAYMENT APPLICATION

TO:	Balfour Beatty Construction 406 S Mcdowell Street Suite 200 Raleigh, NC 27601 Attn Tim Spano	PROJECT NAME AND LOCATION:	14-1278 Hotel @ Marion Square 404 King Street Charleston, SC 29403	APPLICATION # PERIOD THRU: PROJECT #'S: PO # DATE OF CONTRACT: 15-APR-15	for 14-1278 31-MAR-17
FROM:	Precision Walls Inc 7317 Peppermill Pkwy N. Charleston, SC 29418	ARCHITECT:			

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [x] CONTRACTOR

CONTRACTORS' SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1.	CONTRACT AMOUNT		$3,461,699.00
2.	SUM OF ALL CHANGE ORDERS		$146,275.00
3	CURRENT CONTRACT AMOUNT (Line 1 +/- 2)		$3,607,974.00
4.	TOTAL COMPLETED AND STORED (Column G on Continuation Page)		$2,486,955.35
5.	RETAINAGE:		
a.	% of Completed Work (Column D + E on Continuation Page)	$248,695.63	
b.	% of Material Stored (Column F on Continuation Page)	$0.00	
	Total Retainage (Line 5a + 5b or Column I on Continuation Page)		$248,695.63
6.	TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)		$2,238,259.72
7.	LESS PREVIOUS APPLICATIONS		$1,702,593.57
8.	PAYMENT DUE		$535,666.15
9.	BALANCE TO COMPLETION (Line 3 minus Line 6)	$1,369,714.28	

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months	$113,780.00	$915.00
Total approved this month	$16,757.00	$0.00
TOTALS	$130,537.00	$915.00
NET CHANGES	$129,622.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labour, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment

CONTRACTOR: Precision Walls Inc.

By: _____ Date: _____

State of: SC

County of: Charleston

Subscribed and sworn to before me this 27 day of March 17

Notary Public: Rhonda Mae Brown

My Commission Expires: 8-19-2024

SOUTH CAROLINA NOTARY PUBLIC RHONDA MAE BROWN

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefore, and (4) Architect knows of no reason why payment should not be made

CERTIFIED AMOUNT ..... _____

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT

By: _____ Date: _____

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

R - 20157

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION PAGE

Precision Walls Inc.

Payment Application containing Contractor's signature is attached.

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 13-MAR-17
PERIOD THRU: 31-MAR-17
PROJECT #S:

A	A1	B			C	D	E	F	G		H	I
						COMPLETED WORK						
ITEM #	CODE	WORK DESCRIPTION	GC Ref#	RCO#	SCHEDULED AMOUNT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C - G)	RETAINAGE (If Variable)
4		CO-17291 - Install 5/8" Gypsum Exterior Sheathing Forms at 1st Floor Grout Pour for Masons per BBC Request			5,245.00	5,245.00	0.00		5,245.00	100%	0.00	524.50
5		CO-17413 - Temp Wall T&M Work from 8/26/16 - 8/26/16			6,096.00	6,096.00	0.00		6,096.00	100%	0.00	609.60
6		CO-17688 - 50 pieces of flat strapping for BBC (6" 18ga 10' sticks)			500.00	500.00	0.00		500.00	100%	0.00	50.00
7		CO-17125 - MOD 1 Changes			18,637.00	18,637.00	0.00		18,637.00	100%	0.00	1,863.70
8		CO-17691 - BBC Onsite Offices/Conference Room T&M Work 9/14/16 - 9/16/16			5,249.00	5,249.00	0.00		5,249.00	100%	0.00	524.90
9		CO-17825 - Framing / Sheathing at Buck Hoist Floors 2 through 5 10/26/16 - 10/28/16			3,665.00	3,665.00	0.00		3,665.00	100%	0.00	366.50
10		CO-17842 - RFI 0777 Pump Room Wall Type change from block to C5			2,699.00	2,699.00	0.00		2,699.00	100%	0.00	269.90
11		CO-17572 - Offsite Model Room Blocking per BBC request and attached T&M tickets			2,013.00	2,013.00	0.00		2,013.00	100%	0.00	201.30
12		CO-17830 - RFI 0738 Pool Deck Slab Revision			4,441.00	4,441.00	0.00		4,441.00	100%	0.00	444.10
13		CO-17896 - Contract Alternate to Add 22ga Decking and Pour Stop Angles at Pool Deck Only			44,000.00	44,000.00	0.00		44,000.00	100%	0.00	4,400.00
14		CO-18006 - ASI 19 Revisions			3,601.00	3,601.00	0.00		3,601.00	100%	0.00	360.10
15		CO-18024 - Structural Revision - Delete Ballroom Columns			-915.00	-915.00	0.00		-915.00	100%	0.00	-91.50
16		CO-18106 - RFI-0024 Shower Curb Detail			22,204.00	0.00	5,551.00		5,551.00	25%	16,653.00	555.10
17		CO-17426 - RFI 0019 - Change Ramp Wall to Wall Type D4 and Credit Furring & Drywall Shown on Contract Documents			6,880.00	0.00	6,880.00		6,880.00	100%	0.00	688.00
18		CO-18128 - Labor to Temp in 9th Floor Elevator Shafts with Tyvek Provided By Others for Temp Dry In and Infill 6 Windows			966.00	0.00	966.00		966.00	100%	0.00	96.60

R - 20158

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION PAGE

Precision Walls Inc.

Payment Application containing Contractor's signature is attached.

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 13-MAR-17
PERIOD THRU: 31-MAR-17
PROJECT #'S:

A	A1	B			C	D	E	F	G		H	I
ITEM #	CODE	WORK DESCRIPTION	GC Ref#	RCO#	SCHEDULED AMOUNT	COMPLETED WORK: AMOUNT PREVIOUS PERIODS	COMPLETED WORK: AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C - G)	RETAINAGE (If Variable)
		ORIGINAL CONTRACT										
100	141278-01	Engineered Shop Drawings - Trusses			10,000.00	10,000.00	0.00		10,000.00	100%	0.00	1,000.00
101		Engineered Shop Drawings - Structural Framing			15,000.00	15,000.00	0.00		15,000.00	100%	0.00	1,500.00
102		Mobilization			30,000.00	30,000.00	0.00		30,000.00	100%	0.00	3,000.00
103		Sub Level Framing - Material			2,995.00	2,995.00	0.00		2,995.00	100%	0.00	299.50
104		Sub Level Framing - Labor			3,660.00	3,660.00	0.00		3,660.00	100%	0.00	366.00
105		Sub Level Drywall Assembly - Material			4,243.00	4,243.00	0.00		4,243.00	100%	0.00	424.30
106		Sub Level Drywall Assembly - Labor			5,130.00	3,847.50	0.00		3,847.50	75%	1,282.50	384.75
107		Sub Level Ceiling - Material			21,763.00	21,763.00	0.00		21,763.00	100%	0.00	2,176.30
108		Sub Level Ceiling - Labor			15,842.00	7,921.00	0.00		7,921.00	50%	7,921.00	792.10
109		1st Floor Framing - Material			42,966.00	42,966.00	0.00		42,966.00	100%	0.00	4,296.60
110		1st Floor Framing - Labor			49,956.00	47,458.20	0.00		47,458.20	95%	2,497.80	4,745.82
111		1st Floor Drywall Assembly - Material			46,016.00	39,113.60	0.00		39,113.60	85%	6,902.40	3,911.36
112		1st Floor Drywall Assembly - Labor			64,846.00	55,119.10	0.00		55,119.10	85%	9,726.90	5,511.91
113		1st Floor ACT - Material			6,948.00	6,948.00	0.00		6,948.00	100%	0.00	694.80
114		1st Floor ACT - Labor			4,632.00	2,316.00	0.00		2,316.00	50%	2,316.00	231.60
115		1st Floor Ceiling Framing - Material			19,908.00	19,908.00	0.00		19,908.00	100%	0.00	1,990.80
116		1st Floor Ceiling Framing - Labor			32,802.00	29,521.80	0.00		29,521.80	90%	3,280.20	2,952.18
117		1st Floor Ceiling Drywall Assembly - Material			10,131.00	1,013.10	6,585.15		7,598.25	75%	2,532.75	759.83
118		1st Floor Ceiling Drywall Assembly - Labor			24,069.00	0.00	12,034.50		12,034.50	50%	12,034.50	1,203.45
119		2nd Floor Framing - Material			52,053.00	52,053.00	0.00		52,053.00	100%	0.00	5,205.30
120		2nd Floor Framing - Labor			52,366.00	49,747.70	0.00		49,747.70	95%	2,618.30	4,974.77
121		2nd Floor Drywall Assembly - Material			54,022.00	45,918.70	0.00		45,918.70	85%	8,103.30	4,591.87
122		2nd Floor Drywall Assembly - Labor			74,019.00	62,916.15	0.00		62,916.15	85%	11,102.85	6,291.62
123		2nd Floor ACT - Material			24,783.00	12,381.50	0.00		12,381.50	50%	12,381.50	1,238.15

R - 20159

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION PAGE

Precision Walls Inc.

PROJECT: 14-1278
Hotel @ Marion Square

Payment Application containing Contractor's signature is attached.

APPLICATION #: for 14-1278
DATE OF APPLICATION: 13-MAR-17
PERIOD THRU: 31-MAR-17

A	A1	B			C	D	E	F	G		PROJECT #S: H	I
						COMPLETED WORK						
ITEM #	CODE	WORK DESCRIPTION	GC Ref#	RCO#	SCHEDULED AMOUNT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C - G)	RETAINAGE (If Variable)
124		2nd Floor ACT - Labor			16,842.00	0.00	842.10		842.10	5%	15,999.90	84.21
125		2nd Floor Ceiling Framing - Material			56,070.00	56,070.00	0.00		56,070.00	100%	0.00	5,607.00
126		2nd Floor Ceiling Framing - Labor			48,724.00	43,851.60	0.00		43,851.60	90%	4,872.40	4,385.16
127		2nd Floor Ceiling Drywall Assembly - Material			12,635.00	0.00	3,158.75		3,158.75	25%	9,476.25	315.88
128		2nd Floor Ceiling Drywall Assembly - Labor			29,608.00	0.00	7,402.00		7,402.00	25%	22,206.00	740.20
129		3rd Floor Framing - Material			89,705.00	89,705.00	0.00		89,705.00	100%	0.00	8,970.50
130		3rd Floor Framing - Labor			99,911.00	89,919.90	0.00		89,919.90	90%	9,991.10	8,992.00
131		3rd Floor Drywall Assembly - Material			92,351.00	18,470.20	64,645.70		83,115.90	90%	9,235.10	8,311.60
132		3rd Floor Drywall Assembly - Labor			135,420.00	27,084.00	54,168.00		81,252.00	60%	54,168.00	8,125.20
133		4th Floor Framing - Material			89,705.00	89,705.00	0.00		89,705.00	100%	0.00	8,970.50
134		4th Floor Framing - Labor			99,911.00	89,919.90	0.00		89,919.90	90%	9,991.10	8,991.99
135		4th Floor Drywall Assembly - Material			92,351.00	4,617.55	78,498.35		83,115.90	90%	9,235.10	8,311.60
136		4th Floor Drywall Assembly - Labor			135,420.00	0.00	33,855.00		33,855.00	25%	101,565.00	3,385.50
137		5th Floor Framing - Material			89,705.00	67,278.75	22,426.25		89,705.00	100%	0.00	8,970.51
138		5th Floor Framing - Labor			99,911.00	74,933.25	14,986.65		89,919.90	90%	9,991.10	8,992.00
139		5th Floor Drywall Assembly - Material			92,351.00	0.00	0.00		0.00	0%	92,351.00	
140		5th Floor Drywall Assembly - Labor			135,420.00	0.00	0.00		0.00	0%	135,420.00	
141		6th Floor Framing - Material			60,285.00	45,213.75	15,071.25		60,285.00	100%	0.00	6,028.51
142		6th Floor Framing - Labor			68,300.00	51,225.00	10,245.00		61,470.00	90%	6,830.00	6,147.00
143		6th Floor Drywall Assembly - Material			50,110.00	0.00	0.00		0.00	0%	50,110.00	
144		6th Floor Drywall Assembly - Labor			59,552.00	0.00	0.00		0.00	0%	59,552.00	
145		7th Floor Framing - Material			60,285.00	45,213.75	15,071.25		60,285.00	100%	0.00	6,028.51
146		7th Floor Framing - Labor			68,300.00	17,075.00	44,395.00		61,470.00	90%	6,830.00	6,147.00
147		7th Floor Drywall Assembly - Material			50,110.00	5,011.00	12,527.50		17,538.50	35%	32,571.50	1,753.85
148		7th Floor Drywall Assembly - Labor			59,552.00	5,955.20	0.00		5,955.20	10%	53,596.80	595.52
149		8th Floor Framing - Material			60,285.00	6,028.50	54,256.50		60,285.00	100%	0.00	6,028.50
150		8th Floor Framing - Labor			68,300.00	6,830.00	34,150.00		40,980.00	60%	27,320.00	4,098.00

R - 20160

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION PAGE

Precision Walls Inc.

PROJECT: 14-1278
Hotel @ Marion Square

Payment Application containing Contractor's signature is attached.

APPLICATION #: for 14-1278
DATE OF APPLICATION: 13-MAR-17
PERIOD THRU: 31-MAR-17
PROJECT #S:

A	A1	B			C	D	E	F	G		H	I
						COMPLETED WORK						
ITEM #	CODE	WORK DESCRIPTION	GC Ref#	RCO#	SCHEDULED AMOUNT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C - G)	RETAINAGE (If Variable)
151		8th Floor Drywall Assembly - Material			50,110.00	0.00	17,538.50		17,538.50	35%	32,571.50	1,753.85
152		8th Floor Drywall Assembly - Labor			59,552.00	0.00	5,955.20		5,955.20	10%	53,596.80	595.52
153		Roof Terrace Framing - Material			20,885.00	20,885.00	0.00		20,885.00	100%	0.00	2,088.50
154		Roof Terrace Framing - Labor			27,831.00	27,831.00	0.00		27,831.00	100%	0.00	2,783.11
155		Roof Terrace Drywall Assembly - Material			5,570.00	0.00	0.00		0.00	0%	5,570.00	
156		Roof Terrace Drywall Assembly - Labor			10,250.00	0.00	0.00		0.00	0%	10,250.00	
157		Roof Terrace Truss Package Material			196,782.00	196,782.00	0.00		196,782.00	100%	0.00	19,678.20
158		Roof Terrace Truss Package Labor			114,770.00	57,385.00	57,385.00		114,770.00	100%	0.00	11,477.00
159		FRP Columns Material			43,500.00	10,875.00	0.00		10,875.00	25%	32,625.00	1,087.50
160		FRP Column Labor			10,000.00	1,000.00	0.00		1,000.00	10%	9,000.00	100.00
161		GRG Dome/Pilaster Material			88,200.00	13,230.00	13,230.00		26,460.00	30%	61,740.00	2,646.00
162		GRG Dome/Pilaster Labor			15,000.00	0.00	0.00		0.00	0%	15,000.00	
163		Scaffolding at stairwells			80,000.00	0.00	0.00		0.00	0%	80,000.00	
164		Interior Mock Up			35,000.00	35,000.00	0.00		35,000.00	100%	0.00	3,500.00
165		Exterior Mock Up			15,000.00	15,000.00	0.00		15,000.00	100%	0.00	1,500.00
			Group Sub Total		3,461,699.00	1,778,905.70	578,427.65		2,357,333.35	68%	1,104,365.65	235,733.43
		SUB TOTAL			3,461,699.00	1,778,905.70	578,427.65		2,357,333.35	68%	1,104,365.65	235,733.43
		CHANGE ORDERS										
1		CO-16441 - Change Order 1 - wood ramp, bbc office buildout, and mock up revisions			11,902.00	11,902.00	0.00		11,902.00	100%	0.00	1,190.20
2		CO-16442 - CO 2 - adds for office changes and ramp			1,182.00	1,182.00	0.00		1,182.00	100%	0.00	118.20
3		CO-16443 - CO 3 - plywood screen wall at king street			4,550.00	4,550.00	0.00		4,550.00	100%	0.00	455.00

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

R - 20161

CONTINUATION PAGE

Precision Walls Inc.

PROJECT: 14-1278
Hotel @ Marion Square

Payment Application containing Contractor's signature is attached.

APPLICATION #: for 14-1278
DATE OF APPLICATION: 13-MAR-17
PERIOD THRU: 31-MAR-17

A	A1	B			C	D	E	F	G		H	I
						COMPLETED WORK					PROJECT #S:	
ITEM #	CODE	WORK DESCRIPTION	GC Ref#	RCO#	SCHEDULED AMOUNT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C - G)	RETAINAGE (If Variable)
4		CO-17291 - Install 5/8" Gypsum Exterior Sheathing Forms at 1st Floor Grout Pour for Masons per BBC Request			5,245.00	5,245.00	0.00		5,245.00	100%	0.00	524.50
5		CO-17413 - Temp Wall T&M Work from 8/26/16 - 8/26/16			6,096.00	6,096.00	0.00		6,096.00	100%	0.00	609.60
6		CO-17688 - 50 pieces of flat strapping for BBC (6" 18ga 10' sticks)			500.00	500.00	0.00		500.00	100%	0.00	50.00
7		CO-17125 - MOD 1 Changes			18,637.00	18,637.00	0.00		18,637.00	100%	0.00	1,863.70
8		CO-17691 - BBC Onsite Offices/Conference Room T&M Work 9/14/16 - 9/16/16			5,249.00	5,249.00	0.00		5,249.00	100%	0.00	524.90
9		CO-17825 - Framing / Sheathing at Buck Hoist Floors 2 through 5 10/26/16 - 10/28/16			3,665.00	3,665.00	0.00		3,665.00	100%	0.00	366.50
10		CO-17842 - RFI 0777 Pump Room Wall Type change from block to C5			2,699.00	2,699.00	0.00		2,699.00	100%	0.00	269.90
11		CO-17572 - Offsite Model Room Blocking per BBC request and attached T&M tickets			2,013.00	2,013.00	0.00		2,013.00	100%	0.00	201.30
12		CO-17830 - RFI 0738 Pool Deck Slab Revision			4,441.00	4,441.00	0.00		4,441.00	100%	0.00	444.10
13		CO-17995 - Contract Alternate to Add 22ga Decking and Pour Stop Angles at Pool Deck Only			44,000.00	44,000.00	0.00		44,000.00	100%	0.00	4,400.00
14		CO-18006 - ASI 19 Revisions			3,601.00	3,601.00	0.00		3,601.00	100%	0.00	360.10
15		CO-18024 - Structural Revision - Delete Ballroom Columns			-915.00	-915.00	0.00		-915.00	100%	0.00	-91.50
16		CO-18108 - RFI-0024 Shower Curb Detail			22,204.00	0.00	5,551.00		5,551.00	25%	16,653.00	555.10
17		CO-17428 - RFI 0019 - Change Ramp Wall to Wall Type D4 and Credit Furring & Drywall Shown on Contract Documents			6,880.00	0.00	6,880.00		6,880.00	100%	0.00	688.00
18		CO-18128 - Labor to Temp In 9th Floor Elevator Shafts with Tyvek Provided By Others for Temp Dry In and Infill 8 Windows			966.00	0.00	966.00		966.00	100%	0.00	96.60

R - 20162

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON COMMON PLEAS - CASE#2019CP1001108

CONTINUATION PAGE

Precision Walls Inc.

Payment Application containing Contractor's signature is attached.

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 13-MAR-17
PERIOD THRU: 31-MAR-17

A	A1	B			C	D	E	F	G		PROJECT #S: H	I
						COMPLETED WORK						
ITEM #	CODE	WORK DESCRIPTION	GC Ref#	RCO#	SCHEDULED AMOUNT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C - G)	RETAINAGE (if Variable)
19		CO-18127 - Re-Install Exterior Wall Rigid Insulation and Z-Furring after it was removed by others on levels 3 & 4			1,890.00	0.00	1,890.00		1,890.00	100%	0.00	189.00
20		CO-18129 - Remove/replace drywall and adjust pocket doors in mock up rooms 309 and 311. Premium time for Saturday Only.			1,470.00	0.00	1,470.00		1,470.00	100%	0.00	147.00
			Group Sub Total		146,275.00	112,865.00	16,757.00		129,622.00	89%	16,653.00	12,962.20
	SUB TOTAL				146,275.00	112,865.00	16,757.00		129,622.00	89%	16,653.00	12,962.20
	FINAL TOTAL				$3,607,974.00	$1,891,770.70	$596,184.65		$2,486,956.35	69%	$1,121,018.65	$248,696.53

R - 20163

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That Precision Walls Inc (the "Lienor") for and in consideration of the payment of the sum of $535,666.15 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 31 day of March, 20 17, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 27 day of March, 2017.

Signed, sealed and delivered
in the presence of:

D Malnede
Signature

D. Malnede
Print Name

Precision Walls Inc.
a C corporation

Signature

Michael Zinna PM
Print Name & Title

STATE OF SC

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 31 day of March, 2017 by Michael Zinna, PM of Precision Walls, a C corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF SC

My Commission Expires: 8-19-2024

Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	2/9/2017

PRIME SUB'S NAME	Precision Walls Inc.
Attachment for Pay Req #:	10
for Month Ending:	3/31/2017

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	**Indicate if tier is based in county of Project**	**Notice to Owner Filed?(NTO) (Yes/No)**	**Date NTO Filed:**	**Bonded Sub? (Yes/No)**	**Has tier billed for work to date? select (Yes/No)**		**Cumulative dollar amount tier billed for work/materials to date:**	**Tier's most recent invoice is dated through:**	**Tier's most recent release is dated through: *(as need on releases)***	**Tier's most recent release is PARTIAL or FINAL? Select One**		**Comments:**
CA Construction 6425 Dupont Dr Apt 25 Charlotte NC 28217	NO	NO	N/A		YES	NO	$8,929 60	1/11/2016	4/20/2016	PARTIAL	FINAL	
Acousti Eng Co of Florida 2011 Cross Beam Dr Charlotte, NC 28217	No	NO	N/A		YES	NO	$26,822 70	1/23/2017	2/6/2017 ✓	PARTIAL	FINAL	
Truss Link, Inc. 260 Gallentry Dr Irmo, SC 29063	No	Yes	6/11/2015		YES	NO	$129,626 17	2/27/2017	3/13/2017 ✓	PARTIAL	FINAL	
Ram Tool PO Box 743487, Atlanta, GA 30374 205-413-8710	NO	NO	N/A		YES	NO	$4,850 12	12/27/2016	1-24-2017 11/7/2016 ✓	PARTIAL	FINAL	
CK Supply, PO Box 415421, Boston, MA 02241 843-747-5842	NO	NO	N/A		YES	NO	$407 719 38	3/4/2017	2/28/2017 ✓	PARTIAL	FINAL	
New Hope Drywall LLC 715 Chelwood PL Charlotte, NC 28217	NO	NO	N/A		YES	NO	$100 985 44	3/6/2017	3/13/2017 ✓	PARTIAL	FINAL	
AGS 1 LLC 308 Raymond Drive Ladson, SC 29456	NO	NO	N/A		YES	NO	$49,937 76	1/27/2017	2/7/2017 ✓	PARTIAL	FINAL	

R - 20165

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Exhibit 02

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

Acoustic Engineering Company

Holland Beatty Corcoran Corp, LLC

Precision Walls Inc.

Hotel at Marina Square

404 King Street Charleston, SC 29403

Charleston

Charleston

Library Square, LLC

$ 29,822.70

2-14-2017

2-14-2017

Acoustic Engineering Company

Branch Manager

North Carolina

Mecklenburg

14

February

2017

Acoustic Engineering Company

Branch Manager

14

February

2017

Acoustic Engineering Company

Branch Manager

Sworn to and subscribed before me this 14 day of February, 2017

Notary Public

My Commission Expires: 12 Dec 2017

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty Construction

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned, Truss Oak, Inc. (Subcontractor/Vendor) (Name of Vendor), pursuant to a contract or agreement with: Balfour Beatty Construction, LLC ("BBC"), Precision Walls Inc. (Name of Subcontractor), a subcontractor to BBC or a sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as: Hotel at Marion Square (Name or Description of Project) ("Project") which is located at 404 King Street, Charleston, SC 29403 (Street Address) in the City of Charleston, and County of Charleston, and is owned by Library Associates, LLC. (Name of Owner) ("Owner").

Subcontractor has been paid and received payment of $ 127,826.17 (Amount to be paid to Vendor) the sufficiency of which is hereby acknowledged and confessed, and as such Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and bonds or bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through 3/13/17 (Insert date through which release is given) (the "Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact cost and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

None
(Describe here or set out in an Attachment "A" which must be identified here and attached, all extras not included in the Release. Failure to describe any extras as excluded shall be a waiver and release of any right to payment for such work.)

Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subcontractor further affirms, represents and warrants that, except as noted above: (1) Subcontractor has no lien or claim of lien, either actual or or claim of lien, either actual or potential, bond right or claim, or contractual right or claim for payment with respect to any Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date; and, (2) all persons and entities that have performed or rendered labor or services, or supplied or furnished materials, equipment, furniture and furnishings, to Subcontractor in connection with the Work have been paid in full all undisputed amounts, and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

NOTICE: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.

Subcontractor acknowledges, affirms, represents and warrants that it has fully reviewed the terms and conditions of this waiver, that it is fully informed with respect to the legal effect of this waiver, and that it accepts the terms and conditions of waiver in return for the payment recited above.

Given under hand and seal this 13 day of March 20 17.

Truss Oak, Inc. (Name of Vendor)

By: S. Craig Young President (Print or Type the Signers Name and Title)

STATE OF SC

COUNTY OF Lexington

The foregoing instrument was signed, sealed and acknowledged before me this 13 day of March 20 17, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: Heather A. Maganna (Notary Public)

My Commission expires: 7/23/23

HEATHER A MAGANNA NOTARY PUBLIC SOUTH CAROLINA (Notary Seal)

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned _____ (Name of Vendor)

pursuant to that certain agreement with

Balfour Beatty Construction, LLC _____, ("BBC"),

Precision Walls Inc. a subcontractor to BBC or a

(Name of Subcontractor)

subcontractor under a Subcontract to furnish labor, services, materials and/or equipment ("Work") for

the improvement of the property described as follows (the "Property"):

Hotel at Marion Square [Project]

(Name or Description of Project)

which is located at 404 King Street Charleston, SC 29403

(Site Address)

in the City of Charleston, at County of Charleston, and is owned by

Library Associates, LLC. ("Owner").

(Name of Owner)

Subcontractor has been paid and received payment of $ [illegible] (the sufficiency of which is hereby acknowledged and confessed,

(Amount to be Paid to Vendor)

and Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and bonds or bond rights, in the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through [illegible]

(Insert date through which release is given)

(the "Release Period"); and, (2) waives, releases and relinquishes any and all claims for pay for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead and profits, impact costs and the like as well as claims and demands arising from any contracted delays, disruptions or changes to the Work, except with regard to direct change amounts and change orders for extra work but only to the extent such extra work is specifically identified above:

N/A

(Insert "N/A" if all such claims are excluded. If any claims are listed here and attached, all such claims are excluded from the Release unless they are specifically identified as claims to be included in the Release and the payment for such claims)

Subcontractor hereby acknowledges payment in full of all amounts previously billed and payable to the undersigned for Work. Subcontractor further affirms to the best of its knowledge that except as noted above: (1) Subcontractor has no lien or claim of lien, either actual or potential, bond right or claim, or contractual right or claim for payment with respect to any Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date; and, (2) all persons and entities that have performed or rendered labor or services or supplied or furnished materials, equipment, tools and the like through or to Subcontractor in connection with the Work have been paid in full all undisputed amounts due Subcontractor to the knowledge of the signing of any lien, claim or lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

NOTICE: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.

Subcontractor acknowledges: (1) that it has fully reviewed the terms and conditions of this document; (2) that it fully understands such terms and conditions; and (3) that it accepts the same and voluntarily executes this document on the date set forth below.

Executed by and on behalf of Subcontractor this 1 day of May, 20 23.

[illegible]

(Name of Vendor)

By: [illegible]

(Signature)

(Printed Name of Person Signing for Sub)

STATE OF SC

COUNTY OF [illegible]

The foregoing instrument was signed, sealed and acknowledged before me this 3 day of May, 20 23, by the above-named representative, having been duly sworn and upon oath stated that he/she is duly authorized to give this Affidavit and that the foregoing statement is true.

Sworn to before me this 3 day of May, 2023

[illegible]

Notary Public

My commission expires: [illegible]

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Bailour Realty

Subcontractor

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned, — (Subcontractor/Vendor) CK Supply — (Name of Vendor)

, pursuant to a contract or agreement with:

Bailour Realty Construction, LLC, ("BRC"),

Precision Walls Inc. (Name of Subcontractor) a subcontractor to BRC or a sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as:

Hotel at Marion Square (Name or Description of Project) ("Project")

which is located at 408 King Street, Charleston, SC 29403 (Street Address)

in the City of Charleston, and County of Charleston, and is owned by

Library Associates, LLC. (Name of Owner) ("Owner").

Subcontractor has been paid and received payment of $ [illegible] (Amount to be paid to Vendor) the sufficiency of which is hereby acknowledged and confessed, and as such Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and bonds or bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through 2/28/17 (latest date through which progress is requested) (the "Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact cost and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

None (Describe here or set forth in an Attachment "A" which must be identified here and attached, all extras not included in the Release. Failure to describe any extras as excluded shall be a waiver and release of any right to payment for such work.)

Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subcontractor further affirms, represents and warrants that, except as noted above, (1) Subcontractor has no lien or claim of lien, either actual or potential, bond right or claim, or contractual right or claim for payment with respect to any Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date; and, (2) all persons and entities that have performed or rendered labor or services, or supplied furnished materials, equipment, furniture and furnishings, to Subcontractor in connection with the Work have been paid in full all undisputed amounts, or Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

NOTICE: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional waiver and release form.

Subcontractor acknowledges, affirms, represents and warrants that it has fully reviewed the terms and conditions of this waiver, that it is fully informed with respect to the legal effect of this waiver, and that it accepts the terms and conditions of waiver in return for the payment recited above.

Given under hand and seal this 13th day of March 20 17

CK Supply (Vendor)

By: Olivia Quintanilla - Credit Rep. (Print or Type the Signer's Name and Title)

STATE OF IL

COUNTY OF Cook

The foregoing instrument was signed, sealed and acknowledged before me this 13th day of March 20 17, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed, [signature] Notary Public

My Commission expires: 5/9/17

"OFFICIAL SEAL"
Peter O'Brien
Notary Public, State of Illinois
My Commission Expires 5/9/2017

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned, Orlando Villanueva, New Hope Drywall
(Name of Vendor)

, pursuant to a contract or agreement with

Balfour Beatty Construction, LLC ("BBC"),

Precision Walls Inc. a subcontractor to BBC or a
(Name of Subcontractor)

sub-subcontractor under which Subcontractor agreed to furnish labor, services, material and/or equipment ("Work") for the construction of certain improvements, on the work of improvement commonly known as

Hotel at Marion Square ("Project")
(Name or Description of Project)

which is located at 404 King Street, Charleston, SC 29403
(Street Address)

in the City of Charleston, and County of Charleston, and is owned by

Library Associates, LLC. ("Owner").
(Name of Owner)

Subcontractor has been paid and received payment of $ 100,989.44 the sufficiency of which is hereby acknowledged and confessed,
(Amount to be paid to Vendor)

and as such Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and bonds or bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through 03-13-2017.
(Insert date through which release is given)

(The "Release Period"), and (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact cost and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

None
(Describe here or set out in an Attachment "A" which must be identified here and attached, all extras not included in the Release. Failure to do so shall be deemed and shall be a waiver and release of any right to payment for such work.)

Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subcontractor further affirms, represents and warrants that, except as noted above: (1) Subcontractor has no lien or claim of lien, either actual or potential, bond right or claim or contractual right or claim for payment with respect to any Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date; and (2) all persons and entities that have performed or rendered labor or services, or supplied or furnished materials, equipment, furniture and furnishings, to Subcontractor in connection with the Work have been paid in full all undisputed amounts, and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

NOTICE: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.

Subcontractor acknowledges, affirms, represents and warrants that it has fully reviewed the terms and conditions of this waiver, that it is fully informed with respect to the legal effect of this waiver, and that it accepts the terms and conditions of waiver in return for the payment recited above.

Given under hand and seal this 13 day of March 20 17.

Orlando Villanueva
Name of Vendor

By: Orlando Villanueva
(Signature)
(Print or Type the Signer's Name and Title)

STATE OF SC

COUNTY OF Charleston

The foregoing instrument was signed, sealed and acknowledged before me this 13 day of March 20 17, by the above-named representative, having been duly sworn and after affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: Brenda Lane
Notary Public

My Commission expires 8-19-2024

BRENDA LANE BOWEN NOTARY PUBLIC SOUTH CAROLINA

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned, Orlando Villanueva. New Hope Drywall
(Name of Vendor)

, pursuant to a contract or agreement with:

Balfour Beatty Construction, LLC , ("BBC"),

Precision Walls Inc. a subcontractor to BBC or a
(Name of Subcontractor)

sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as:

Hotel at Marion Square ("Project")
(Name or Description of Project)

which is located at 404 King Street Charleston, SC 29403
(Street Address)

in the City of Charleston , and County of Charleston , and is owned by:

Library Associates, LLC. ("Owner")
(Name of Owner)

Subcontractor has been paid and received payment of $ 100,925.41 the sufficiency of which is hereby acknowledged and confessed,
(Amount to be paid to Vendor)

and as such Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and bonds or bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through 03-13-24
(Project date through which release is given)

(the "Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact cost and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

None
(Describe here or set out in an Attachment "A" which must be identified, and attached, all extras not included in the Release. Failure to describe any extras as excluded shall be a waiver and release of any right to payment for such work.)

Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subcontractor further affirms, represents and warrants that, except as noted above: (1) Subcontractor has no lien or claim of lien, either actual or potential, bond right or claim, or contractual right or claim for payment with respect to any Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date; and, (2) all persons and entities that have performed or rendered labor or services for, or supplied or furnished materials, equipment, furniture and furnishings, to Subcontractor in connection with the Work have been paid in full. If undisputed amounts and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

NOTICE: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.

Subcontractor acknowledges, affirms, represents and warrants that it has fully reviewed the terms and conditions of this waiver, that it is fully informed with respect to the legal effect of this waiver, and that it accepts the terms and conditions of waiver in return for the payment recited above.

Given under hand and seal this 13 day of March 20 24.

Orlando Villanueva
(Name of Vendor)

By: Orlando Villanueva
(Signature)
(Print or Type the Signer's Name and Title)

STATE OF SC

COUNTY OF Charleston

The foregoing instrument was signed, sealed and acknowledged before me this 13 day of March 20 24, by the aforesaid representative, having been duly sworn and deposing that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed, [signature]
Notary Public

My Commission expires: 2-19-2026

BRENDA MOORE OLIVER NOTARY PUBLIC SOUTH CAROLINA

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty Construction

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned, AGS 1 LLC (Name of Vendor), pursuant to a contract or agreement with: Balfour Beatty Construction, LLC ("BBC"), Precision Walls Inc. (Name of Subcontractor) a subcontractor to BBC or a sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as: Hotel at Marion Square (Name or Description of Project) ("Project") which is located at 404 King Street, Charleston, SC 29403 (Street Address) in the City of Charleston, and County of Charleston, and is owned by Library Associates, LLC (Name of Owner) ("Owner").

Subcontractor has been paid and received payment of $ 19,931.78 (Amount to be paid to Vendor) the sufficiency of which is hereby acknowledged and confessed, and as such Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and bonds or bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through 2-07-17 (Insert date through which release is given) (the "Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact cost and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

None

(Describe here or set out in an Attachment "A" which must be identified here and attached, all extra not included in this Release. Failure to describe any extra as excluded will be a waiver and release of any right to payment for such work.)

Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subcontractor further affirms, represents and warrants that, except as noted above: (1) Subcontractor has no lien or claim of lien, either actual or potential, bond right or claim, or contractual right or claim for payment with respect to any Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date; and, (2) all persons and entities that have performed or rendered labor or services, or supplied or furnished materials, equipment, furniture and furnishings, to Subcontractor in connection with the Work have been paid in full all undisputed amounts, and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

NOTICE: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.

Subcontractor acknowledges, affirms, represents and warrants that it has fully reviewed the terms and conditions of this waiver, that it is fully informed with respect to the legal effect of this waiver, and that it accepts the terms and conditions of this waiver in return for the payment recited above.

Given under hand and seal this 7 day of Feb, 20 17.

(Name of Vendor)

By: Marisa Mathews, Mgr (Signature)

(Print or Type the Signer's Name and Title)

STATE OF SC

COUNTY OF Charleston

The foregoing instrument was signed, sealed and acknowledged before me this 7 day of Feb, 20 17, by the aforesaid representative, having been duly sworn, did state, and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: Brenda Mae Brown (Notary Public)

My Commission expire 5-19-2021

BRENDA MAE BROWN NOTARY PUBLIC SOUTH CAROLINA

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request #	01 15827
Work Performed Through:	01/31/2017

Subcontractor's Name: *Warco Construction, Inc.*
Subcontractor's Address: 3910 Stuart Andrew Blvd
Charlotte, NC 28217
Phone Number: 704-521-5200
Fax Number: 704-521-5199

Project Name: *Hotel at Marion Square* Job No.: 13026000 Date: 01/18/2017
Owner:

Description of Work: Specialties Div 10

Original Contract Amount	$585,000.00	
Change Order Total	$0.00	
Through C/O #:_____		
Total Revised Contract	$585,000.00	
Value of Work Performed to Date	$27,770.00	
Value of Materials Stored On Site		
Value of Materials Stored Off Site		
Current Month (Stored Materials)		
Total	**$27,770.00**	
Less 10 % Retainage	**$2,777.00**	
Amount Earned to Date	**$24,993.00**	
Less Previous Billings/Payments	$0.00	
Less Adjustments/Joint Checks		
Less Pending Back Charges		
Total Amount this Requisition	**$24,993.00**	

Subcontract ☐ Purchase Order ☐

Other Contract Type

Unit Price ☐ Lump Sum ☐
Bonded ☐ Unbonded ☐

Subguard ☐ Alternate Plan ☐

Contract Increased 20%?	Y ☐	N ☐
If yes, bond rider received	Y ☐	N ☐
EEO Reports Current	Y ☐	N ☐
Certified Payrolls Current	Y ☐	N ☐

Insurance Status
Insurance Expiration Date

Release Attached	Y ☐	N ☐
Tier/Supplier Release if Required	Y ☐	N ☐
Reducing Retention	Y ☐	N ☐
If reducing retainage, reducing	From ☐	To ☐
Consent of Surety for retention reduction if bonded	Y ☐	N ☐
New materials stored off site If yes, attach stored materials checklist	Y ☐	N ☐
Final Payment If yes, see attached checklist	Y ☐	N ☐

Owner Billing Number

Owner Payment Rec'd Date:

Payment Terms:

Pay Select #

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
Date	**Invoice #**	**Description**		
Gross Amount		**Retainage Amt**	**Net Amount**	
$27,770.00		$2,777.00	$24,993.00	
Accrue Tax	**Tax Code**	**Pay Item & Cost Code**		
YES / NO				

Halt Codes:

pprovals:

PM / Date PA / Date APA / Date

R - 20173

Exhibit "G"

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702 PAGE 1 OF 2 PAGES

TO (Contrac.
BALFOUR BEATTY CONSTRUCTION, LLC
1930 Camden Road, Suite 280
Charlotte, NC 28203

PROJECT:
Hotel at Marion Square

APPLICATION: 01 15-15827 DISTRIBUTION TO:
PERIOD FROM 01/01/2017
PERIOD TO: 01/31/2017

- ☐ OWNER
- ☐ CONTRACTOR
- ☐ ARCHITECT
- ☐ TRADE CONTRACTOR

FROM (TRADE CONTRACTOR):
Warco Construction Inc.
3910 Stuart Andrew Blvd
Charlotte, NC 28210

VIA (Construction Contract):

ARCHITECT'S
PROJECTS NC TBD

CONTRACT FOR: Division 10

CONTRACT DATE: 06/29/2015

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
Change Orders appr previous months by Owner	ADDITIONS	DEDUCTIONS
TOTAL		
Approved this Month		
No. / Date Approved		
	0.00	
TOTALS	0.00	$0.00
Net change by Change Orders:		$0.00

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet

1. **ORIGINAL CONTRACT SUM**	$	585,000.00
2. **Net change by Change Orders**	$	0.00
3. **CONTRACT SUM TO DATE** (Line 1 + 2)	$	585,000.00
4. **TOTAL COMPLETED & STORED TO DATE** (Column G)	$	27,770.00
5. **RETAINAGE:**		
a. 10 % of Completed Work (Column D + E)	$ 2,777.00	
b. 0 % of Stored Material (Column F)	$	
Total Retainage (Line 5a + 5b or Total in Column I)	$	2,777.00
6. **TOTAL EARNED LESS RETAINAGE** (Line 4 less Line 5 Total)	$	24,993.00
7. **LESS PREVIOUS CERTIFICATES FOR** PAYMENT (Line 6 from prior Certificate)	$	0.00
8. **CURRENT PAYMENT DUE**	$	24,993.00
9. **BALANCE TO FINISH, PLUS RETAINAGE** (Line 3 less Line 6)	$	560,007.00

The undersigned Contractor certifies that to the best of the contractor's knowledge information and belief the Work covered by this Appliction 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: Warco Construction, Inc.

By: Date: 01/18/2017

State of : North Carolina County of: Mecklenburg
Subscribed and sworn to before me this 18th day of Janaury 2017
Notary Public: Dana R Malone
My commission expires: 12/08/2020

Dana R. Malone
Notary Public
Cabarrus County, NC
My Commission Expires

CONTRACTOR'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Mangaer certifies to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Trade Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $

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

CONTRACTOR: BALFOUR BEATTY CONSTRUCTION, LLC

By: Date:

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

R - 20174

Exhibit "G"

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side) PAGE OF PAGES

AIA DOCUMENT .2, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Colum I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 1
APPLICATION DATE: 2017-01-18
PERIOD TO: 2017-01-31
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED 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
1	Restroom Accessories	274050.00	0.00	0.00	0.00	0.00	0.00%	274050.00	0.00
2	Wall Protection	13120.00	0.00	0.00	0.00	0.00	0.00%	13120.00	0.00
3	Lockers	25460.00	0.00	0.00	0.00	0.00	0.00%	25460.00	0.00
4	Fire Protection Specialties	11400.00	0.00	0.00	0.00	0.00	0.00%	11400.00	0.00
5	Linen Chutes	27810.00	0.00	25029.00	0.00	25029.00	90.00%	2781.00	2502.90
6	Shutters	166600.00	0.00	0.00	0.00	0.00	0.00%	166600.00	0.00
7	Projection Screens	7150.00	0.00	0.00	0.00	0.00	0.00%	7150.00	0.00
8	Safety Deposit Boxes	2800.00	0.00	0.00	0.00	0.00	0.00%	2800.00	0.00
9	Depository Safe	2500.00	0.00	0.00	0.00	0.00	0.00%	2500.00	0.00
10	EZ Access Ramps	2660.00	0.00	0.00	0.00	0.00	0.00%	2660.00	0.00
11	Mangers Apartment Appliances	4160.00	0.00	0.00	0.00	0.00	0.00%	4160.00	0.00
12	Knox Box	3300.00	0.00	0.00	0.00	0.00	0.00%	3300.00	0.00
13	Concierge Fireplace / Mantel	10200.00	0.00	0.00	0.00	0.00	0.00%	10200.00	0.00
14	General Conditions	30462.00	0.00	2741.00	0.00	2741.00	9.00%	27721.00	274.10
15	Composite Clean Up	3328.00	0.00	0.00	0.00	0.00	0.00%	3328.00	0.00
	Total	585000.00	0.00	27770.00	0.00	27770.00		557230.00	2777.00

R - 20175

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Exhibit F1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT
(Subcontractor/Vendor)

The undersigned, Warco Construction, Inc. ("Subcontractor"), pursuant to a
(Name of Subcontractor)
contract or agreement with Balfour Beatty Construction, LLC, ("BBC"), Warco, a subcontractor to BBC or a sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as:
Hotel at Marion Square ("Project")
(Name or Description of Project)
which is located at _____
(Street Address)
in the City of Charlotte, and County of Mecklenburg,

and is owned by _____ ("Owner").
(Name of Owner)

Upon receipt by Subcontractor of a check in the sum of $ 24,993.00
(Amount to be paid to Subcontractor)
the sufficiency of which is hereby acknowledged and confessed, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective pursuant to which the Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and all bonds and bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through January 31 2017 (the "Release Period"); and, (2) waives, releases
(Insert date through which release is given)
and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact costs and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

None

(Describe here or set out in an Attachment "A" which must be identified here and attached, all extras not included in the Release. Failure to describe any extras as excluded shall be a waiver and release of any right to payment for such work.)

Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subcontractor further affirms, represents and warrants that, except as noted above: (1) Subcontractor has no lien or claim of lien, either actual or potential, bond right or claim, or contractual right or claim for payment with respect to any

Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date; and, (2) all persons and entities that have performed or rendered labor or services, or supplied

or furnished materials, equipment, furniture and furnishings, to Subcontractor in connection with the Work have been paid in full, or upon receipt of the payment described above will be paid in full, all undisputed amounts, and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

Subcontractor acknowledges, affirms, represents and warrants that it has fully reviewed the terms and conditions of this waiver, that it is fully informed with respect to the legal effect of this waiver, and that it accepts the terms and conditions of this waiver in return for the payment recited above.

Given under hand and seal this 18th day of January, 20 17.

Warco Construction, Inc.
(Company Name)

By: HG Warco Jr

Its: President

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

The foregoing instrument was signed, sealed and acknowledged before me this 18th day of January, 2017, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: Dana R Malone
Notary Public Dana R. Malone

My Commission expires: 12/08/2020

Dana R. Malone
Notary Public
Cabarrus County, NC
My Commission Expires

(Notary Seal)

Updated as of 6/30/2013

R - 20177

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That Warco Construction (the "Lienor") for and in consideration of the payment of the sum of $ 24,993.00 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

_____

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 31st day of January, 2017, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 29 day of March, 2017

Signed, sealed and delivered
in the presence of:

Signature
NANCY B FRIDDLE
Print Name

Warco Construciton, Inc.
a _____ corporation

Signature
H.G. Warren, Jr., President
Print Name & Title

STATE OF North Carolina

COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 29 day of March, 2017, by H.G. Warren, Jr., President of Warco Construction, Inc., a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced appeared Personally (type of identification) as identification.

NOTARY PUBLIC, STATE OF NC

My Commission Expires: 12/08/2020

Dana R. Malone
Notary Public
Cabarrus County, NC
My Commission Expires

Balfour Beatty Construction

Request for Payment

Pay Request # 19
Work Performed Through: 03/31/17

Subcontractor's Name: Bernhard MCC, LLC
Subcontractor's Address: Po Box 7460
Metarie, LA 70010

Phone Number: -
Fax Number:

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 03/30/17
Owner: Library Associates, LLC

Description of Work: Mechanical HVAC and Plumbing

Original Contract Amount	$6,028,350.00	
Change Order Total	$308,582.50	
Through C/O #: 2		
Total Revised Contract	$8,336,932.50	
Previous Work Performed to Date(SSR)	$6,648,862.95	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$93,374.02	
Current Month Gross	$348,160.14	
New Work Performed to Date	$7,090,397.11	
Less 10 % Retainage	$709,039.71	
Amount Earned to Date	$6,381,357.40	
Less Previous Net Billings	$5,983,976.66	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$397,380.75	INTERNAL AUDIT!!

Subcontract [X] Purchase Order [ ]
Other Contract Type:
Unit Price [ ] Lump Sum [X]
Bonded [-] Unbonded [X]
Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	Finaled	
Insurance Expiration Date	07/01/17	
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site	Y [ ]	N [X]
If yes, attach stored materials checklist		
Final Payment	Y [ ]	N [X]
If yes, see attached checklist		

Owner Billing Number: 14
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #: 1443731

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
50540	115133	13026400	532366

Date	Invoice #	Description
03/31/17	13026400 - 19	13026400 . PE# 19 . 17.03

Gross Amount	Retainage Amt	Net Amount
$348,160.14	$17,408.01	$397,380.75

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400.51500000.40	NO

Hall Codes: 02- OWNER FUNDING Lower Tier Waivers

PM App Change orders

Dcc # 2365568

Approvals:
PM / Date
CA 03/31/17
PA / Date
APA / Date

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Bamhart Balfour Beatty

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO CONSTRUCTION MANAGER:
Balfour Beatty Construction
1930 Camden Rd. Suite 280
Charlotte, NC 28210

FROM CONTRACTOR:
Bernhard MCC, LLC
9233 Forsyth Park Drive
Charlotte, NC 28273

CONTRACT FOR: CONSTRUCTION

PROJECT: HOTEL AT MARION SQUARE

VIA ARCHITECT:

APPLICATION NO: 19

PERIOD TO: March 31, 2017

PROJECT NO: Balfour Beatty Project #13026000
BMCC Project # 8350248

Distribution to:
[X] OWNER
[X] ARCHITECT
[X] INSPECTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	8,028,350.00
2. Net change by Change Orders	$	308,582.50
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	8,336,932.50
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	7,090,397.11
5. RETAINAGE:	$	709,039.71
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	6,381,357.40
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	5,983,976.65
8. CURRENT PAYMENT DUE	$	397,380.75
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	1,955,575.10

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$223,003.30	$0.00
Total approved this Month	$85,579.20	$0.00
TOTALS	$308,582.50	$0.00
NET CHANGES by Change Order	$308,582.50	

The undersigned Construction Manager (CM) certifies that to the best of the CM'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 CM 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.

SUBCONTRACTOR

By: _____ Date: 3/31/17

CONTRACTOR

By: _____ Date: _____

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect advises the Owner that to the Architect's knowledge, information and belief the Work has progressed as indicated, the Work is in general accordance with the Contract Documents, and the Contractors are entitled to payment of the AMOUNT REQUESTED.

AMOUNT REQUESTED . . . . . $ 397,380.75

(Attach explanation if amount requested differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount requested.)

ARCHITECT:

By: _____ Date: _____

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

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATE FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006-5292
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

AIA DOCUMENT G703 · CONTINUATION SHEET FOR G702 · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5292

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar
Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO: 18
APPLICATION DATE: 3/28/17
PERIOD TO: 3/31/17

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	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 10%
1	MOBILIZATION	40,000.00		40,000.00	39,900.00		-	39,900.00	99.75%	100.00	3,990.00
	HVAC EQUIIPMENT			-			-	-		-	-
2	TRANE EQUIPMENT	650,000.00		650,000.00	650,000.00		-	650,000.00	100.00%	-	65,000.00
3	PACE PUMPS AND EQUIPMENT	300,000.00		300,000.00	300,000.00	-	-	300,000.00	100.00%	-	30,000.00
4	HOFFMAN FANS, VAVS AND EQUIP	90,000.00		90,000.00	90,000.00		-	90,000.00	100.00%	-	9,000.00
5	VIBRATION/SEISMIC	96,000.00		96,000.00	96,440.00	(440.00)	-	96,000.00	100.00%	-	9,600.00
	PLUMBING EQUIPMENT			-			-	-		-	-
6	FIXTURES	1,045,000.00		1,045,000.00	261,025.00	63,600.98	93,374.02	418,000.00	40.00%	627,000.00	41,800.00
7	GREASE TRAP	10,000.00		10,000.00	10,000.00		-	10,000.00	100.00%	-	1,000.00
8	PUMPS/WATER HEATERS	50,000.00		50,000.00	50,000.00	-	-	50,000.00	100.00%	-	5,000.00
9	SUBMITTALS	75,000.00		75,000.00	75,000.00		-	75,000.00	100.00%	-	7,500.00
	SUBCONTRACTORS			-			-	-		-	-
10	SHEET METAL	1,296,689.00		1,296,689.00	1,102,185.65	51,867.56	-	1,154,053.21	89.00%	142,635.79	115,405.32
11	CONTROLS	108,711.00		108,711.00	59,594.00	38,245.90	-	97,839.90	90.00%	10,871.10	9,783.99
12	INSULATION	493,950.00		493,950.00	246,975.00	34,576.50	-	281,551.50	57.00%	212,398.50	28,155.15
13	INNCOMM SYSTEM	165,000.00		165,000.00	57,750.00	16,500.00	-	74,250.00	45.00%	90,750.00	7,425.00
14	DRAWINGS AND BIM	175,000.00		175,000.00	175,000.00		-	175,000.00	100.00%	-	17,500.00
	PLUMBING UNDERGROUND			-			-	-		-	-
15	MATERIAL	60,000.00		60,000.00	60,000.00		-	60,000.00	100.00%	-	6,000.00
16	LABOR	65,000.00		65,000.00	65,000.00		-	65,000.00	100.00%	-	6,500.00
	SUB LEVEL			-			-	-		-	-
17	MATERIAL	100,000.00		100,000.00	100,000.00		-	100,000.00	100.00%	-	10,000.00
18	LABOR	85,000.00		85,000.00	85,000.00		-	85,000.00	100.00%	-	8,500.00
	FIRST FLOOR			-	-		-	-		-	-
19	MATERIAL	100,000.00		100,000.00	100,000.00		-	100,000.00	100.00%	-	10,000.00
20	LABOR	175,000.00		175,000.00	175,000.00		-	175,000.00	100.00%	-	17,500.00
	SECOND FLOOR			-			-	-		-	-
21	MATERIAL	100,000.00		100,000.00	100,000.00		-	100,000.00	100.00%	-	10,000.00
22	LABOR	175,000.00		175,000.00	175,000.00		-	175,000.00	100.00%	-	17,500.00
	THIRD FLOOR			-			-	-		-	-
23	MATERIAL	75,000.00		75,000.00	75,000.00		-	75,000.00	100.00%	-	7,500.00
24	LABOR	150,000.00		150,000.00	150,000.00		-	150,000.00	100.00%	-	15,000.00
	FOURTH FLOOR			-			-	-		-	-
25	MATERIAL	50,000.00		50,000.00	50,000.00		-	50,000.00	100.00%	-	5,000.00
26	LABOR	75,000.00		75,000.00	75,000.00	-	-	75,000.00	100.00%	-	7,500.00

R - 20181

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT containing
Contractor's signed certification is attached.
In tabulations below amounts are stated to the nearest dollar
Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO: 19
APPLICATION DATE: 3/28/17
PERIOD TO: 3/31/17

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	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 10%
	FIFTH FLOOR			-			-	-		-	-
27	MATERIAL	40,000.00		40,000.00	40,000.00		-	40,000.00	100.00%	-	4,000.00
28	LABOR	50,000.00		50,000.00	41,020.00	1,480.00	-	42,500.00	85.00%	7,500.00	4,250.00
	SIXTH FLOOR			-			-	-		-	-
29	MATERIAL	40,000.00		40,000.00	40,000.00		-	40,000.00	100.00%	-	4,000.00
30	LABOR	40,000.00		40,000.00	20,000.00	4,000.00	-	24,000.00	60.00%	16,000.00	2,400.00
	SEVENTH FLOOR			-			-	-		-	-
31	MATERIAL	40,000.00		40,000.00	40,000.00		-	40,000.00	100.00%	-	4,000.00
32	LABOR	40,000.00		40,000.00	10,000.00	10,000.00	-	20,000.00	50.00%	20,000.00	2,000.00
	EIGHT FLOOR			-			-	-		-	-
33	MATERIAL	50,000.00		50,000.00	50,000.00	-	-	50,000.00	100.00%	-	5,000.00
34	LABOR	75,000.00		75,000.00	37,500.00	7,500.00	-	45,000.00	60.00%	30,000.00	4,500.00
	NINTH FLOOR			-			-	-		-	-
35	MATERIAL	5,000.00		5,000.00	1,250.00	250.00	-	1,500.00	30.00%	3,500.00	150.00
36	LABOR	20,000.00		20,000.00	5,000.00	1,000.00	-	6,000.00	30.00%	14,000.00	600.00
	HVAC			-			-	-		-	-
37	BASEMENT MATERIAL	40,000.00		40,000.00	40,000.00	-	-	40,000.00	100.00%	-	4,000.00
38	BASEMENT LABOR	70,000.00		70,000.00	66,500.00	-	-	66,500.00	95.00%	3,500.00	6,650.00
39	FIRST FLOOR MATERIAL	150,000.00		150,000.00	147,000.00	-	-	147,000.00	98.00%	3,000.00	14,700.00
40	FIRST FLOOR LABOR	250,000.00		250,000.00	245,000.00	-	-	245,000.00	98.00%	5,000.00	24,500.00
41	SECOND FLOOR MATERIAL	40,000.00		40,000.00	39,200.00	-	-	39,200.00	98.00%	800.00	3,920.00
42	SECOND FLOOR LABOR	100,000.00		100,000.00	98,000.00	-	-	98,000.00	98.00%	2,000.00	9,800.00
43	THIRD FLOOR MATERIAL	12,000.00		12,000.00	10,800.00	720.00	-	11,520.00	96.00%	480.00	1,152.00
44	THIRD FLOOR LABOR	50,000.00		50,000.00	45,000.00	3,000.00	-	48,000.00	96.00%	2,000.00	4,800.00
45	FOURTH FLOOR MATERIAL	30,000.00		30,000.00	26,700.00	1,800.00	-	28,500.00	95.00%	1,500.00	2,850.00
46	FOURTH FLOOR LABOR	150,000.00		150,000.00	135,000.00	9,000.00	-	144,000.00	96.00%	6,000.00	14,400.00
47	FIFTH FLOOR MATERIAL	12,000.00		12,000.00	10,920.00	480.00	-	11,400.00	95.00%	600.00	1,140.00
48	FIFTH FLOOR LABOR	35,000.00		35,000.00	31,500.00	2,100.00	-	33,600.00	96.00%	1,400.00	3,360.00
49	SIXTH FLOOR MATERIAL	5,000.00		5,000.00	4,150.00	600.00	-	4,750.00	95.00%	250.00	475.00
50	SIXTH FLOOR LABOR	20,000.00		20,000.00	16,600.00	1,200.00	-	17,800.00	89.00%	2,200.00	1,780.00
51	SEVENTH FLOOR MATERIAL	5,000.00		5,000.00	4,150.00	600.00	-	4,750.00	95.00%	250.00	475.00
52	SEVENTH FLOOR LABOR	20,000.00		20,000.00	16,400.00	1,400.00	-	17,800.00	89.00%	2,200.00	1,780.00
53	EIGHTH FLOOR MATERIAL	5,000.00		5,000.00	4,300.00	300.00	-	4,600.00	92.00%	400.00	460.00
54	EIGHTH FLOOR LABOR	20,000.00		20,000.00	4,000.00	12,400.00	-	16,400.00	82.00%	3,600.00	1,640.00
55	NINTH FLOOR MATERIAL	1,000.00		1,000.00		400.00	-	400.00	40.00%	600.00	40.00

R - 20182

AIA DOCUMENT G703 CONTINUATION SHEET FOR G702 1992 EDITION AIA ©1992
THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5292

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar
Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO: 19
APPLICATION DATE: 3/28/17
PERIOD TO: 3/31/17

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	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 10%
56	NINTH FLOOR LABOR	5,000.00		5,000.00	500.00		-	500.00	10.00%	4,500.00	50.00
	FIXTURE SET OUT			-			-	-		-	-
57	MATERIAL	10,000.00		10,000.00	1,000.00		-	1,000.00	10.00%	9,000.00	100.00
58	LABOR	25,000.00		25,000.00	2,500.00		-	2,500.00	10.00%	22,500.00	250.00
	MOCK UP			-			-	-		-	-
59	MATERIAL	8,000.00		8,000.00	8,000.00	-	-	8,000.00	100.00%	-	800.00
60	LABOR	10,000.00		10,000.00	10,000.00	-	-	10,000.00	100.00%	-	1,000.00
	FABRICATION			-			-	-		-	-
61	MATERIAL	350,000.00		350,000.00	350,000.00	-	-	350,000.00	100.00%	-	35,000.00
62	LABOR	400,000.00		400,000.00	400,000.00	-	-	400,000.00	100.00%	-	40,000.00
	CHANGE ORDERS			-			-	-		-	-
63	CO #1 DEWAT RELOC ,CRANE PROT		2,074.13	2,074.13	2,074.13	-	-	2,074.13	100.00%	-	207.41
64	PCO 004 MOD 1 - UG STORM PIPE		59,200.00	59,200.00	59,200.00	-		59,200.00	100.00%	-	5,920.00
65	BBC CO#4/BMCC PCO#024-BMCC/PCO#060		13,961.00	13,961.00	13,961.00			13,961.00	100.00%		1,396.10
66	MOD 1 2 3 Pip[illegible]y		116,397.61	116,397.61	116,397.61			116,397.61	100.00%		11,639.76
67	MOD 4		31,370.56	31,370.56	31,370.56			31,370.56	100.00%		3,137.06
68	PCO 018 Deco at [illegible]e g[illegible]ls		85,579.20	85,579.20		85,579.20		85,579.20	100.00%		8,557.92
								-			
								-			
	GRAND TOTALS	8,028,350.00	308,582.50	8,336,932.50	6,648,862.95	348,160.14	93,374.02	7,090,397.11	88.32%	1,246,535.39	709,039.71

R - 20183

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That __Bernhard MCC, LLC_ (the "Lienor") for and in consideration of the payment of the sum of __$397,380.75 __ and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:
_Exhibit B_____

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the __31st__day of March _, 2017__, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this _31st __ day of _March_, 2017__.

Signed, sealed and delivered
in the presence of:

Hagan G. Reynolds
Signature

Hagan G. Reynolds
Print Name

Bernhard MCC, LLC_____
a Louisiana corporation

Signature

Scott Delbridge, Project Manager
Print Name & Title

STATE OF North Carolina

COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 31st_ day of March_, 2017__, by _Scott Delbridge_, _Project Manager_ of _Bernhard MCC, LLC_, a _Louisiana_ corporation on, on behalf of the corporation. He/she is personally known to me or has produced Drivers License (type of identification) as identification.

Hagan G. Reynolds
NOTARY PUBLIC, STATE OF _North Carolina_____

My Commission Expires: March 06, 2021

Hagan G Reynolds
Notary Public
Union County, NC

STORAGE RECEIPT

Date: 3-28-17

This is to certify that the undersigned holds on storage at Ferguson ENT 1610 West Lucas ST. the following described building material, consisting of _____ and that it will deliver or surrender same to Balfour Beatty Construction, LLC at the Jobsite or other designated location; All payments due for said material in the amount of $93,374.02, not including the amount of $0 being held as retainage under the Agreement between Balfour Beatty Construction, LLC and MCC Mechanical (Subcontractor/Vendor) having been made and are hereby acknowledged by the undersigned.

Ferguson ENT (Subcontractor/Vendor) does hereby acknowledge responsibility to deliver ~~and install~~ _____ in accordance with the agreements between Balfour Beatty Construction, LLC and MCC Mechanical (Subcontractor/Vendor) for the Plumbing (scope of work).

If storage at 3rd Party Warehouse, by signing below, the Warehouseman represents that all warehouse charges have been paid in advance through period ending _____. **(N/A If stored at Subcontractor's facilities).**

By signing below, the Warehouseman, if applicable, and Subcontractor acknowledge and agree that Balfour Beatty Construction or the Owner shall have accessibility to the storage premises until materials are fully delivered to the jobsite.

BY: Carol Phillips / credit Mgr
Warehouseman (If applicable)

BY: Ferguson ENT
Subcontractor / Vendor

BY: _____
Balfour Beatty Construction, LLC

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Material Bill of Sale

TO: Balfour Beatty Construction, LLC

REGARDING: Material Bill of Sale, Conditional Upon Receipt of Payment

DATE: 3-28-17

We hereby transfer, convey and assign title for the property described below and located at the address indicated below to BALFOUR BEATTY, CONSTRUCTION, LLC for the sum of Nineh Three Three Hundred Seventy Four thousand 7 02 Dollars.

We further certify that we have full title to this material and that we will defend same against any and all claims.

Material Description: Plumbing, Soaking Tub

Stored Address: Ferguson ENT
1610 West Lucas ST
Florence, SC 29501

Sum Total Value: 93,374.02

Witness:

Subcontractor: Michael Rhymer

Michael Rhymer Area Ops Mgr
Name & Title

State of South Carolina County of Richland

The foregoing instrument was acknowledged before me this 28th day of March 2017, by Michael Rhymer as Operation Manager of Ferguson ENT.

My Commission Expires: 1-4-2020 (Seal)
Notary Public

FERGUSON ENTERPRISES, INC.

PRINT DUPLICATE INVOICE

FERGUSON ENTERPRISES INC #34
PO BOX 100286
ATLANTA, GA 30384-0286

Deliver To: APRESEARCH@MCCGROUP.
From: Cecil Phillips
Comments:

Please Contact With Questions:
843-662-5241

Invoice Number	Customer	Page
4084623	202596	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE ---> 93374.02

FERGUSON ENTERPRISES INC #34
PO BOX 100286
ATLANTA, GA 30384-0286

Sold To:
MCC MECHANICAL LLC
MARION SQUARE HOTEL
3001 17TH STREET
METAIRIE, LA 70002

Ship To:
MCC - MARION SQUARE HOTEL
404 KING ST
MIKE SCHNEIDA (504) 583-0980
CHARLESTON, SC 29403

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
28	28	SC2656	8350248015	CSW	MARION SQUARE HOTEL	03/24/2017	131666

Ordered	Shipped	Item Number	Description	Unit Price	UM	Amount
			Source Order#: 9918834			
41	41	SP-MS196	MTI S196 ALISSA 4 SOAKING TUB	2099.000	EA	86059.00
			BILL AND HOLD AGREEMENT			
			SIGNED			

Invoice Sub-Total	86059.00
Tax	7315.02
Total Amt	93374.02

If paid on or before 04/10/2017 *you may deduct* 1721.16 *TOTAL DUE --->* 93374.02

ALL ACCOUNTS ARE DUE AND PAYABLE PER THE CONDITIONS AND TERMS OF THE ORIGINAL INVOICE. ALL PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE AT THE MAXIMUM RATE ALLOWED BY STATE LAW PLUS COSTS OF COLLECTION INCLUDING ATTORNEY FEES IF INCURRED. FREIGHT TERMS ARE FOR OUR DOCK UNLESS OTHERWISE SPECIFIED ABOVE. COMPLETE TERMS AND CONDITIONS ARE AVAILABLE UPON REQUEST OR CAN BE VIEWED ON THE WEB AT http://wolseleyna.com/terms_conditions
GOVT BUYERS: ALL ITEMS QUOTED ARE OPEN MARKETUNLESS NOTED OTHERWISE.

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH 'NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square				
Job #	13026000				
Date Prepared:					
PRIME SUB'S NAME	Bernhard MC(				
Attachment for Pay Req #:	19				
for Month Ending:	Mar-17				

A	B	C	D	E	F		G	H	I	J	K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	**Indicate if tier is based in county of Project**	**Notice to Owner Filed?(NTO) (Yes/No)**	**Date NTO Filed:**	**Bonded Sub? (Yes/No)**	**Has tier billed for work to date? select: (Yes/No)**		**Cumulative dollar amount tier billed for work/materials to date:**	**Tier's most recent invoice is dated through:**	**Tier's most recent release is dated through: *(as noted on releases)***	**Tier's most recent release is PARTIAL or FINAL? Select One**	**Comments:**
AAA Firestop, Inc. 14039 Hwy 74E, Suite A6278 Indian Trail, NC 28079	No - Union	NO		NO	YES		$38,704.00	12/31/2016	✓ 3/15/2017	PARTIAL	
Chapman Company 10801 Johnston Road, Suite 215 Charlotte, NC 28226	No - Mecklenburg	NO		NO	YES		$101,647.16	1/5/2017	1/20/2017	PARTIAL	
Engineered Control System PO Box 1885, Fuquay Varina, NC 27526	No - Hartnett	NO		NO	YES		$20,890.00	2/8/2017	2/28/2017	PARTIAL	
Ferguson Enterprises 4711 Rivers Avenue North Charleston, SC 29405	Yes - CHS	YES	7/15/2016	NO	YES		$553 544.85	3/9/2017	12/25/2016	PARTIAL	
Guy M. Beaty,Inc. 9209 Forsyth Park Drive Charlotte, NC 28273	No - Mecklenburg	NO		NO	YES		$209,385.00	2/9/2017	✓ 3/31/2017	PARTIAL	
Hoffman & Hoffman 3816 Patterson Street Greensboro, NC 27407	No-Guilford	NO		NO	YES		$92,913.35	2/28/2017	1/18/2017	PARTIAL	
Knight & Wilson, Inc 1240 Williams, Memphis TN 38104	No-Shelby	YES	10/27/2016	NO	YES		$749,520.00	2/13/2017	✓ 3/31/2017	PARTIAL	
Limehouse and Sons 9550 Highway 78 Ladson, SC 29456	No - Berkeley	NO		NO	YES		$12,444.75	10/19/2016	11/30/2016	PARTIAL	
Penhall Company 3170 Stanton Court North Charleston, SC 29418	Yes - CHS	NO		NO	YES		$29,295.50	2/24/2017	11/30/2016	PARTIAL	
Trane 4951 Rivers Avenue North Charleston, SC 29406	Yes - CHS	NO		NO	YES		$48,324.75	1/11/2017	1/31/2017	PARTIAL	

R-20188

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty Construction

Exhibit F1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned, Knight and Wilson, Inc. (Name of Subcontractor/Vendor) ("Subcontractor"), pursuant to a contract or agreement with: Balfour Beatty Construction, LLC ("BBC"), a subcontractor to BBC or a sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as: Hotel at Marion Square (Name or Description of Project) ("Project") which is located at 404 King Street, Charleston, SC 29403 (Street Address) in the City of Charleston, and County of Charleston, and is owned by Library Associates, LLC. (Name of Owner) ("Owner").

Upon receipt by Subcontractor of a check in the sum of $ 95,250.00 (Amount to be paid to Subcontractor/Vendor) the sufficiency of which is hereby acknowledged and confessed, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective pursuant to which the Subcontractor hereby (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and all bonds and bond rights for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through 3/31/17 (Insert date through which release is given) (the "Release Period"), and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact costs and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

None

(Describe here or set out in an Attachment "A" which must be identified here and attached, all extras not included in the Release. Failure to describe any extras so excluded shall be a waiver and release of any right to payment for such work.)

Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subcontractor further affirms, represents and warrants that, except as noted above (1) Subcontractor has no lien or claim of lien, either actual or potential, bond right or claim, or contractual right or claim for payment with respect to any Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date, (2) all persons and entities that have performed or rendered labor or services, or supplied or furnished materials, equipment, furniture and furnishings, to Subcontractor in connection with the Work have been paid in full or upon receipt of the payment described above will be paid in full all undisputed amounts, and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

Subcontractor acknowledges, affirms, represents and warrants that it has fully reviewed the terms and conditions of this waiver, that it is fully informed with respect to the legal effect of this waiver, and that it accepts the terms and conditions of waiver in return for the payment recited above.

Given under hand and seal this 13th day of March 20 17

Knight and Wilson, Inc.
(Name of Subcontractor/Vendor)

Signature

By: Jack Knight - President
(Print or Type the Signers Name and Title)

STATE OF Tennessee

COUNTY OF Shelby

The foregoing instrument was signed, sealed and acknowledged before me on 13th day of March 20 17, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed:
Notary Public

My Commission expires: 12/15/2018

CINDY B. SMITH
STATE OF TENNESSEE
NOTARY PUBLIC
SHELBY COUNTY

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty Construction

Exhibit F1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned, _____
(Name of Subcontractor/Vendor)
("Subcontractor"), pursuant to a contract or agreement with:
Balfour Beatty Construction, LLC ,("BBC"), a subcontractor to BBC or a sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as:
Hotel at Manon Square ("Project")
(Name or Description of Project)
which is located at 404 King Street. Charleston, SC 29403
Street Address
in the City of Charleston , and County of Charleston , and is owned by
Library Associates, LLC. ("Owner").
(Name of Owner)

Upon receipt by Subcontractor of a check in the sum of $ 151,222.50 the sufficiency of which is hereby acknowledged and confessed,
(Amount to be paid to Subcontractor/Vendor)
and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective pursuant to which the Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and all bonds and bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through: 3/31/17
(Insert date through which release is given)
(the "Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact costs and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

None

(Describe here or set out in an Attachment "A" which must be identified here and attached, all extras not included in the Release. Failure to describe any extras as excluded shall be a waiver and release of any right to payment for such work.)

Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subcontractor further affirms, represents and warrants that, except as noted above: (1) Subcontractor has no lien or claim of lien, either actual or potential, bond right or claim, or contractual right or claim for payment with respect to any Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date; (2) all persons and entities that have performed or rendered labor or services, or supplied or furnished materials, equipment, furniture and furnishings, to Subcontractor in connection with the Work have been paid in full, or upon receipt of the payment described above will be paid in full, all undisputed amounts, and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

Subcontractor acknowledges, affirms, represents and warrants that it has fully reviewed the terms and conditions of this waiver, that it is fully informed with respect to the legal effect of this waiver, and that it accepts the terms and conditions of waiver in return for the payment recited above.

Given under hand and seal this 13th day of March 20 17.

Guy M Beaty Inc.
(Name of Subcontractor/Vendor)

By: _____
signature
ISAAC HUFFSTETLER
(Print or Type the Signer's Name and Title)

STATE OF NC

COUNTY OF Mecklenburg

The foregoing instrument was signed, sealed and acknowledged before me this 13th day of March 20 17, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: _____
Notary Public

My Commission expires: 5/4/2018

LIEN KIM TRONG (Notarial)
Notary Public
Mecklenburg County
NORTH CAROLINA

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty Construction

Exhibit F1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned, AAA Firestop, Inc. (Subcontractor/Vendor) ("Subcontractor"), pursuant to a contract or agreement with: Balfour Beatty Construction, LLC ("BBC"), a subcontractor to BBC or a sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as:

Hotel at Marion Square (Name or Description of Project) ("Project")

which is located at 404 King Street, Charleston, SC 29403 (Street Address)

in the City of Charleston, and County of Charleston, and is owned by Library Associates, LLC. (Name of Owner) ("Owner").

Upon receipt by Subcontractor of a check in the sum of $ 4,216.50 (Amount to be paid to Subcontractor/Vendor) the sufficiency of which is hereby acknowledged and confessed, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective pursuant to which the Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and all bonds and bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor with respect to the Project through: 3/15/2017 (Insert date through which release is given) (the "Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period, including any claims for extended or additional job costs and overhead, lost profits, impact costs and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

None

(Describe here or set out in an Attachment "A" which must be identified here and attached, all extras not included in the Release. Failure to describe any extras as excluded shall be a waiver and release of any right to payment for such work.)

Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subcontractor further affirms, represents and warrants that, except as noted above: (1) Subcontractor has no lien or claim of lien, either actual or potential, bond right or claim, or contractual right or claim for payment with respect to any Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date; and, (2) all persons and entities that have performed or rendered labor or services, or supplied or furnished materials, equipment, furniture and furnishings, to Subcontractor in connection with the Work have been paid in full, or upon receipt of the payment described above will be paid in full, all undisputed amounts, and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

Subcontractor acknowledges, affirms, represents and warrants that it has fully reviewed the terms and conditions of this waiver, that it is fully informed with respect to the legal effect of this waiver, and that it accepts the terms and conditions of waiver in return for the payment recited above.

Given under hand and seal this 20 day of March 20 17.

AAA Firestop, Inc. (Name of Subcontractor/Vendor)

By: (signature)

Patrick Dunn / President (Print or Type the Signers Name and Title)

STATE OF South Carolina

COUNTY OF Berkeley

The foregoing instrument was signed, sealed and acknowledged before me this 20 day of March 20 17, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: Notary Public

My Commission expires: 10/04/2017

ERIK S. LEBKICHER NOTARY PUBLIC SOUTH CAROLINA OCTOBER 04, 2017

☒☒Named Insured: Ferguson Enterprises, I

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 03/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER Willis of Pennsylvania 100 Matsonford Road Building Five, Suite 200 Radnor, PA 19087-4583	CONTACT NAME: PHONE (A/C, NO, EXT): 610-964-8700 FAX (A/C, NO): 610-254-5600 E-MAIL ADDRESS: certificates@willis.com PRODUCER CUSTOMER ID #: 031419
INSURED Ferguson Enterprises, Inc. and Subsidiaries (See Attached Named Insured Schedule) 12500 Jefferson Avenue Newport News, VA 23602	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: AXA Insurance Company — 33022-001 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 25304046** **REVISION NUMBER: See Remarks**

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY (Attach Acord 101, Additional Remarks Schedule, if more space is required)
Re: 1610 West Lucas st., Florence, SC 29504.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	X PROPERTY — DEDUCTIBLES	PRS00229216	6/1/2016	5/1/2017	BUILDING	$
	CAUSES OF LOSS				PERSONAL PROPERTY	$
	BASIC — BUILDING				BUSINESS INCOME	$
	BROAD — CONTENTS				EXTRA EXPENSE	$
	X SPECIAL				RENTAL VALUE	$
	X EARTHQUAKE				BLANKET BUILDING	$
	WIND				BLANKET PERS PROP	$
	X FLOOD				X BLANKET BLDG & PP	$ 10,000,000.
					X Ded	$ 150,000.
						$
	INLAND MARINE — TYPE OF POLICY					$
	CAUSES OF LOSS					$
	NAMED PERILS — POLICY NUMBER					$
						$
	CRIME — TYPE OF POLICY					$
						$
						$
	BOILER & MACHINERY/ EQUIPMENT BREAKDOWN					$
						$
						$
						$
						$
						$

SPECIAL CONDITIONS/OTHER COVERAGES (Acord 101, Additional Remarks Schedule, may be attached if more space is required)
THIS VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 3/24/2017 WITK ID: 25304035

Certificate Holder and Owners are named as Loss Payees regarding Property of others stored at the above location and during the transport to the Project referenced above.

CERTIFICATE HOLDER

Balfour Beatty Construction, LLC
P.O. Box 199515
Dallas, TX 75219

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Linda D. Buckle

© 1995-2015 ACORD CORPORATION. All rights reserved.

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Willis

Ferguson Enterprises, Inc. and Subsidiaries.
List of Named Insureds

Air Cold Supply
Air Cold Supply/Webb Distributors
Alamo Pipe & Supply
Alaska Pipe & Supply
Andrews Lighting Gallery, Inc. (dba Andrews Lighting & Hardware Gallery)
Arkansas Supply, Inc.
Ar-Jay Building Products, Inc. (dba The Ar-Jay Center)
Atlantic American Fire Equipment Company
Arkansas Supply
The Bath + Beyond
Bruce-Rogers Company
Build.com, Inc.
Builders Appliance Center, LLC
CAL-STEAM, a Wolseley Company
Camellia Valley Supply
Castle Supply Company, Inc.
CastleNorth
Central Pipe & Supply
CFP
Chadwick
City Lights Design Showroom
Clawfoot Supply, LLC
Clayton Group, Inc.
Clayton International, LLC
Cline Contract Sales
Colgan Cabinets
Colgan Distributors
Crow Company
Custom Lighting Incorporated
Custom Hardware and Accessories, Inc.
D & C Plumbing & Heating Supply
Davis & Warshow, Inc.
Davidson Electric Wholesale Supply
The Davidson Corporation, a Delaware Corporation
The Davidson Group Companies, Inc
Davidson Group Leasing
Davidson Pipe Company Inc., a New York Corporation
Davidson Pipe Supply Company, Inc.
Davies Water
Dealernet, LLC dba Dealernet
Decorative Product Source, Inc.
E & J Plumbing & Heating Supply Co.
Economy Plumbing and Heating Supply Co.
Endries International, Inc.
Energy & Process Corporation
Equarius, Inc. dba Equarius Waterworks, Meter & Automation Group
Factory Direct Appliance
Ferguson Bath Kitchen and Lighting Gallery
Ferguson Enterprises IV, Inc.
Ferguson Enterprises of Montana, Inc.
Ferguson Enterprises of Virginia, Inc.
Ferguson Enterprises V, Inc.
Ferguson Enterprises, Inc.
Ferguson Enterprises, Inc. dba WPCC Forwarding
Ferguson Enterprises, Inc. A Corp of Virginia
Ferguson Enterprises NY – Metro, Inc.
Ferguson Fire & Fabrication, Inc.
Ferguson Fire & Fabrication, Inc. (fka Action Fire Fab & Supply, Inc.)
Ferguson Fire & Fabrication, Inc. (fka Sierra Craft, Inc.)
Ferguson Full Service Supply
Ferguson Heating & Cooling
Ferguson Holdings, Inc.
Ferguson Hospitality Sales
Ferguson Industrial Plastics and Pump Division
Ferguson Integrated Systems Division, Inc.
Ferguson Intermountain Piping
Ferguson International
Ferguson Process Services
Ferguson Valve & Automation
Ferguson Waterworks
Ferguson Waterworks - Midwest Pipe
Ferguson Waterworks - Municipal Pipe
Ferguson Waterworks - Red Hed
Ferguson Waterworks EPPCO
Ferguson Waterworks International
Frischkorn, Inc.
Gabriel Scientific & Machine, LLC
Galloria Bath & Kitchen Showplace
Gilmour Supply Company, Inc.
Global HVAC Distributors, Inc.
Ferguson Enterprises, Inc. dba Groeniger

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Willis

Ferguson Enterprises, Inc. and Subsidiaries.
List of Named Insureds

& Company
Gulf Refrigeration Supply
High Country Plumbing Supply
Home Equipment Company, Inc.
HP Products Corporation
HP Logistics, Inc.
Indiana Plumbing Supply Co., Inc.
Industrial Hub of the Carolinas
J&G Products
J.D. Daddario Company
Joseph G. Pollard Co., Inc.
Kandall Fabricating
Karl's Appliances, A Ferguson Enterprise
Lane Piping Co.
Lawrence Plumbing Supply Co.
Lincoln Products
Linwood Pipe and Supply
Living Direct, Inc.
Louisiana Utilities Supply Company
Louisiana Chemical Pipe, Valve & Fitting, Inc. dba Wolseley Industrial Group
LUSCO
Lyon Conklin & Co., Inc.
Mastercraft Cabinets
Matera Paper Company, Inc.
McFarland Supply Co., Inc.
Michigan Meter Technology
Michigan Pipe &Valve-Flint, Inc.
Michigan Pipe &Valve-Lansing, Inc.
Monotube Pile Corporation
Northern Water Works Supply, Inc.
Onda-Lay Pipe and Rental, Inc.
Page's Appliances
Palermo Supply
Park Supply
PCS Industries d/b/a HP Products Corp.
Pipe Products
Plumbing Décor
Plumb Source
Powell Pipe & Supply Company
Power Equipment Direct Inc.
P.V. Sullivan Supply Co., Inc.
R Supply Company
Ramapo Wholesalers
Record Supply Company
Redlon & Johnson
Reese Kitchen, Bath & Lighting Gallery
RenWes Sales
S.G. Supply Company

S.G. Supply Company dba SG Supply Co., a Ferguson Enterprise
Sierra Craft, Inc.
Signature Hardware
Ship-Pac, Inc. d/b/a HP Products Corp.
SOS Sales
Specialty Pipe & Tube, Inc.
Specialty Pipe & Tube of Texas, Inc.
Stock Loan Services LLC
Summer & Dunbar
Supply North Central Group
Tarpon Wholesale Supplies
T & A Valve Industries, Inc.
The Parnell-Martin Companies LLC
The Plumbers Warehouse
The Plumbing Source Inc.
The Stock Market
Tubeco Fabrication, Inc.
Underground Pipe & Valve Inc.
United Automatic
Water Works Supplies
Webb Distributors
Western Air Systems and Controls, Inc.
Westfield Lighting
WIA of California, Inc.
Wolseley Industrial Group
Wolseley Industrial Plastics
Wolseley Investments Acquisitions, Inc.
Wolseley Investments, Inc.
Wolseley NA Construction Services, LLC
Wolseley North America, Inc.
Wolseley North American Consulting, LLC
Wolseley North American Services, Inc.
WPCC Forwarding

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Exhibit B

MCC PCO #	RFI #	ASI/MOD #	DESCRIPTION	DATE PROPOSED	REVISED DATE	AMOUNT QUOTED	Directive to Proceed (Y/N)
1		MOD #01	Glazing Equipment Change	9/24/2015		$-	N
2			Expanded Guest Suites	9/24/2015		($23,067.00)	N
3			Relocate Dewatering Away From Tower Pad	10/20/2015		$720.00	Y
4		MOD #01	MOD #1 Under Ground Piping	10/28/2015	12/4/2015	$59,628.00	Y
5			Stainless Steel UG Hangers	11/19/2015		$98,306.90	N
6			MOD #1, 2, 3 Drawing Revisions				Y
7		MOD #03	Square Solid Interceptor Substitutes				Y
8			King Suite Model Room Lavatory Faucet				
9		MOD #03	Pipe in Foyer Ceiling				Y
10			Chilled Water Schematics				
11			Condensate Line for VFCU				Y
12		MOD #04	Spa Retail & Retail Entry Changes				Y
13			Plumbing BIM Design Assist MOD 1, 2, 3	2/2/2016		$49,102.78	Y
14			SI # 23 Mechanical Platform Equipment & Piping			$66,131.51	Y
15			Construct Wood Structure over Elec. Panel at crane pad	2/10/2015		$1,354.13	Y
16	283	MOD #03	Waste Pipe in Upper Crust 115B Ceiling				Y
17	313		1st Floor Upper Crust Slot Diffuser			NO COST	Y
19			Gas Branch Line Deduct	2/26/2016		($15,721.52)	N
20			MOD 4 Drawing Revisions	4/27/2016			Y
21			HFCU custom fan color	3/18/2016		$6,929.00	
22			HVAC BIM Design Assist	4/15/2016		$12,283.15	Y
23.1			Chiller Sound Attenuation Phase 1	4/21/2016		$61,752.72	
23.2			Chiller Sound Attenuation Phase 2	4/21/2016		$200,568.65	
24			Dewatering Skid Steer Rental for UG	4/29/2016			Y
25			Mock Up Fixtures	6/3/2016		$9,722.10	Y
26			BIM Design Assist May			$1,380.00	Y
27		See PCO 037	2nd Flr West Side Survey Error				Y
28		See PCO 032	2nd Flr East Side Survey Error				Y
29			Exterior Chilled Water Pipe Support	6/2/2016		$16,069.56	
30			Supplemental Instruction #26	5/27/2016		$95,527.28	

R - 20196

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

31		N/C	Supplemental Instruction #27			NO COST	
32			Trimble Tool Damaged Lost Crew Time	5/13/2016		$2,367.76	Y
33			Storm Water Back Water Valve P402A	6/6/2016		$7,989.10	
34		Favor to BBC	Mock Up Building HVAC Service				
35			Overtime 3 East Layout and Sleeve Installation	6/9/2016	12/15/2016	$2,478.19	Y
36			MOD 5 Drawings	7/15/2016		$308,772.27	Y
37			2 West Control Point Delay	6/13/2016		$6,555.18	Y
38			Aluminum Folding Exterior NanaWall				
39			BMCC Assist K&W Level 4 West	6/27/2016		$3,271.91	
40			Interior Mock Up Duct Changes	6/27/2016		$952.20	Y
41		See MOD 6	SI # 30			$-	Y
42			Testing Sub Level Piping			$-	
43			Correspondence 00067 MOD 6 Drawings	11/18/2016		$35,188.41	Y
44			ROM Storm Pump Sub-Level	8/11/2016		$43,789.25	
45			August BIM	8/17/2016		$14,352.83	Y
46			Expedited BIM Modeling Requested by BBC	8/25/2016		$3,542.00	Y
47			RFI 0451 Added manifold valves guestrooms				
48			New Fixture Selections Rvsd per owner meeting 11-8-16	11/18/2016		$151,427.37	
49			Domestic Storage Tanks RFI	11/28/2016		$3,052.15	Y
50			Guestroom Automated Controls	9/26/2016		$845,241.00	
51			Added Condensate Pumps RFI 155				Y
52			MOD 7				Y
53			BMCC RFI 0153 DHWR Offsets				
54			Correspondence 00072 9-21-16 Schedule Update			$35,781.68	Y
55			Pool Deck Slab Increase			N/C	
56			Supplemental Instrcuction # 32	11/28/2016		$61,631.65	
57			BBC RFI 0730 Elevator Equipment Room 800M				
58			Pool Deck Drain Slope Sketches 9th Floor			N/C	
59			Damaged Duct Sub-Level ONSM	11/28/2016		$1,953.00	
60			Re-Set AHU 1&2 AHUs set out of scheuling seq. BBC	11/28/2016			Y
61			Roof Top Bar New CAD Floor Plan Layout			$	
62			RFI 0765 1st Flr Duct Changes due to Shear Wall			$	
63			Correspondence 000076 11-16-16 Schedule Update			$	
64			Trane to AAON MUAH 1-2 w/ Associate Seismic Rails	12/8/2016		$43,059.66	

R - 20197

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

** Note those PCO's highlighted in YELLOW have been approved through BBC to pay**

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request # 12
Work Performed Through: 03/31/17

Subcontractor's Name: Palmetto Automatic Sprinkler Company, Inc.
Subcontractor's Address: 1862 Old Dunbar Rd.
West Columbia, SC 29172

Phone Number: 803-794-1602
Fax Number:

Project Name: Hotel at Marion Square Job No: 13026400 Date: 03/20/17
Owner: Library Associates, LLC

Description of Work: Fire Protection

Original Contract Amount	$464,920.00	
Change Order Total	-$1,956.12	
Through C/O #: 1		
Total Revised Contract	$462,963.88	
Previous Work Performed to Date(SSR)	$363,630.50	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$26,731.00	
New Work Performed to Date	$390,361.50	
Less 10 % Retainage	$39,036.15	
Amount Earned to Date	$351,325.35	
Less Previous Net Billings	$327,267.45	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$24,057.90	

Subcontract [X] Purchase Order [ ]
Other Contract Type:
Unit Price [ ] Lump Sum [X]
Bonded [ ] Unbonded [X]
Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	Finaled	
Insurance Expiration Date	10/01/17	
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site If yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

Owner Billing Number: 12
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #:

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
50540	1348477	13026400	525443

Date	Invoice #	Description
03/31/17	13026400 - 12	13026400 . PE# 12 . 17.03

Gross Amount	Retainage Amt	Net Amount
$26,731.00	$1,336.55	$24,057.90

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400.51550000.40	NO

Hall Codes: 02- OWNER FUNDING Lower Tier Waivers
PM APP
NEED 2nd Page of Continuation Sheet

Approvals:
PM / Date
CA 03/21/17
PA / Date
APA / Date

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF TWO PAGES

TO PRIME CONTRACTOR:
Balfour Beatty Construction
1930 Camden Rd, Charlotte, NC 28203

PROJECT:
Hotel at Marion Square

APPLICATION NO: 12

PERIOD TO: 3/31/17

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [ ] CONTRACTOR
- [ ] SUBCONTRACTOR
- [ ]

FROM SUBCONTRACTOR:
Palmetto Automatic Sprinkler Co., Inc
PO Box 2927
West Columbia, SC 29171

VIA ARCHITECT:

PROJECT NOS: 13026000
615008

CONTRACT FOR: FIRE PROTECTION

CONTRACT DATE: 3/11/15

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		$ 464,920.00
2. Net change by Change Orders		$ -1,956.12
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 462,963.88
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 390,361.50
5. RETAINAGE:		
a. ___% of Completed Work (Column D + E on G703)	$ 39,036.15	
b. ___% of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 39,036.15
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 351,325.35
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 327,267.45
8. CURRENT PAYMENT DUE		$ 24,057.90
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 111,638.53

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Subcontractor'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 Contractor, and that current payment shown herein is now due.

SUBCONTRACTOR:

By: Mark Carey Date: 3/30/17

State of: South Carolina County of: Lexington
Subscribed and sworn to before me this day of March 2017
Notary Public: Michelle Mullis
My Commission expires: 2/13/25

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Contractor certifies to the Owner that to the best of the Contractor'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 Subcontractor 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.)

CONTRACTOR:

By: _____ Date: _____

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

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

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

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

Hotel at Marion Square

APPLICATION NO: 12
APPLICATION DATE: 3/20/17
PERIOD TO: 3/31/17
13026000
615008

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
1	Design	$32,545.00	$30,103.50	$0.00		$30,103.50	92.50%	$2,441.50	$3,010.35
2	Mobilization	$13,950.00	$13,950.00	$0.00		$13,950.00	100.00%		$1,395.00
3	Site Work	$2,500.00	$2,500.00	$0.00		$2,500.00	100.00%		$250.00
4	Fire Pump	$55,270.00	$38,688.12	$13,817.00		$52,505.12	95.00%	$2,764.88	$5,250.51
5	Standpipes	$33,960.00	$16,980.00	$0.00		$16,980.00	50.00%	$16,980.00	$1,698.00
6	Parking Floor Material	$21,792.00	$19,612.00	$2,180.00		$21,792.00	100.00%		$2,179.20
7	Parking Floor Labor	$12,807.00	$11,526.00	$0.00		$11,526.00	90.00%	$1,281.00	$1,152.60
8	Parking Floor Test & Trim	$850.00						$850.00	$0.00
9	1st Floor Material	$30,509.00	$30,509.00	$0.00		$30,509.00	100.00%		$3,050.90
10	1st Floor Labor	$18,673.00	$16,804.00	$0.00		$16,804.00	89.99%	$1,869.00	$1,680.40
11	1st Floor Test & Trim	$1,050.00						$1,050.00	$0.00
12	2nd Floor Material	$37,244.00	$37,244.00	$0.00		$37,244.00	100.00%		$3,724.40
13	2nd Floor Labor	$23,468.00	$21,122.00	$0.00		$21,122.00	90.00%	$2,346.00	$2,112.20
14	2nd Floor Test & Trim	$1,200.00						$1,200.00	$0.00
15	3rd Floor Material	$18,809.00	$18,809.00	$0.00		$18,809.00	100.00%		$1,880.90
16	3rd Floor Labor	$12,653.00	$12,020.00	$0.00		$12,020.00	95.00%	$633.00	$1,202.00
17	3rd Floor Test & Trim	$1,000.00						$1,000.00	$0.00
18	4th Floor Material	$18,809.00	$18,809.00	$0.00		$18,809.00	100.00%		$1,880.90
19	4th Floor Labor	$12,653.00	$9,489.00	$0.00		$9,489.00	74.99%	$3,164.00	$948.90
20	4th Floor Test & Trim	$1,000.00						$1,000.00	$0.00
21	5th Floor Material	$18,918.00	$17,026.00	$0.00		$17,026.00	90.00%	$1,892.00	$1,702.60
22	5th Floor Labor	$12,726.00	$6,363.00	$0.00		$6,363.00	50.00%	$6,363.00	$636.30
23	5th Floor Test & Trim	$1,000.00						$1,000.00	$0.00
24	6th Floor Material	$13,091.00	$11,782.00	$0.00		$11,782.00	90.00%	$1,309.00	$1,178.20
25	6th Floor Labor	$8,987.00	$1,797.00	$2,697.00		$4,494.00	50.01%	$4,493.00	$449.40
26	6th Floor Test & Trim	$750.00						$750.00	$0.00
27	7th Floor Material	$12,764.00	$11,487.00	$0.00		$11,487.00	90.00%	$1,277.00	$1,148.70
28	7th Floor Labor	$8,768.00		$4,384.00		$4,384.00	50.00%	$4,384.00	$438.40

R - 20201

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

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

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

Hotel at Marion Square

APPLICATION NO: 12
APPLICATION DATE: 3/20/17
PERIOD TO: 3/31/17
13026000
615008

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
29	7th Floor Test & Trim	$750.00						$750.00	$0.00
30	8th Floor Material	$13,309.00	$11,978.00	$0.00		$11,978.00	90.00%	$1,331.00	$1,197.80
31	8th Floor Labor	$9,133.00		$3,653.00		$3,653.00	40.00%	$5,480.00	$365.30
32	8th Floor Test & Trim	$750.00						$750.00	$0.00
33	Roof Terrace Material	$7,764.00	$6,988.00	$0.00		$6,988.00	90.01%	$776.00	$698.80
34	Roof Terrace Labor	$4,968.00						$4,968.00	$0.00
35	Roof Terrace Test & Trim	$500.00						$500.00	$0.00
36	Change Order #1	($1,956.12)	($1,956.12)	$0.00		($1,956.12)	100.00%		($195.61)
	GRAND TOTALS	$462,963.88	$363,630.50	$26,731.00		$390,361.50	84.32%	$72,602.38	$39,036.15

AIA DOCUMENT G703 CONTINUATION SHEET FOR G702 1992 EDITION AIA © 1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5292

R - 2022

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That Palmetto Automatic Sprinkler Company, Inc (the "Lienor") for and in consideration of the payment of the sum of $ 24057.90 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 31 day of March, 2017, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 20 day of March, 2017.

Signed, sealed and delivered
in the presence of:

Andrea Seigler
Signature
Andrea Seigler
Print Name

Palmetto Automatic Sprinkler Company, inc
a SC corporation

Mark Corey
Signature
Mark Corey, Controller
Print Name & Title

STATE OF South Carolina

COUNTY OF Lexington

The foregoing instrument was acknowledged before me this 20 day of March, 2017, by Mark Corey, Controller of PASCO, a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Michelle Murphy
NOTARY PUBLIC, STATE OF South Carolina

My Commission Expires: 12/3/24

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	3/20/2017

PRIME SUB'S NAME	PALMETTO AUTOMATIC SPRINKLER COMPANY, INC
Attachment for Pay Req #:	12
for Month Ending:	3/31/2017

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)		Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: *(as need on releases)*	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
SAMPLE TIER *123 Example Dr.* *Somewhere, NC 27607* *919-834-1234*	*yes - PIT*	*NO*	*N/A*		*YES*	*NO*	*$12,123.00*	*4/27/2010*	*3/31/2010*	*PARTIAL*	*FINAL*	*thru March 2010*
Ferguson Enterprises, PO Box 100286, Atlanta, GA 30384-0286	no	no			YES	NO	55834.18	2/27/17		PARTIAL	FINAL	
HD Supply Waterworks, 501 W. Church St, Orlando, FL 32805					YES	NO	29443.75	2/24/17		PARTIAL	FINAL	
Shae Enterprises, Inc PO Box 6174, Hickory, NC 28603					YES	NO	30210	11/29/16		PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

R - 20204

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request # 17
Work Performed Through: 03/31/17

S tractor's Name: Watson Electrical Construction, Inc.
Subcontractor's Address: 3215 Fortune Dr. Suite 109
Charleston SC 29418

Phone Number: 804-550-4881
Fax Number:

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 03/21/17
Owner: Library Associates, LLC

Description of Work:	Electrical	
Original Contract Amount	$3,963,792.00	
Change Order Total (Through C/O #: 2)	$223,444.60	
Total Revised Contract	$4,187,236.60	
Previous Work Performed to Date(SSR)	$2,927,714.47	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site		
Current Month Gross	$261,785.14	
New Work Performed to Date	$3,189,099.61	
Less 10 % Retainage	$318,909.96	
A t Earned to Date	$2,870,189.65	
Less Previous Net Billings	$2,634,973.02	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$235,216.63	

Subcontract [X] Purchase Order [ ]

Other Contract Type:

Unit Price [ ] Lump Sum [X]
Bonded [ ] Unbonded [X]

Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	Finaled	
Insurance Expiration Date	02/27/18	
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site If yes attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

Owner Billing Number: 14

Owner Payment Rec'd Date:

Payment Terms: Pay When Paid

Pay Select #:

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
50540	120128	13026400	535292

Date	Invoice #	Description
03/31/17	13026400 - 17	13026400 . PE# 17 . 17.03

Gross Amount	Retainage Amt	Net Amount
$261,785.14	$13,089.26	$235,216.63

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400 51600000.40	NO

Hold Codes: 02- OWNER FUNDING

PM Approval

Approvals:

PM / Date

CA 03/21/17
PA / Date

APA / Date

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Barnhar our Beatty

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO CONSTRUCTION MANAGER:
Balfour Beatty Construction
1930 Camden Rd. Suite 280
Charlotte, NC 28210

FROM CONTRACTOR:
Watson Electrical
3215 Fortune Drive
North Charleston, SC 29418

CONTRACT FOR: CONSTRUCTION

PROJECT: **HOTEL AT MARION SQUARE**
Job #21045

VIA ARCHITECT:

APPLICATION NO: **17**

PERIOD TO: **3/31/2017**

PROJECT NO: **#13026000**

Distribution to:
[X] OWNER
[ ] ARCHITECT
[ ] INSPECTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	3,963,792.00
2. Net change by Change Orders	$	223,444.60
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	4,187,236.60
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	3,189,099.61
5. RETAINAGE:	$	318,909.96
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	2,870,189.65
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	2,634,943.02
8. CURRENT PAYMENT DUE	$	235,246.63
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	1,317,046.95

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$122,759.38	$0.00
Total approved this Month	$0.00 $132,650.83	($31,965.61)
TOTALS	$255,410.21	($31,965.61)
NET CHANGES by Change Order	$223,444.60	

The undersigned Construction Manager (CM) certifies that to the best of the CM 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 CM 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

SUBCONTRACTOR

By: _____ Date: 3/17/2017

CONTRACTOR

By: _____ Date: _____

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect advises the Owner that to the Architect's knowledge, information and belief the Work has progressed as indicated, the Work is in general accordance with the Contract Documents, and the Contractors are entitled to payment of the AMOUNT REQUESTED.

AMOUNT REQUESTED . . . . . $ 235,246.63

(Attach explanation if amount requested differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount requested.)
ARCHITECT.

By: _____ Date: _____

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

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT 1992 EDITION - AIA - ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.
AIA DOCUMENT G703 - CONTINUATION SHEET FOR G702 1992 EDITION - AIA ©1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5292

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 14
APPLICATION DATE: 12/15/16
PERIOD TO: 12/31/16

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	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 10%
1	MOBILIZATION	20,000.00		20,000.00	20,000.00	-	-	20,000.00	100.00%	-	2,000.00
2	SUBMITTALS	15,000.00		15,000.00	15,000.00	-	-	15,000.00	100.00%	-	1,500.00
3	SAFETY	10,000.00		10,000.00	5,250.00	250.00	-	5,500.00	55.00%	4,500.00	550.00
4	PROGRESS MEETINGS	12,000.00		12,000.00	7,850.00	250.00	-	8,100.00	67.50%	3,900.00	810.00
5	PUNCHLIST-2%	80,000.00		80,000.00			-	-	0.00%	80,000.00	-
6	AS-BUILTS	5,000.00		5,000.00			-	-	0.00%	5,000.00	-
7	PERMIT AND BUSINESS LICENSE	15,000.00		15,000.00	15,000.00	-	-	15,000.00	100.00%	-	1,500.00
8				-			-	-		-	-
9				-			-	-		-	-
10	LIGHT FIXTURE & CONTROL PACKG	1,180,000.00		1,180,000.00	994,087.00	-	-	994,087.00	84.24%	185,913.00	99,408.70
11	SEISMIC	16,500.00		16,500.00	16,500.00	-	-	16,500.00	100.00%	-	1,650.00
12	DISTRIBUTION PACKAGE	325,862.00		325,862.00	325,862.00	-	-	325,862.00	100.00%	-	32,586.20
13	EMERGENCY GENERATOR	82,950.00		82,950.00	82,950.00	-	-	82,950.00	100.00%	-	8,295.00
14	TEMP CONSTRUCTION SERVICE-Material	34,800.00		34,800.00	34,800.00	-	-	34,800.00	100.00%	-	3,480.00
15	TEMP CONSTRUCTION SERVICE-Labor	36,000.00		36,000.00	36,000.00	-	-	36,000.00	100.00%	-	3,600.00
16	FIRE ALARM	210,000.00		210,000.00	71,000.00	48,000.00	-	119,000.00	56.67%	91,000.00	11,900.00
17	LIGHTNING PROTECTION	50,000.00		50,000.00	5,000.00	-	-	5,000.00	10.00%	45,000.00	500.00
18				-			-	-		-	-
19				-			-	-		-	-
20	SITE			-			-	-		-	-
21	PRIMARY DUCT BANK-Material	22,000.00		22,000.00	22,000.00	-	-	22,000.00	100.00%	-	2,200.00
22	PRIMARY DUCT BANK-Labor	15,350.00		15,350.00	15,350.00	-	-	15,350.00	100.00%	-	1,535.00
23	SECONDARY DUCT BANK-Material	16,700.00		16,700.00	16,700.00	-	-	16,700.00	100.00%	-	1,670.00
24	SECONDARY DUCT BANK-Labor	13,250.00		13,250.00	13,250.00	-	-	13,250.00	100.00%	-	1,325.00
25	SECONDARY FEEDERS-Material	24,000.00		24,000.00	24,000.00	-	-	24,000.00	100.00%	-	2,400.00
26	SECONDARY FEEDERS-Labor	13,250.00		13,250.00	13,250.00	-	-	13,250.00	100.00%	-	1,325.00
27	SITE EQUIPMENT PADS-Material	15,000.00		15,000.00	15,000.00	-	-	15,000.00	100.00%	-	1,500.00
28	SITE EQUIPMENT PADS-Labor	8,300.00		8,300.00	8,300.00	-	-	8,300.00	100.00%	-	830.00
29	SITE POWER & LIGHTING-Material	17,500.00		17,500.00	15,425.00	-	-	15,425.00	88.14%	2,075.00	1,542.50
30	SITE POWER & LIGHTING-Labor	12,800.00		12,800.00	11,500.00	-	-	11,500.00	89.84%	1,300.00	1,150.00
31	SUBLEVEL			-			-	-		-	-
32	CONDUIT ROUGH IN-Material	27,500.00		27,500.00	25,600.00	-	-	25,600.00	93.09%	1,900.00	2,560.00
33	CONDUIT ROUGH IN-Labor	24,600.00		24,600.00	22,900.00		-	22,900.00	93.09%	1,700.00	2,290.00
34	WIRE INSTALL-Material	10,500.00		10,500.00	8,500.00	-	-	8,500.00	80.95%	2,000.00	850.00
35	WIRE INSTALL-Labor	15,500.00		15,500.00	12,500.00	-	-	12,500.00	80.65%	3,000.00	1,250.00

R - 20207

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO: 14
APPLICATION DATE. 12/15/16
PERIOD TO. 12/31/16

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	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 10%
36	LIGHITNG INSTALL-Material	1,560 00		1,560.00			-	-	0.00%	1,560.00	-
37	LIGHITNG INSTALL-Labor	12,600.00		12,600.00			-	-	0.00%	12,600.00	-
38	DISTRIBUTION EQUIP INSTALL-Material	4,500.00		4,500.00	4,500.00	-	-	4,500.00	100 00%	-	450.00
39	DISTRIBUTION EQUIP INSTALL-Labor	6,800.00		6,800 00	6,800.00	-	-	6,800.00	100.00%	-	680 00
40	FINISH DEVICES-Material	2,650.00		2,650.00			-	-	0.00%	2,650.00	-
41	FINISH DEVICES-Labor	3,340.00		3,340.00			-	-	0.00%	3,340 00	-
42	DISTRIBUTION CONDUITS-Material	56,500.00		56,500.00	56,500 00		-	56,500 00	100.00%	-	5,650.00
43	DISTRIBUTION CONDUITS-Labor	51,000.00		51,000.00	51,000 00		-	51,000.00	100.00%	-	5,100.00
44	FEEDER WIRE-Material	38,800.00		38,800.00	38,800.00	-	-	38,800.00	100 00%	-	3,880 00
45	FEEDER WIRE-Labor	31,600.00		31,600.00	31,600.00	-	-	31,600.00	100.00%	-	3,160 00
46	BUSDUCT INSTALL-Material	6,500.00		6,500 00	4,900.00	1,600.00	-	6,500.00	100.00%	-	650 00
47	BUSDUCT INSTALL-Labor	21,800.00		21,800 00	16,400.00	5,400.00	-	21,800 00	100.00%	-	2,180.00
48				-			-	-		-	-
49	1ST FLOOR			-			-	-		-	-
50	SLAB COUNDUIT ROUGH IN-Material	18,750.00		18,750.00	18,750.00	-	-	18,750.00	100.00%	-	1,875 00
51	SLAB COUNDUIT ROUGH IN-Labor	14,750.00		14,750.00	14,750.00	-	-	14,750.00	100 00%	-	1,475 00
52	WALL/CEILING COUNDUIT ROUGH IN-Material	28,900.00		28,900.00	24,750.00	-	-	24,750.00	85.64%	4,150.00	2,475.00
53	WALL/CEILING COUNDUIT ROUGH IN-Labor	35,000.00		35,000.00	30,000.00	-		30,000 00	85.71%	5,000.00	3,000.00
54	WIRE INSTALL-Material	11,000.00		11,000.00	9,350.00	-		9,350.00	85.00%	1,650.00	935.00
55	WIRE INSTALL-Labor	13,500.00		13,500.00	11,475.00	-		11,475.00	85.00%	2,025.00	1,147.50
56	FINISH DEVICES-Material	14,500.00		14,500.00				-	0 00%	14,500.00	-
57	FINISH DEVICES-Labor	6,500.00		6,500.00				-	0.00%	6,500.00	-
58	LIGHITNG INSTALL-Material	4,600.00		4,600.00	3,700.00	-		3,700.00	80.43%	900 00	370.00
59	LIGHITNG INSTALL-Labor	26,300.00		26,300.00	21,050.00	-		21,050.00	80.04%	5,250.00	2,105.00
60				-				-		-	-
61	2ND FLOOR			-				-		-	-
62	SLAB COUNDUIT ROUGH IN-Material	13,000.00		13,000.00	13,000.00	-		13,000.00	100.00%	-	1,300 00
63	SLAB COUNDUIT ROUGH IN-Labor	11,500.00		11,500.00	11,500.00	-		11,500.00	100 00%	-	1,150.00
64	WALL/CEILING COUNDUIT ROUGH IN-Material	24,000.00		24,000.00	20,500.00	1,750.00		22,250.00	92.71%	1,750.00	2,225.00
65	WALL/CEILING COUNDUIT ROUGH IN-Labor	32,800.00		32,800.00	28,100.00	2,340.00		30,440.00	92.80%	2,360.00	3,044.00
66	WIRE INSTALL-Material	8,900.00		8,900.00	7,200.00	1,700.00		8,900 00	100.00%	-	890.00
67	WIRE INSTALL-Labor	10,400.00		10,400.00	8,840.00	1,560.00		10,400.00	100.00%	-	1,040 00
68	FINISH DEVICES-Material	9,250.00		9,250.00				-	0.00%	9,250.00	-
69	FINISH DEVICES-Labor	6,500.00		6,500.00				-	0 00%	6,500.00	-
70	LIGHITNG INSTALL-Material	3,500.00		3,500.00	1,750.00	-		1,750.00	50 00%	1,750.00	175.00

R - 20208

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO: 14
APPLICATION DATE: 12/15/16
PERIOD TO: 12/31/16

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	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 10%
71	LIGHTING INSTALL-Labor	34,400.00		34,400.00	17,200.00	-		17,200.00	50.00%	17,200.00	1,720.00
72				-				-		-	-
73				-				-		-	-
74				-				-		-	-
75	3RD FLOOR			-				-		-	-
76	SLAB ROUGH IN-Material	3,700.00		3,700.00	3,700.00	-		3,700.00	100.00%	-	370.00
77	SLAB ROUGH IN-Labor	7,800.00		7,800.00	7,800.00	-		7,800.00	100.00%	-	780.00
78	GUESTROOM ROUGH IN-Material	50,850.00		50,850.00	48,350.00	-		48,350.00	95.08%	2,500.00	4,835.00
79	GUESTROOM ROUGH IN-Labor	99,500.00		99,500.00	94,540.00	-		94,540.00	95.02%	4,960.00	9,454.00
80	OVERHEAD/ ROUGH IN-Material	3,650.00		3,650.00	3,300.00	-		3,300.00	90.41%	350.00	330.00
81	OVERHEAD/ ROUGH IN-Labor	6,500.00		6,500.00	5,850.00	-		5,850.00	90.00%	650.00	585.00
82	WIRE INSTALL-Material	4,500.00		4,500.00	4,500.00	-		4,500.00	100.00%	-	450.00
83	WIRE INSTALL-Labor	6,800.00		6,800.00	6,800.00	-		6,800.00	100.00%	-	680.00
84	GUESTROOM FINISHES-Material	950.00		950.00				-	0.00%	950.00	-
85	GUESTROOM FINISHES-Labor	1,250.00		1,250.00				-	0.00%	1,250.00	-
86				-				-		-	-
87				-				-		-	-
88	4TH FLOOR			-				-		-	-
89	SLAB ROUGH IN-Material	3,700.00		3,700.00	3,700.00	-		3,700.00	100.00%	-	370.00
90	SLAB ROUGH IN-Labor	7,800.00		7,800.00	7,800.00	-		7,800.00	100.00%	-	780.00
91	GUESTROOM ROUGH IN-Material	49,850.00		49,850.00	32,500.00	-		32,500.00	65.20%	17,350.00	3,250.00
92	GUESTROOM ROUGH IN-Labor	99,600.00		99,600.00	64,750.00	-		64,750.00	65.01%	34,850.00	6,475.00
93	OVERHEAD/ ROUGH IN-Material	3,650.00		3,650.00	2,950.00	-		2,950.00	80.82%	700.00	295.00
94	OVERHEAD/ ROUGH IN-Labor	6,500.00		6,500.00	5,200.00	-		5,200.00	80.00%	1,300.00	520.00
95	WIRE INSTALL-Material	4,500.00		4,500.00	3,700.00	-		3,700.00	82.22%	800.00	370.00
96	WIRE INSTALL-Labor	6,800.00		6,800.00	5,600.00	-		5,600.00	82.35%	1,200.00	560.00
97	GUESTROOM FINISHES-Material	850.00		850.00				-	0.00%	850.00	-
98	GUESTROOM FINISHES-Labor	1,250.00		1,250.00				-	0.00%	1,250.00	-
99				-				-		-	-
100				-				-		-	-
101	5TH FLOOR			-				-		-	-
102	SLAB ROUGH IN-Material	3,400.00		3,400.00	3,400.00	-		3,400.00	100.00%	-	340.00
103	SLAB ROUGH IN-Labor	7,200.00		7,200.00	7,200.00	-		7,200.00	100.00%	-	720.00
104	GUESTROOM ROUGH IN-Material	49,550.00		49,550.00	22,500.00	20,000.00		42,500.00	85.77%	7,050.00	4,250.00
105	GUESTROOM ROUGH IN-Labor	98,650.00		98,650.00	23,000.00	61,000.00		84,000.00	85.15%	14,650.00	8,400.00

R - 20209

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Barnt our Beatty

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 14
APPLICATION DATE: 12/15/16
PERIOD TO: 12/31/16

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	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 10%
106	OVERHEAD/ ROUGH IN-Material	4,890.00		4,890.00		4,200.00		4,200.00	85.89%	690.00	420.00
107	OVERHEAD/ ROUGH IN-Labor	8,760.00		8,760.00		7,450.00		7,450.00	85.05%	1,310.00	745.00
108	WIRE INSTALL-Material	4,500.00		4,500.00	1,150.00	2,700.00		3,850.00	85.56%	650.00	385.00
109	WIRE INSTALL-Labor	6,800.00		6,800.00	1,700.00	4,100.00		5,800.00	85.29%	1,000.00	580.00
110	GUESTROOM FINISHES-Material	650.00		650.00				-	0.00%	650.00	-
111	GUESTROOM FINISHES-Labor	800.00		800.00				-	0.00%	800.00	-
112				-				-		-	-
113				-				-		-	-
114	6TH FLOOR			-				-		-	-
115	SLAB ROUGH IN-Material	4,800.00		4,800.00	4,800.00	-		4,800.00	100.00%	-	480.00
116	SLAB ROUGH IN-Labor	9,750.00		9,750.00	9,750.00	-		9,750.00	100.00%	-	975.00
117	GUESTROOM ROUGH IN-Material	29,880.00		29,880.00	8,800.00			8,800.00	29.45%	21,080.00	880.00
118	GUESTROOM ROUGH IN-Labor	52,640.00		52,640.00	15,680.00			15,680.00	29.79%	36,960.00	1,568.00
119	OVERHEAD/ ROUGH IN-Material	6,640.00		6,640.00				-	0.00%	6,640.00	-
120	OVERHEAD/ ROUGH IN-Labor	8,950.00		8,950.00				-	0.00%	8,950.00	-
121	WIRE INSTALL-Material	7,850.00		7,850.00	1,975.00	-		1,975.00	25.16%	5,875.00	197.50
122	WIRE INSTALL-Labor	10,550.00		10,550.00	2,650.00	-		2,650.00	25.12%	7,900.00	265.00
123	GUESTROOM FINISHES-Material	1,450.00		1,450.00				-	0.00%	1,450.00	-
124	GUESTROOM FINISHES-Labor	2,850.00		2,850.00				-	0.00%	2,850.00	-
125				-				-		-	-
126	7TH FLOOR			-				-		-	-
127	SLAB ROUGH IN-Material	5,250.00		5,250.00	5,250.00	-		5,250.00	100.00%	-	525.00
128	SLAB ROUGH IN-Labor	11,250.00		11,250.00	11,250.00	-		11,250.00	100.00%	-	1,125.00
129	GUESTROOM ROUGH IN-Material	30,550.00		30,550.00	7,650.00		-	7,650.00	25.04%	22,900.00	765.00
130	GUESTROOM ROUGH IN-Labor	62,160.00		62,160.00	15,560.00		-	15,560.00	25.03%	46,600.00	1,556.00
131	OVERHEAD/ ROUGH IN-Material	6,200.00		6,200.00			-	-	0.00%	6,200.00	-
132	OVERHEAD/ ROUGH IN-Labor	8,750.00		8,750.00			-	-	0.00%	8,750.00	-
133	WIRE INSTALL-Material	8,600.00		8,600.00	2,150.00	-	-	2,150.00	25.00%	6,450.00	215.00
134	WIRE INSTALL-Labor	11,000.00		11,000.00	2,750.00	-	-	2,750.00	25.00%	8,250.00	275.00
135	GUESTROOM FINISHES-Material	1,300.00		1,300.00			-	-	0.00%	1,300.00	-
136	GUESTROOM FINISHES-Labor	2,650.00		2,650.00			-	-	0.00%	2,650.00	-
137				-			-	-		-	-
138	8TH FLOOR			-			-	-		-	-
139	SLAB ROUGH IN-Material	7,500.00		7,500.00	7,500.00	-	-	7,500.00	100.00%	-	750.00
140	SLAB ROUGH IN-Labor	12,050.00		12,050.00	12,050.00	-		12,050.00	100.00%	-	1,205.00

R - 20210

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 14
APPLICATION DATE: 12/15/16
PERIOD TO: 12/31/16

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	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 10%
141	GUESTROOM ROUGH IN-Material	28,670.00		28,670.00	7,360.00			7,360.00	25.67%	21,310.00	736.00
142	GUESTROOM ROUGH IN-Labor	69,850.00		69,850.00	17,785.00			17,785.00	25.46%	52,065.00	1,778.50
143	OVERHEAD/ ROUGH IN-Material	5,750.00		5,750.00				-	0.00%	5,750.00	-
144	OVERHEAD/ ROUGH IN-Labor	9,800.00		9,800.00				-	0.00%	9,800.00	-
145	WIRE INSTALL-Material	7,500.00		7,500.00	1,875.00	-		1,875.00	25.00%	5,625.00	187.50
146	WIRE INSTALL-Labor	9,600.00		9,600.00	2,400.00	-		2,400.00	25.00%	7,200.00	240.00
147	GUESTROOM FINISHES-Material	2,600.00		2,600.00				-	0.00%	2,600.00	-
148	GUESTROOM FINISHES-Labor	6,740.00		6,740.00				-	0.00%	6,740.00	-
149				-				-		-	-
150	9TH FLOOR-ROOF TERRACE			-				-		-	-
151	SLAB ROUGH IN-Material	4,700.00		4,700.00	4,700.00			4,700.00	100.00%	-	470.00
152	SLAB ROUGH IN-Labor	5,800.00		5,800.00	5,800.00			5,800.00	100.00%	-	580.00
153	OVERHEAD/ ROUGH IN-Material	7,600.00		7,600.00				-	0.00%	7,600.00	-
154	OVERHEAD/ ROUGH IN-Labor	9,500.00		9,500.00				-	0.00%	9,500.00	-
155	WIRE INSTALL-Material	4,400.00		4,400.00	1,800.00	-		1,800.00	40.91%	2,600.00	180.00
156	WIRE INSTALL-Labor	6,300.00		6,300.00	2,525.00	-		2,525.00	40.08%	3,775.00	252.50
157	LIGHITNG/DEVICE FINISHES-Material	10,500.00		10,500.00	3,200.00	-		3,200.00	30.48%	7,300.00	320.00
158	LIGHITNG/DEVICE FINISHES-Labor	21,600.00		21,600.00	6,500.00	-		6,500.00	30.09%	15,100.00	650.00
159				-				-	#DIV/0!	-	-
160				-				-	#DIV/0!	-	-
161				-				-	#DIV/0!	-	-
162	CHANGE ORDERS			-				-	#DIV/0!	-	-
163	Change order #1-Switchboard LSP Upgrade	19,491.47		19,491.47	19,491.47	-		19,491.47	100.00%	-	1,949.15
164	Change Order #2-Busport Receptacles	13,579.29		13,579.29	7,800.00	5,779.29		13,579.29	100.00%	-	1,357.93
165	Change Order #3-Mods #2 & #4	70,979.02		70,979.02	53,574.00	17,405.02		70,979.02	100.00%	-	7,097.90
166	FWO-Supplemental Instruction 36 Week 1	18,710.00		18,710.00	18,710.00	-		18,710.00	100.00%	-	1,871.00
167	Change Order #4-Mod #1	(31,965.61)		(31,965.61)				-	0.00%	(31,965.61)	-
168	FWO-Supplemental Instruction 36 Week 2	23,475.83		23,475.83		23,475.83		23,475.83	100.00%	-	2,347.58
	FWO L7 and L8 Cable Testing	2,595.05		2,595.05		2,595.05					
	FWO 3rd Floor Shower Niche Switch Rewowrk	5,561.48		5,561.48		5,561.48					
	FWO Rework Queen Mock Up	1,344.60		1,344.60		1,344.60					
	FWO Rework King Mock Up	1,818.50		1,818.50		1,818.50					
	FWO 1st Floor Chandelier Light Box Rework	1,505.37		1,505.37		1,505.37					
169	Modification #5	96,350.00		96,350.00		40,000.00		40,000.00	41.52%	56,350.00	4,000.00

R - 20211

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO 14
APPLICATION DATE: 12/15/16
PERIOD TO: 12/31/16

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	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 10%
		-		-				-	#DIV/0!	-	-
	GRAND TOTALS	4,187,237.00	0.00	4,187,237.00	2,927,314.47	261,785.14	0.00	3,189,099.61	76.16%	998,137.39	317,627.46

R - 20212

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	3/20/2017

PRIME SUB'S NAME	Watson Elect
Attachment for Pay Req #:	17
for Month Ending:	3/31/2017

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)		Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: *(as noed on releases)*	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
SAMPLE TIER *123 Example Dr* *Somewhere, NC 27607* *919-834-1234*	*yes - PIT*	*NO*	*N/A*		*YES*	*NO*	*$12,123.00*	*4/27/2010*	*3/31/2010*	*PARTIAL*	*FINAL*	*thru March 2010*
NextGen LLC 131 Dellana Way, Suite B Summerville, SC 29483 843-871-8630	Yes	No	N/A	No	*YES*	*(NO)*	$119,000.00	2/28/2017	✓ 2/28/2017	(PARTIAL)	FINAL	
Shealy Elecrical Wholesalers 10009 Highway 78 Ladson, SC 843-879-0232	No	No	N/A	No	*(YES)*	*NO*	$683,065.57	10/25/2016	✓ 10/25/2016	(PARTIAL)	FINAL	
Hagemeyer North America 4790 Goer Drive North Charleston, SC 29406 843-991-6832	Yes	No	N/A	No	*YES*	*(NO)*	$319,859.57	2/17/2017	✓ 2/17/2017	(PARTIAL)	FINAL	
Lightning Protection Solutions Marietta, Ga 770-402-1789	No	No	N/A	No	*YES*	*(NO)*	$0.00	N/A		PARTIAL	FINAL	Not on site yet.
Chapman Company 3168 Sand Marsh Lane Mt. Pleasant, SC 29566 843-881-0051	Yes	No	N/A	No	YES	*(NO)*	$5,400.00	3/15/2016	3/15/2016	PARTIAL	FINAL	
LMW, LLC (excavator) 111 Linwood Drive Summerville, SC 843-871-4604	No	No	N/A	No	YES	*(NO)*	$0.00	N/A		PARTIAL	(FINAL)	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

R - 20213

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That Watson Electrical (the "Lienor") for and in consideration of the payment of the sum of $235,246.63 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

_____

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 31 day of March, 2017, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 20 day of March, 2017.

Signed, sealed and delivered
in the presence of:

Cherie Clubb
Signature
Cherie Clubb
Print Name

Watson Electrical LLC
a South Carolina corporation

_____
Signature
Dale J Winovich, Project Manager
Print Name & Title

STATE OF South Carolina

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 20 day of March, 2016, by Dale J Winovich, Project Manager of Watson Electrical a South Carolina corporation on, on behalf of the corporation. He/she is personally known to me or has produced driver's license (type of identification) as identification.

CHERIE CLUBB
Notary Public, South Carolina
My Commission Expires
April 22, 2022

_____
NOTARY PUBLIC, STATE OF _____

Commission Expires: April 22nd, 2022

Balfour Beatty Construction

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned, Watson Electrical (Name of Vendor)

pursuant to a contract or agreement with Balfour Beatty Construction, LLC ("BBC"),

Nextgen Technologies, Inc. (Name of Subcontractor) a subcontractor to BBC or a sub subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as

Hotel at Marion Square (Name or Description of Project) ("Project")

which is located at 404 King Street, Charleston, SC 29403 (Street Address)

in the City of Charleston, and County of Charleston, and is owned by

Library Associates, LLC. (Name of Owner) ("Owner").

Subcontractor has been paid and received payment of $ $ 119,033.49 (Amount to be paid to Vendor) the sufficiency of which is hereby acknowledged and confessed, and as such Subcontractor hereby (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and bonds or bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through 2/28/2017 (Insert date through which release is given) (the "Release Period") and (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profit, impact cost and the like as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

A.

(Describe here or set out in an Attachment "A" which must be identified here and attached, all extras not included in the Release. Failure to describe any extras as excluded shall be a waiver and release of any right to payment for such work.)

Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subcontractor further affirms, represents and warrants that, except as noted above: (1) Subcontractor has no lien or claim of lien, either actual or potential, bond right or claim, or contractual right or claim for payment with respect to any Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date; and, (2) all persons and entities that have performed or rendered labor or services, or supplied or furnished materials, equipment, furniture and furnishings, to Subcontractor in connection with the Work have been paid in full all undisputed amounts. Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

NOTICE: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.

Subcontractor acknowledges, affirms, represents and warrants that it has fully reviewed the terms and conditions of this waiver, that it is fully informed with respect to the legal effect of this waiver, and that it accepts the terms and conditions of waiver in exchange for the payment recited above.

Given under hand and seal this 20th day of February 20 17

Nextgen Technologies, Inc. (Name of Vendor)

Signature

By: Russell Webb, President (Print or Type the Signers Name and Title)

STATE OF SC

COUNTY OF Berkeley

The foregoing instrument was signed, sealed and acknowledged before me this 20th day of February 20 17, by the aforesaid representative having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed

Notary Public

My Commission expires 3/16/27

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty Construction

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned, Shealy Electrical A division of Border States (Name of Vendor), pursuant to a contract or agreement with: Balfour Beatty Construction, LLC ("BBC"), Watson Electrical (Name of Subcontractor) a subcontractor to BBC or a sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as: Hotel at Marion Square (Name or Description of Project) ("Project") which is located at 404 King Street. Charleston, SC 29403 (Street Address) in the City of Charleston, and County of Charleston, and is owned by Library Associates, LLC. (Name of Owner) ("Owner").

Subcontractor has been paid and received payment of $ $ 683,065.57 (Amount to be paid to Vendor) the sufficiency of which is hereby acknowledged and confessed, and as such Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and bonds or bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through 10/25/2016 (Insert date through which release is given) (the "Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact cost and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

None

(Describe here or set out in an Attachment "A" which must be identified here and attached, all extras not included in the Release. Failure to describe any extras as excluded shall be a waiver and release of any right to payment for such work.)

Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subcontractor further affirms, represents and warrants that, except as noted above: (1) Subcontractor has no lien or claim of lien, either actual or or claim of lien, either actual or potential, bond right or claim, or contractual right or claim for payment with respect to any Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date; and, (2) all persons and entities that have performed or rendered labor or services, or supplied or furnished materials, equipment, furniture and furnishings, to Subcontractor in connection with the Work have been paid in full all undisputed amounts, and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

NOTICE: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.

Subcontractor acknowledges, affirms, represents and warrants that it has fully reviewed the terms and conditions of this waiver, that it is fully informed with respect to the legal effect of this waiver, and that it accepts the terms and conditions of waiver in return for the payment recited above.

Given under hand and seal this 17th day of February 20 17.

Shealy Electrical A division of Border States
(Name of Vendor)

Michael D. Seago
(Signature)

By: Michael D. Seago - Sr. Credit Analyst
(Print or Type the Signers Name and Title)

STATE OF SC

COUNTY OF Richland

The foregoing instrument was signed, sealed and acknowledged before me this 17th day of February 20 17, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: Karen M. McLeod
Notary Public

My Commission expires: My Commission Expires April 10, 2025

KAREN M. MCLEOD NOTARY PUBLIC

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty Construction

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned, VALLEN DISTRIBUTION FKA HAGEMEYER NA (Name of Vendor), pursuant to a contract or agreement with: Balfour Beatty Construction, LLC ("BBC"), VALLEN DISTRIBUTION FKA HAGEMEYER NA (Name of Subcontractor) a subcontractor to BBC or a sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as: Hotel at Marion Square (Name or Description of Project) ("Project") which is located at 404 King Street, Charleston, SC 29403 (Street Address) in the City of Charleston, and County of Charleston, and is owned by Library Associates, LLC. (Name of Owner) ("Owner").

Subcontractor has been paid and received payment of $ $ 319,859.57 (Amount to be paid to Vendor) the sufficiency of which is hereby acknowledged and confessed, and as such Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and bonds or bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through 2/17/2017 (insert date through which release is given) (the "Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact cost and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

with exception to $7224.19 balance due thru 02.17.17

(Describe here or set out in an Attachment "A" which must be identified here and attached, all extras not included in the Release. Failure to describe any extras as excluded shall be a waiver and release of any right to payment for such work.)

Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subcontractor further affirms, represents and warrants that, except as noted above: (1) Subcontractor has no lien or claim of lien, either actual or or claim of lien, either actual or potential, bond right or claim, or contractual right or claim for payment with respect to any Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date; and, (2) all persons and entities that have performed or rendered labor or services, or supplied or furnished materials, equipment, furniture and furnishings, to Subcontractor in connection with the Work have been paid in full all undisputed amounts, and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond c aim or contractual claim for payment by any such person or entity with respect to the Project.

NOTICE: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.

Subcontractor acknowledges, affirms, represents and warrants that it has fully reviewed the terms and conditions of this waiver, that it is fully informed with respect to the legal effect of this waiver, and that it accepts the terms and conditions of waiver in return for the payment recited above.

Given under hand and seal this 17th day of February 20 17.

VALLEN DISTRIBUTION FKA HAGEMEER NA
(Name of Vendor)

(signature)

By: WILLIAM HUTCHINS, CREDIT MANAGER
(Print or Type the Signers Name and Title)

STATE OF GEORGIA

COUNTY OF FORSTYH

The foregoing instrument was signed, sealed and acknowledged before me this 17th day of February 20 17, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: Colleen E. Stratemeyer

Colleen E. Stratemeyer
Notary Public

My Commission expires: 1/30/2018

(Notary Seal)

COLLEEN E STRATEMEYER NOTARY PUBLIC FORSYTH CO., GEORGIA MY COMMISSION EXPIRES JAN. 30 2018

CCN #	CCN Date	Rec'd Date	Description	Start Date	Due Date	Status
1	7/17/2015	7/17/2015	Busport Projector Screen Recepts	7/17/2015	7/17/2015	Approved
4	8/7/2015	8/7/2015	INCOMING COMM SERVICE RFI #49	8/7/2015	8/7/2015	Pending
6	8/25/2015	8/25/2015	Switchgear Size Increase	8/25/2015	8/25/2015	Approved
8	10/26/2015	10/26/2015	Modification #1	10/26/2015	10/26/2015	Cover By Directive
9	10/27/2015	10/27/2015	Supplemental Instruction #21	10/27/2015	10/27/2015	Pending
12	12/15/2015	12/15/2015	Mock Up Room Changes	12/15/2015	12/15/2015	Pending
13	12/15/2015	12/15/2015	Modification #2	12/15/2015	12/15/2015	Cover By Directive
14	12/23/2015	12/23/2015	Guestroom Closet Fixtures	12/23/2015	12/23/2015	Pending
15	1/4/2016	1/4/2016	Office Trailer	1/4/2016	1/4/2016	Pending
16	1/15/2016	1/15/2016	LIGHT FIXTURE PACKAGE DESIGN CHANGES	1/15/2016	1/15/2016	Pending
17	3/21/2016	3/21/2016	RFP 3rd Floor Lanterns	3/21/2016	3/21/2016	Pending
18	3/31/2016	3/31/2016	Modification #4	3/31/2016	3/31/2016	Cover By Directive
22	5/26/2016	5/26/2016	Modification #5	5/26/2016	5/26/2016	Cover By Directive
23	6/17/2016	6/17/2016	Rework Service Undergrounds	6/17/2016	6/17/2016	Pending
24	8/8/2016	8/8/2016	Modification #6	8/8/2016	8/8/2016	Cover By Directive
26	8/29/2016	8/29/2016	RFI 0635 STORM WATER SUMP PUMP	8/29/2016	8/29/2016	Pending
27	9/7/2016	9/7/2016	Modification 7	9/7/2016	9/7/2016	Cover By Directive
29	11/7/2016	11/7/2016	Carolina Revised Brackets	11/7/2016	11/7/2016	Pending
30	11/8/2016	11/8/2016	Supplemental Instruction #32	11/8/2016	11/8/2016	Pending
31	11/23/2016	11/23/2016	MHS Private Dining 147-Lighting Rework	11/23/2016	11/23/2016	Pending
39	12/20/2016	12/20/2016	Vehicle Lift Upgrades	12/20/2016	12/20/2016	Pending
40	12/27/2016	12/21/2016	Modification 8	12/27/2016	12/27/2016	Pending
41	1/5/2017	1/5/2017	7th Floor Damages	1/5/2017	1/5/2017	Pending
42	1/5/2017	1/5/2017	8TH Floor Damages	1/5/2017	1/5/2017	Pending
43	1/6/2017	1/6/2017	KITCHEN UTILITY DISTIBUTION FEED	1/6/2017	1/6/2017	Pending
44	1/16/2017	1/16/2017	BOOSTER HEATERS	1/16/2017	1/16/2017	Pending
45	1/24/2017	1/24/2017	T&M 1/4/17 Private Dining 146	1/24/2017	1/24/2017	Cover By Directive
46	1/24/2017	1/24/2017	T&M 1/21/17 Mock Up Rework Queen	1/24/2017	1/24/2017	Cover By Directive
47	1/24/2017	1/24/2017	T&M 1/21/17 Mock Up Rework King	1/24/2017	1/24/2017	Cover By Directive
48	2/6/2017	2/6/2017	Rework Switches-3rd Floor Shower Niches	2/6/2017	2/6/2017	Cover By Directive
50	2/9/2017	2/9/2017	LOW VOLTAGE SLEEVEES FLOORS 1 AND 2	2/9/2017	2/9/2017	Cover By Directive
49	2/9/2017	2/9/2017	COORIDOR DCI MARKUPS	2/9/2017	2/9/2017	Cover By Directive
54	2/9/2017	2/9/2017	COORIDOR DCI MARKUPS 5-8	2/9/2017	2/9/2017	Cover By Directive
52	2/15/2017	2/15/2017	SUPPLEMENTAL INSTURCTION 36 WEEK 2	2/15/2017	2/15/2017	Cover By Directive
51	2/15/2017	2/15/2017	SUPPLEMENTAL INSTURCTION 36 WEEK 1	2/15/2017	2/15/2017	Cover By Directive
53	2/16/2017	2/16/2017	1ST FLR CHANDLIER BOX RE WORK	2/16/2017	2/16/2017	Cover By Directive

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request # 4
Work Performed Through: 03/31/17

Subcontractor's Name: Low Country Case & Millwork, Inc.
Subcontractor's Address: 3270 Benchmark Drive
Ladson, SC 29456

Phone Number: 704-609-5116
Fax Number:

Project Name: Hotel at Marion Square Job No.: 13026100 Date: 03/20/17
Owner: Library Associates, LLC

Description of Work: Casework & Millwork Floors 1, 2, & 9

Original Contract Amount	$1,071,713.00	
Change Order Total	$30,013.00	
Through C/O #: 0		
Total Revised Contract	$1,101,726.00	
Previous Work Performed to Date(SSR)	$115,511.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$80,569.00	
Current Month Gross	$0.00	
New Work Performed to Date	$196,080.00	
Less 10 % Retainage	$19,608.00	
Amount Earned to Date	$176,472.00	
Less Previous Net Billings	$103,959.90	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$72,512.10	

Subcontract [X] Purchase Order [ ]
Other Contract Type:
Unit Price [ ] Lump Sum [X]
Bonded [ ] Unbonded [X]
Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	Finaled	
Insurance Expiration Date	08/04/17	
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing Consent of Surety for retention reduction if bonded	From [ ] Y [ ]	To [X] N [ ]
New materials stored off site If yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

Owner Billing Number: N/A
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #:

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50000	3798186	13026000	
Date	Invoice #	Description		
03/31/17	13026100 - 04	13026100 . PE# 04 . 170331		
Gross Amount		Retainage Amt	Net Amount	
$0.00		$19,608.00	$72,512.10	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO				NO

Hold Codes: PM APP
O/F
Stored Materials-need backup pictures

Approvals:
PM / Date
CA 03/21/17
PA / Date
APA / Date

Ban Balfour Beatty

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO CONSTRUCTION MANAGER
Balfour Beatty Construction
1930 Camden Rd. Suite 280
Charlotte, NC 28210

PROJECT: **HOTEL AT MARION SQUARE - Col**

VIA ARCHITECT

APPLICATION NO: **4**

PERIOD TO: **42674**

PROJECT NO: **#13026000**

Distribution to:
X OWNER
X ARCHITECT
X INSPECTOR

FROM CONTRACTOR
Low Country Case and Millwork
3270 Benchmark Drive
Ladson, SC 29456

CONTRACT FOR CONSTRUCTION

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	1,071,713 00
2. Net change by Change Orders	$	30,013 00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	1,101,726 00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	196,080 00
5. RETAINAGE:	$	19,608 00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	176,472 00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	103,959 90
8. CURRENT PAYMENT DUE	$	72,512.10
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	925,254 00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0 00	$0 00
Total approved this Month	$30,013 00	$0.00
TOTALS	$30,013 00	$0 00
NET CHANGES by Change Order	$30,013 00	

The undersigned Construction Manager (CM) certifies that to the best of the CM'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 CM 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

SUBCONTRACTOR
By: David Stanislot Date: 3/20/23

CONTRACTOR
By _____ Date _____

CONSTRUCTION MANAGER
By _____ Date _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect advises the Owner that to the Architect's knowledge, information and belief the Work has progressed as indicated, the Work is in general accordance with the Contract Documents and the Contractors are entitled to payment of the AMOUNT REQUESTED

AMOUNT REQUESTED $ 72,512.10

(Attach explanation if amount requested differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount requested.)

ARCHITECT

By _____ Date _____

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

AIA DOCUMENT G702 APPLICATION AND CERTIFICATION FOR PAYMENT 1992 EDITION AIA ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVE N.W. WASHINGTON D.C. 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 4
APPLICATION DATE: 3/20/17
PERIOD TO: 3/31/17

Balfour Beatty Project: 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	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 10%
1	1st Floor - Millwork	296,567.00	-	296,567.00	53,098.00		21,860.00	74,958.00	25.28%	221,609.00	7,495.80
2	1st Floor - Casework	163,776.00		163,776.00			-	-	0.00%	163,776.00	
3	2nd Floor - Millwork	255,473.00		255,473.00	16,098.00		52,009.00	68,107.00	26.66%	187,366.00	6,810.70
4	2nd Floor - Casework	42,175.00		42,175.00			-	-	0.00%	42,175.00	-
5	2nd Floor Spa - Millwork	44,442.00		44,442.00	18,021.00		-	18,021.00	40.55%	26,421.00	1,802.10
6	Concierge - Millwork	16,340.00		16,340.00			-	-	0.00%	16,340.00	-
7	Concierge - Casework	4,654.00		4,654.00			-	-	0.00%	4,654.00	-
8	Managers Apartment - Millwork	36,306.00		36,306.00			-	-	0.00%	36,306.00	-
9	Managers Apartment - Casework	20,133.00		20,133.00			-	-	0.00%	20,133.00	-
10	Rooftop - Millwork	53,959.00		53,959.00			-	-	0.00%	53,959.00	-
11	Rooftop - Casework	48,193.00		48,193.00			-	-	0.00%	48,193.00	-
12	Elevator Lobbies - Millwork	26,606.00		26,606.00			-	-	0.00%	26,606.00	-
13	Elevator Cabinets	36,949.00		36,949.00			-	-	0.00%	36,949.00	-
14	Bonding	26,140.00		26,140.00	26,140.00	-	-	26,140.00	100.00%	-	2,614.00
15	Change Order 1		30,013.00	30,013.00	2,154.00	-	6,700.00	8,854.00	29.50%	21,159.00	885.40
16				-			-	-	#DIV/0!	-	-
17				-			-	-	#DIV/0	-	-
18				-			-	-	#DIV/0	-	-
19				-			-	-	#DIV/0	-	-
20				-			-	-	#DIV/0	-	-
21				-			-	-	#DIV/0	-	-
22				-			-	-	#DIV/0!	-	-
23				-			-	-	#DIV/0!	-	-
24				-			-	-	#DIV/0!	-	-
25				-			-	-	#DIV/0!	-	-
26				-			-	-	#DIV/0!	-	-
				-			-	-	#DIV/0!	-	-
	GRAND TOTALS	1,071,713.00	30,013.00	1,101,726.00	115,511.00	0.00	80,569.00	196,080.00	18.30%	905,646.00	19,608.00

R - 20221

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	3/20/2017

PRIME SUB'S NAME	Low Country Case and Millwork
Attachment for Pay Req #:	4
for Month Ending:	3/31/2017

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)		Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: *(as need on releases)*	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
SAMPLE TIER *123 Example Dr.* *Somewhere, NC 27607* *919-834-1234*	*yes - PIT*	*NO*	*N/A*		YES	NO	*$12,123.00*	*4/27/2010*	*3/31/2010*	*PARTIAL*	*FINAL*	*thru March 2010*
Low Country Case and Millwork	Yes Chas			Yes	YES	NO	$196,080.00	3/31/2017	3/31/2017	PARTIAL	FINAL	thru March 2017
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

R - 20222

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That Low Country Case and Millwork (the "Lienor") for and in consideration of the payment of the sum of $ 72,512.10 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 31st day of March, 2017, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 20th day of March, 2017

Signed, sealed and delivered
in the presence of:

Constance A Polacek
Signature
Constance A. Polacek
Print Name

Low Country Case and Millwork
a South Carolina corporation

David Stasiukaitis
Signature
David Stasiukaitis, CEO
Print Name & Title

STATE OF South Carolina

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 20th day of March 2017 by David Stasiukaitis CEO of Low Country Case & Millwork, a SC corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

STASIUKAITIS

Amy E Stasiukaitis
NOTARY PUBLIC, STATE OF South Carolina

My Commission Expires: 4-4-2020

STORAGE RECEIPT

Date: 3/31/17

This is to certify that the undersigned holds on storage at 3270 Benchmark Drive, Ladson, SC 29456 the following described building material, consisting of base, crown moulding, casing, and ceiling trim and that it will deliver or surrender same to Balfour Beatty Construction, LLC at the Jobsite or other designated location; All payments due for said material in the amount of $72,512.10, not including the amount of $8,056.90 being held as retainage under the Agreement between Balfour Beatty Construction, LLC and (Subcontractor/Vendor) having been made and are hereby acknowledged by the undersigned.

Low Country Case and Millwork (Subcontractor/Vendor) does hereby acknowledge responsibility to deliver and install base cap, crown moulding, crown backer, panel moulding, base, shoe moulding, ceiling trim, chair rail, stile and rail, radius crown, plinth blocks in accordance with the agreements between Balfour Beatty Construction, LLC and Low Country Case and Millwork(Subcontractor/Vendor) for the Common Areas millwork @ Hotel Marion Square (scope of work).

If storage at 3rd Party Warehouse, by signing below, the Warehouseman represents that all warehouse charges have been paid in advance through period ending _____. **(N/A if stored at Subcontractor's facilities).**

By signing below, the Warehouseman, if applicable, and Subcontractor acknowledge and agree that Balfour Beatty Construction or the Owner shall have accessibility to the storage premises until materials are fully delivered to the jobsite.

BY: _____
Warehouseman (if applicable)

BY: David Stanley
Subcontractor / Vendor

BY: _____
Balfour Beatty Construction, LLC

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Material Bill of Sale

TO: Balfour Beatty Construction, LLC

REGARDING: Material Bill of Sale, Conditional Upon Receipt of Payment

DATE: 3/31/17

We hereby transfer, convey and assign title for the property described below and located at the address indicated below to BALFOUR BEATTY CONSTRUCTION, LLC for the sum of seventy two thousand five hundred twelve and 10/100 ($72,512.10) Dollars.

We further certify that we have full title to this material and that we will defend same against any and all claims.

Material Description: base cap, crown moulding, crown backer, panel moulding, base, shoe moulding, ceiling trim, chair rail, stile and rail, radius crown, plinth blocks

Stored Address: 3270 Benchmark Drive, Ladson, SC 29456

Sum Total Value: $80,569.00

Witness: Courtenay Pasek

Subcontractor: David Stasiukaitis

David Stasiukaitis, CEO
Name & Title

State of South Carolina County of Charleston

The foregoing instrument was acknowledged before me this 20th day of March 2017, by David Stasiukaitis as CEO of Low Country Case & Millwork

My Commission Expires: Cindy E Stasiukaitis (Seal)
Notary Public

NOTARY PUBLIC SOUTH CAROLINA EXPIRES 4/4/2022

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

HOTEL AT MARION SQUARE - Com

Stored Material Log

	January			February			March		
	Added to SM	Removed from SM (Installed)	Total Stored at Month's End	Added to SM	Removed from SM (Installed)	Total Stored at Month's End	Added to SM	Removed from SM (Installed)	Total Stored at Month's End
1ST FLOOR									
Lobby 110	$0	$0	$0	$25,959	$0	$25,959	$21,860	$0	$47,819
Elevator Lobby 100E	$0	$0	$0	$0	$0	$0	$0	$0	$0
Spa Retail 113	$0	$0	$6,487	$0	$0	$6,487	$0	$0	$6,487
Patisserie 115B	$0	$0	$0	$0	$0	$0	$0	$0	$0
Patisserie 115B - Wall	$0	$0	$0	$0	$0	$0	$0	$0	$0
Vestibule 117	$0	$0	$5,918	$0	$0	$5,918	$0	$0	$5,918
Men's 119	$0	$0	$2,711	$0	$0	$2,711	$0	$0	$2,711
Women's 121	$0	$0	$3,482	$0	$0	$3,482	$0	$0	$3,482
Camelia's Lounge	$0	$0	$8,543	$0	$0	$8,543	$0	$0	$8,543
Private Dining 146	$0	$0	$0	$0	$0	$0	$0	$0	$0
Dining 147/148	$0	$0	$0	$0	$0	$0	$0	$0	$0
2ND FLOOR									
Prefunction 207	$0	$0	$0	$0	$0	$0	$21,472	$0	$21,472
Corridor 200FA	$0	$0	$4 507	$0	$0	$4,507	$0	$0	$4,507
Vestibule 200V	$0	$0	$1,292	$0	$0	$1,292	$0	$0	$1,292
Elevator Lobby 200E	$0	$0	$2,224	$0	$0	$2,224	$0	$0	$2,224
Vestibule 209	$0	$0	$0	$0	$0	$0	$0	$0	$0
Board Room Pantry 210	$0	$0	$0	$0	$0	$0	$0	$0	$0
Board Room 211	$0	$0	$0	$0	$0	$0	$0	$0	$0
Elevator Lobby 212	$0	$0	$1,219	$0	$0	$1,219	$0	$0	$1,219
Fitness 213A	$0	$0	$1 112	$0	$0	$1 112	$0	$0	$1 112
Fitness Toilet 213B	$0	$0	$311	$0	$0	$311	$0	$0	$311
Men 223	$0	$0	$2,301	$0	$0	$2,301	$0	$0	$2,301
Women 225	$0	$0	$3,134	$0	$0	$3 134	$0	$0	$3,134
Ball Room One 206	$0	$0	$0	$0	$0	$0	$24,235	$0	$24,235
Ball Room Two/Three 224/226	$0	$0	$0	$0	$0	$0	$2,638	$0	$2,638
Vestibule 200LV	$0	$0	$0	$0	$0	$0	$0	$0	$0
Upper Dining 247	$0	$0	$0	$0	$0	$0	$0	$0	$0
Ball Room Four 248	$0	$0	$0	$0	$0	$0	$3 664	$0	$3,664
2ND FLOOR SPA									
Vestibule 214	$0	$0	$1,249	$0	$0	$1,249	$0	$0	$1,249
Mani Pedi 215	$0	$0	$721	$0	$0	$721	$0	$0	$721
Bridal Suite 216A	$0	$0	$1 337	$0	$0	$1,337	$0	$0	$1 337
Vestibule 217	$0	$0	$2 379	$0	$0	$2,379	$0	$0	$2 379
Passage 218	$0	$0	$1,233	$0	$0	$1,233	$0	$0	$1,233
Passage 219	$0	$0	$1 198	$0	$0	$1,198	$0	$0	$1 198
Single Treatment 218A	$0	$0	$500	$0	$0	$500	$0	$0	$500
Single Treatment 219B	$0	$0	$500	$0	$0	$500	$0	$0	$500
Single Treatment 219A	$0	$0	$500	$0	$0	$500	$0	$0	$500
Single Treatment 219B	$0	$0	$537	$0	$0	$537	$0	$0	$537
Couples Treatment 219C	$0	$0	$1 322	$0	$0	$1 322	$0	$0	$1,322
Spa Vestibule 220A	$0	$0	$788	$0	$0	$788	$0	$0	$788
Spa Vestibule 220B	$0	$0	$378	$0	$0	$378	$0	$0	$378
Spa 220	$0	$0	$1,040	$0	$0	$1,040	$0	$0	$1,040
Vestibule 220V	$0	$0	$850	$0	$0	$850	$0	$0	$850
Locker 221 / 222	$0	$0	$2,966	$0	$0	$2,966	$0	$0	$2,966
Toilet 221A / 222A	$0	$0	$523	$0	$0	$523	$0	$0	$523
CONCIERGE									
Concierge Lounge	$0	$0	$0	$0	$0	$0	$0	$0	$0
MANAGER'S APARTMENT									
Running Trim	$0	$0	$0	$0	$0	$0	$0	$0	$0
Stairs	$0	$0	$0	$0	$0	$0	$0	$0	$0
ROOF TOP									
Function Space RT22	$0	$0	$0	$0	$0	$0	$0	$0	$0
Bar RT10	$0	$0	$0	$0	$0	$0	$0	$0	$0
Elevator Lobby RTE1	$0	$0	$0	$0	$0	$0	$0	$0	$0
Elevator Lobby RTE2	$0	$0	$0	$0	$0	$0	$0	$0	$0
Corridor RTB	$0	$0	$0	$0	$0	$0	$0	$0	$0
Corridor RTG	$0	$0	$0	$0	$0	$0	$0	$0	$0
Men RT18	$0	$0	$0	$0	$0	$0	$0	$0	$0
Women RT20	$0	$0	$0	$0	$0	$0	$0	$0	$0
ELEVATOR LOBBIES 3-8									
Elevator Lobbies (x6)	$0	$0	$0	$0	$0	$0	$0	$0	$0
ELEVATOR CABS									
Cabs	$0	$0	$0	$0	$0	$0	$0	$0	$0
Ceilings	$0	$0	$0	$0	$0	$0	$0	$0	$0

BONDING Bond	$0	$0	$0	$0	$0	$0	$0	$0	$0
CHANGE ORDER 1 Columns and Pedestals	$0	$0	$0	$0	$0	$0	$6,699	$0	$6,699
TOTAL	$0	$0	$61,262	$25,959	$0	$87,221	$80,568	$0	$167,789

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

YANDLED

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 3/21/2017

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY
PHONE (A/C, No, Ext): (888) 326-4498

Insurance Office of America, Inc.
1221 Bower Parkway
Suite 101
Columbia, SC 29212-3732

COMPANY
Wesco Insurance Company
59 Maiden Lane, 6th Floor
New York, NY 10038

FAX (A/C, No): (803) 957-4945
E-MAIL ADDRESS: woody.power@ioausa.com

CODE:
SUB CODE:
AGENCY CUSTOMER ID #: LOWCCAS-01
License # 0E67768

INSURED
LOW COUNTRY CASE & MILLWORK INC.
3270 Benchmark Drive
Ladson, SC 29456

LOAN NUMBER

POLICY NUMBER
WPP108312004

EFFECTIVE DATE: 8/4/2016
EXPIRATION DATE: 8/4/2017
CONTINUED UNTIL TERMINATED IF CHECKED

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Loc # 1, Bldg # 1, 3270 Benchmark Drive, Ladson, SC 29456, Manufacturing

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED: BASIC | BROAD | SPECIAL

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Loc #: Bldg # 1		
Property of Others, Special (Including theft), Replacement Cost	$167,789	5,000

REMARKS (Including Special Conditions)

Special Conditions:
Pay app 2 HMS Common Areas
stored materials $$167,789

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS

Balfour Beatty Construction
1930 Camden Rd
Suite 280
Charlotte, NC 28210

ADDITIONAL INSURED | LENDER'S LOSS PAYABLE | LOSS PAYEE
MORTGAGEE

LOAN #

AUTHORIZED REPRESENTATIVE

ACORD 27 (2016/03)

© 1993-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

From: Amy Stasiukaitis
Sent: 9 Dec 2016 18:55:42 +0000
To: CAshe@Balfourbeattyus.com
Cc: Spano, Tim;Starcevic, Nicholas;Dooley, Alec;Denney, Brandon;Debbie Yandle (COL);David Stasiukaitis
Subject: HMS - Common Areas Pay App 2
Attachments: Marion Square (Common) Bill 2 - Signed.pdf

Good afternoon, again. Attached you will find the pay application for the HMS – Common Areas for the month of December. I have copied Debbie Yandle to make sure you get a COI for the total stored materials in the amount of $61,258. Please let us know if you need anything further. We will follow up with proof of materials within the next week. Thanks for your patience.

Sincerely,

Amy Stasiukaitis
Office Manager/Accounts Receivable
Low Country Case and Millwork
Office: 843-797-0881 Fax: 843-797-0883
www.lccm.com



ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

From: Amy Stasiukaitis
Sent: 21 Mar 2017 11:51:37 +0000
To: Ashe, Candice
Cc: Spano, Tim;Starcevic, Nicholas;Dooley, Alec;Denney, Brandon;Debbie Yandle (COL)
Subject: HMS Common Areas Bill 4
Attachments: Stored Material Log - Common Areas.xlsx, HMS Common Bill 4 - Signed.pdf

Good morning. So sorry for the delay. Please see attached invoice for Hotel Marion Square Common Areas. I have also attached the stored materials log and copied Debbie with IOA to insure you get a COI to cover the updated stored materials amount of $167,789. We will be following up with pictures of the stored materials. We really do appreciate your patience.

Sincerely,

Amy Stasiukaitis
Accounting and Office Manager
Low Country Case and Millwork
Office: 843-797-0881 Fax: 843-797-0883
www.lccm.com



Balfour Beatty
Construction

Request for Payment

Pay Request # 3revised
Work Performed Through: 03/31/17

Subcontractor's Name: David Allen Company, INC.
Subcontractor's Address: P.O. Box 27705
Raleigh, NC 27611

Phone Number: 803-926-1040
Fax Number: 803-926-0350

Project Name: Hotel at Marion Square
Owner: Library Associates, LLC
Job No.: 13026000
Date: 03/20/17

Description of Work: Tile

Original Contract Amount	$3,348,828.00	
Change Order Total	-$19,085.00	
Through C/O #:		
Total Revised Contract	$3,329,743.00	
Previous Work Performed to Date(SSR)	$340,199.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$20,372.00	
New Work Performed to Date	$360,571.00	
Less 10 % Retainage	$36,057.10	
Amount Earned to Date	$324,513.90	
Less Previous Net Billings	$306,179.10	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$18,334.80	

Subcontract [X] Purchase Order [ ]

Other Contract Type

Unit Price [ ] Lump Sum [X]
Bonded [-] Unbonded [X]

Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]

Insurance Status: Finaled
Insurance Expiration Date: 01/01/18

Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site	Y [ ]	N [X]
If yes, attach stored materials checklist		
Final Payment	Y [ ]	N [X]
If yes, see attached checklist		

Owner Billing Number: 14
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select # / Batch #

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	42040	111420	13026000	546466
Date	Invoice #	Description		
03/31/17	13026000 - 3revised	13026000 . PE# revise . 17.03		
Gross Amount		Retainage Amt	Net Amount	
$20,372.00		$1,018.60	$18,334.80	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO				NO

Hall Codes: PM Approval
O/F
Lower Tier Waivers

Approvals:
PM / Date
CA 03/21/17
PA / Date
APA / Date

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty Construction

Exhibit F1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

undersigned, David Allen Company, Inc.
(Name of Subcontractor/Vendor)
("Subcontractor"), pursuant to a contract or agreement with,
Balfour Beatty Construction, LLC ("BBC"), a subcontractor to BBC or a sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as:

Hotel at Marion Square ("Project")
(Name or Description of Project)
which is located at 404 King Street, Charleston, SC 29403
Street Address
in the City of Charleston, and County of Charleston, and is owned by
Library Associates, LLC. ("Owner").
(Name of Owner)

Upon receipt by Subcontractor of a check in the sum of $ 18,334.80 the sufficiency of which is hereby acknowledged and confessed,
(Amount to be paid to Subcontractor/Vendor)
and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective pursuant to which the Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and all bonds and bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through: 3/31/2017
(Insert date through which release is given)
(the "Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact costs and the like, as well as claims and demands arising from any contemplated delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

this excludes any extra work being performed in the field through the end of the month
(Describe here or set out in an Attachment "A" which must be identified here and attached, all extras not included in the Release. Failure to describe any extras as excluded shall be a waiver and release of any right to payment for such work.)

Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subcontractor further affirms, represents and warrants that, except as noted above: (1) Subcontractor has no lien or claim of lien, either actual or potential, bond right or claim, or contractual right or claim for payment with respect to any Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date; and, (2) all persons and entities that have performed or rendered labor or services, or supplied or furnished materials, equipment, furniture and furnishings, to Subcontractor in connection with the Work have been paid in full, or upon receipt of the payment described above will be paid in full, all undisputed amounts, and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

Subcontractor acknowledges, affirms, represents and warrants that it has fully reviewed the terms and conditions of this waiver, that it is fully informed with respect to the legal effect of this waiver, and that it accepts the terms and conditions of waiver in return for the payment recited above.

Given under hand and seal this 23rd day of March 20 17.

David Allen Company, Inc.
(Name of Subcontractor/Vendor)

By: _____
Signature
(Print or Type the Signers Name and Title)

STATE OF North Carolina

COUNTY OF Wake

The foregoing instrument was signed, sealed and acknowledged before me this 23rd day of March 20 17, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: _____
Notary Public

My Commission expires: 8/30/2017

DIANA F COLE
(Notary Seal)
Notary Public
Wake County
My Commission Expires
08/30/2017
NORTH CAROLINA

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That David Allen Company, Inc. (the "Lienor") for and in consideration of the payment of the sum of $ 18,334.80 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

This excludes any extra work being performed in the field through the end of the month.

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 31st day of July, 2016, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 23rd day of March, 2017.

Signed, sealed and delivered
in the presence of:

_____
Signature
Diana F. Cole
Print Name

David Allen Company, Inc.
a North Carolina corporation

_____
Signature
Joseph B. Martin, VP
Print Name & Title

STATE OF North Carolina

COUNTY OF Wake

The foregoing instrument was acknowledged before me this 23rd day of March, 2017, by Joseph B. Martin, VP of David Allen Company, Inc., a North Carolina corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

DIANA F. COLE
Notary Public
Wake County
My Commission Expires
08/30/2017
NORTH CAROLINA

_____
NOTARY PUBLIC, STATE OF North Carolina

My Commission Expires: 8/30/2017

Balfour Beatty Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13025000

Date Prepared:	3/20/2017

PRIME SUB'S NAME	David Allen Company, INC.
Attachment for Pay Req #:	3 Revised
for Month Ending:	3/31/2017

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)		Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: *(as noed on releases)*	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
SAMPLE TIER *123 Example Dr* *Somewhere, NC 27607* *919-833-1234*	*yes - PIT*	*NO*	*N/A*		*YES*	*NO*	*$12,123.00*	*4/27/2010*	*3/31/2010*	*PARTIAL*	*FINAL*	*thru March 2010*
Ceramic Technics	No				Yes		$102,101.37	10/21/2016	12/31/2017	PARTIAL		
Daltile	No				YES		$2,507.40	2/27/2017		PARTIAL	FINAL	
Emser Tile	No				YES	NO	$5,989.64	10/21/2016	12/31/2017	PARTIAL		
Jeff Seibert	No				YES		$7,760.	2/23/2016		PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

R - 20234

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

REQUEST FOR PAYMENT

From: DAVID ALLEN CO
PO Box 27705
Raleigh, NC 27611

To: BALFOUR BEATTY CONSTRUCTIC 780
1930 CAMDEN RD
SUITE 280
CHARLOTTE, NC 28203Our t

Invoice: 2302127573
Draw: KS201703Mar
Invoice date: 3/20/2017
Period ending date: 3/31/2017

Contract For:

Request for payment:

Original contract amount	$3,348,828.00	
Approved changes	-$19,085.00	
Revised contract amount		$3,329,743.00
Contract completed to date		$360,571.00
Add-ons to date	$0.00	
Taxes to date	$0.00	
Less retainage	$36,057.10	
Total completed less retainage		$324,513.90
Less previous requests	$306,179.10	
Current request for payment		$18,334.80
Current billing		$20,372.00
Current additional charges	$0.00	
Current tax	$0.00	
Less current retainage	$2,037.20	
Current amount due		$18,334.80
Remaining contract to bill	$3,005,229.10	

Project: SC5-104
Hotel at Marion Souare

Contract date: 5/5/2015

Architect:

Scope:

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner		-19,085.00
Total approved this Month		
TOTALS		-19,085.00
NET CHANGES by Change Order		-19,085.00

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the BALFOUR BEATTY CONSTRUCTION relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.

CONTRACTOR: DAVID ALLEN CO

By: Joseph B Thrush

Date

State Of North Carolina County Of Wake

Subscribed and sworn to before me this 23 day of March, 2017

Notary Public Diana F Cole

My commission expires: 8/30/2017

DIANA F COLE Notary Public Wake County My Commission Expires 08/30/2017

R - 20235

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

REQUEST FOR P. . MENT DETAIL

Project: SC5-104 / Hotel at Marion Square Invoice: 2302127573 Draw: KS201703Mar Period Ending Date: 3/31/2017 Detail Page 2 of 5 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
01001	Submittals	16,744.00	8,372.00	4,186.00		12,558.00	75.00	4,186.00	1,255.80
01002	Mobilization	16,744.00	4,186.00	4,186.00		8,372.00	50.00	8,372.00	837.20
01003	Guest Room Mockups	20,650.00	20,650.00			20,650.00	100.00		2,065.00
01004	Thin Brick at Rooftop Bar	28,800.00						28,800.00	
01005	Kitchen Floors	64,567.00						64,567.00	
01006	Patisserie Tops	15,985.00						15,985.00	
01007	1st Floor Pub Rest Tops	6,860.00						6,860.00	
01008	Lobby Bar Top	12,256.00						12,256.00	
01009	Camelia Bar Feb/Install	3,856.00						3,856.00	
01010	Kitchen Tops	2,970.00						2,970.00	
01011	2nd Floor Public Rest Tops	8,075.00						8,075.00	
01012	Spa Treatment Tops	5,824.00						5,824.00	
01013	Mani Pedi Tops	2,980.00						2,980.00	
01014	Manager Apartment Tops	4,051.00						4,051.00	
01015	6th Floor Concierge Tops	9,254.00						9,254.00	
01016	Rooftop Restroom Tops	4,023.00						4,023.00	
01017	Patisserie Floor - Materials	23,569.00						23,569.00	
01018	Patisserie Floor - Labor	15,197.00						15,197.00	
01019	Spa Retail - Materials	14,563.00						14,563.00	
01020	Spa Retail - Labor	9,390.00						9,390.00	
01021	1st Fl Publ Rest/Vest Tile - M	20,926.00						20,926.00	
01022	1st Fl Publ Rest/Vest Tile - L	13,493.00						13,493.00	
01023	1st Floor Elev Lobby - Matl	5,601.00						5,601.00	
01024	1st Floor Elev Lobby - Labor	3,611.00						3,611.00	
01025	Elevator Cabs - Materials	5,601.00						5,601.00	
01026	Elevator Cabs - Labor	3,611.00						3,611.00	
01027	Camelia Lounge Floor - Matl	73,934.00						73,934.00	
01028	Camelia Lounge Floor - Labor	47,672.00						47,672.00	
01029	Lobby/Concierge Floor - M	84,599.00						84,599.00	
01030	Lobby/Concierge Floor - L	54,548.00						54,548.00	
01031	1st Floor Rotunda - Matl	22,852.00						22,852.00	
01032	1st Floor Rotunda - Labor	14,735.00						14,735.00	
01033	Foyer - Materials	15,459.00						15,459.00	

R - 20236

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

REQUEST FOR PAYMENT DETAIL

Project: SC5-104 / Hotel at Marion Square Invoice: 2302127573 Draw: KS201703Mar Period Ending Date: 3/31/2017 Detail Page 3 of 5 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
01034	Foyer - Labor	9,968.00						9,968.00	
01035	1st Floor Staff Restrooms - M	5,377.00						5,377.00	
01036	1st Floor Staff Restrooms - L	3,467.00						3,467.00	
01037	2nd Floor Public Rest Tile - M	16,355.00						16,355.00	
01038	2nd Floor Public Rest Tile - L	10,546.00						10,546.00	
01039	2nd Floor Spa Toilets - Matl	1,344.00						1,344.00	
01040	2nd Floor Spa Toilets- Labor	867.00						867.00	
01041	2nd Flor Spa Showers - Matl	1,792.00						1,792.00	
01042	2nd Floor Spa Showers - Labo	1,156.00						1,156.00	
01043	Mani Pedi Tile - Material	8,402.00						8,402.00	
01044	Mani Pedi Tile - Labor	5,417.00						5,417.00	
01045	2nd Floor Fitness Restrm - M	1,232.00						1,232.00	
01046	2nd Floor Fitness Restrm - L	795.00						795.00	
01047	2nd Flr Elev Lobbies/Pantry -M	10,440.00						10,440.00	
01048	2nd Flr Elev Lobbies/Pantry -L	6,732.00						6,732.00	
01049	Prefunction Vestibule - Matls	2,240.00						2,240.00	
01050	Prefunction Vestibule - Labor	1,445.00						1,445.00	
01051	2nd Floor Rotunda - Materials	23,189.00						23,189.00	
01052	2nd Floor Rotunda - Labor	14,952.00						14,952.00	
01053	Stair 1 - Materials	13,443.00						13,443.00	
01054	Stair 1 - Labor	8,668.00						8,668.00	
01055	Stair 2 - Materials	13,443.00						13,443.00	
01056	Stair 2 - Labor	8,668.00						8,668.00	
01057	3rd Flr Terrace Merkrete - M	8,497.00	8,497.00			8,497.00	100.00		849.70
01058	3rd Flr Terrace Merkrete - L	19,826.00		8,000.00		8,000.00	40.35	11,826.00	800.00
01059	3rd Flr Terrace Tile - Matls	76,175.00	76,175.00			76,175.00	100.00		7,617.50
01060	3rd Flr Terrace Tile - Labor	49,116.00		4,000.00		4,000.00	8.14	45,116.00	400.00
01061	3rd Flr Elevator Lobby - Matls	3,831.00						3,831.00	
01062	3rd Flr Elevator Lobby - Labor	2,470.00						2,470.00	
01063	3rd Flr Guest Room Floors- M	138,571.00						138,571.00	
01064	3rd Flr Guest Room Floors- L	89,348.00						89,348.00	
01065	3rd Flr Guest Room Walls - M	81,686.00						81,686.00	
01066	3rd Flr Guest Room Walls - L	52,670.00						52,670.00	

R - 20237

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

REQUEST FOR [illegible]MENT DETAIL

Project: SC5-104 / Hotel at Marion Square | Invoice: 2302127573 | Draw: KS201703Mar | Period Ending Date: 3/31/2017 | Detail Page 4 of 5 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
01067	4th Flr Elevator Lobby - Matls	3,831.00						3,831.00	
01068	4th Flr Elevator Lobby - Labor	2,470.00						2,470.00	
01069	4th Flr Guest Room Floors - M	139,041.00						139,041.00	
01070	4th Flr Guest Room Floors - L	89,652.00						89,652.00	
01071	4th Flr Guest Room Walls - M	78,124.00						78,124.00	
01072	4th Flr Guest Room Walls - L	50,373.00						50,373.00	
01073	5th Flr Elevator Lobby - M	3,831.00						3,831.00	
01074	5th Flr Elevator Lobby - L	2,470.00						2,470.00	
01075	5th Flr Guest Room Floors - M	132,051.00						132,051.00	
01076	5th Flr Guest Room Floors - L	85,144.00						85,144.00	
01077	5th Flr Guest Room Walls - M	74,315.00						74,315.00	
01078	5th Flr Guest Room Walls - L	47,917.00						47,917.00	
01079	6th Flr Terrace Merkrete - M	12,745.00						12,745.00	
01080	6th Flr Terrace Merkrete - L	29,740.00						29,740.00	
01081	6th Flr Terrace Tile - Matls	121,499.00	121,499.00			121,499.00	100.00		12,149.90
01082	6th Flr Terrace Tile - Labor	78,340.00						78,340.00	
01083	6th Flr Elevator Lobby - M	5,310.00						5,310.00	
01084	6th Flr Elevator Lobby - L	3,424.00						3,424.00	
01085	6th Flr Guest Room Floors - M	74,360.00						74,360.00	
01086	6th Flr Guest Room Floors - L	47,946.00						47,946.00	
01087	6th Flr Guest Room Walls - M	42,927.00						42,927.00	
01088	6th Flr Guest Room Walls - L	27,678.00						27,678.00	
01089	7th Flr Elevator Lobby - Matls	3,831.00						3,831.00	
01090	7th Flr Elevator Lobby - Labor	2,470.00						2,470.00	
01091	7th Flr Guest Room Floors - M	92,844.00						92,844.00	
01092	7th Flr Guest Room Floors - L	59,864.00						59,864.00	
01093	7th Flr Guest Room Walls - M	57,154.00						57,154.00	
01094	7th Flr Guest Room Walls - L	36,852.00						36,852.00	
01095	8th Flr Elevator Lobby - Matls	3,831.00						3,831.00	
01096	8th Flr Elevator Lobby - Labor	2,470.00						2,470.00	
01097	8th Flr Guest Room Floors - M	96,025.00						96,025.00	
01098	8th Flr Guest Room Floors - L	61,915.00						61,915.00	
01099	8th Flr Guest Room Walls - M	56,750.00						56,750.00	

R - 20238

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

REQUEST FOR PAYMENT DETAIL

Project: SC5-104 / Hotel at Marion Square Invoice: 2302127573 Draw: KS201703Mar Period Ending Date: 3/31/2017 Detail Page 5 of 5 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
01100	8th Flr Guest Room Walls - L	36,592.00						36,592.00	
01101	Rooftop Elevator Lobbies - M	19,089.00						19,089.00	
01102	Rooftop Elevator Lobbies - L	12,308.00						12,308.00	
01103	Rooftop Shower - Materials	4,481.00						4,481.00	
01104	Rooftop Shower - Labor	2,889.00						2,889.00	
01105	Rooftop Bar Floor - Materials	47,049.00						47,049.00	
01106	Rooftop Bar Floor - Labor	30,337.00						30,337.00	
01107	Rooftop Merkrete - Materials	17,380.00						17,380.00	
01108	Rooftop Merkrete - Labor	40,554.00						40,554.00	
01109	Pool Deck/Terrace Tile - Matls	100,820.00	100,820.00			100,820.00	100.00		10,082.00
01110	Pool Deck/Terrace Tile - Labor	65,007.00						65,007.00	
CO 01	Deduct to modify work	-19,085.00						-19,085.00	
Totals		3,329,743.00	340,199.00	20,372.00		360,571.00	10.83	2,969,172.00	36,057.10

R - 20239

ELECTRONICALLY FILED - 2023 May 16 2:03 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

DEFENDANT LIBRARY ASSOCIATES,

LLC'S TRIAL EXHIBIT #130

Part 1 of 3

BBC v. LIBRARY ASSOCIATES

2019-CP-10-01108

PAY APPLICATION #25

ELECTRONICALLY FILED - 2023 May 15 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

OWNER	**LIBRARY ASSOCIATES, LLC.** 17 Lockwood Drive, Suite 400 Charleston, SC 29401	PROJECT	**THE HOTEL AT MARION SQUARE** 404 KING STREET CHARLESTON, SC 29403	APPLICATION PERIOD FROM PERIOD TO	25 04/01/2017 04/30/2017
CONTRACTOR ADDRESS	**Balfour Beatty Construction, LLC** 1930 Camden Rd Charlotte, NC 28203	ARCHITECT ADDRESS PHONE #	**WINFORD LINDSAY ARCHITECT** 344 West Pike Street Lawrenceville, GA 30046 770-407-5796	VENDOR #: ARCHITECT'S PROJECT NO	
CONTRACT	**THE HOTEL AT MARION SQUARE** (Project #13026000)				

DISTRIBUTION TO:

- [X] OWNER
- [X] CONTRACTOR
- [X] ARCHITECT
- [ ] ENGINEERS

CONTRACT DATE	**2/18/2015**
NTP DATE	**3/19/2015**
CONTRACT COMPL DATE	**8/19/2017**

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL		$ 1,560,823.02	
Approved this Month			
No.	Date Approved		
6	05/03/2017	$ 388,761.69	
TOTALS		$ 388,761.69	$ -
Net change by Change Orders		$	1,949,584.71

The undersigned Contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this Appliction 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: **Balfour Beatty Construction, LLC.**

By: _____ Date: 5/12/17

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

1. ORIGINAL CONTRACT SUM		$ 59,344,747.00
2. Net change by Change Orders		$ 1,949,584.71
3. CONTRACT SUM TO DATE (Line 1 + 2)		$ 61,294,331.71
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 40,787,166.89
5. RETAINAGE:		
a.	10 % of Completed Work $ 3,760,972.51	
b.	10 % of Stored Materials $ 6,190.50	
Total Retainage (Line 5a + 5b or Total in Column J of G703)		$ 3,767,163.01
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 37,020,003.88
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 34,346,356.79
8. CURRENT PAYMENT DUE		$ 2,673,647.09
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ 24,274,327.83

State of: South Carolina County of: Charleston

Subscribed and sworn to before me this 12 day of May, 2017

Notary Public: _____

My commission expires: 1-5-2023

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of their 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 $ 2,673,647.09

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

ARCHITECT: WINFORD LINDSAY ARCHITECT

By: J. Faulkinberry Date: 5.18.17

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.

G702-1983

R - 20242

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE #2019CP1001108

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT
containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

CONTINUATION G703

PROJECT #: 1302B000
EST: THE HOTEL AT MARION SQUARE
CHARLESTON, SC
O LIBRARY ASSOCIATES, LLC.

APPLICATION NU: 25
PERIOD FROM: 04/01/2017
PERIOD TO: 04/30/2017

A	B		C				D	E	F	G	H	I	J
LINE		WORK DESCRIPTION	COMMITMENT VALUES				WORK COMPLETED			TOTAL			
			ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	COMPLETE AND STORED TO DATE	% COMPLETE	BALANCE TO FINISH	RETAINAGE
			-1-		-2-	-3-				(D + E)	(F/C3)	(C3 - F)	
1	G/C'S	GENERAL CONDITIONALS (28 months)	3,216,855.00		2,447.00	3,219,302.00	2,757,304.32	114,887.68	-	2,872,192.00	89.2%	347,110.00	287,219.20
2			-		-	-	-	-	-	-	-	-	-
3		SUBCONTRACTS / COST OF WORK				-	-	-	-	-	-	-	-
4	GENERAL					-	-	-	-	-	-	-	-
5	00A	STAGING AND LOGISTICS	821,074.00			821,074.00	473,123.05	81,592.78	-	554,715.84	67.6%	266,358.16	55,471.58
6	01A	GENERAL TRADES	875,833.00			875,833.00	-	-	-	-	0.0%	875,833.00	-
7	SITE					-	-	-	-	-		-	-
8	02A	SITEWORK	1,632,494.00		(16,766.05)	1,615,727.95	1,384,691.00	-	-	1,384,691.00	85.7%	231,036.95	115,687.90
9	02J	HARDSCAPE, LANDSCAPE & IRRIGATION	317,316.00			317,316.00	-	-	-	-	0.0%	317,316.00	-
10	02K	SITE DEMOLITION ALLOWANCE	80,000.00			80,000.00	57,509.27		-	57,509.27	71.9%	22,490.73	5,750.93
11	STRUCTURE					-	-	-	-	-		-	-
12	02L	DEEP FOUNDATIONS	2,228,614.00		(100,000.00)	2,128,614.00	1,778,276.00	-	-	1,778,276.00	83.5%	350,338.00	25,000.00
13	03A	CAST-IN-PLACE CONCRETE	7,337,895.00		152,119.71	7,490,014.71	7,465,283.93	-	-	7,465,283.93	99.7%	24,730.78	746,528.39
14	04A	MASONRY- CMU & CAST STONE	2,378,350.00		(13,022.74)	2,365,327.26	1,601,774.00	330,525.00	-	1,932,299.00	81.7%	433,028.26	193,229.90
15	05A	MISC. METALS	2,474,750.00		22,097.00	2,496,847.00	1,333,571.00	56,550.00	-	1,390,121.00	55.7%	1,106,726.00	139,012.10
16	SHELL					-	-	-	-	-		-	-
17	07A	ROOFING	855,698.00			855,698.00	334,299.77	207,794.77	16,150.00	558,244.54	65.2%	297,453.46	55,824.45
18	07B	WATERPROOFING/ CAULKING	742,900.00		7,463.00	750,363.00	493,387.35	22,988.00	-	516,375.35	68.8%	233,987.65	51,637.54
19	07E	STUCCO	913,038.00		147,246.36	1,060,284.36	129,034.59	31,175.92	-	160,210.51	15.1%	900,073.85	16,021.05
20	007F	FIREPROOFING	7,580.00			7,580.00	-	-	-	-	0.0%	7,580.00	-
21	07X	FIRESTOPPING	20,000.00			20,000.00	-	-	-	-	0.0%	20,000.00	-
22	08F	GLASS (Hopes Jamestown Painted Steel Storefront)	1,283,597.00			1,283,597.00	252,918.00	-	-	252,918.00	19.7%	1,030,679.00	25,291.80
23	08H	INTERIOR GLAZING	1,154,577.00		926,818.50	2,081,395.50	1,407,130.00	-	-	1,407,130.00	67.6%	674,265.50	140,713.00
24	08I	WINDOWS	740,395.00		(740,395.00)	-	-	-	-	-	#DIV/0!	-	-
25	13C	FABRIC AWNINGS	12,000.00			12,000.00	-	-	-	-	0.0%	12,000.00	-
26	INTERIORS					-	-	-	-	-	#DIV/0!	-	-
27	04A	MASONRY- INTERIOR CAST STONE	250,000.00		(250,000.00)	-	-	-	-	-	#DIV/0!	-	-
28	05A	INTERIORS ORNAMENTAL METALS	230,000.00			230,000.00	-	-	-	-	0.0%	230,000.00	-
29	05A	ROUGH CARPENTRY	211,677.00			211,677.00	92,041.05	61,139.33	-	153,180.38	72.4%	58,496.62	15,318.04
30	08D	DOORS, FRAMES, AND HARDWARE	1,606,746.00		(14,113.28)	1,592,632.72	135,753.27	67,853.00	-	203,406.27	12.8%	1,389,226.45	20,340.63
31	08R	SPECIAL DOORS	359,997.00			359,997.00	14,000.00	-	-	14,000.00	3.9%	345,997.00	1,400.00
32	08X	SMOKE CONTAINMENT BARRIER	13,353.00			13,353.00	-	-	-	-	0.0%	13,353.00	-
33	09A	METAL STUD FRAMING & DRYWALL / ACCOUSTICAL CEILINGS	3,717,093.00		249,085.00	3,966,178.00	2,486,955.35	551,849.28	-	3,038,804.63	76.6%	927,573.37	303,880.46
34	10A	SPECIALTIES	606,681.00			606,681.00	27,770.00	-	-	27,770.00	4.6%	578,911.00	2,777.00
35	10C	OPERABLE PARTITIONS	83,437.00			83,437.00	5,000.00	15,875.00	-	20,875.00	25.0%	62,562.00	2,087.50
36	11A	EQUIPMENT (PARKING LIFTS)	481,755.00			481,755.00	90,702.20	-	-	90,702.20	18.8%	391,052.80	9,070.22
37	11B	KITCHEN EQUIPMENT	-	-	984,873.00	984,873.00	857,656.97	-		857,656.97	87.1%	127,216.03	85,765.70
38	13A	POOL	355,864.00		32,450.00	388,314.00	287,560.00	-	-	287,560.00	72.2%	110,754.00	28,756.00
39	14A	ELEVATORS	1,475,219.00			1,475,219.00	773,772.00	356,011.00	-	1,129,783.00	76.6%	345,436.00	112,978.30
40	14B	WHEEL CHAIR LIFT	15,000.00			15,000.00	-	-	-	-	0.0%	15,000.00	-
41													
42	MEP					-				-			
43	15B	HVAC & PLUMBING	8,018,142.00		59,200.00	8,077,342.00	7,057,896.80	163,763.17	-	7,221,659.97	89.4%	855,682.03	722,166.00
44	15D	FIRE PROTECTION	466,920.00			466,920.00	388,361.50	10,060.50	-	398,422.00	85.3%	68,498.00	39,842.20
45	16A	ELECTRICAL	3,963,792.00		79,151.86	4,042,943.86	3,189,499.61	521,121.37	-	3,710,620.98	91.8%	332,322.88	371,062.10
46	FINISHES									-			
47	09B	FINISH CARPENTRY & CUSTOM MILLWORK	2,105,485.00	-	-	2,105,485.00	337,916.00	73,079.00	45,755.00	456,750.00	21.7%	1,648,735.00	45,675.00
48	09B	FLOORING	397,147.00	-	(19,095.00)	378,052.00	-	-	-	-	0.0%	378,052.00	-
49	09D	PAINTING & WALLCOVER	619,814.00	-	11,480.00	631,294.00	67,114.48	-	-	67,114.48	10.6%	564,179.52	6,711.45
50	09E	STONE & HARD TILE	3,568,850.00	-	-	3,568,850.00	360,571.00	50,086.00	-	410,657.00	11.5%	3,158,193.00	41,065.70
51	OCO 1	RCO 1, RCO 4, RCO 5, RCO 6, RCO 8, RCO 10, RCO 12	-	274,953.15	(169,229.80)	105,723.35	-	-	-	-	0.0%	105,723.35	-
52	OCO 2	RCO 3, RCO 7, RCO 11, RCO 15, RCO 32,	-	80,241.74	(80,827.77)	(586.03)	-	-	-	-	0.0%	(586.03)	-
53	OCO 3	RCO 14, RCO 27R1, RCO 9R1, RCO 20R1	-	1,048,791.54	(1,048,791.54)	-	-	-	-	-	#DIV/0!	-	-
54	OCO 4	RCO 17R1, RCO 40	-	12,874.68	(12,874.68)	-	-	-	-	-	#DIV/0!	-	-
55	OCO 5	RCO 22, RCO 28, RCO 33, RCO 47, RCO 50, RCO53, RCO 56, RCO 58, RCO 77, RCO 81		65,161.71	(170,311.57)	(105,149.86)	-	-	-	-	0	(105,149.86)	-
56	OCO 6	RCO 35, RCO 36, RCO 39, RCO 45, RCO 48, RCO 51, RCO 52, RCO 85, RCO 87, RCO 95		369,310.84	(39,014.00)	330,296.84	-	-	-	-	0	330,296.84	-
57	OCO 7												
		SUBTOTAL	55,649,938.00	1,851,333.66	-	57,501,271.66	35,640,874.52	2,715,951.80	61,905.00	38,418,731.32	66.8%	19,082,540.34	3,667,264.13

R - 20243

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE# 2019CP1001108

CONTINUATION SHEET

CONTINUATION G703

APPLICATION AND CERTIFICATE FOR PAYMENT
containing Contractor's signed certification is attached
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

PROJECT #: 13026000
OWNER: THE HOTEL AT MARION SQUARE
CHARLESTON, SC
0 LIBRARY ASSOCIATES, LLC.

APPLICATION NUMBER: 25
PERIOD FROM: 04/01/2017
PERIOD TO: 04/30/2017

A	B	C				D	E	F	G	H	I	J
		COMMITMENT VALUES				WORK COMPLETED			TOTAL			
LINE	WORK DESCRIPTION	ORIGINAL AMOUNT	CHANGE ORDERS	BUDGET TRANSFERS	CURRENT AMOUNT	FROM PREVIOUS APPLICATION	THIS PERIOD	STORED MATERIALS	COMPLETE AND STORED TO DATE (D + E)	% COMPLETE (F/C3)	BALANCE TO FINISH (C3 - F)	RETAINAGE
		-1-	-2-		-3-							
58	CONSTRUCTION CONTINGENCY (2.25%)	1,060,688.00	-	-	1,060,688.00	-	-	-	-	0.0%	1,060,688.00	-
59	SPECIALTY SPACE SUPERVISION - NBM	100,000.00	-	-	100,000.00	-	-	-	-	0.0%	100,000.00	-
60	GENERAL LIABILITY INSURANCE (1%)	595,280.00	21,080.21	-	616,360.21	612,186.95	4,173.26	-	612,186.95	99.3%	4,173.26	-
61	SUBGUARD (1.25%)	670,160.00	25,336.80	-	695,496.80	690,480.85	5,015.95	-	690,480.85	99.3%	5,015.95	-
	SUBTOTAL	58,076,066.00	1,897,750.67	-	59,973,816.67	36,943,542.32	2,725,141.01	61,905.00	39,721,399.12	66.2%	20,252,417.55	3,667,264.13
62	FEE (2.5%)	1,451,902.00	51,834.04		1,503,736.04	814,312.62	184,676.15		998,988.77	66.4%	504,747.27	99,898.88
	TOTAL CONSTRUCTION COST	59,527,968.00	1,949,584.71	-	61,477,552.71	37,757,854.94	2,909,817.16	61,905.00	40,720,387.89	66.2%	20,757,164.82	3,767,163.01
63	PRECONSTRUCTION FEE	66,779.00			66,779.00	66,779.00	-		66,779.00	100.0%	-	-
	TOTAL COST WITH PRECON	59,594,747.00	1,949,584.71	-	61,544,331.71	37,824,633.94	2,909,817.16	61,905.00	40,787,166.89	66.3%	20,757,164.82	3,767,163.01
64	BUYOUT REDUCTION CONTRIBUTION	(250,000.00)			(250,000.00)				-	0.0%	(250,000.00)	-
	GRAND TOTAL	59,344,747.00	1,949,584.71	-	61,294,331.71	37,824,633.94	2,909,817.16	61,905.00	40,787,166.89	66.5%	20,507,164.82	3,767,163.01

R - 20244

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Contractor's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That Balfour Beatty Construction, LLC (the "Lienor") for and in consideration of the payment of the sum of $ 2,673,647.09 and other good and valuable consideration paid by Library Associates, LLC, a South Carolina limited liability company (the "Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Owner and all of its successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows: RCO's 18, 25, 26R3, 38, 49R2, 57, 58, 59, 61, 64, 67, 70, 73, 78, 80, 82, 84, 88, 90, 91, 92, 95, 96, 97, 98, 99, 100, 101, 111, 113, 115

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 30 day of April, 2017, excluding the items identified herein above, if any.

The current Contract Sum is: $ 61,294,331.71
The cumulative amount paid to Contractor to date is: $ 34,346,356.79

THE UNDERSIGNED ACKNOWLEDGES THAT THE OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 12 day of May, 2017

Signed, sealed and delivered
in the presence of:

Signature

Brad C Graham
Print Name

Balfour Beatty Construction, LLC
a Delaware limited liability company

Signature

Shanti Pieniak project coordinator
Print Name & Title

STATE OF SC

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 12 day of May, 2017 by Shanti Pieniak of Balfour Beatty Construction a Delaware limited liability company, on behalf of the company. He/she is personally known to me or has produced SC Drivers Lic (type of identification) as identification.

NOTARY PUBLIC, STATE OF SC
My Commission Expires: 1-8-2025

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Jennifer Faulkinberry

From: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Sent: Monday, May 15, 2017 6:03 PM
To: Steve Eifert; James Clements; Spano, Tim; Sandeen, Jeff; Jennifer Faulkinberry; Christine Spence; Brian Rinehart; Marc Cerino; Karen Jenkins; Marty Wall; Denney, Brandon; Taylor Walker; Pieniak, Shanti; Debra Robinson; Dale, Marty; Dooley, Alec
Cc: Kim Brown; Melissa Pense; Tracy Ray; Buck Lindsay; ashepard@shepconsult.com; Heafer, Nancy
Subject: RE: Marion Hotel _Agenda and Meeting Minutes and Exhibits (and AFP #25)

All,

OCO 06 is for $388,761.69. The actual subcontractor cost of work is $369,310.84 and BBC markup (GL, Subguard, & Fee) constitutes the rest of the change order ($19,450.85). Line items 60, 61, and 62 on the G703 continuation sheet are for markups. Those line items have a change order column so we have been adding the change order markups to that column. Here is a breakdown of the $19,450.85 in OCO 06 markups.

OCO 06 - Subcontractor cost	$369,310.84
Line 60 – General Liability @1.00%	$4,173.27
Line 61 – Subguard @ 1.25%	$5,015.95
Line 62 – Fee @ 2.5%	$10,261.63
Total	$388,761.69

To be clear, we are not billing for claims or open change orders. We are required by contract to include unresolved claims and request for change orders so Old North State is doing so.

If there is another way the team would like us to present the Pay Application and mark up, let's get back on a call to discuss. I want to make this as transparent and seamless as possible.

Thanks,

Nick Starcevic | Project Manager
mobile: 704-361-3265 | email: NStarcevic@Balfourbeattyus.com
Balfour Beatty Construction | 306 Meeting St. Suite 300, Charleston, SC 29401

www.balfourbeattyus.com | Facebook | Twitter | YouTube | LinkedIn

Balfour Beatty Construction

Build to Last
Lean. Expert. Trusted. Safe.

From: Starcevic, Nicholas
Sent: Monday, May 15, 2017 3:05 PM
To: 'Steve Eifert' <seifert@shepconsult.com>; James Clements <jclements@matrixse.com>; Spano, Tim <timspano@Balfourbeattyus.com>; Sandeen, Jeff <JSandeen@Balfourbeattyus.com>; Jennifer Faulkinberry <JFaulkinberry@lpbatlanta.com>; Christine Spence <CSpence@lpbatlanta.com>; Brian Rinehart

Balfour Beatty
Construction

Owner – Architect Notification Log - April 2017

The Hotel at Marion Square

Delay Notification Log

1. CETCO added Detail Delay at CAP Beam	Submitted – time extension rejected
2. MOD 1 & 2 Delay	Submitted – time extension rejected
1000 Year Storm 20 Day Delay	Closed – Approved, RCO 027
3. Design & BIM Conflict Delay	Submitted – notification of design delays
4. MOD 3 Design Change Delay	Submitted – notification of design delays
5. WITHDRAWN	
6. Notification of Delay – Guestroom Finishes	Submitted – notification of possible impact submitted, no days requested
7. Level 6 Structure Delay	Submitted - Architect response received, mediation pending
a. Amendment pending to include L8 and L9	Amendment to Notice 07, BBC to submit.
8. Hurricane Matthew Delay	Submitted – No response received
9. Hurricane Matthew Emergency Prep Cost Notice	Closed – No extension granted
10. Notification of Delay – Guestroom Plumbing Fixtures	Notice submitted, BBC to reconcile impact
11. Notification of Delay – Elevator Finish Selection	Notice submitted, BBC to reconcile impact
12. Notification of Delay and Cost Impact – OFCI Light Fixtures	Notice submitted, BBC to reconcile impact once all information is received
13. Notification of Delay and Cost Impact – Patisserie	Notice submitted, BBC to reconcile impact

R - 20247

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Stored Materials Inventory

Form #4b

BORROWER:	Library and Associates, LLC	DATE:	4/25/2017
PROJECT NAME:	The Hotel at Marion Square	DRAW #	25
GENERAL CONTRACTOR	Balfour Beatty Construction, LLC	PERIOD ENDING DATE:	4/30/2017

Item No.	Trade	Location of Storage	Subcontractor or Material Supplier	Opening Inventory	Inventory Additions This Period	Inventory Usage This Period	Closing Inventory	Retainage Required
	Misc Steel	Kyle, TX	MSI, Inc	$0.00	$0.00	$0.00	$0.00	$0.00
	Pools	New Albany, IN	Chester Pools	$77,350.00	$0.00	$0.00	$77,350.00	$7,735.00
	Roofing	Raleigh, NC	Baker Roofing	$227,174.00	$16,150.00	$0.00	$243,324.00	$24,332.40
	Decorative Metal	White House, TN	Tate Ornamental	$7,500.00	$0.00	$0.00	$7,500.00	$750.00
	Electrical	N. Charleston, SC	Watson Electrical	$447,087.00	$0.00	$143,000.00	$304,087.00	$30,408.70
	Millwork (Guestrooms)	Ladson, SC	Low Country	$134,973.00	$22,617.00	$0.00	$157,590.00	$15,759.00
	Millwork (L1, L2, L9)	Ladson, SC	Low Country	$167,789.00	$23,138.00	$74,569.00	$116,358.00	$11,635.80
	Hard Tile	Lexington, SC	David Allen	$340,199.00	$0.00	$0.00	$340,199.00	$34,019.90
	Kitchen Equipment	Winston Salem, NC	Trimark	$628,983.54	$0.00	$0.00	$628,983.54	$62,898.35
	Windows	York, PA	1st Choice Glass	$0.00	$0.00	$0.00	$0.00	$0.00
	HVAC / Plumbing	Florence, SC	BMCC	$93,374.02	$0.00	$0.00	$93,374.02	$9,337.40
TOTALS/SUBTOTALS								

R - 20248

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request # PE11
Work Performed Through: 04/30/17

Subcontractor's Name: Sunbelt Rentals
Subcontractor's Address: PO Box 409211
Atlanta GA 30384-9211

Phone Number: 615-248-6060
Fax Number:

Project Name: Hotel at Marion Square
Owner: Library & Associates
Job No.: 13026400
Date: 04/04/17

Description of Work: Scaffold Stairs

Original Contract Amount	$10,000.00	
Change Order Total	$58,401.48	
Through C/O #: 0		
Total Revised Contract	$68,401.48	
Previous Work Performed to Date(SSR)	$56,906.10	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$11,495.38	
New Work Performed to Date	$68,401.48	
Less 0 % Retainage	$0.00	
Amount Earned to Date	$68,401.48	
Less Previous Net Billings	$56,906.10	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$11,495.38	

Subcontract [X] Purchase Order [ ]

Other Contract Type

Unit Price [ ] Lump Sum [X]
Bonded [ ] Unbonded [X]

Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [X]	N [ ]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]

Insurance Status: Finaled
Insurance Expiration Date: 09/30/17

Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site If yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

Owner Billing Number: N/A
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #:

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	118532	13026400	564283

Date	Invoice #	Description
04/30/17	13026400 - PE11	13026400 . PE# PE11 . 170430

Gross Amount	Retainage Amt	Net Amount
$11,495.38	$574.77	$11,495.38

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400 30160500.35	NO

Hall Codes: 03- Cond Prog

Approvals:
PM / Date
CA 04/12/2017
PA / Date
APA / Date

EXHIBIT A

Sunbelt Rentals

FRANKLIN PARK

JOB#: 13026400 CONTRACT#: 564283 PAY APP# : 0

April 30, 2017

INVOICE DATE	INVOICE #	PREVIOUSLY PAID INVOICES	CURRENT INVOICES DUE	COMMENTS
1/19/2016	57204391-003	$ 4,754.22		PE#01
1/27/2016	57928410-001	$ 240.30		PE#01
3/2/2016	57204391-005	$ 1,035.91		PE#01
3/4/2016	58699933-001	$ 1,883.25		PE#01
3/30/2016	57204391-007	$ 1,035.91		PE#01
6/30/2016	60300643-001	$ 5,332.00		PE#02
6/29/2016	61446005-001	$ 1,050.84		PE#02
3/23/2016	57204391-006	$ 240.30		PE#02
4/12/2016	57204391-008	$ 2,032.95		PE#02
5/3/2016	60048414-001	$ 471.98		PE#02
5/31/2016	59894968-001	$ 2,134.95		PE#02
7/30/2016	62123476-002	$ 2,754.40		PE#03
7/29/2016	62181699-001	$ 931.18		PE#03
8/24/2016	60300643-003	$ 1,818.21		PE04
9/21/2016	60300643-004	$ 1,818.21		PE05
9/22/2016	62123476-004	$ 791.15		PE05
9/30/2016	63777209-001	$ 647.50		PE05
10/19/2016	60300643-006	$ 1,818.21		PE05
10/20/2016	62123476-005	$ 791.15		PE05
10/31/2016	60300643-007	$ 2,821.77	$ -	PE06
11/16/2016	60300643-008	$ 2,160.77		PE07
11/17/2016	62132476-006	$ 791.15	$ -	PE07
11/22/2016	64870880-002	$ 3,053.16	$ -	PE07
12/14/2016	60300643-009	$ 3,416.60		PE08
12/15/2016	62123476-007	$ 791.15		PE08
1/6/2017	64870880-003	$ 774.43		PE08
1/12/2017	62123476-008	$ 791.15		PE09
1/23/2017	64870880-004	$ 498.02		PE09
2/8/2017	60300643-011	$ 3,416.60		PE09
2/9/2017	62123476-010	$ 791.15		PE09
2/28/2017	67222392-001	$ 1,809.78		PE10-March
3/8/2017	60300643-014	$ 3,416.60		PE10-March
3/9/2017	62123476-011	$ 791.15		PE10-March
3/24/2017	60300643-016		$ 976.24	PE11-April
3/31/2017	60300643-017		$ 3,406.88	PE11-April
4/6/2017	62123476-012		$ 791.15	PE11-April
1/11/2017	60300643-010		$ 3,416.60	PE11-April
1/30/2017	64870880-005		$ 200.73	PE11-April
1/30/2017	66531789-001		$ 2,703.78	PE11-April
		$ 56,906.10		

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

SUNBELT RENTALS

SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

RECEIVED
APR 17 2017
By

INVOICE NO.	62123476-012
ACCOUNT NO.	187039
INVOICE DATE	4/06/17
PAGE	1 of 2

INVOICE TO

1oz - 628 - 798
BBC-CHARLOTTE-MAIN OFFICE ONLY
1930 CAMDEN RD
CHARLOTTE NC 28203-4777

RECEIVED BY: RICCI, DAN
CONTRACT NO.: 62123476
PURCHASE ORDER NO: 13026000
JOB NO.: 16072K0156

JOB ADDRESS
MARION SQUARE HOTEL GARAGE
MARION SQUARE
CHARLESTON, SC 29401

704-400-2290

BRANCH
CHARLESTON SCAFFOLDING PC072
2291 TECHINCAL PARKWAY
NORTH CHARLESTON, SC 29406
843-747-9158

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
8	TP PIN					N/C
10	PLY48 PLYWOOD 4'X8' SHEET					N/C
4	PLY48 PLYWOOD 4'X8' SHEET					N/C
4	AB11 ALUMA BEAM 6 1/2"X11'0"					N/C
24	AB12 ALUMA BEAM 6 1/2"X12'0"					N/C
1	SRSYSTEM SCAFFOLD RENTAL SYSTEMS	729.17	26.05	182.35	729.17	729.17
4	BB310 BAY BRACE 3' 10"					N/C
8	BB10 BAY BRACE 10'0"					N/C
8	BBC BAY BRACE CLAMP ON					N/C
19	HL10 HORIZONTAL LEDGER 10'0"					N/C
3	SLT10 TRUSSED LEDGER 10'0"					N/C
6	EBC BASE COLLAR					N/C
8	EV99 VERTICAL STANDARD 9'9"					N/C
16	HL21 HORIZONTAL LEDGER 2' 1 1/2"					N/C
16	HL310 HORIZONTAL LEDGER 3'10"					N/C
2	DTL28 DOUBLE TRUSS LEDGER 28'					N/C
16	SDB SYSTEM DOUBLE COUPLER					N/C
8	PAD PLANK, JACK PAD (MUD SILL)					N/C

Continued on Next Page

Eq pment. Service. Guaranteed.

SUBTOTAL	
SALES TAX	SEE LAST PAGE
INVOICE TOTAL	

REMIT TO:
SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

NET DUE UPON RECEIPT
Invoices not paid within 30 days may be subject to a 1-½% per month charge

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

SUNBELT RENTALS

SEND ALL PAYMENTS TO:

SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE NO.	62123476-012
ACCOUNT NO.	187039
INVOICE DATE	4/06/17
PAGE	2 of 2

INVOICE TO

toz - 628 - 799
BBC-CHARLOTTE-MAIN OFFICE ONLY
1930 CAMDEN RD
CHARLOTTE NC 28203-4777

RECEIVED BY: RICCI, DAN
CONTRACT NO.: 62123476
PURCHASE ORDER NO:
JOB NO.: 13026000
BRANCH: 16072K0156

JOB ADDRESS

MARION SQUARE HOTEL GARAGE
MARION SQUARE
CHARLESTON, SC 29401

704-400-2290

CHARLESTON SCAFFOLDING PC072
2291 TECHINCAL PARKWAY
NORTH CHARLESTON, SC 29406
843-747-9158

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
4	PAD PLANK, JACK PAD (MUD SILL)					N/C
12	WP4 PLANK, WOOD 4'X10"X2"					N/C
3	WP4 PLANK, WOOD 4'X10"X2"					N/C
12	WP8 PLANK, WOOD 8'X10"X2"					N/C
15	WP16 PLANK, WOOD 16'X10"X2"					N/C
8	ASB1.9 SCREWJACK W/BASE PLATE 22"					N/C
	Rental Sub-total:					729.17
QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount

BILLED FOR FOUR WEEKS 3/09/17 THRU 4/05/17.

Equipment. Service. Guaranteed.

SUBTOTAL	729.17
SALES TAX	61.98
INVOICE TOTAL	791.15

REMIT TO:

SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

NET DUE UPON RECEIPT

Invoices not paid within 30 days may be subject to a 1-½% per month charge.

R - 20252

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

SUNBELT RENTALS

SEND ALL PAYMENTS TO:

SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE NO.	60300643-016
ACCOUNT NO.	187039
INVOICE DATE	3/24/17
PAGE	1 of 4

RECEIVED
APR 03 2017
By

INVOICE TO

2oz - 6107 - 7838
BBC-CHARLOTTE
1930 CAMDEN RD
CHARLOTTE NC 28203-4777

RECEIVED BY	CONTRACT NO
RICCI, DAN	60300643
PURCHASE ORDER NO	
13026000	
JOB NO.	
16072K0156	
BRANCH	

JOB ADDRESS

MARION SQUARE HOTEL GARAGE
MARION SQUARE
CHARLESTON, SC 29401

704-400-2290

CHARLESTON SCAFFOLDING PC072
2291 TECHINCAL PARKWAY
NORTH CHARLESTON, SC 29406
843-747-9158

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1	TBW TOEBOARD WOOD 4' TO 16'					N/C
	Billed from 3/08/17 thru 3/15/17					
6	TBW TOEBOARD WOOD 4' TO 16'					N/C
6	TBW TOEBOARD WOOD 4' TO 16'					N/C
4	TBW TOEBOARD WOOD 4' TO 16'					N/C
4	TBW TOEBOARD WOOD 4' TO 16'					N/C
1	TSSR SCAFFOLD RACK					N/C
25	TP PIN					N/C
20	TP PIN					N/C
10	TP PIN					N/C
19	TP PIN					N/C
1	WW WELL WHEEL					N/C
1	PLY48 PLYWOOD 4'X8' SHEET					N/C
2	PLYMISC PLYWOOD MISC SIZE					N/C
3	PLYMISC PLYWOOD MISC SIZE					N/C
1	DAVIT					N/C
1	GRGA SWING GATE ADJUSTABLE					N/C
1	SRSYSTEM SCAFFOLD RENTAL SYSTEMS	1675.77	59.85	418.95	1675.77	478.80

Vendor #_____ PA_____

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
_____	_____	_____	$_____
_____	_____	_____	$_____

MGR APPROVAL _____

LESS Retainage Withheld $_____

Net Amount Due $_____

Continued on Next Page

Equipment. Service. Guaranteed.

SUBTOTAL	
SALES TAX	SEE LAST PAGE
INVOICE TOTAL	

EMIT TO:

UNBELT RENTALS, INC.
O BOX 409211
TLANTA, GA 30384-9211

NET DUE UPON RECEIPT

Invoices not paid within 30 days may be subject to a 1-½% per month charge.

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

SUNBELT RENTALS

SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE NO.	60300643-016
ACCOUNT NO.	187039
INVOICE DATE	3/24/17

INVOICE TO

2oz - 6107 - 7839
BBC-CHARLOTTE
1930 CAMDEN RD
CHARLOTTE NC 28203-4777

RECEIVED BY: RICCI, DAN
CONTRACT NO: 60300643
PURCHASE ORDER NO: 13026000
JOB NO.: 16072K0156
BRANCH:

CHARLESTON SCAFFOLDING PC072
2291 TECHINCAL PARKWAY
NORTH CHARLESTON, SC 29406
843-747-9158

JOB ADDRESS

MARION SQUARE HOTEL GARAGE
MARION SQUARE
CHARLESTON, SC 29401

704-400-2290

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
	**********					
	Partial scaffold rent. One stair unit.					
	**********					
1	SRSYSTEM SCAFFOLD RENTAL SYSTEMS		52.62	368.34	1473.17	420.96
	**********					
	RENTAL FOR EQUIPMENT USED ON STAIR TOWER STARTING ON 5TH LEVEL.					

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
	**********					
1	SPIGSA SPIGOT WITH CLAMP					N/C
11	EBC BASE COLLAR					N/C
6	EBC BASE COLLAR					N/C
2	EV33 VERTICAL STANDARD 3'3"					N/C
1	EV66 VERTICAL STANDARD 6'6"					N/C
13	HL21 HORIZONTAL LEDGER 2' 1 1/2"					N/C
1	HL36 HORIZONTAL LEDGER 3'6"					N/C
18	HL36 HORIZONTAL LEDGER 3'6"					N/C
16	HL36 HORIZONTAL LEDGER 3'6"					N/C
20	HL36 HORIZONTAL LEDGER 3'6"					N/C
20	HL36 HORIZONTAL LEDGER 3'6"					N/C

Continued on Next Page

Eq pment. Service. Guaranteed.

SUBTOTAL	
SALES TAX	
INVOICE TOTAL	SEE LAST PAGE

EMIT TO:

JNBELT RENTALS, INC.
O BOX 409211
TLANTA, GA 30384-9211

NET DUE UPON RECEIPT

Invoices not paid within 30 days may be subject to a 1-½% per month charge.

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

SUNBELT RENTALS

SEND ALL PAYMENTS TO:

SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE NO.	60300643-016
ACCOUNT NO.	187039
INVOICE DATE	3/24/17

INVOICE TO

2oz - 6107 - 7840
BBC-CHARLOTTE
1930 CAMDEN RD
CHARLOTTE NC 28203-4777

RECEIVED BY	RICCI, DAN
CONTRACT NO.	60300643
PURCHASE ORDER NO.	
	13026000
JOB NO.	
	16072K0156
BRANCH	

JOB ADDRESS

MARION SQUARE HOTEL GARAGE
MARION SQUARE
CHARLESTON, SC 29401

704-400-2290

CHARLESTON SCAFFOLDING PC072
2291 TECHINCAL PARKWAY
NORTH CHARLESTON, SC 29406
843-747-9158

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
5	HL310 HORIZONTAL LEDGER 3'10"					N/C
6	HL310 HORIZONTAL LEDGER 3'10"					N/C
6	HL310 HORIZONTAL LEDGER 3'10"					N/C
14	HL310 HORIZONTAL LEDGER 3'10"					N/C
10	HL310 HORIZONTAL LEDGER 3'10"					N/C
14	HL310 HORIZONTAL LEDGER 3'10"					N/C
5	RAC RIGHT ANGLE CLAMP (DUAL PURPOSE)					N/C
4	RAC RIGHT ANGLE CLAMP (DUAL PURPOSE)					N/C
8	RAC RIGHT ANGLE CLAMP (DUAL PURPOSE)					N/C
12	PAD PLANK, JACK PAD (MUD SILL)					N/C
5	PAD PLANK, JACK PAD (MUD SILL)					N/C
10	PAD PLANK, JACK PAD (MUD SILL)					N/C
14	PAD PLANK, JACK PAD (MUD SILL)					N/C
QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
6	PAD PLANK, JACK PAD (MUD SILL)					N/C
8	WP6 PLANK, WOOD 6'X10"X2"					N/C
3	AP7 PLANK, ALUM 7'0"X19"					N/C
1	EST32 STAIR TREAD 32" (EIW)					N/C

Continued on Next Page

Equipment. Service. Guaranteed.

SUBTOTAL	
SALES TAX	SEE LAST PAGE
INVOICE TOTAL	

EMIT TO:

UNBELT RENTALS, INC.
O BOX 409211
TLANTA, GA 30384-9211

NET DUE UPON RECEIPT

Invoices not paid within 30 days may be subject to a 1-½% per month charge.

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

SUNBELT RENTALS

SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

RECEIVED
APR 03 2017
By

INVOICE NO.	60300643-016
ACCOUNT NO.	187039
INVOICE DATE	3/24/17

PAGE 4 of 4

INVOICE TO

2oz - 6107 - 7841
BBC-CHARLOTTE
1930 CAMDEN RD
CHARLOTTE NC 28203-4777

RECEIVED BY	CONTRACT NO.
RICCI, DAN	60300643

PURCHASE ORDER NO.
13026000

JOB NO.
16072K0156

JOB ADDRESS
MARION SQUARE HOTEL GARAGE
MARION SQUARE
CHARLESTON, SC 29401

704-400-2290

BRANCH
CHARLESTON SCAFFOLDING PC072
2291 TECHINCAL PARKWAY
NORTH CHARLESTON, SC 29406
843-747-9158

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
7	ASB1.9 SCREWJACK W/BASE PLATE 22"					N/C
6	ASB1.9 SCREWJACK W/BASE PLATE 22"					N/C
	Rental Sub-total:					899.76

Billing period: 3/08/17 08:00 AM THRU 3/15/17 05:00 PM.

Eq pment. Service. Guaranteed.

SUBTOTAL	899.76
SALES TAX	76.48
INVOICE TOTAL	976.24

EMIT TO:

INBELT RENTALS, INC.
O BOX 409211
TLANTA, GA 30384-9211

NET DUE UPON RECEIPT
Invoices not paid within 30 days may be subject to a 1-½% per month charge.

R- 20256

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

SUNBELT RENTALS

SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

RECEIVED
APR 10 2017
By

INVOICE NO.	60300643-017
ACCOUNT NO.	187039
INVOICE DATE	3/31/17
PAGE	1 of 1

INVOICE TO

2oz - 6348 - 8302
BBC-CHARLOTTE-MAIN OFFICE ONLY
1930 CAMDEN RD
CHARLOTTE NC 28203-4777

JOB ADDRESS
MARION SQUARE HOTEL GARAGE
MARION SQUARE
CHARLESTON, SC 29401

704-400-2290

RECEIVED BY	RICCI, DAN
CONTRACT NO	60300643
PURCHASE ORDER NO	13026000
JOB NO.	16072K0156

BRANCH
CHARLESTON SCAFFOLDING PC072
2291 TECHINCAL PARKWAY
NORTH CHARLESTON, SC 29406
843-747-9158

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1	TP PIN Billed from 3/08/17 thru 3/31/17					N/C

SALES ITEMS:

Qty	Item number	Unit	Price	Amount
1	DLABOR 2218XXX050 DLABOR ********** Labor to dismantle scaffold completed on 03-17-17. **********	EA	3000.000	3000.00
1	FREIGHT-SCF FREIGHT EQUIPMENT MOVEMENT ********** Return freight charge completed on 03-17-17 by Doug W. **********	EA	375.000	375.00

FINAL BILL: 3/08/17 08:00 AM THRU 3/31/17 05:00 PM.

Eq pment. Service. Guaranteed.

EMIT TO:

JNBELT RENTALS, INC.
O BOX 409211
TLANTA, GA 30384-9211

NET DUE UPON RECEIPT
Invoices not paid within 30 days may be subject to a 1-½% per month charge

SUBTOTAL	3,375.00
SALES TAX	31.88
INVOICE TOTAL	3,406.88

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

SUNBELT RENTALS

Date 4/20/17
Time: 12:17

Email

SUNBELT RENTALS

Invoice #... 64870880-005

To: *NET 60-NO CALLS- REGION 3

CASHE@BALFOURBEATTYUS.COM

Company: BBC-CHARLOTTE-MAIN OFFICE ONLY

Message:

From: ROBIN LASHLEY

Location: CREDIT - COLUMBUS PC881

Phone: 877-677-3687

Fax #: 803-578-6678

If you have a problem with this transmission please call the number listed above.

SUNBELT RENTALS

INVOICE

SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE NO.	64870880-005
ACCOUNT NO.	187039
INVOICE DATE	1/30/17
PAGE	1

INVOICE TO

BBC-CHARLOTTE-MAIN OFFICE ONLY
1930 CAMDEN ROAD
CHARLOTTE, NC 28203

JOB ADDRESS

MARION SQUARE HOTEL GARAGE
MARION SQUARE
CHARLESTON, SC 29401

C#: 704-319-4000 J#: 704-400-2290

RECEIVED BY	CONTRACT NO.
RICCI, DAN	64870880

PURCHASE ORDER NO.
13026000

JOB NO.
16072K0156

BRANCH
072 CHARLESTON SCAFFOLDING PC072

2291 TECHINCAL PARKWAY
NORTH CHARLESTON, SC 29406
843-747-9158

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
3	SLT10 TRUSSED LEDGER 10'0"					N/C
	Billed from 1/17/17 thru 1/30/17					
16	HL21 HORIZONTAL LEDGER 2' 1 1/2"					N/C
16	SDB SYSTEM DOUBLE COUPLER					N/C
	Billed from 1/06/17 thru 1/30/17					
4	PAD PLANK, JACK PAD (MUD SILL)					N/C

SALES ITEMS:

	Item number	Unit	Price	
1	FREIGHT-SCF	EA	185.000	185.00
	FREIGHT EQUIPMENT MOVEMENT			
	**********			
	scaffold pickup 1/23/17 bu johnny s.			
	**********			

FINAL BILL: 1/06/17 08:00 AM THRU 1/30/17 05:00 PM.

185.00

SUBTOTAL	185.00
TAX	15.73
INVOICE TOTAL	200.73

NET DUE UPON RECEIPT

RENTAL RETURN

R - 20259

EMAILINV (Rev 04/19/17)

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

SUNBELT RENTALS

Date 4/20/17
Time: 12:17

Email

SUNBELT RENTALS

Invoice #... 60300643-010

To: *NET 60-NO CALLS- REGION 3

CASHE@BALFOURBEATTYUS.COM

Company: BBC-CHARLOTTE-MAIN OFFICE ONLY

Message:

From: ROBIN LASHLEY

Location: CREDIT - COLUMBUS PC881

Phone: 877-677-3687

Fax #: 803-578-6678

If you have a problem with this transmission please call the number listed above.

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

SUNBELT RENTALS

INVOICE

SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE NO.	60300643-010
ACCOUNT NO.	187039
INVOICE DATE	1/11/17
PAGE	1

INVOICE TO

BBC-CHARLOTTE-MAIN OFFICE ONLY
1930 CAMDEN ROAD
CHARLOTTE, NC 28203

JOB ADDRESS

MARION SQUARE HOTEL GARAGE
MARION SQUARE
CHARLESTON, SC 29401

C#: 704-319-4000 J#: 704-400-2290

RECEIVED BY	CONTRACT NO.
RICCI, DAN	60300643

PURCHASE ORDER NO.
13026000

JOB NO.
16072K0156

BRANCH
072 CHARLESTON SCAFFOLDING PC072

2291 TECHINCAL PARKWAY
NORTH CHARLESTON, SC 29406
843-747-9158

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
6	TBW TOEBOARD WOOD 4' TO 16'					N/C
6	TBW TOEBOARD WOOD 4' TO 16'					N/C
6	TBW TOEBOARD WOOD 4' TO 16'					N/C
4	TBW TOEBOARD WOOD 4' TO 16'					N/C
4	TBW TOEBOARD WOOD 4' TO 16'					N/C
1	TSSB SCAFFOLD BASKET					N/C
1	TSSB SCAFFOLD BASKET					N/C
1	TSSB SCAFFOLD BASKET					N/C
1	TSSB SCAFFOLD BASKET					N/C
1	TSSB SCAFFOLD BASKET					N/C
1	TSSR SCAFFOLD RACK					N/C
1	TSSR SCAFFOLD RACK					N/C
1	TSSR SCAFFOLD RACK					N/C
1	TSSR SCAFFOLD RACK					N/C
1	TSSR SCAFFOLD RACK					N/C
25	TP PIN					N/C
20	TP PIN					N/C
10	TP PIN					N/C
20	TP PIN					N/C
1	WW WELL WHEEL					N/C
1	PLY48 PLYWOOD 4'X8' SHEET					N/C
2	PLYMISC PLYWOOD MISC SIZE					N/C
3	PLYMISC PLYWOOD MISC SIZE					N/C
1	DAVIT					N/C
1	GRGA SWING GATE ADJUSTABLE					N/C

CONTINUED

SUBTOTAL	CONTINUED
TAX	
INVOICE TOTAL	

NET DUE UPON RECEIPT

4 WEEK BILL

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

SUNBELT RENTALS

INVOICE

SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE NO.	60300643-010
ACCOUNT NO.	187039
INVOICE DATE	1/11/17
PAGE	2

INVOICE TO

BBC-CHARLOTTE-MAIN OFFICE ONLY
1930 CAMDEN ROAD
CHARLOTTE, NC 28203

JOB ADDRESS

MARION SQUARE HOTEL GARAGE
MARION SQUARE
CHARLESTON, SC 29401

C#: 704-319-4000 J#: 704-400-2290

RECEIVED BY: RICCI, DAN

CONTRACT NO.: 60300643

PURCHASE ORDER NO.: 13026000

JOB NO.: 16072K0156

BRANCH
072 CHARLESTON SCAFFOLDING PC072

2291 TECHINCAL PARKWAY
NORTH CHARLESTON, SC 29406
843-747-9158

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount	
1	SRSYSTEM SCAFFOLD RENTAL SYSTEMS	1675.77	59.85	418.95	1675.77	1675.77	
	**********						
	Partial scaffold rent. One stair unit.						
	**********						
1	SRSYSTEM SCAFFOLD RENTAL SYSTEMS		52.62	368.34	1473.17	1473.17	
	**********						
	RENTAL FOR EQUIPMENT USED ON STAIR TOWER STARTING ON 5TH LEVEL.						
	**********						
1	SPIGSA SPIGOT WITH CLAMP						N/C
4	BB310 BAY BRACE 3' 10"						N/C
4	BB310 BAY BRACE 3' 10"						N/C
4	BB310 BAY BRACE 3' 10"						N/C
2	BB7 BAY BRACE 7'0"						N/C
16	BB7 BAY BRACE 7'0"						N/C
14	BB7 BAY BRACE 7'0"						N/C
10	BB7 BAY BRACE 7'0"						N/C
9	BB7 BAY BRACE 7'0"						N/C
18	BB7 BAY BRACE 7'0"						N/C
16	BB7 BAY BRACE 7'0"						N/C
7	HL7 HORIZONTAL LEDGER 7'0"						N/C
24	HL7 HORIZONTAL LEDGER 7'0"						N/C
20	HL7 HORIZONTAL LEDGER 7'0"						N/C
28	HL7 HORIZONTAL LEDGER 7'0"						N/C
34	HL7 HORIZONTAL LEDGER 7'0"						N/C

CONTINUED

SUBTOTAL	CONTINUED
TAX	
INVOICE TOTAL	

NET DUE UPON RECEIPT

4 WEEK BILL

EMAILINV (Rev 04/19/17)

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

SUNBELT RENTALS

INVOICE

SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE NO.	60300643-010
ACCOUNT NO.	187039
INVOICE DATE	1/11/17
PAGE	3

INVOICE TO

BBC-CHARLOTTE-MAIN OFFICE ONLY
1930 CAMDEN ROAD
CHARLOTTE, NC 28203

RECEIVED BY	CONTRACT NO.
RICCI, DAN	60300643

PURCHASE ORDER NO.
13026000

JOB NO.
16072K0156

JOB ADDRESS
MARION SQUARE HOTEL GARAGE
MARION SQUARE
CHARLESTON, SC 29401

C#: 704-319-4000 J#: 704-400-2290

BRANCH
072 CHARLESTON SCAFFOLDING PC072

2291 TECHINCAL PARKWAY
NORTH CHARLESTON, SC 29406
843-747-9158

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
38	HL7 HORIZONTAL LEDGER 7'0"					N/C
12	EBC BASE COLLAR					N/C
5	EBC BASE COLLAR					N/C
14	EBC BASE COLLAR					N/C
6	EBC BASE COLLAR					N/C
9	EV33 VERTICAL STANDARD 3'3"					N/C
14	EV33 VERTICAL STANDARD 3'3"					N/C
5	EV66 VERTICAL STANDARD 6'6"					N/C
9	EV66 VERTICAL STANDARD 6'6"					N/C
7	EV99 VERTICAL STANDARD 9'9"					N/C
20	EV99 VERTICAL STANDARD 9'9"					N/C
10	EV99 VERTICAL STANDARD 9'9"					N/C
5	EV99 VERTICAL STANDARD 9'9"					N/C
5	EV99 VERTICAL STANDARD 9'9"					N/C
20	EV99 VERTICAL STANDARD 9'9"					N/C
20	EV99 VERTICAL STANDARD 9'9"					N/C
28	HL21 HORIZONTAL LEDGER 2' 1 1/2"					N/C
3	HL21 HORIZONTAL LEDGER 2' 1 1/2"					N/C
26	HL21 HORIZONTAL LEDGER 2' 1 1/2"					N/C
15	HL36 HORIZONTAL LEDGER 3'6"					N/C
26	HL36 HORIZONTAL LEDGER 3'6"					N/C
18	HL36 HORIZONTAL LEDGER 3'6"					N/C
16	HL36 HORIZONTAL LEDGER 3'6"					N/C
20	HL36 HORIZONTAL LEDGER 3'6"					N/C
20	HL36 HORIZONTAL LEDGER 3'6"					N/C

CONTINUED

SUBTOTAL	CONTINUED
TAX	
INVOICE TOTAL	

NET DUE UPON RECEIPT

4 WEEK BILL

EMAILINV (Rev 04/19/17)

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

SUNBELT RENTALS

INVOICE

SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE NO.	60300643-010
ACCOUNT NO.	187039
INVOICE DATE	1/11/17
PAGE	4

INVOICE TO

BBC-CHARLOTTE-MAIN OFFICE ONLY
1930 CAMDEN ROAD
CHARLOTTE, NC 28203

JOB ADDRESS

MARION SQUARE HOTEL GARAGE
MARION SQUARE
CHARLESTON, SC 29401

C#: 704-319-4000 J#: 704-400-2290

RECEIVED BY	CONTRACT NO.
RICCI, DAN	60300643

PURCHASE ORDER NO.
13026000

JOB NO.
16072K0156

BRANCH
072 CHARLESTON SCAFFOLDING PC072

2291 TECHINCAL PARKWAY
NORTH CHARLESTON, SC 29406
843-747-9158

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
5	HL310 HORIZONTAL LEDGER 3'10"					N/C
6	HL310 HORIZONTAL LEDGER 3'10"					N/C
6	HL310 HORIZONTAL LEDGER 3'10"					N/C
14	HL310 HORIZONTAL LEDGER 3'10"					N/C
10	HL310 HORIZONTAL LEDGER 3'10"					N/C
14	HL310 HORIZONTAL LEDGER 3'10"					N/C
14	RAC RIGHT ANGLE CLAMP (DUAL PURPOSE)					N/C
4	RAC RIGHT ANGLE CLAMP (DUAL PURPOSE)					N/C
8	RAC RIGHT ANGLE CLAMP (DUAL PURPOSE)					N/C
4	SWC SWIVEL CLAMP (DUAL PURPOSE)					N/C
4	TL4 TUBE LOCK 4'0"					N/C
8	TL4 TUBE LOCK 4'0"					N/C
4	TL4 TUBE LOCK 4'0"					N/C
8	TL4 TUBE LOCK 4'0"					N/C
12	PAD PLANK, JACK PAD (MUD SILL)					N/C
5	PAD PLANK, JACK PAD (MUD SILL)					N/C
10	PAD PLANK, JACK PAD (MUD SILL)					N/C
14	PAD PLANK, JACK PAD (MUD SILL)					N/C
6	PAD PLANK, JACK PAD (MUD SILL)					N/C
8	WP6 PLANK, WOOD 6'X10"X2"					N/C
6	AP7 PLANK, ALUM 7'0"X19"					N/C
9	AP7 PLANK, ALUM 7'0"X19"					N/C
7	AP7 PLANK, ALUM 7'0"X19"					N/C
3	AP7 PLANK, ALUM 7'0"X19"					N/C
8	AP7 PLANK, ALUM 7'0"X19"					N/C

CONTINUED

SUBTOTAL	CONTINUED
TAX	
INVOICE TOTAL	

NET DUE UPON RECEIPT

4 WEEK BILL

R - 20264

EMAILINV (Rev 04/19/17)

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

SUNBELT RENTALS

INVOICE

SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE NO.	60300643-010
ACCOUNT NO.	187039
INVOICE DATE	1/11/17
PAGE	5

INVOICE TO

BBC-CHARLOTTE-MAIN OFFICE ONLY
1930 CAMDEN ROAD
CHARLOTTE, NC 28203

RECEIVED BY	CONTRACT NO.
RICCI, DAN	60300643

PURCHASE ORDER NO.
13026000

JOB NO.
16072K0156

JOB ADDRESS
MARION SQUARE HOTEL GARAGE
MARION SQUARE
CHARLESTON, SC 29401

C#: 704-319-4000 J#: 704-400-2290

BRANCH
072 CHARLESTON SCAFFOLDING PC072

2291 TECHINCAL PARKWAY
NORTH CHARLESTON, SC 29406
843-747-9158

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
6	AP7 PLANK, ALUM 7'0"X19"					N/C
2	AP7X12 PLANK, ALUM 7'0"X12"					N/C
6	AP7X12 PLANK, ALUM 7'0"X12"					N/C
4	AP7X12 PLANK, ALUM 7'0"X12"					N/C
4	AP7X12 PLANK, ALUM 7'0"X12"					N/C
1	AP7X12 PLANK, ALUM 7'0"X12"					N/C
2	AP7X12 PLANK, ALUM 7'0"X12"					N/C
2	AP7X12 PLANK, ALUM 7'0"X12"					N/C
2	EST32 STAIR TREAD 32" (EIW)					N/C
6	EST32 STAIR TREAD 32" (EIW)					N/C
16	EST32 STAIR TREAD 32" (EIW)					N/C
20	EST32 STAIR TREAD 32" (EIW)					N/C
36	EST32 STAIR TREAD 32" (EIW)					N/C
26	EST32 STAIR TREAD 32" (EIW)					N/C
2	ESS7 STAIR STRINGER 6'7"X7'					N/C
8	ESS7 STAIR STRINGER 6'7"X7'					N/C
6	ESS7 STAIR STRINGER 6'7"X7'					N/C
4	ESS7 STAIR STRINGER 6'7"X7'					N/C
4	ESS7 STAIR STRINGER 6'7"X7'					N/C
8	ESS7 STAIR STRINGER 6'7"X7'					N/C
8	ESS7 STAIR STRINGER 6'7"X7'					N/C
1	ASB1.9 SCREWJACK W/BASE PLATE 22"					N/C
5	ASB1.9 SCREWJACK W/BASE PLATE 22"					N/C
6	ASB1.9 SCREWJACK W/BASE PLATE 22"					N/C
14	ASB1.9 SCREWJACK W/BASE PLATE 22"					N/C

CONTINUED

SUBTOTAL	CONTINUED
TAX	
INVOICE TOTAL	

NET DUE UPON RECEIPT

4 WEEK BILL

EMAILINV (Rev 04/19/17)

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

SUNBELT RENTALS

INVOICE

SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE NO.	60300643-010
ACCOUNT NO.	187039
INVOICE DATE	1/11/17
PAGE	6

INVOICE TO

BBC-CHARLOTTE-MAIN OFFICE ONLY
1930 CAMDEN ROAD
CHARLOTTE, NC 28203

JOB ADDRESS

MARION SQUARE HOTEL GARAGE
MARION SQUARE
CHARLESTON, SC 29401

C#: 704-319-4000 J#: 704-400-2290

RECEIVED BY	CONTRACT NO.
RICCI, DAN	60300643

PURCHASE ORDER NO.
13026000

JOB NO.
16072K0156

BRANCH
072 CHARLESTON SCAFFOLDING PC072

2291 TECHINCAL PARKWAY
NORTH CHARLESTON, SC 29406
843-747-9158

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
6	ASB1.9 SCREWJACK W/BASE PLATE 22"					N/C
	Rental Sub-total:					3148.94

BILLED FOR FOUR WEEKS 12/14/16 THRU 1/10/17.

3148.94

NET DUE UPON RECEIPT

SUBTOTAL	3148.94
TAX	267.66
INVOICE TOTAL	3416.60

4 WEEK BILL

R - 20266

EMAILINV (Rev 04/10/17)

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

SUNBELT RENTALS

Date: 4/20/17
Time: 12:18

SUNBELT RENTALS

Email

Invoice #... 66531789-001

To: *NET 60-NO CALLS- REGION 3

CASHE@BALFOURBEATTYUS.COM

Company: BBC-CHARLOTTE-MAIN OFFICE ONLY

Message:

From: ROBIN LASHLEY

Location: CREDIT - COLUMBUS PC881

Phone: 877-677-3687

x #: 803-578-6678

If you have a problem with this transmission please call the number listed above.

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

SUNBELT RENTALS

SUNBELT RENTALS

INVOICE

SEND ALL PAYMENTS TO:
P.O. Box 409211
Atlanta, GA 30384-9211

INVOICE NO.	66531789-001
ACCOUNT NO.	187039
INVOICE DATE	1/30/17
PAGE	1

INVOICE TO

BBC-CHARLOTTE-MAIN OFFICE ONLY
1930 CAMDEN ROAD
CHARLOTTE, NC 28203

JOB ADDRESS

MARION SQUARE HOTEL GARAGE
MARION SQUARE
CHARLESTON, SC 29401

C#: 704-319-4000 J#: 704-400-2290

RECEIVED BY

CONTRACT NO.
66531789

PURCHASE ORDER NO.
13026000

JOB NO.
16072K0156

BRANCH
072 CHARLESTON SCAFFOLDING PC072

2291 TECHINCAL PARKWAY
NORTH CHARLESTON, SC 29406
843-747-9158

Qty	Item number	Unit	Price	Amount
1	2218XXX050 DLABOR DLABOR ********** CONTRACT AMOUNT TO DISMANTLE OVERHEAD PROTECTION AT GARAGE ENTRANCE. 1/14/17 **********	EA	872.660	872.66
1	2218XXX050 DLABOR DLABOR **********EWA********** GARAGE ENTRANCE OHP DISMANTLED ON WEEKEND. THIS AMOUNT IS THE DIFERENCE BETWEEN STRAIGHT TIME AND OVERTIME. SIGNED FOR BY JOHN ELDRIDGE 1/14/17. **********	EA	340.900	340.90
1	2218XXX050 ELABOR ********** LABOR TO REINSTALL OHP AT GARAGE ENTRANCE. HOURS CHARGED AT OVERTIME RATE. SIGNED FOR BY JOHN ELDRIDGE 1/14/17. **********	EA	1490.220	1490.22
	DELIVERY CHARGE SHIP TO: MARION SQUARE HOTEL GARAGE			

All Your Equipment Needs...
One Company.

NET DUE UPON RECEIPT

SUBTOTAL	CONTINUED
TAX	
INVOICE TOTAL	

SALES INVOICE

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

SUNBELT RENTALS

SUNBELT RENTALS

INVOICE

SEND ALL PAYMENTS TO:
P.O. Box 409211
Atlanta, GA 30384-9211

INVOICE NO.	66531789-001
ACCOUNT NO.	187039
INVOICE DATE	1/30/17
PAGE	2

INVOICE TO

BBC-CHARLOTTE-MAIN OFFICE ONLY
1930 CAMDEN ROAD
CHARLOTTE, NC 28203

JOB ADDRESS

MARION SQUARE HOTEL GARAGE
MARION SQUARE
CHARLESTON, SC 29401

C#: 704-319-4000 J#: 704-400-2290

RECEIVED BY

CONTRACT NO.
66531789

PURCHASE ORDER NO.
13026000

JOB NO.
16072K0156

BRANCH
072 CHARLESTON SCAFFOLDING PC072

2291 TECHINCAL PARKWAY
NORTH CHARLESTON, SC 29406
843-747-9158

Qty	Item number	Unit	Price	Amount

MARION SQUARE
CHARLESTON, SC 29401

All Your Equipment Needs... One Company.

NET DUE UPON RECEIPT

SUBTOTAL	2703.78
TAX	
INVOICE TOTAL	2703.78

SALES INVOICE

R - 20269

SALESEMAIL (Rev 05/28/07)

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request # 2
Work Performed Through: 04/30/17

Subcontractor's Name: Maxim Crane
Subcontractor's Address: 420 Grange Road
Port Wentworth, GA 31407

Phone Number: -
Fax Number:

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 04/20/17
Owner: Library Associates, LLC

Description of Work: Crane

Original Contract Amount	$55,000.00	
Change Order Total	$0.00	
Through C/O #:		
Total Revised Contract	$55,000.00	
Previous Work Performed to Date(SSR)	$28,285.60	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$22,097.40	
New Work Performed to Date	$50,383.00	
Less % Retainage	$0.00	
Amount Earned to Date	$50,383.00	
Less Previous Net Billings	$28,285.60	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$22,097.40	

Subcontract [X] Purchase Order [ ]

Other Contract Type:

Unit Price [ ] Lump Sum [X]
Bonded [ ] Unbonded [X]

Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]

Insurance Status: Finaled
Insurance Expiration Date: 06/30/17

Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site	Y [ ]	N [X]
If yes, attach stored materials checklist		
Final Payment	Y [ ]	N [X]
If yes, see attached checklist		

Owner Billing Number: 11

Owner Payment Rec'd Date:

Payment Terms: Pay When Paid

Pay Select #:

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50000		13026400	
Date	Invoice #	Description		
04/30/17	13026400 - 02	13026400 . PE# 02 . 17.04		
Gross Amount		Retainage Amt	Net Amount	
$22,097.40		$1,104.87	$22,097.40	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO				NO

Hall Codes: 02- OWNER FUNDING 5- Tier Schedule
PM APP

Approvals:

PM / Date	PA / Date	APA / Date
	CA 04/20/17	

Barnhart | our Beatty

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO CONSTRUCTION MANAGER
Balfour Beatty Construction
1930 Camden Rd. Suite 280
Charlotte, NC 28210

PROJECT: **HOTEL AT MARION SQUARE**

APPLICATION NO: **2**

Distribution to
[X] OWNER
[X] ARCHITECT
[X] INSPECTOR

PERIOD TO: **04/19/17**

FROM CONTRACTOR
Maxim Crane Works LP
420 Grange Road
Port Wentworth, Ga 31407

VIA ARCHITECT

PROJECT NO: **#13026000**

CONTRACT FOR CONSTRUCTION

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	55,000.00
2. Net change by Change Orders	$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	55,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	50,383.00
5. RETAINAGE	$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	50,383.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	28,285.60
8. CURRENT PAYMENT DUE	$	22,097.40
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	4,617.00

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

The undersigned Construction Manager (CM) certifies that to the best of the CM'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 CM 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.

SUBCONTRACTOR

By: _____ Date: _____

CONTRACTOR

By: Dominick L. M. Date: 4-19-17

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect advises the Owner that to the Architect's knowledge, information and belief the Work has progressed as indicated, the Work is in general accordance with the Contract Documents, and the Contractors are entitled to payment of the AMOUNT REQUESTED.

AMOUNT REQUESTED . . . . . $ 22,097.40

(Attach explanation if amount requested differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount requested.)

ARCHITECT:

By: _____ Date: _____

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

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

AIA DOCUMENT G703 CONTINUATION SHEET FOR G702 1992 EDITION AIA ©1992
THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5292

R - 20271

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO 2
APPLICATION DATE. 4/19/17
PERIOD TO 4/19/17

Balfour Beatty Project #13026666

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	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 0%
1	55 Ton Rough Terrain Crane	55,000.00		55,000.00	12,000.00	6,000.00	-	18,000.00	32.73%	37,000.00	-
2	Operator			55,000.00	9,750.00	12,780.00	-	22,530.00	40.96%	32,470.00	-
3	Operator OT			55,000.00	315.00	405.00	-	720.00	1.31%	54,280.00	-
4	Freight In - Crane			55,000.00	550.00	-	-	550.00	1.00%	54,450.00	-
5	4% Fuel Surcharge			55,000.00	995.60	849.90	-	1,845.50	3.36%	53,154.50	-
6	Crane Mats			55,000.00	4,125.00	2,062.50	-	6,187.50	11.25%	48,812.50	-
7	Freight In - Crane Mats			55,000.00	550.00	-	-	550.00	1.00%	54,450.00	-
8				-			-	-	#DIV/0!	-	-
9				-			-	-	#DIV/0!	-	-
10				-			-	-	#DIV/0!	-	-
11				-			-	-	#DIV/0!	-	-
12				-			-	-	#DIV/0!	-	-
13				-			-	-	#DIV/0!	-	-
14				-			-	-	#DIV/0!	-	-
15				-			-	-	#DIV/0!	-	-
16				-			-	-	#DIV/0!	-	-
17				-			-	-	#DIV/0!	-	-
18				-			-	-	#DIV/0!	-	-
19				-			-	-	#DIV/0!	-	-
20				-			-	-	#DIV/0!	-	-
21				-			-	-	#DIV/0!	-	-
22				-			-	-	#DIV/0!	-	-
23				-			-	-	#DIV/0!	-	-
24				-			-	-	#DIV/0!	-	-
25				-			-	-	#DIV/0!	-	-
26				-			-	-	#DIV/0!	-	-
				-			-	-	#DIV/0!	-	-
	GRAND TOTALS	55,000.00	0.00	55,000.00	28,285.60	22,097.40	0.00	50,383.00	91.61%	4,617.00	0.00

R - 20272

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That Maxim Crane Works LP (the "Lienor") for and in consideration of the payment of the sum of $ 22,097.40 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

_____

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 8th day of May, 20 17, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 19 day of April, 2017

Signed, sealed and delivered
in the presence of:

_____
Signature

_____
Print Name

Maxim Crane Works LP

a _____ corporation

_____
Signature

Bonnie L. Mims - AR Manager
Print Name & Title

SUSAN M FRY NOTARY PUBLIC RICHMOND COUNTY, GEORGIA

STATE OF Georgia

COUNTY OF Richmond

The foregoing instrument was acknowledged before me this 19th day of April, 20 17, by Bonnie L. Mims, AR Manager of Maxim Crane Works LP, a LP. He/she is personally known to me or has produced KNOWN (type of identification) as identification.

_____
NOTARY PUBLIC, STATE OF Georgia

Notary Public, Richmond County, GA
My Commission Expires April 29, 20

Commission Expires: _____

Notwithstanding anything to the contrary above, this release shall be effective upon the actual receipt of payment by Releasor and shall apply solely to Claims relating to payment, bonds and associated liens.

Balfour Beatty
Construction

Request for Payment

Pay Request # 1
Work Performed Through: 04/30/17

Subcontractor's Name: Carolina Stone Setting Co.
Subcontractor's Address: PO Box 156
Cary, NC 27512

Phone Number
Fax Number

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 04/26/17
Owner: Library Associates, LLC

Description of Work: Deck Crane

Original Contract Amount	$48,000.00	
Change Order Total	$0.00	
Through C/O #: 0		
Total Revised Contract	$48,000.00	
Previous Work Performed to Date(SSR)	$0.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$48,000.00	
New Work Performed to Date	$48,000.00	
Less % Retainage		
Amount Earned to Date	$48,000.00	
Less Previous Net Billings	$0.00	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$48,000.00	

Subcontract [X] Purchase Order [ ]
Other Contract Type

Unit Price [ ] Lump Sum [X]
Bonded [ ] Unbonded [X]

Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]

Insurance Status: Finaled
Insurance Expiration Date: 12/31/16

Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site If yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

Owner Billing Number: 11
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50000	110007	13026400	
Date	**Invoice #**	**Description**		
04/30/17	13026400 - 01	13026400 . PE# 01 . 17.04		
Gross Amount		**Retainage Amt**	**Net Amount**	
$48,000.00		$0.00	$48,000.00	
Trade Account?	**Tax Code**	**Pay Item & Cost Code**		**Accrue Tax?**
NO				NO

Hold Codes: 02- OWNER FUNDING COI-NEW
PM App
TRS/Waivers

Approvals:
PM / Date
CA 04/26/17
PA / Date
APA / Date

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

APPLI(TION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF 1 OF 2 PAGES

TO General Contractor:
Balfour Beatty USA
1930 Camden Rd
Charlotte, NC 28203

PROJECT: Hotel at Marion Square
404 King Street
Charleston, SC 29403

APPLICATION NO: 1

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

PERIOD TO: 04/28/17

FROM CONTRACTOR:
Carolina Stone Setting Co.
P.O. Box 156
Cary, NC 27512
CONTRACT FOR: Deck Crane

VIA ARCHITECT:

PROJECT NOS:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		$ 48,000.00
2. Net change by Change Orders		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 48,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 48,000.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$ 0.00	
b. ____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 48,000.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 0.00
8. CURRENT PAYMENT DUE		$ 48,000.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	0.00

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

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: Carolina Stone Setting Co.

By: _____ Date: 4/24/17

State of: North Carolina County of: Wake
Subscribed and sworn to before me this 24th day of September, 2017
Notary Public:
My Commission expires: 10-27-2019

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe 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.

R - 20275

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
APPLICATION DATE: 2/30/2017
PERIOD TO: 4/31/2017
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE) 0%
00030	330 Hours	$48,000.00		$48,000.00		$48,000.00	100.00%		$0.00
	GRAND TOTALS	$48,000.00		$48,000.00		$48,000.00	100.00%		$0.00

R - 20276

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That Carolina Stone Setting Co. (the "Lienor") for and in consideration of the payment of the sum of $ 48,000 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon, except for retention, and open change order requests, claims or disputes identified as follows:

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied up to and including the 25th day of April, 2017, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 26 day of April, 2017.

Signed, sealed and delivered
in the presence of:

Signature

Print Name

Carolina Stone Setting Co.
a [illegible] corporation

Signature

Print Name & Title

STATE OF South Carolina

COUNTY OF Berkeley

The foregoing instrument was acknowledged before me this 26 day of April, 2017, by [illegible], [illegible] of [illegible], a [illegible] corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF South Carolina

My Commission Expires: [illegible]

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request # 13
Work Performed Through: 04/30/17

Subcontractor's Name: Old North State Masonry
Subcontractor's Address: 201 W. Mathews Street
Mathews, NC 28105

Phone Number: 704.815.0591
Fax Number:

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 04/13/17
Owner: Library Associates, LLC

Description of Work: Masonry

Original Contract Amount	$2,340,000.00	
Change Order Total	$114,915.07	
Through C/O #: 0		
Total Revised Contract	$2,454,915.07	
Previous Work Performed to Date(SSR)	$1,601,874.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$330,525.00	
New Work Performed to Date	$1,932,399.00	
Less 10 % Retainage	$193,239.90	
Amount Earned to Date	$1,739,159.10	
Less Previous Net Billings	$1,441,686.60	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$297,472.50	INTERNAL AUDIT!!

Subcontract [X] Purchase Order [ ]
Other Contract Type

Unit Price [ ] Lump Sum [X]
Bonded [ ] Unbonded [X]

Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	Finaled	
Insurance Expiration Date	03/01/18	
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site If yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

Owner Billing Number: 14
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #: 1459460
Batch # 2385904

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
50540	116124	13026400	532367

Date	Invoice #	Description
04/30/17	13026400 - 13	13026400 . PE# 13 . 17.04

Gross Amount	Retainage Amt	Net Amount
$330,525.00	$16,526.25	$297,472.50

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400.50400000.40	NO

Hold Codes: 02- OWNER FUNDING
PM App
Owner Waiver

Lower Tier Waivers/schedule

need mock up change order - $86,422.64

Approvals:

PM / Date	PA / Date	APA / Date
	CA 04/15/17	

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO CONSTRUCTION MANAGER:
Balfour Beatty Construction
1930 Camden Rd. Suite 280
Charlotte, NC 28210

FROM CONTRACTOR:
Old North State Masonry, LLC
201 W. Matthews Street
Matthews, NC 28105

CONTRACT FOR: CONSTRUCTION

PROJECT: **HOTEL AT MARION SQUARE**

VIA ARCHITECT:

APPLICATION NO: 13

PERIOD TO: 42735

PROJECT NO: #13026000

Distribution to:
[X] OWNER
[X] ARCHITECT
[X] INSPECTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	2,340,000.00
2. Net change by Change Orders	$	114,915.07
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	2,454,915.07
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	1,932,399.00
5. RETAINAGE:	$	193,239.90
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	1,739,159.10
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	1,441,686.60
8. CURRENT PAYMENT DUE	$	297,472.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	715,755.97

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$114,915.07	$0.00
Total approved this Month	$0.00 $0.00	$0.00
TOTALS	$114,915.07	$0.00
NET CHANGES by Change Order	$114,915.07	

The undersigned Construction Manager (CM) certifies that to the best of the CM'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 CM 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.

SUBCONTRACTOR
By: _____ Date: 4/19/2017

CONTRACTOR
By: _____ Date: _____

CONSTRUCTION MANAGER:
By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect advises the Owner that to the Architect's knowledge, information and belief the Work has progressed as indicated, the Work is in general accordance with the Contract Documents, and the Contractors are entitled to payment of the AMOUNT REQUESTED.

AMOUNT REQUESTED . . . . . $ 297,472.50

(Attach explanation if amount requested differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount requested.)

ARCHITECT:

By: _____ Date: _____

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

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

R - 20279

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO 13
APPLICATION DATE 4/20/17
PERIOD TO: 4/30/17

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	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 10%
1	MOBILIZATION	$47,000.00		47,000.00	47,000.00	-	-	47,000.00	100.00%	-	4,700.00
2	ARCHITECTURAL PRECAST SHOP DRAWINGS	$47,000.00		47,000.00	47,000.00	-	-	47,000.00	100.00%	-	4,700.00
3	ARCHITECTURAL PRECAST MATERIAL	$453,000.00		453,000.00	226,500.00	113,250.00	-	339,750.00	75.00%	113,250.00	33,975.00
4	ARRISCRAFT MATERIAL	$93,000.00		93,000.00	23,250.00	46,500.00	-	69,750.00	75.00%	23,250.00	6,975.00
5	ARRISCRAFT CONNECTION HARDWARE	$20,000.00		20,000.00	20,000.00	-	-	20,000.00	100.00%	-	2,000.00
6	REBAR SHOP DRAWINGS	$6,000.00		6,000.00	6,000.00	-	-	6,000.00	100.00%	-	600.00
7	REBAR PACKAGE	$46,000.00		46,000.00	46,000.00	-	-	46,000.00	100.00%	-	4,600.00
8	MOCK UP PANEL	$35,000.00		35,000.00	35,000.00	-	-	35,000.00	100.00%	-	3,500.00
9	FOAM FILL EXTERIOR CMU WALLS	$18,000.00		18,000.00			-	-	0.00%	18,000.00	-
10	VENEER CLEANING	$7,000.00		7,000.00			-	-	0.00%	7,000.00	-
11	CMU WALLS	$0.00		-			-	-	#DIV/0!	-	-
12	1st Floor CMU Material	$46,000.00		46,000.00	46,000.00	-	-	46,000.00	100.00%	-	4,600.00
13	1st Floor CMU Labor	$69,000.00		69,000.00	69,000.00	-	-	69,000.00	100.00%	-	6,900.00
14	Generator Enclosure CMU Material	$6,000.00		6,000.00	6,000.00	-	-	6,000.00	100.00%	-	600.00
15	Generator Enclosure CMU Labor/Equipment	$9,000.00		9,000.00	9,000.00	-	-	9,000.00	100.00%	-	900.00
16	2nd Floor CMU Material	$47,000.00		47,000.00	47,000.00	-	-	47,000.00	100.00%	-	4,700.00
17	2nd Floor CMU Labor/Equipment	$71,000.00		71,000.00	71,000.00	-	-	71,000.00	100.00%	-	7,100.00
18	3rd Floor CMU Material	$44,000.00		44,000.00	44,000.00	-	-	44,000.00	100.00%	-	4,400.00
19	3rd Floor CMU Labor/Equipment	$66,000.00		66,000.00	66,000.00	-	-	66,000.00	100.00%	-	6,600.00
20	4th Floor CMU Material	$32,000.00		32,000.00	32,000.00	-	-	32,000.00	100.00%	-	3,200.00
21	4th Floor CMU Labor/Equipment	$48,000.00		48,000.00	48,000.00	-	-	48,000.00	100.00%	-	4,800.00
22	5th Floor CMU Material	$35,000.00		35,000.00	35,000.00	-	-	35,000.00	100.00%	-	3,500.00
23	5th Floor CMU Labor/Equipment	$53,000.00		53,000.00	47,750.00	-	-	47,750.00	90.09%	5,250.00	4,775.00
24	6th Floor CMU Material	$47,000.00		47,000.00	47,000.00	-	-	47,000.00	100.00%	-	4,700.00
25	6th Floor CMU Labor/Equipment	$71,000.00		71,000.00	49,700.00	-	-	49,700.00	70.00%	21,300.00	4,970.00
26	7th Floor CMU Material	$28,000.00		28,000.00	28,000.00	-	-	28,000.00	100.00%	-	2,800.00
27	7th Floor CMU Labor/Equipment	$42,000.00		42,000.00	38,000.00	-	-	38,000.00	90.48%	4,000.00	3,800.00
28	8th Floor CMU Material	$33,000.00		33,000.00	33,000.00	-	-	33,000.00	100.00%	-	3,300.00
29	8th Floor CMU Labor/Equipment	$49,000.00		49,000.00	44,500.00	-	-	44,500.00	90.82%	4,500.00	4,450.00
30	Roof Terrace/Pool Deck CMU Material	$13,000.00		13,000.00	13,000.00	-	-	13,000.00	100.00%	-	1,300.00
31	Roof Terrace/Pool Deck CMU Labor/Equipment	$20,000.00		20,000.00	20,000.00	-	-	20,000.00	100.00%	-	2,000.00
32	Site Wall CMU Material	$1,000.00		1,000.00			-	-	0.00%	1,000.00	-
33	Site Wall CMU Labor/Equipment	$2,000.00		2,000.00			-	-	0.00%	2,000.00	-
34	Arriscraft and Precast Install	$0.00		-			-	-	#DIV/0!	-	-
35	Arriscraft South Elevation Labor/Equipment	$22,000.00		22,000.00	4,400.00	4,400.00	-	8,800.00	40.00%	13,200.00	880.00
36	Arriscraft West Elevation Labor/Equipment	$22,000.00		22,000.00			-	-	0.00%	22,000.00	-
37	Arriscraft North Elevation Labor/Equipment	$22,000.00		22,000.00			-	-	0.00%	22,000.00	-

R - 202080

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

AIA DOCUMENT G703 CONTINUATION SHEET FOR G702 1992 EDITION AIA ©1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5292

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 13
APPLICATION DATE: 4/20/17
PERIOD TO: 4/30/17
Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	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 10%
38	Armscraft East Elevation Labor/Equipment	$27,000.00		27,000.00	6,750.00	-	-	6,750.00	25.00%	20,250.00	675.00
39	1st Floor South Architectural PC Labor/Equipment	$63,500.00		63,500.00	38,100.00	3,175.00	-	41,275.00	65.00%	22,225.00	4,127.50
40	1st Floor West Architectural PC Labor/Equipment	$63,500.00		63,500.00	19,050.00	31,750.00	-	50,800.00	80.00%	12,700.00	5,080.00
41	1st Floor North Architectural PC Labor/Equipment	$63,500.00		63,500.00		31,750.00	-	31,750.00	50.00%	31,750.00	3,175.00
42	1st Floor East Architectural PC Labor/Equipment	$34,500.00		34,500.00	27,600.00	3,450.00	-	31,050.00	90.00%	3,450.00	3,105.00
43	South PC Sills Labor/Equipment	$14,000.00		14,000.00	13,300.00	-	-	13,300.00	95.00%	700.00	1,330.00
44	West PC Sills Labor/Equipment	$18,000.00		18,000.00	17,100.00	-	-	17,100.00	95.00%	900.00	1,710.00
45	North PC Sills Labor/Equipment	$23,500.00		23,500.00	22,325.00	-	-	22,325.00	95.00%	1,175.00	2,232.50
46	East PC Sills Labor/Equipment	$18,000.00		18,000.00	17,100.00	-	-	17,100.00	95.00%	900.00	1,710.00
47	Courtyard West PC Sills Labor/Equipment	$10,500.00		10,500.00	9,975.00	-	-	9,975.00	95.00%	525.00	997.50
48	Courtyard South PC Sills Labor/Equipment	$10,500.00		10,500.00	9,975.00	-	-	9,975.00	95.00%	525.00	997.50
49	Courtyard East PC Sills Labor/Equipment	$10,500.00		10,500.00	9,975.00	-	-	9,975.00	95.00%	525.00	997.50
50	South PC Quoins Labor/Equipment	$8,000.00		8,000.00			-	-	0.00%	8,000.00	-
51	West PC Quoins Labor/Equipment	$8,000.00		8,000.00			-	-	0.00%	8,000.00	-
52	East PC Quoins Labor/Equipment	$8,000.00		8,000.00			-	-	0.00%	8,000.00	-
53	South PC Arches & Ornamental Labor/Eqipment	$12,500.00		12,500.00			-	-	0.00%	12,500.00	-
54	3rd Floor PC Divider Wall Labor/Equipment	$11,500.00		11,500.00			-	-	0.00%	11,500.00	-
55	3rd Floor PC for Q Window Labor/Equipment	$8,000.00		8,000.00			-	-	0.00%	8,000.00	-
56	3rd Floor PC Obelisk/Band Labor/Equipment	$38,000.00		38,000.00			-	-	0.00%	38,000.00	-
57	6th Floor PC Cap/Obelisk/Divider Walls Labor/Equipment	$34,000.00		34,000.00	8,500.00	17,000.00	-	25,500.00	75.00%	8,500.00	2,550.00
58	6th Floor PC Cornice Band Labor/Equipment	$61,000.00		61,000.00		15,250.00	-	15,250.00	25.00%	45,750.00	1,525.00
59	6th Floor Parapet Cap Labor/Equipment	$25,000.00		25,000.00		22,500.00	-	22,500.00	90.00%	2,500.00	2,250.00
60	8th Floor PC Band at Sill Labor/Equipment	$35,000.00		35,000.00		28,000.00	-	28,000.00	80.00%	7,000.00	2,800.00
61	8th Floor PC Band at Head Labor/Equipment	$27,000.00		27,000.00		13,500.00	-	13,500.00	50.00%	13,500.00	1,350.00
62	Roof Terrace Parapet Cap Labor/Equipment	$8,000.00		8,000.00	8,000.00	-	-	8,000.00	100.00%	-	800.00
63	Roof Terrace PC Band Labor/Equipment	$8,000.00		8,000.00			-	-	0.00%	8,000.00	-
64	Roof Terrace PC at Pool Deck Labor/Equipment	$6,000.00		6,000.00			-	-	0.00%	6,000.00	-
65	Roof Parapet Cap Labor/Equipment	$15,000.00		15,000.00			-	-	0.00%	15,000.00	-
66	Change Orders			-			-	-	#DIV/0!	-	-
67	CO #3	(3,372.16)	-	(3,372.16)	(3,372.16)	-	-	(3,372.16)	100.00%	-	(337.22)
68	CO #4	111,900.00	-	111,900.00	111,900.00	-	-	111,900.00	100.00%	-	11,190.00
69	CO #5	(3,228.12)		(3,228.12)	(3,228.12)		-	(3,228.12)	100.00%	-	(322.81)
70	CO #6	1,426.14		1,426.14	1,426.14		-	1,426.14	100.00%	-	142.61
71	CO #7	(13,022.74)		(13,022.74)	(13,022.74)		-	(13,022.74)	100.00%	-	(1,302.27)
72	CO #8	21,211.95		21,211.95	21,211.95		-	21,211.95	100.00%	-	2,121.20
73	MOCK UP PANEL, Grout Behind Precast	86,922.67		86,922.67	30,108.93		-	30,108.93	34.64%	56,813.74	3,010.89
74				-			-	-	#DIV/0!	-	-

R - 20281

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 13
APPLICATION DATE: 4/20/17
PERIOD TO: 4/30/17

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	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 10%
75				-			-	-	#DIV/0!	-	-
76				-			-	-	#DIV/0!	-	-
77				-			-	-	#DIV/0!	-	-
	GRAND TOTALS	2,541,837.74	0.00	2,541,837.74	1,601,874.00	330,525.00	0.00	1,932,399.00	76.02%	609,438.74	193,239.90

R - 20282

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

AIA DOCUMENT G703 CONTINUATION SHEET FOR G702 1992 EDITION AIA ©1992
THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5292

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	4/19/2017

PRIME SUB'S NAME	Old North State Masonry, LLC
Attachment for Pay Req #:	13
for Month Ending:	4/30/2017

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	**Indicate if tier is based in county of Project**	**Notice to Owner Filed?(NTO) (Yes/No)**	**Date NTO Filed:**	**Bonded Sub? (Yes/No)**	**Has tier billed for work to date? select: (Yes/No)**		**Cumulative dollar amount tier billed for work/materials to date:**	**Tier's most recent invoice is dated through:**	**Tier's most recent release is dated through: *(as noted on releases)***	**Tier's most recent release is PARTIAL or FINAL? Select One**		**Comments:**
Carolina Ceramics 9931 Two Notch Rd. Columbia, SC 29223 704.582.3224	*No*					*NO*				*PARTIAL*	*FINAL*	
Carolina Prestress PO Box 160 Lake City, SC 29560 800.559.3545	*No*			No	Yes		$2,585.90	3/13/2017	3/31/2017	*PARTIAL*	FINAL	
White Cap Construction Supply PO Box 4852 Orlando, FL 32802-4852 704.222.5726	*Yes*			No	Yes		$15,942.85	3/31/2017	3/31/2017	*PARTIAL*	FINAL	The job will be supplied out of the White Cap Charleston, SC Branch
Tailored Foam, Inc. PO Box 4186 Hickory, NC 28603 828.322.6512	*NO*			No		*NO*				PARTIAL	FINAL	
P&D Architectural Precast, Inc. PO Box 477 La Grange, NC 28551 252.566.9811	*NO*			No	Yes		$16,275.00	3/13/2017	3/31/2017	*PARTIAL*	FINAL	
										PARTIAL	FINAL	
										PARTIAL	FINAL	
										PARTIAL	FINAL	
										PARTIAL	FINAL	
										PARTIAL	FINAL	

R - 20283

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That Old North State Masonry, LLC (the "Lienor") for and in consideration of the payment of the sum of $ 297,472.50 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon, except for retention, and open change order requests, claims or disputes identified as follows:
As per attached CRL This waiver & release does not cover any outstanding change order, proposals, retainage, and/or any known claims.

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 31st day of January 20 17, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 19th day of April 2017.

Signed, sealed and delivered
in the presence of:

Signature
Chip Venable
Print Name

Old North State Masonry
a LLC corporation

Signature
Tim Highstone, Controller
Print Name & Title

STATE OF North Carolina

COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 19th day of April 2017, by Tim Highstone Controller of Old North State Masonry, LLC, a Limited Liability corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A (type of identification) as identification.

DEBORAH P. GRIFFIN NOTARY PUBLIC UNION COUNTY, N.C.

NOTARY PUBLIC, STATE OF North Carolina

My Commission Expires: September 1, 2018

Change Request Log

Old North State Masonry, LLC

Date: 4/19/2017

10-1259 Marion Square Hotel

Project Manager: Chip Venable

Number	Date	Description	Amount	Status	Change Order
1	10/27/15	SuppInst-010	-13,022.74	Approved	7
2	10/27/15	SuppInst - 019	1,426.14	Approved	6
3	1/4/16	Change Mortar to Spec Mix for stone installation-Per RJ Kenney - Revised 11.21.2016	3,887.93	Voided	
4	1/4/16	Change Arriscraft Stone Anchors to SS vs. HDG- per RJ Kenney - Revised 11.21.2016	12,086.82	Voided	
5	1/4/16	Add 1.5" Rigid Insulation at slab edge behind cornice and behind stone from 1st to 2nd Floor - rev	32,624.50	Voided	
6	2/1/17	Install SS Flashing under parapet caps - Per RJ Kenny - revised 11.21.2016, revised 2.01.2017	41,144.10	Voided	
7	1/4/16	Detail 2 A 613 - per RJ Kenny - add flashing - revised 11.21.2016	4,884.13	Submitted	
8	2/1/17	Continuous flashing at grade raised to top of precast base - per RJ Kenney - revised 2.01.2017,	11,777.52	Submitted	
9	1/4/16	Add Flashing A615-4 above canopy - Per RJ Kenney - revised 11.21.2016	1,918.53	Submitted	
10	1/4/16	Add Flashing per RJ Kenney Detail 1-A620, 1-A621 - revised 11.21.2016	4,614.76	Submitted	
11	9/23/16	Pricing for RFI 0673 - 5th and 8th floor precast	49,895.17	Voided	
12	10/17/16	Top out 1st floor CMU Wall	21,211.95	Approved	8
13	10/27/16	Additional Mock Up	71,139.43	Submitted	
14	11/9/16	Bone White Aluminum	-3,087.57	Submitted	
15	11/11/16	EWO Ticket 6451	1,152.83	Submitted	
16	11/14/16	EWO Ticket 6454, 6456, 6455	4,958.75	Submitted	
17	11/16/16	Deduct CMU at area CIP at 2nd floor arches	-1,356.30	Submitted	
18	11/30/16	Add Flashing per RFI 760	2,134.19	Submitted	
19	11/30/16	Added cost for missing sleeves for the 1st floor	22,100.00	Approved	4
20	12/1/16	Added cost - Missing sleeves on 3rd floor	44,900.00	Approved	4
21	12/1/16	Added cost - Missing sleeves 4th floor	44,900.00	Approved	4
22	1/30/17	SI 29 - Deduct for Masonry walls removed at Stairs 3&4	-1,600.82	Submitted	
23	2/14/17	Arriscraft Plinth Add	12,961.48	Submitted	
24	2/21/17	Added cost to provide hoist for setting 5th and 8th floor sills	4,660.67	Submitted	
25	2/21/17	Added Cost for Arriscraft Plinth Mock-up	513.82	Submitted	
26	9/28/16	Draft of Claim submission	158,486.68	Submitted	
27	2/28/17	Sample Panel Backcharge	-3,372.16	Approved	3
28	2/28/17		-3,228.12	Approved	5
29	4/6/17	Infill Elevator Door with CMU-EWO Tickets 6457, 6458, 6459, 6467, 6469, 6470,6471, 6472, 6477	20,080.96	Submitted	
30	4/6/17	Cut Precast due to concrete placed wrong	11,429.53	Submitted	

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Change Request Log

Old North State Masonry, LLC

Date: 4/19/2017

Original Contract Amount:	2,340,000.00
Approved Contract Changes:	114,915.07
Revised Contract Amount:	2,454,915.07
Pending Contract Changes:	304,668.59

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Claim Calculations- (Attachment 1)

9/28/2016

JN 1259
Marion Square Hotel
Claim Draft

Area of Impacts/ Change in Scope:

Coordination, sequencing and scheduling of other trades work
Work not presented in the manner and time that is indicated in our Contract agreement
Stop work of the vertical structure for design changes

R - 20287

Summary:

ONSM started block work on the project on approximately 7/6/16 and as of todays date have install approximately 17,500 block or 22% of the blockwork in 12 weeks of work. Based on the work available we have significantly reduced our forces. Currently we have 1 operations manager, 1 site foreman and 2 to 3 masons on site with the appropriate number of laborers.

The orginal masonry schedule versus the revised schedule of the 9.21.16 extends our masonry duration by at least 10 weeks. The sequencing of the segments of work; particularly the precast durations appear to be shortened and stacked which will further impact the costs on the project. At this point this is a "draft" and does not consider the inefficiencies of stacking, accellerating and a change in the nature of how the work will be turned over to ONSM. These effects will be calculated when they become known to us and will be in addition to the extended duration of the revised schedule.

Based only on the extended duration of 10 weeks

ONSM anticipates a change in scope (longer duration) of approx. 10 weeks. 12 10

Therefore the added costs associated with this change in scope is as follows:

1 Additional Indirect Variable Costs:

		Daily costs (as of 6/28/16)	weekly costs	Added costs for the extended duration of 10 weeks
1.a	Added indirect costs on a daily basis	$ 1,967	$ 9,835.00	$ 98,350.00

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Claim Calculations- (Attachment 1)

		$	98,350.00

2 Additional Labor Costs

2a

Additional supervision (10 weeks X $1,500.00/week)	$	15,000.00
Additional VP of Operations 3 days/week (10wks * $2,310/3days per week) incl. burdens + benefits	$	23,100.00
Total additional supervision costs	$	38,100.00

3 Change order Dollars that should be Approved for work already completed =		$	-
4 Total additonal costs without Overhead = 1.a+1.b+ 2.d =		$	136,450.00
5 Overhead & Profit	15%	$	20,467.50
6 Bond Costs	1%	$	1,569.18
7 Outstanding Change Requests (Submitted separately)		$	-
Total Cost of Claim		$	156,486.68

R - 20288

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Baltour Beatty Construction

Hotel at Marion Square - Subcontractor Pay Application Checklist

Pay Application Thru: ONSM - #13 04/30/17

Item Description	Submitted	Reviewed	Comments
Application for Payment Documentation			
Request for Payment / Payment Application standard BBC form - all subcontractors must use	✓		
Schedule of Values (SOV) - matches AIA G703	✓		
Conditional Waiver and Release on Progress Payment	✓		
Subguard Sub-Tier / Supplier Releases - form submitted by subcontractor that tells us who needs to be joint checked	✓		
Subcontractor Supplier Invoices - back up for joint checks, if applicable			
Subcontractor Joint Check List - internal form used when joint checks are required			
Approved certificate of insurance through the payment requisition date			
Stored materials back up documentation, if applicable			
Owner Waiver			
If applicable, subcontractor change request log (for purposes of verifying with the project cost event logs)	✓		

R - 20289

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Area CAR CAROLINAS
Project Number 13026000 HOTEL AT MARION SQUARE
Job Number 13026400 MARION SQUARE COW

Description 1	Description 2	Change Ord. No / Doc No.	Line Type	Current Total Amount	Contract Amount	Amount Invoiced	Amount Paid	Amount Retained	Open Amount	Check# / Contract Bal.	C/O Date / Inv G/L Date / Check Date
										118604	09/06/2016
13026400PE05	Marion Square Hotel	1338778	PS			173,150.00	155,835.00	17,315.00	.00		
										128662	10/17/2016
13026400PE06	Hotel @ Marion Square	1353512	PS			213,650.00	192,285.00	21,365.00	.00		
										134465	11/09/2016
13026400PE07REV	Marion Square Hotel	1374723	PS			169,774.00	152,796.60	16,977.40	.00		
										142183	12/15/2016
13026400PE08	Marion Hotel	1382905	PS			124,650.00	112,185.00	12,465.00	.00		
										145715	01/12/2017
13026400PE09	Hotel at Marion Square	1396576	PS			169,150.00	152,235.00	16,915.00	.00		
										154843	02/08/2017
13026400PE10	Hotel at Marion Square	1412986	PS			181,650.00	163,485.00	18,165.00	.00		
										165530	03/23/2017
13026400PE11	Hotel at Marion Square	1435284	PS			295,850.00	.00	29,585.00	266,265.00		03/01/2017
13026400PE12	Hotel at Marion Square	1446858	PS			134,300.00	.00	13,430.00	120,870.00		03/31/2017
TOTAL FOR PO.	532367			2,454,915.07	2,454,915.07	1,601,874.00	1,054,551.60	160,187.40	387,135.00	853,041.07	
TOTAL FOR VENDOR	116124			2,454,915.07	2,454,915.07	1,601,874.00	1,054,551.60	160,187.40	387,135.00	853,041.07	

R - 20290

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request # 9
Work Performed Through: 04/30/17

Subcontractor's Name: Miscellaneous Steel Industries
Subcontractor's Address: 400 Bunton Creek Rd
Kyle, TX 78640

Phone Number
Fax Number

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 04/18/17
Owner: Library Associates, LLC

Description of Work: Structural Steel

Original Contract Amount	$1,546,650.00	
Change Order Total	-$16,836.00	
Through C/O #. 1		
Total Revised Contract	$1,529,814.00	
Previous Work Performed to Date(SSR)	$1,235,647.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site		
Current Month Gross	$56,550.00	
New Work Performed to Date	$1,292,197.00	
Less 10 % Retainage	$129,219.70	
Amount Earned to Date	$1,162,977.30	
Less Previous Net Billings	$1,112,082.30	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$50,895.00	

Subcontract [X] Purchase Order [ ]
Other Contract Type

Unit Price [ ] Lump Sum [X]
Bonded [-] Unbonded [X]

Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]

Insurance Status: Finaled
Insurance Expiration Date: 07/01/17

Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site If yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

Owner Billing Number: 12
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #
Batch#

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	3798180	13026400	546468
Date	Invoice #	Description		
04/30/17	13026400 - 09	13026400 . PE# 09 . 17.04		
Gross Amount		Retainage Amt	Net Amount	
$56,550.00		$2,827.50	$50,895.00	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO				NO

Hall Codes: 02- OWNER FUNDING Lower Tier Waiver from Martin
PM Approval

Approvals:
PM / Date
CA 04/18/17
PA / Date
APA / Date

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

APPLICATION AND CERTIFICATION FOR PAYMENT

TO: **Balfour Beatty Construction** PROJECT: **Hotel at Marion Square** APPLICATION NO: # 9

PERIOD FROM: *04/01/17*
PERIOD TO: *04/30/17*

FROM: *Miscellaneous Steel Industries*
400 Bunton Creek Rd
Kyle, TX 78640

CONTRACT NO:

CONTRACT FOR: *Steel Fab and Erect*

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1	ORIGINAL CONTRACT SUM	$ 1,546,650
2	NET CHANGE BY CHANGE ORDER *(from Summary below)*	$ [illegible]
3	CONTRACT SUM TO DATE *(Line 1 ± Line 2)*	$ 1,529,814
4	TOTAL COMPLETED & STORED TO DATE *(Column "E" from Schedule of Values)*	$ 1,292,197
5	LESS TOTAL RETAINAGE HELD TO DATE *(Column "J" from Schedule of Values)*	$ 129,220
6	TOTAL EARNED LESS RETAINAGE *(Line 4 - Line 5)*	$ 1,162,977
7	LESS PREVIOUS CERTIFICATES FOR PAYMENT *(Line 6 from prior Certificate)*	$ 1,112,082.00
8	CURRENT PAYMENT DUE *(Line 6 - Line 7)*	$ 50,895
9	BALANCE TO FINISH, INCLUDING RETAINAGE *(Line 3 - Line 6)*	$ 366,836.70

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total approved in Previous Months	$29,164.00	$46,000.00
Total approved this Month	$0.00	$0.00
TOTALS	$29,164.00	$46,000.00
NET CHANGES by Change Order	($16,836.00)	

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

The undersigned also certifies the following (check boxes where applicable)

☐ Partial Lien Release attached (Form B-1) ☐ Final Lien Release attached (Form B-2)

☐ Completed punchlist attached and all turnover documentation submitted (for final payment application)

☐ Certified Payroll submitted for all payroll periods thru _____ (date)

☐ Certified Payroll submitted for all LOWER TIER SUBS listed below thru the corresponding listed dates

_____ date _____ date

_____ date _____ date

_____ date _____ date

_____ date _____ date

(attach another sheet if more space is required to list all lower tier subs)

☐ All Daily Reports, JHA's and STA's submitted through the submission date of this application.

By: [signature] Date: 4/18/2017

Project Manager or Officer of Miscellaneous Steel

State of TEXAS County of HAYS

Subscribed and sworn to before me 18TH day of April 2017

Notary Public Talli Jo Hardcastle

My Commission expires 8-19-17

TALLI JO HARDCASTLE
NOTARY PUBLIC
State of Texas
Comm. Exp. 08-19-2017

R - 20292

ELECTRONICALLY FILED - 2022 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 3
APPLICATION DATE: [illegible]
PERIOD TO: [illegible]
CONTRACT NO:

A	B	C	D	E	F	G	H	I	J	
			= G from Previous App			= D + E + F		= C - G		
			WORK COMPLETED							
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS APPLICATION	THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE	%
	BASE CONTRACT									
100	EBEDS AT ELEVATOR DIVIDER BEAMS	3,800	$ 3,800			$ 3,800	100%		380	10%
105	ELEVATOR DIVIDER BEAMS	11,000	$ 11,000			$ 11,000	100%	-	1,100	10%
110	EMBEDS AT ELEVATOR GUIDE TUBES	3,200	$ 3,200			$ 3,200	100%	-	320	10%
115	ELEVATOR GUIDE TUBES	34,000	$ 34,000			$ 34,000	100%	-	3,400	10%
120	ELEVATOR PIT LADDERS	5,600	$ 5,600			$ 5,600	100%	-	560	10%
125	ELEVATOR SUMP PIT ANGLE FRAMES	10,000	$ 10,000			$ 10,000	100%	-	1,000	10%
130	ELEVATOR SUMP PIT GRATING	500	$ 500			$ 500	100%	-	50	10%
135	ELEVATOR HOIST BEAMS	2,400	$ 2,400			$ 2,400	100%	-	240	10%
140	ELEVATOR SILL ANGLES	11,000	$ 11,000			$ 11,000	100%	-	1,100	10%
145	EMBEDS AT ENTRANCE CANOPY	200	$ 200			$ 200	100%	-	20	10%
150	ENTRANCE CANOPY FRAMING	19,800	19,800			$ 19,800	100%	-	1,980	10%
155	SPA/RETAIL/VESTIBULE ENTRANCE CANOPY FRAMING	11,000	11,000			$ 11,000	100%	-	1,100	10%
160	EMBEDS AT L2 STONE BAND ANGLE SUPPORT	5,700	$ 5,700			$ 5,700	100%	-	570	10%
165	L2 STONE BAND ANGLE SUPPORTS	14,000	$ 14,000			$ 14,000	100%	-	1,400	10%
170	STONE BAND ANGLES AT L3 TERRACE	2,300	$ 2,300			$ 2,300	100%	-	230	10%
175	EMBEDS AT L3 EXTERIOR CMU SUPPORT	9,800	$ 9,800			$ 9,800	100%	-	980	10%
180	L3 EXTERIOR CMU SUPPORT	17,400	$ 17,400			$ 17,400	100%	-	1,740	10%
185	EMBEDS AT L6 STONE BAND ANGLE SUPPORT	5,200	$ 5,200			$ 5,200	100%	-	520	10%
190	L6 STONE BAND ANGLE SUPPORTS	12,400	$ 12,400			$ 12,400	100%	-	1,240	10%
195	EMBEDS AT ROOF LEVEL EXTERIOR CMU SUPPORT	1,000	$ 1,000			$ 1,000	100%	-	100	10%
200	ROOF LEVEL EXTERIOR CMU SUPPORTS	3,500	$ 3,500			$ 3,500	100%	-	350	10%
205	EMBEDS AT L3 TRELLIS COLUMNS	500	$ 500			$ 500	100%	-	50	10%
210	L3 TRELLIS COLUMNS	8,600	$ 8,600			$ 8,600	100%	-	860	10%
215	STAINLESS CLIP ANGLES AT L3 TRELLIS	4,200	$ 4,200			$ 4,200	100%	-	420	10%
220	EMBEDS AT ROOF LIGHT GA TRUSS CHANNELS	8,600	$ 8,600			$ 8,600	100%	-	860	10%
225	ROOF LIGHT GA TRUSS CHANNELS	23,000	$ 23,000			$ 23,000	100%	-	2,300	10%
230	EMBEDS AT ROOF PENTHOUSE COLUMNS	600	$ 600			$ 600	100%	-	60	10%
235	ROOF PENTHOUSE COLUMNS	6,500	$ 6,500			$ 6,500	100%	-	650	10%
240	ROOF PENTHOUSE HEADERS	3,500	$ 3,500			$ 3,500	100%	-	350	10%
245	EMBED PLATES FOR LIGHT GA BRACING	700	$ 700			$ 700	100%	-	70	10%
250	STAIR 3 EMBEDS	3,600	$ 3,600			$ 3,600	100%	-	360	10%
255	STAIR 3 UNITS AND LANDINGS	126,050	$ 126,050			$ 126,050	100%	-	12,605	10%
256	STAIR 3 WALL SUPPORTS	5,000	$ 5,000			$ 5,000	100%	-	500	10%
260	STAIR 3 WALL RAILS AND GATE	17,000	$ 17,000			$ 17,000	100%	-	1,700	10%
265	STAIR 4 EMBEDS	3,600	$ 3,600			$ 3,600	100%	-	360	10%
270	STAIR 4 UNITS AND LANDINGS	95,000	$ 95,000			$ 95,000	100%	-	9,500	10%
271	STAIR 4 WALL SUPPORTS	4,500	$ 4,500			$ 4,500	100%	-	450	10%
275	STAIR 4 WALL RAILS	12,000	$ 12,000			$ 12,000	100%	-	1,200	10%
A	SUBTOTAL	$ 506,750.00	$ 506,750.00	$ -	$ -	$ 506,750.00	100%	$ -	$ 50,675.00	10%

R - 20293

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO. : 9
APPLICATION DATE
PERIOD TO
CONTRACT NO 8 6 5

A	B	C	D	E	F	G	H	I	J	
			= G from Previous App			= D + E + F		= C - G		
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE	%
	BASE CONTRACT									
280	STAIR 5 UNITS AND LANDINGS	6,200	6,200.00			6,200.00	100%	-	620	10%
285	STAIR 5 RAILS	2,100	2,100.00			2,100.00	100%	-	210	10%
290	STAIR 6 EMBEDS	800	800.00			800.00	100%	-	80	10%
295	STAIR 6 UNITS AND LANDINGS	27,000	27,000.00			27,000.00	100%	-	2,700	10%
296	STAIR 6 WALL SUPPORTS	1,600	1,600.00			1,600.00	100%	-	160	10%
300	STAIR 6 WALL RAILS AND GATE	4,600	4,600.00			4,600.00	100%	-	460	10%
305	STAIR 7 AND 8 RAILS	4,400	-			-	0%	4,400	-	0%
310	STAIR 7 AND 8 NOSINGS	1,200	-			-	0%	1,200	-	0%
315	STAIR 9 UNITS AND LANDINGS	9,800	9,800.00			9,800.00	100%	-	980	10%
320	STAIR 9 RAILINGS	6,500	6,500.00			6,500.00	100%	-	650	10%
325	LOOSE LINTELS BELOW 2ND LEVEL	8,400	8,400.00			8,400.00	100%	-	840	10%
330	EMBEDS AT STORM AND SANITARY PITS GRATING	1,000	1,000			1,000.00	100%	-	100	10%
335	GRATING AT STORM AND SANITARY PITS	2,100	2,100			2,100.00	100%	-	210	10%
340	EMBEDS AT LAUNDRY ROOM GRATING	600	600			600.00	100%	-	60	10%
345	LAUNDRY ROOM GRATING	2,900	2,900			2,900.00	100%	-	290	10%
350	INTERIOR CMU SUPPORTS	20,000	20,000.00			20,000.00	100%	-	2,000	10%
355	COMPACTOR BOLLARDS	1,000	1,000.00			1,000.00	100%	-	100	10%
360	EMBEDS AT AREA WAY GRATING	700	700.00			700.00	100%	-	70	10%
365	AREAWAY GRATING	8,400	8,400.00			8,400.00	100%	-	840	10%
370	STEEL PLATE AT ROOF TERMINATION	1,200	1,200.00			1,200.00	100%	-	120	10%
375	EMBEDS AT BALL ROOM ROOF JOISTS	800	800.00			800.00	100%	-	80	10%
380	BENT PLATES/BRIDGING CLIPS AT BALLROOM JOISTS	800	800.00			800.00	100%	-	80	10%
385	BALLROOM JOISTS	15,000	15,000.00			15,000.00	100%	-	1,500	10%
390	CHANNELS AT ROOF LOUVERS	3,500	3,500.00			3,500.00	100%	-	350	10%
395	EMBEDS AT OH DOOR TRACK	1,000	1,000.00			1,000.00	100%	-	100	10%
400	SHIMS AT SHELF ANGLE (IF REQ'D)	4,400	4,400.00			4,400.00	100%	-	440	10%
405	SHEET PILE CONNECTION PLATES	4,000	4,000.00			4,000.00	100%	-	400	10%
410	EMBEDS AT WON-DOOR SUPPORTS	3,000	3,000.00			3,000.00	100%	-	300	10%
415	WON-DOOR SUPPORTS	17,000	-	17,000		17,000.00	100%	-	1,700	10%
420	EMBEDS AT OPERABLE PARTITION SUPPORTS	4,400	4,400.00			4,400.00	100%	-	440	10%
425	OPERABLE PARTITION SUPPORTS	26,000	26,000.00			26,000.00	100%	-	2,600	10%
A	PAGE TOTAL	$ 190,400.00	$ 167,800.00	$ 17,000.00	$ -	$ 184,800.00	97%	$ 5,600.00	$ 18,480.00	10%
	SUBTOTAL TOTAL	$ 697,150.00	$ 674,550.00	$ 17,000.00	$ -	$ 691,550.00	99%	5,600.00	$ 69,155.00	

R - 20294

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO.
APPLICATION DATE
PERIOD TO
CONTRACT NO:

A	B	C	D = G from Previous App	E	F	G = D + E + F	H	I = C - G	J	
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE % of Complete to Date	%
	BASE CONTRACT									
430	PREFABRICATED PLANK SYSTEM AT ROOF	122,000.00				-	0%	$ 122,000.00	$ -	0%
445	COMPOSITE CLEAN UP CREW ALLOWANCE	16,500.00	8,250.00			8,250.00	50%	$ 8,250.00	$ 825.00	5%
	DETAILING	80,000.00	72,000.00	8,000.00		80,000.00	100%	$ -	$ 8,000.00	10%
	INSTALL	631,000.00	504,750.00	31,550.00		536,300.00	85%	$ 94,700.00	$ 53,630.00	8%
	PAGE TOTAL	$ 849,500.00	$ 585,000.00	$ 39,550.00	$ -	$ 624,550.00	74%	$ 224,950.00	$ 62,455.00	10%
A	SUBTOTAL	$ 1,546,650.00	$ 1,259,550.00	$ 56,550.00	$ -	$ 1,316,100.00	85%	$ 230,550.00	$ 131,010.00	10%
	CHANGE ORDERS									
CO1	BUSPORT EMBEDS AND SUPPORTS	$ 7,067.00				-	0%	$ 7,067.00	$ -	10%
CO4	Del Pool Decking	(46,000.00)	(46,000.00)			(46,000.00)	100%	$ -	$ (4,600.00)	10%
CO5	SI 10 Added Columns and Beams	22,097.00	22,097.00			22,097.00	100%	$ -	$ 2,209.70	10%
B	SUBTOTAL	$ (16,836.00)	$ (23,903.00)	$ -	$ -	$ (23,903.00)	142%	$ 7,067.00	$ (2,390.30)	10%
A+B	TOTALS	$ 1,529,814.00	$ 1,235,647.00	$ 56,550.00	$ -	$ 1,292,197.00	84%	$ 237,617.00	$ 129,219.70	10%

R - 20295

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That __Miscellaneous Steel Industries, Inc.__ (the "Lienor") for and in consideration of the payment of the sum of $_50,895___ and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

_____

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the _31st _ day of _March__, 2017_, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this _18th day of _April_, 2017.

Signed, sealed and delivered
in the presence of:

_____
Signature
_Talli Hardcastle_____
Print Name

Miscellaneous Steel Industries, Inc._____
a ____Texas_____ corporation

_____
Signature
Bryan Lovelady_____
Print Name & Title

STATE OF __Texas_____

COUNTY OF __Hays_____

The foregoing instrument was acknowledged before me this __18th day of _April_, 2017_, by Bryan Lovelady_, CFO_ of _Miscellaneous Steel Industries, Inc., a Texas corporation on, on behalf of the corporation. He/she is personally known to me or has produced TXDL as identification.

_____
NOTARY PUBLIC, STATE OF _Texas__

My Commission Expires: ___8-19-2017_

TALLI JO HARDCASTLE
NOTARY PUBLIC
State of Texas
Comm. Exp. 08-19-2017

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	4/18/2017

PRIME SUB'S NAME	Miscellaneous Steel Industries, Inc.
Attachment for Pay Req #:	9
for Month Ending:	30-Apr-17

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)		Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: *(as noed on releases)*	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
Acero Construction Services, Inc.	*NO*	*NO*	*N/A*	*NO*	*YES*	*YES*	*$63,100.00*	*4/1/2017*	*4/30/2017* ✓	*PARTIAL*	*FINAL*	
Martin Welding	*NO*	*NO*	*N/A*	*NO*	*NO*	*NO*	*$310,732.00*	*3/31/2017*	*3/31/2017*	*PARTIAL*	*FINAL*	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

R - 20297

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned, Acero Construction Services, Inc. (Name of Vendor), pursuant to a contract or agreement with Balfour Beatty Construction, LLC ("BBC"), Miscellaneous Steel Industries, Inc. (Name of Subcontractor) a subcontractor to BBC or a sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as: Hotel at Marion Square (Name or Description of Project) ("Project") which is located at 404 King Street. Charleston, SC 29403 (Street Address) in the City of Charleston, and County of Charleston, and is owned by Library Associates, LLC. (Name of Owner) ("Owner").

Subcontractor has been paid and received payment of $ $ 31,550.00 (Amount to be paid to Vendor) the sufficiency of which is hereby acknowledged and confesse

and as such Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and bonds or b for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Pro 4/30/2017 (Insert date through which release is given) (the "Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and lost profits, impact cost and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, c regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

None

(Describe here or set out in an Attachment "A" which must be identified here and attached, all extras not included in the Release. Failure to describe any extras as excluded shall be a waiver and release of any right to payment for such work.)

Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subco further affirms, represents and warrants that, except as noted above: (1) Subcontractor has no lien or claim of lien, either actual or or claim c either actual or potential, bond right or claim, or contractual right or claim for payment with respect to any Work performed, rendered, supp furnished by Subcontractor prior to the Release Date; and, (2) all persons and entities that have performed or rendered labor or services, or s or furnished materials, equipment, furniture and furnishings, to Subcontractor in connection with the Work have been paid in full all undisput and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or respect to the Project.

NOTICE: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.

Subcontractor acknowledges, affirms, represents and warrants that it has fully reviewed the terms and conditions of this waiver, that it is fully with respect to the legal effect of this waiver, and that it accepts the terms and conditions of waiver in return for the payment recited above.

Given under hand and seal this 18th day of April 20 17.

Acero Construction Services, Inc.
(Name of Vendor)

signature

By: Bryan Lovelady, CFO
(Print or Type the Signers Name and Title)

STATE OF Texas

COUNTY OF Hays

The foregoing instrument was signed, sealed and acknowledged before me this 18th day of April 20 17, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to gi Affidavit and that the foregoing statements are true.

Signed: Notary Public

My Commission expires: 8-19-17

TALLI JO HARDCASTLE
NOTARY PUBLIC
State of Texas
Comm. Exp. 08-19-2017

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty Construction

Request for Payment

Pay Request # 8
Work Performed Through: 04/30/17

Subcontractor's Name: Baker Roofing
Subcontractor's Address: 517 Mercury Street
Raleigh, NC 27603

Phone Number: 919-828-2975
Fax Number: 919-828-9352

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 04/20/17
Owner: Library Associates, LLC

Description of Work: Roofing

Original Contract Amount	$846,920.00	
Change Order Total	$42,984.38	
Through C/O #: 0		
Total Revised Contract	$889,904.38	
Previous Work Performed to Date(SSR)	$334,299.77	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$16,150.00	
Current Month Gross	$207,794.77	
New Work Performed to Date	$558,244.54	
Less 10 % Retainage	$55,824.45	
Amount Earned to Date	$502,420.09	
Less Previous Net Billings	$300,869.79	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$201,550.29	

Subcontract [X] Purchase Order [ ]
Other Contract Type

Unit Price [ ] Lump Sum [X]
Bonded [ ] Unbonded [X]

Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	Finaled	
Insurance Expiration Date	07/01/17	
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site If yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

Owner Billing Number:
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select # / Batch #:

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
		109256	13026400	47

Date	Invoice #	Description
04/30/17	13026400 - 08	13026400 . PE# 08 . 17.04

Gross Amount	Retainage Amt	Net Amount
$207,794.77	$10,389.74	$201,550.29

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO			NO

Hall Codes: 02- OWNER FUNDING
PM APP
LT waivers
STORED MATERIAL DOCUMENTS
need CO for $23,,117.53

Approvals:
PM / Date
CA 04/28/17
PA / Date
APA / Date

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO CONSTRUCTION MANAGER:
Balfour Beatty Construction
1930 Camden Rd. Suite 280
Charlotte, NC 28210

FROM CONTRACTOR:
BAKER ROOFING COMPANY
PO BOX 28057
RALEIGH, NC 27603

CONTRACT FOR: CONSTRUCTION

PROJECT: **HOTEL AT MARION SQUARE**

VIA ARCHITECT:

APPLICATION NO: **8**

PERIOD TO: **4/30/2017**

PROJECT NO: **#13026000**

Distribution to:
[X] OWNER
[X] ARCHITECT
[X] INSPECTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	846,920.00
2. Net change by Change Orders	$	42,984.38
3. CONTRACT SUM TO DATE (Line 1 + 2)	$	889,904.38
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	558,244.54
5. RETAINAGE:	$	55,824.46
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	502,420.08
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	300,869.79
8. CURRENT PAYMENT DUE	$	201,550.29
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	387,484.30

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

The undersigned Construction Manager (CM) certifies that to the best of the CM'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 CM 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.

SUBCONTRACTOR

By: _____ Date: 4/18/2017

CONTRACTOR

By: _____ Date: _____

CONSTRUCTION MANAGER

By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT REQUESTED . . . . . $ 201,550.29

(Attach explanation if amount requested differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount requested.)

ARCHITECT:

By: _____ Date: _____

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

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO. 8
APPLICATION DATE. 4/18/17
PERIOD TO 4/30/17

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (II - E)	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 10%
	MOBILIZATION	78,441.00		78,441.00	15,688.00	23,532.50	-	39,220.50	50.00%	39,220.50	3,922.05
	MOBILIZATION	7,000.00		7,000.00	7,000.00		-	7,000.00	100.00%	-	700.00
	SUBMITTALS	22,650.00		22,650.00	22,650.00		-	22,650.00	100.00%	-	2,265.00
	PUNCHLIST	1,600.00		1,600.00			-	-	0.00%	1,600.00	-
	PUNCHLIST	15,390.00		15,390.00			-	-	0.00%	15,390.00	-
	UPPER PVC ROOF MATERIALS	29,671.00		29,671.00	29,671.00		-	29,671.00	100.00%	-	2,967.10
	MAIN UPPER COPPER ROOF MAT	137,695.00		137,695.00	103,271.00	34,424.00	-	137,695.00	100.00%	-	13,769.50
	UPPER PVC ROOF LABOR	13,900.00		13,900.00	6,950.00		-	6,950.00	50.00%	6,950.00	695.00
	MAIN UPPER COPPER ROOF LABOR	65,520.00		65,520.00	6,552.00	19,656.00	-	26,208.00	40.00%	39,312.00	2,620.80
	LOWER CANOPY ROOF MATERIALS	16,281.00		16,281.00	12,210.00			12,210.00	75.00%	4,071.00	1,221.00
	7TH FL TERRACE COPPER ROOF MAT	21,770.00		21,770.00	16,327.00		-	16,327.00	75.00%	5,443.00	1,632.70
	LOWER CANOPY ROO F LABOR	7,900.00		7,900.00			-	-	0.00%	7,900.00	-
	7TH FL TERRACE COPPER ROOF LAB	14,450.00		14,450.00			-	-	0.00%	14,450.00	-
	CLOSE OU DOCUMENTS SINGLE PLY	500.00		500.00				-	0.00%	500.00	-
	COMPOSITE CLEAN UP SINGLE PLY	500.00		500.00			-	-	0.00%	500.00	-
	BALLROOM COPPER ROOF MAT	12,740.00		12,740.00	12,740.00		-	12,740.00	100.00%	-	1,274.00
	BALLROOM COPPER ROOF LABOR	6,300.00		6,300.00		1,260.00	-	1,260.00	20.00%	5,040.00	126.00
	7TH FL TERRACE SOFFIT MATERIALS	6,950.00		6,950.00			6,950.00	6,950.00	100.00%	-	695.00
	7TH FL TERRACE SOFFIT LABOR	7,560.00		7,560.00			-	-	0.00%	7,560.00	-
	CORNICE AND BUILT IN GUJTTER MAT	145,350.00		145,350.00	58,140.00		-	58,140.00	40.00%	87,210.00	5,814.00
	CORNICE AND BUILT IN GUTTER LAB	60,410.00		60,410.00			-	-	0.00%	60,410.00	-
	7TH FL HALF ROUND GUTTER MAT	3,810.00		3,810.00	3,810.00			3,810.00	100.00%	-	381.00
	7TH FL HALF ROUND GUTTER LABOR	1,510.00		1,510.00				-	0.00%	1,510.00	-
	BALLROOM HALF ROUND GUTTE MAT	18,010.00		18,010.00	18,010.00			18,010.00	100.00%	-	1,801.00
	BALLROOM HALF ROUND GUTT LABOR	8,330.00		8,330.00			-	-	0.00%	8,330.00	-
	LOUVER MATERIALS	83,490.00		83,490.00		83,490.00		83,490.00	100.00%		8,349.00
	LOUVER LABOR	3,700.00		3,700.00				-	0.00%	3,700.00	-
	COPING AND TRIM MATERIALS	9,200.00		9,200.00			9,200.00	9,200.00	100.00%	-	920.00
	COPING AND TRIM LABOR	5,940.00		5,940.00				-	0.00%	5,940.00	-
	CLOSOUT DOCUMENTS	2,700.00		2,700.00			-	-	0.00%	2,700.00	-
	MOCK UP	9,722.00		9,722.00	9,722.00		-	9,722.00	100.00%	-	972.20
	TEMP ROOF ALLOWANCE	20,000.00		20,000.00		15,000.00	-	15,000.00	75.00%	5,000.00	1,500.00
	WOOD BLOCKING	5,930.00		5,930.00			-	-	0.00%	5,930.00	-
	COMPOSITE CLEAN UP COPPER ROOF	2,000.00		2,000.00			-	-	0.00%	2,000.00	-
	MARQUEE MOCKUP	23,117.53		23,117.53	11,558.77	11,558.76	-	23,117.53	100.00%	-	2,311.75

R - 20301

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar
Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO: 8
APPLICATION DATE: 4/18/17
PERIOD TO: 4/30/17

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	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 10%
	CO#2 METAL FLASHING AT CAPSTO	19,866.85		19,866.85		18,873.51	-	18,873.51	95.00%	993.34	1,887.35
	GRAND TOTALS	889,904.38	0.00	889,904.38	334,299.77	207,794.77	16,150.00	558,244.54	63.29%	331,659.84	55,824.45

R - 20302

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That BAKER ROOFING COMPANY (the "Lienor") for and in consideration of the payment of the sum of $201,550.29 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

_____

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 30 day of April, 2017, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 18 day of April, 2017.

Signed, sealed and delivered
In the presence of:

_____
Signature
MELINDA CATES
Print Name

BAKER ROOFING COMPANY
a NORTH CAROLINA corporation

_____
Signature
BRUCE HARRINGTON, VICE PRESIDENT
Print Name & Title

STATE OF NC

COUNTY OF WAKE

The foregoing instrument was acknowledged before me this 18 day of April, 2017 by BRUCE HARRINGTON, VICE PRESIDENT of BAKER ROOFING COMPANY, a NORTH CAROLINA corporation on, on behalf of the corporation. He/she is personally known to me or has produced SELF (type of identification) as identification.

_____
NOTARY PUBLIC, STATE OF NORTH CAROLINA

My Commission Expires: 3/23/20

MELINDA B. CATES NOTARY PUBLIC WAKE COUNTY, NC

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

R - 20304

Baker Roofing Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000
Date Prepared:	4/18/2017
PRIME SUB'S NAME	BAKER ROOFING COMPANY
Attachment for Pay Req #:	8
for Month Ending:	4/30/2017

A	B	C	D	E	F	G	H	I	J		K
Subcontractor/Supplier: List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed.	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)		Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent release is dated through:	Tier's most recent release is dated through: (as read on release)	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
SOUTHERN ALUMINUM FINISHING VILLA RICA, GA 770-942-1207	NO			YES	YES	NO	$12,278.31	3/30/2017	3/30/2017	PARTIAL	FINAL	
ABC SUPPLY CO INC	NO			YES	YES	NO	$93,478.04	2/28/2017	2/28/2017	PARTIAL	FINAL	
ENGLERT	NO			YES	YES	NO	$4,211.59	10/30/2016	10/30/2016	PARTIAL	FINAL	
ORNAMETAL S MANUFACTURING	NO			YES	YES	NO	$9,930.40	2/28/2017	2/28/2017	PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Material Bill of Sale

TO: Balfour Beatty Construction, LLC

REGARDING: Material Bill of Sale, Conditional Upon Receipt of Payment

DATE: 4/18/17

We hereby transfer, convey and assign title for the property described below and located at the address indicated below to BALFOUR BEATTY CONSTRUCTION, LLC for the sum of SIXTEEN THOUSAND ONE HUNDRED FIFTY AND 00/100 ($ 16,150.00) Dollars.

We further certify that we have full title to this material and that we will defend same against any and all claims.

Material Description: 7TH FLOOR TERRACE SOFFIT MATERIALS COPING AND TRIM MATERIALS

Stored Address: BAKER ROOFING WAREHOUSE
517 MERCURY STREET
RALEIGH, NC 27603

Sum Total Value: $16,150.00

Witness:

_____

_____

Subcontractor:

BAKER ROOFING COMPANY

_____ VICE PRESIDENT
Name & Title

State of NC County of WAKE

The foregoing instrument was acknowledged before me this 18 day of APRIL 20 17, by BRUCE HARRINGTON as VICE PRESIDENT of BAKER ROOFING COMPANY.

My Commission Expires: _____
Notary Public

MELINDA B. CATES NOTARY PUBLIC WAKE COUNTY, NC (Seal)

Jon Cagle will contact you about the Stored Material Tracker when he gets back in the office

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 4/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER
NFP Corporate Services (SE), Inc.
1901 Roxborough Rd, Ste 300
Charlotte NC 28226

CONTACT NAME: Mitzi Hines
PHONE (A/C, No, Ext): 704-200-9399 FAX (A/C, No): 704-973-9501
E-MAIL ADDRESS: mitzi.hines@nfp.com
PRODUCER CUSTOMER ID: BAKEROO

INSURED
Baker Roofing Company
P O Box 26057
Raleigh NC 27611

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Zurich North America	16535
INSURER B: XL Specialty Insurance Company	37885
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 52948352 **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	PROPERTY				BUILDING	$
	CAUSES OF LOSS: BASIC / BROAD / SPECIAL / EARTHQUAKE / WIND / FLOOD	DEDUCTIBLES: BUILDING / CONTENTS			PERSONAL PROPERTY	$
					BUSINESS INCOME	$
					EXTRA EXPENSE	$
					RENTAL VALUE	$
					BLANKET BUILDING	$
					BLANKET PERS PROP	$
					BLANKET BLDG & PP	$
						$
						$
A	X INLAND MARINE CAUSES OF LOSS: NAMED PERILS	TYPE OF POLICY: Installation Flt POLICY NUMBER: MBR0174648-02	7/1/2016	7/1/2017	X Per Job Limit X Prop In Transit X Temp Storage X Deductible	$3,000,000 $500,000 $500,000 $2,500
B	X CRIME TYPE OF POLICY	ELU139752-16	7/1/2016	7/1/2017	X Client Coverage X Emp Theft	$1,000,000 $1,000,000
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					$ $
A	Contractors Equipment	CPP0174646-02	7/1/2016	7/1/2017	X Lease&Rent Equp X Sched Equipment	$150,000 $2,765,762

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

Project: 1080119-16 - Hotel At Marion Square, Charleston, SC : Balfour Beatty Construction, LLC. is loss payee and additional insured with regards to the following stored materials:

See Attached...

CERTIFICATE HOLDER

Balfour Beatty Construction, LLC
P.O. Box 199515
Dallas TX 75219

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Alan Wise

© 1995-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

AGENCY CUSTOMER ID: BAKEROO

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
NE orporate Services (SE), Inc.	Baker Roofing Company P O Box 26057 Raleigh NC 27611
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 24 FORM TITLE: CERTIFICATE OF PROPERTY INSURANCE

Special Conditions
Lower Canopy Roof Materials, 7th Floor Terrace Soffit Materials and coping and trim materials valued at $16,150 and stored at Baker Roofing Company warehouse located at 517 Mercury Street, Raleigh, NC 27603

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Item Description	Submitted	Reviewed
Application for Payment Documentation		
Request for Payment / Payment Application standard BBC form - all subcontractors must use	4/18/2017	
Schedule of Values (SOV) - matches AIA G703	4/18/2017	
Conditional Waiver and Release on Progress Payment	4/18/2017	
Subguard Sub-Tier / Supplier Releases - form submitted by subcontractor that tells us who needs to be joint checked		
Subcontractor Supplier Invoices - back up for joint checks, if applicable		
Subcontractor Joint Check List - internal form used when joint checks are required		
Approved certificate of insurance through the payment requisition date		
Stored materials back up documentation, if applicable		
Owner Waiver		
If applicable, subcontractor change request log (for purposes of verifying with the project cost event logs)		

R - 20308

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Item Description	Submitted	Reviewed

R - 20309

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108



ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - E#2019C



ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108



ELECTRONICALLY FILED - 2023 May 16 - 10:[illegible] - [illegible] - COMMON PLEAS - CASE#2019CP1001108



FILED - 2023 May 16 2:10 PM - CLA - IN - CASE#2019CP1001108



ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108



ELECTRONICALLY FILED - 2023 May-16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108



ELECTRONICALLY FILED - 2023 May 16 2:1 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001408

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty Construction

Request for Payment

Pay Request # 9
Work Performed Through: 04/30/17

Subcontractor's Name: Waterproofing Specialties, Inc
Subcontractor's Address: 8086 Waterford Dr
Stanley, NC 28164

Phone Number -
Fax Number

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 04/18/17
Owner: Library Associates, LLC

Description of Work: Waterproofing

Original Contract Amount	$720,000.00	
Change Order Total	$21,863.00	
Through C/O #: 1		
Total Revised Contract	$741,863.00	
Previous Work Performed to Date(SSR)	$443,763.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$22,988.00	
New Work Performed to Date	$466,751.00	
Less 10 % Retainage	$46,675.10	
Amount Earned to Date	$420,075.90	
Less Previous Net Billings	$399,386.70	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$20,689.20	

Subcontract [X] Purchase Order [ ]
Other Contract Type

Unit Price [ ] Lump Sum [X]
Bonded [ ] Unbonded [X]

Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	Finaled	
Insurance Expiration Date	07/24/17	
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release # Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site If yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

Owner Billing Number: 12
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #: 1321397
Batch #: 2164543

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	120122	13026400	534867
Date	Invoice #	Description		
04/30/17	13026400 - 09	13026400 . PE# 09 . 17.04		
Gross Amount		Retainage Amt	Net Amount	
$22,988.00		$1,149.40	$20,689.20	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO		400.50700000.40		NO

Hall Codes: 02- OWNER FUNDING Lower Tier Waivers
PM App

Approvals:
PM / Date
CA 04/18/17
PA / Date
APA / Date

R - 20317

Barnhart Four Beatty

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO CONSTRUCTION MANAGER:
Balfour Beatty Construction
1930 Camden Rd. Suite 280
Charlotte, NC 28210

PROJECT: **HOTEL AT MARION SQUARE**

APPLICATION NO: **9**

Distribution to:
X OWNER
X ARCHITECT
X INSPECTOR

PERIOD TO: **4/30/2017**

FROM CONTRACTOR:
Waterproofing Specialties Inc
8066 Waterford Dr
Stanley, NC 28164

VIA ARCHITECT:

PROJECT NO: **#13026000**

CONTRACT FOR: CONSTRUCTION

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	720,000.00
2. Net change by Change Orders	$	35,965.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	755,965.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	466,751.00
5. RETAINAGE:	$	46,675.10
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	420,075.90
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	399,386.70
8. CURRENT PAYMENT DUE	$	20,689.20
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	335,889.10

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$21,863.00	$0.00
Total approved this Month	$14,102.00	$0.00
TOTALS	$35,965.00	$0.00
NET CHANGES by Change Order	$35,965.00	

The undersigned Construction Manager (CM) certifies that to the best of the CM'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 CM 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.

DISTRICT: WATERPROOFING SPECIALTIES, INC.

By: _____ Date: 4/26/17

DISTRICT:

By: _____ Date: _____

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect advises the Owner that to the Architect's knowledge, information and belief the Work has progressed as indicated, the Work is in general accordance with the Contract Documents, and the Contractors are entitled to payment of the AMOUNT REQUESTED.

AMOUNT REQUESTED . . . . . $ _____

(Attach explanation if amount requested differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount requested.)

ARCHITECT:

By: _____ Date: _____

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

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 9
APPLICATION DATE: 4/13/17
PERIOD TO: 4/30/17

Balfour Beatty Project

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE	% (G ÷ C)	BALANCE TO FINISH	RETAINAGE
					FROM PREVIOUS APPLICATION (D+E+F)	THIS PERIOD (H - E)		(D+E+F)		(C - G)	10%
1	Submittals	3,000.00		3,000.00	1,500.00		-	1,500.00	50.00%	1,500.00	150.00
2	Below Grade Waterproofing-Cap Beam	20,400.00		20,400.00	20,400.00		-	20,400.00	100.00%	-	2,040.00
3	Below Grade Waterproofing-NW Quad	100,000.00		100,000.00	100,000.00		-	100,000.00	100.00%	-	10,000.00
4	Below Grade Waterproofing NE Quad	100,000.00		100,000.00	100,000.00		-	100,000.00	100.00%	-	10,000.00
5	Below Grade Waterproofing-SW Quad	100,000.00		100,000.00	100,000.00		-	100,000.00	100.00%	-	10,000.00
6	Below Grade Waterproofing-SE Quad	100,000.00		100,000.00	100,000.00		-	100,000.00	100.00%	-	10,000.00
7	4: SPF w/ignition barrier	77,400.00		77,400.00			-	-	0.00%	77,400.00	-
8	3: /tc 416 /gO (subcontract)	67,300.00		67,300.00			-	-	0.00%	67,300.00	-
9	Exterior Sealants	104,000.00		104,000.00			-	-	0.00%	104,000.00	-
10	Interior Fixtures	4,800.00		4,800.00			-	-	0.00%	4,800.00	-
11	Interior Door Frames & Windows	33,600.00		33,600.00			-	-	0.00%	33,600.00	-
12	Toilet fixtures	7,000.00		7,000.00			-	-	0.00%	7,000.00	-
13	Owner furnished equipment	2,500.00		2,500.00			-	-	0.00%	2,500.00	-
14	CO #1 Bond	14,400.00		14,400.00	14,400.00		-	14,400.00	100.00%	-	1,440.00
15	CO #2	-		-			-	-	#DIV/0!	-	-
16	CO #3	313.00		313.00	313.00		-	313.00	100.00%	-	31.30
17	CO #4	7,150.00		7,150.00	7,150.00		-	7,150.00	100.00%	-	715.00
18	CO #5	14,102.00		14,102.00		14,102.00	-	14,102.00	100.00%	-	1,410.20
19	Pending Change Order (Flashing work)	8,886.00		8,886.00		8,886.00	-	8,886.00	100.00%	-	888.60
20				-			-	-	#DIV/0!	-	-
21				-			-	-	#DIV/0!	-	-
22				-			-	-	#DIV/0!	-	-
23				-			-	-	#DIV/0!	-	-
24				-			-	-	#DIV/0!	-	-
25				-			-	-	#DIV/0!	-	-
26				-			-	-	#DIV/0!	-	-
				-			-	-	#DIV/0!	-	-
	GRAND TOTALS	764,851.00	0.00	764,851.00	443,763.00	22,988.00	0.00	466,751.00	61.03%	298,100.00	43,630.00

R - 20319

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That Waterproofing Specialties Inc. (the "Lienor") for and in consideration of the payment of the sum of $ 20,689.20 and other good and valuable consideration paid by Waterproofing Specialties Inc. (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 30th day of April, 20 17, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 17th day of April, 20 17.

Signed, sealed and delivered
in the presence of:

Jennifer Shaw
Signature
Jennifer Shaw
Print Name

Waterproofing Specialties Inc.
a NC corporation

Signature
Cardiff Shea - Vice President
Print Name & Title

STATE OF North Carolina

COUNTY OF Lincoln

BRENDA A WILLIAMS
Notary Public, North Carolina
Iredell County
My Commission Expires
July 04, 2017

The foregoing instrument was acknowledged before me this 17 day of April, 2017 by Cardiff Shea, Vice President of Waterproofing Specialties, Inc. corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF North Carolina

My Commission Expires: July 4, 2017

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square				
Job #	13026000				

Date Prepared:	4/17/2017	

PRIME SUB'S NAME	Waterproofing Specialties Inc.	
Attachment for Pay Req #:	9	
for Month Ending:	4/30/2017	

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)		Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: *(as need on releases)*	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
SAMPLE TIER *123 Example Dr.* *Somewhere, NC 27607* *919-834-1234*	*yes - PIT*	*NO*	*N/A*		*YES*	*NO*	*$12,123.00*	*4/27/2010*	*3/31/2010*	*PARTIAL*	*FINAL*	
Guaranteed Supply Co.	N	N	N/A	N	YES	NO	$218,652 28	1/2/2016	2/28/2017	PARTIAL		Req 3/31
ABC Supply	N	N	N/A	n	YES	NO	$823.43	2/2/2016	Final		FINAL	FINAL SENT PREVIOUSLY
Kenseal Construction Products	N	N	N/A	N	YES	NO	$500.05	12/5/2016	2/28/2017	PARTIAL		
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

R - 20321

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request # 6
Work Performed Through: 04/30/17

Subcontractor's Name: Premier Exteriors
Subcontractor's Address: 3047 Argent Blvd., Suite 12
Ridgeland, SC 29910

Phone Number: 843-645-6920
Fax Number:

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 04/20/17
Owner: Library Associates, LLC

Description of Work: STUCCO

Original Contract Amount	$861,508.00	
Change Order Total	$313,790.49	GET BOND RIDER!!
Through C/O # 0		
Total Revised Contract	$1,175,298.49	
Previous Work Performed to Date(SSR)	$129,034.59	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$31,175.92	
New Work Performed to Date	$160,210.51	
Less 10 % Retainage	$16,021.05	
Amount Earned to Date	$144,189.46	
Less Previous Net Billings	$116,131.13	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$28,058.33	

Subcontract [X] Purchase Order [ ]
Other Contract Type

Unit Price [ ] Lump Sum [X]
Bonded [ ] Unbonded [X]

Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [X]	N [ ]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	Finaled	
Insurance Expiration Date	01/01/18	
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site	Y [ ]	N [X]
If yes, attach stored materials checklist		
Final Payment	Y [ ]	N [X]
If yes, see attached checklist		

Owner Billing Number: 11
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #
Batch #

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50000	3493097	13026400	532370

Date	Invoice #	Description
04/30/17	13026400 - 06	13026400 . PE# 06 . 17.04

Gross Amount	Retainage Amt	Net Amount
$31,175.92	$1,558.80	$28,058.33

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400.51445000 40	NO

Halt Codes: 02- OWNER FUNDING
PM APP
~~Owner Waiver~~ ~~LTS~~

Approvals:
PM / Date
CA 04/12/17
PA / Date
APA / Date

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO CONSTRUCTION MANAGER:
Balfour Beatty Construction
1930 Camden Rd. Suite 280
Charlotte, NC 28210

PROJECT: **HOTEL AT MARION SQUARE**

APPLICATION NO: **6**

Distribution to:
X OWNER
X ARCHITECT
X INSPECTOR

PERIOD TO: **42855**

FROM CONTRACTOR:
Premier Exteriors LLC
3087 Argent Blvd
Ridgeland, SC 29936

VIA ARCHITECT:

PROJECT NO: **#13026000**

CONTRACT FOR: CONSTRUCTION

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	861,508.09
2. Net change by Change Orders	$	313,790.49
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	1,175,298.58
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	160,210.51
5. RETAINAGE:	$	16,021.05
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	144,189.46
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	116,131.13
8. CURRENT PAYMENT DUE	$	28,058.33
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	1,031,109.12

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

The undersigned Construction Manager (CM) certifies that to the best of the CM'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 CM 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.

SUBCONTRACTOR

By: _____ Date: 4/17/2017

CONTRACTOR

By: _____ Date: _____

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect advises the Owner that to the Architect's knowledge, information and belief the Work has progressed as indicated, the Work is in general accordance with the Contract Documents, and the Contractors are entitled to payment of the AMOUNT REQUESTED.

AMOUNT REQUESTED . . . . . $ 28,058.33

(Attach explanation if amount requested differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount requested.)

ARCHITECT:

By: _____ Date: _____

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

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W. · WASHINGTON, DC 20006-5292
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

AIA DOCUMENT G703 · CONTINUATION SHEET FOR G702 · 1992 EDITION · AIA · ©1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5292

R - 20323

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar
Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO: 6
APPLICATION DATE: 4/11/17
PERIOD TO: 4/30/17

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	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 10%
1				-			-	-		-	-
2	*CO#1*		147,246.36	147,246.36			-	-	0.00%	147,246.36	-
3	*Mock Wall*		2,822.16	2,822.16	2,822.16	-	-	2,822.16	100.00%	-	282.22
	Flashing CO's		12,574.05	12,574.05	12,574.05		-	12,574.05	100.00%	-	1,257.41
	Window Returns		40,284.00	40,284.00	36,237.00		-	36,237.00	89.95%	4,047.00	3,623.70
	Window Opening Patching		4,680.00	4,680.00	4,680.00		-	4,680.00	100.00%	-	468.00
	Flashing at L3 Terraces		2,234.00	2,234.00	2,234.00			2,234.00	100.00%	-	223.40
	ReWaterproofing Windows		3,949.92	3,949.92		3,949.92		3,949.92	100.00%	-	394.99
	Stucco Wall Prep (Allowance)		100,000.00	100,000.00		13,912.00		13,912.00	13.91%	86,088.00	
4				-			-	-	#DIV/0!	-	-
5	*Elevation North Materials*	$85,551.67		85,551.67	8,555.00		-	8,555.00	10.00%	76,996.67	855.50
6	*Elevation North Labor*	$105,320.43		105,320.43	6,000.00		-	6,000.00	5.70%	99,320.43	600.00
7	*Elevation EAST Materials*	$71,293.06		71,293.06	6,650.00	4,044.00	-	10,694.00	15.00%	60,599.06	1,069.40
14	*Elevation EAST Labor*	$87,767.03		87,767.03	10,516.00	2,650.00	-	13,166.00	15.00%	74,601.03	1,316.60
15	*Elevation SOUTH Materials*	$80,798.80		80,798.80	3,325.00		-	3,325.00	4.12%	77,473.80	332.50
16	*Elevation SOUTH Labor*	$99,469.30		99,469.30	4,974.00		-	4,974.00	5.00%	94,495.30	497.40
17	*Elevation WEST Materials*	$68,916.62		68,916.62	6,650.00		-	6,650.00	9.65%	62,266.62	665.00
18	*Elevation WEST Labor*	$84,841.46		84,841.46	10,576.00		-	10,576.00	12.47%	74,265.46	1,057.60
19	*Courtyard Materials*	$49,905.14		49,905.14			-	-	0.00%	49,905.14	-
20	*Courtyard Labor*	$61,436.92		61,436.92			-	-	0.00%	61,436.92	-
21	*Scaffolding*	$66,207.66		66,207.66	13,241.38	6,620.00	-	19,861.38	30.00%	46,346.28	1,986.14
22				-			-	-	#DIV/0!	-	-
23				-			-	-	#DIV/0!	-	-
24				-			-	-	#DIV/0!	-	-
25				-			-	-	#DIV/0!	-	-
26				-			-	-	#DIV/0!	-	-
				-			-	-	#DIV/0!	-	-
	GRAND TOTALS	861,508.09	313,790.49	1,175,298.58	129,034.59	31,175.92	0.00	160,210.51	18.60%	1,015,088.07	0.00

R - 20324

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

AIA DOCUMENT G703 CONTINUATION SHEET FOR G702 - 1992 EDITION AIA ©1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON D.C. 20006-5292

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That Capitol Materials (the "Lienor") for and in consideration of the payment of the sum of $ 10,574.82 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

None

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 31 day of January, 20 17 excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 2nd day of March, 2017.

Signed, sealed and delivered
in the presence of:

Capitol Materials
a _____ corporation

_____
Signature

_____
Print Name

Dan Fletcher, Regional Credit Mgr
Print Name & Title

STATE OF SC

COUNTY OF CHARLESTON

The foregoing instrument was acknowledged before me this 2nd day of MARCH, 2017 by _____, Dan Fletcher of Capitol Materials a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Stacie R Cohen
NOTARY PUBLIC STATE OF South Carolina

My Commission Expires: 10-21-26

STACI R. COHEN
Notary Public
State of South Carolina
My Commission Expires Oct 21, 2026

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That Capitol Materials (the "Lienor") for and in consideration of the payment of the sum of $ 17,575.95 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

None

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 28 day of February, 20 17, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 2nd day of MARCH, 2017

Signed, sealed and delivered
in the presence of:

CAPITOL MATERIALS
a _____ corporation

Signature

Print Name

Signature
DAN RICKER, REGIONAL CREDIT MGR
Print Name & Title

STATE OF SC

COUNTY OF CHARLESTON

The foregoing instrument was acknowledged before me this 2nd day of MARCH, 2017, by DAN RICKER of CAPITOL MATERIALS a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Staci R Cohen
NOTARY PUBLIC, STATE OF South Carolina

Commission Expires: 10-21-26

STACI R. COHEN
Notary Public
State of South Carolina
My Commission Expires Oct 21, 2026

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That Neff Rental, LLC (the "Lienor") for and in consideration of the payment of the sum of $ 1,087.84 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

None

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 28 day of February, 20 17, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 21st day of March, 2017

Signed, sealed and delivered
in the presence of:

Signature
Laurel M. Fowler
Print Name

Neff Rental, LLC
a _____ corporation

Signature
Nataline Bennett / Region Credit Assistant
Print Name & Title

STATE OF South Carolina

COUNTY OF Florence

The foregoing instrument was acknowledged before me this 21st day of March, 2017, by Nataline Bennett, Region Credit Assistant of Neff Rental, LLC, a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF South Carolina

My Commission Expires: July 16 2024

MICHELLE PERRITT
NOTARY PUBLIC
MARION COUNTY
STATE OF SOUTH CAROLINA

Balfour Beatty

TIER RELEASE SCHEDULE & OCIP CONFIRMATION LOG

Bal Beatty	Retainage						
WO #							
Date Prepared:	6/7/2017						

Retainage Held Per Contract	Percent % (or)
Retainage Held Per Party	$
Per Month Release	6/30/2017 (specify Month) DATE HERE

"Tier 1 for any Subcontractor/Supplier that is involved in an OCIP that will be implemented for this Project

A	B	C	D	E	F		G		H	I	J	K		L
Subcontractors/Suppliers (List all subs or suppliers who will perform work for this contract. List Address & Phone number	Indicate if tier is based on Tier 1 Tier 2	Notice to Owner Filed? (NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has Tier 2/3 complied to OCIP? (Yes/No)		Has tier billed for work to date? (Yes/No)		Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent lien waiver is dated through:	Tier's most recent release is dated through: (or none on account)	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
Ed Morse	Yes	No	No			NO	YES		$1,010,70	6/30/2017	6/30/2017	PARTIAL		
Capital Materials	Yes	No	No			NO	YES		$44,203.17	6/30/2017	6/30/2017	PARTIAL		
					YES	NO	YES	NO				PARTIAL	FINAL	
					YES	NO	YES	NO				PARTIAL	FINAL	
					YES	NO	YES	NO				PARTIAL	FINAL	
					YES	NO	YES	NO				PARTIAL	FINAL	
					YES	NO	YES	NO				PARTIAL	FINAL	
					YES	NO	YES	NO				PARTIAL	FINAL	
					YES	NO	YES	NO				PARTIAL	FINAL	
					YES	NO	YES	NO				PARTIAL	FINAL	
					YES	NO	YES	NO				PARTIAL	FINAL	
					YES	NO	YES	NO				PARTIAL	FINAL	
					YES	NO	YES	NO				PARTIAL	FINAL	
					YES	NO	YES	NO				PARTIAL	FINAL	
					YES	NO	YES	NO				PARTIAL	FINAL	
					YES	NO	YES	NO				PARTIAL	FINAL	
					YES	NO	YES	NO				PARTIAL	FINAL	
					YES	NO	YES	NO				PARTIAL	FINAL	
					YES	NO	YES	NO				PARTIAL	FINAL	
					YES	NO	YES	NO				PARTIAL	FINAL	
					YES	NO	YES	NO				PARTIAL	FINAL	

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That Premier Exteriors LLC (the "Lienor") for and in consideration of the payment of the sum of $ 28,058.33 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

_____

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 30 day of April, 20 17, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 21 day of April, 20 17

Signed, sealed and delivered
in the presence of:

Digitally signed by Kim Tredway
DN: cn=Kim Tredway, o=Premier Exteriors, ou=, email=ktredway@premierexteriorsllc.com, c=US
Date: 2017.03.16 08:15:11 -04'00'

Signature
Kim Tredway
Print Name

Premier Exteriors LLC
a _____ corporation

Digitally signed by Justin Harvey
DN: cn=Justin Harvey, o=Premier Exteriors LLC, ou=, email=justinh@premierexteriorsllc.com, c=US
Date: 2017.03.16 08:15:50 -04'00'

Signature
Justin Harvey/CEO
Print Name & Title

STATE OF SC

COUNTY OF Jasper

The foregoing instrument was acknowledged before me this 21 day of April, 20 17 by Justin Harvey, CEO of Premier Exteriors LLC, a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

_____
NOTARY PUBLIC, STATE OF SC

My Commission Expires: 11/25/23

Balfour Beatty
Construction

Request for Payment

Pay Request # 2
Work Performed Through: 03/30/17

Subcontractor's Name: Ram Tool
Subcontractor's Address: PO Box 743487
Atlanta, GA 30374-3487

Phone Number: 205-714-3300
Fax Number:

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 03/30/17
Owner: Library & Associates

Description of Work: Tools

Original Contract Amount	$2,595.08	
Change Order Total	$0.00	
Through C/O #: 0		
Total Revised Contract	$2,595.08	
Previous Work Performed to Date(SSR)	$2,595.08	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$1,580.55	
New Work Performed to Date	$4,175.63	
Less 0 % Retainage	$0.00	
Amount Earned to Date	$4,175.63	
Less Previous Net Billings	$2,595.08	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$1,580.55	

Subcontract [X] Purchase Order [ ]
Other Contract Type:
Unit Price [ ] Lump Sum [X]
Bonded [ ] Unbonded [X]
Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	Universal	
Insurance Expiration Date		
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site	Y [ ]	N [X]
If yes, attach stored materials checklist		
Final Payment	Y [ ]	N [X]
If yes, see attached checklist		

Owner Billing Number: N/A
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #:

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
50540	1967290	13026400	

Date	Invoice #	Description
03/30/17	13026400 - 02	13026400 . PE# 02 . 170330

Gross Amount	Retainage Amt	Net Amount
$1,580.55	$0.00	$1,580.55

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		50610000.00000000	NO

Hold Codes: 03- Cond Prog

Approvals:
PM / Date
CA 03/30/17
PA / Date
APA / Date

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That Ram Tool (the "Lienor") for and in consideration of the payment of the sum of $ 1,580.55 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

_____

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 30th day of March, 2017, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 30 day of March, 2017.

Signed, sealed and delivered
in the presence of:

Signature

Print Name

STATE OF AL

COUNTY OF Jefferson

Ram Tool

a _____ corporation

Signature

Print Name & Title

The foregoing instrument was acknowledged before me this 30 day of March, 2017, by _____, _____ of _____, a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF AL

My Commission Expires: 9-16-2020

EXHIBIT A

Ram Tool
Marion Square

JOB#: 13026400 CONTRACT#: 0 PAY APP# : 1

March 30, 2017

INVOICE DATE	INVOICE #	PREVIOUSLY PAID INVOICES	CURRENT INVOICES DUE	COMMENTS
2/13/2017	93526600	$ 199.04		PE01
2/16/2017	93533912	$ 197.64		PE01
2/20/2017	93539653	$ 32.06		PE01
2/21/2017	93541460	$ 208.26		PE01
2/24/2017	93550409	$ 90.28		PE01
2/27/2017	93552252	$ 183.63		PE01
2/27/2017	93552251	$ 979.83		PE01
2/28/2017	93555631	$ 211.05		PE01
3/1/2017	93558340	$ 493.29		PE01
3/3/2017	93562844		$ 21.35	PE02
3/6/2017	96565672		$ 347.89	PE02
3/7/2017	93567761		$ 111.76	PE02
3/7/2017	93567762		$ 298.38	PE02
3/7/2017	93567757		$ 27.94	PE02
3/15/2017	93583557		$ 565.09	PE02
3/15/2017	93583562		$ 160.58	PE02
3/15/2017	93583558		$ 47.56	PE02
		$ 2,595.08		

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

RAM TOOL
CONSTRUCTION SUPPLY CO.

ACCOUNTS RECEIVABLE DEPARTMENT
(205) 714-3300 / (800) 890-1988
FAX# (205) 322-6311

Please Remit To:
RAM Tool A/R Dept.
P.O. Box 743487
Atlanta, GA 30374-3487

Bill to carpentry

Invoice

93562844
03/03/2017
Sold-To Party : 105588

BLFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

CUMENTS
es Order: 3570457
. No.: PETE / MARION SQUARE

RECEIVED
MAR 13 2017
By

Ship-To-Party : 5210434
MARION SQUARE
CORNER OF KING AND HUTSON STREET
CHARLESTON SC 29403

INFORMATION

Incoterm	004 Truck Delivery
Branch Location	SC01 CHARLESTON, SC
Total Invoice Amount	**21.35 USD**
Terms of Payment	Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
30	COM-30 8 X 1/2 MOD TRUSS SELF DRILL ZINC	1,000 EA	0.01755	17.55
	Subtotal			17.55
	Freight			2.13
	Subtotal Before Tax			19.68
	Total Sales Tax			1.67
			Total Invoice in USD	21.35

~~(H) mgr appr~~
Batch #2312013
Doc # 1449034

Paid 3/30

13026400. 42040. 5061000

Vendor # 117022 PA CA 3/14/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400	42035	10146000	$ 21.35
			$

MGR APPROVAL
LESS Retainage Withheld $
Net Amount Due $

DID YOU KNOW: Invoices can be sent electronically and are also available via our NEW Online Customer Portal. Please contact us to learn more and sign up today. Thank you for your business! Email: arcustomerrequest@ram-tool.com

R - 20333

ELECTRONICALLY FILED 2019 May 10 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

RAM TOOL
CONSTRUCTION SUPPLY CO.

ACCOUNTS RECEIVABLE DEPARTMENT
(205) 714-3300 / (800) 890-1988
FAX# (205) 322-6311

Please Remit To:
RAM Tool A/R Dept.
P.O. Box 743487
Atlanta, GA 30374-3487

Invoice

93565672
03/06/2017
Sold-To Party : 105588

59312805*36073*D*429724346722430928*0403*#10 1/2

BLFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

CUMENTS
es Order: 3572987
. No.: MARTY / MARION SQUARE

RECEIVED
MAR 13 2017
By

Ship-To-Party : 5210434
MARION SQUARE
CORNER OF KING AND HUTSON STREET
CHARLESTON SC 29403

INFORMATION

Incoterm	004 Truck Delivery
Branch Location	SC01 CHARLESTON SC
Total Invoice Amount	**347.89 USD**
Terms of Payment	Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	RAW-08132 POWERFOAM 29OZ UNIT	24 EA	13.36000	320.64

Subtotal Before Tax	320.64
Total Sales Tax	27.25
Total Invoice in USD	347.89

(H) mgr app
Batch # 237,2013
Doc # 1449036

paid 3130

13026405.4240.5061000

Vendor # 117022 PA CA 3/14/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026405	42640	5061000	$ 347.89
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

DID YOU KNOW: Invoices can be sent electronically and are also available via our NEW Online Customer Portal. Please contact us to learn more and sign up today. Thank you for your business! Email: arcustomerrequest@ram-tool.com

R - 20334

ELECTRONICALLY FILED 2019 May 14 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

RAM TOOL
CONSTRUCTION SUPPLY CO.

ACCOUNTS RECEIVABLE DEPARTMENT
(205) 714-3300 / (800) 890-1988
FAX# (205) 322-6311

Please Remit To:
RAM Tool A/R Dept.
P.O. Box 743487
Atlanta, GA 30374-3487

Invoice

93567761
03/07/2017
Sold-To Party : 105588

BLFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

CUMENTS
es Order: 3576466
. No.: MARTY / MARION SQUARE

RECEIVED
MAR 13 2017
By

Ship-To-Party : 5210434
MARION SQUARE
CORNER OF KING AND HUTSON STREET
CHARLESTON SC 29403

INFORMATION

Incoterm	004 Truck Delivery
Branch Location	SC01 CHARLESTON, SC
Total Invoice Amount	**111.76 USD**
Terms of Payment	Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	RAW-02728 TAPPER+ HWH 1/4 X 3 1/4 (100/BX)	4 BOX	25.75000	103.00
	Subtotal Before Tax			103.00
	Total Sales Tax			8.76
			Total Invoice in USD	111.76

paid 3130

(H) mgr app
Batch # 2302013
Doc # 1449932

13026400 . 42040 . 50610000

Vendor # 117032 PA CA 3/14/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400	42040	50610000	$ 111.76
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

DID YOU KNOW: Invoices can be sent electronically and are also available via our NEW Online Customer Portal. Please contact us to learn more and sign up today. Thank you for your business! Email: arcustomerrequest@ram-tool.com

ELECTRONICALLY FILED [redacted] PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

RAM TOOL
CONSTRUCTION SUPPLY CO.

ACCOUNTS RECEIVABLE DEPARTMENT
(205) 714-3300 / (800) 890-1988
FAX# (205) 322-6311

Please Remit To:
RAM Tool A/R Dept.
P.O. Box 743487
Atlanta, GA 30374-3487

Invoice

93567762
03/07/2017
Sold-To Party : 105588

BLFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

CUMENTS
es Order: 3570622
. No.: MARTY / MARION SQUARE

RECEIVED
MAR 13 2017
By

Ship-To-Party : 5210434
MARION SQUARE
CORNER OF KING AND HUTSON STREET
CHARLESTON SC 29403

INFORMATION

Incoterm	004 Truck Delivery
Branch Location	SC01 CHARLESTON, SC
Total Invoice Amount	**298.38 USD**
Terms of Payment	Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	POWER TOOLS DEWALT DW680K PLANER	1 EA	250.00000	250.00
	Subtotal			250.00
	Freight			25.00
	Subtotal Before Tax			275.00
	Total Sales Tax			23.38
			Total Invoice in USD	298.38

Dated 3/13

(H) mgr app
Batch # 2372013
Doc # 1449028

13026400. 43040. SC610000

Vendor # 117022 PA CA 3/14/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400	43035	10146000	$ 298.38
			$

MGR APPROVAL — LESS Retainage Withheld $
Net Amount Due $

DID YOU KNOW: Invoices can be sent electronically and are also available via our NEW Online Customer Portal. Please contact us to learn more and sign up today. Thank you for your business! Email: arcustomerrequest@ram-tool.com

ELECTRONICALLY FILED 2019 May 10 2:16 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

RAM TOOL
CONSTRUCTION SUPPLY CO.

ACCOUNTS RECEIVABLE DEPARTMENT
(205) 714-3300 / (800) 890-1988
FAX# (205) 322-6311

Please Remit To:
RAM Tool A/R Dept.
P.O. Box 743487
Atlanta, GA 30374-3487

Invoice

93567757
03/07/2017
Sold-To Party : 105588

59343257*38073*0*430076190445882940*0403*010 1/3

BLFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

CUMENTS
es Order: 3572987
. No.: MARTY / MARION SQUARE

RECEIVED
MAR 13 2017
By

Ship-To-Party : 5210434
MARION SQUARE
CORNER OF KING AND HUTSON STREET
CHARLESTON SC 29403

INFORMATION

Incoterm	004 Truck Delivery
Branch Location	SC01 CHARLESTON, SC
Total Invoice Amount	**27.94 USD**
Terms of Payment	Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
20	RAW-02728 TAPPER+ HWH 1/4 X 3 1/4 (100/BX)	1 BOX	25.75000	25.75
	Subtotal Before Tax			25.75
	Total Sales Tax			2.19
			Total Invoice in USD	27.94

paid 3/13

~~(H) mgr app~~ 3/3/2017
Batch # [illegible]
Doc # 3144902[illegible] 13026400 42040 50610000

Vendor # 117082 PA CA 3/14/17
Bus. unit/Job# Cost Type/ ount
~~13026100 42035 10146000~~ $ 27.94
$
MGR APPROVAL LESS Retainage Withheld $
Net Amount Due $

DID YOU KNOW: Invoices can be sent electronically and are also available via our NEW Online Customer Portal. Please contact us to learn more and sign up today. Thank you for your business! Email: arcustomerrequest@ram-tool.com

ELECTRONICALLY FILED 2019 May 10 2:16 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

RAM TOOL
CONSTRUCTION SUPPLY CO.

ACCOUNTS RECEIVABLE DEPARTMENT
(205) 714-3300 / (800) 890-1988
FAX# (205) 322-6311

Please Remit To:
RAM Tool A/R Dept.
P.O. Box 743487
Atlanta, GA 30374-3487

Invoice

93583557
03/15/2017
Sold-To Party : 105588

59478090*38071*0*432327990273023484*0403*010 3/3

BLFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

CUMENTS
es Order: 3589554
. No.: MARTY / MARION SQUARE

RECEIVED
MAR 20 2017
BY

Ship-To-Party : 5210434
MARION SQUARE
CORNER OF KING AND HUTSON STREET
CHARLESTON SC 29403

INFORMATION

Incoterm	004 Truck Delivery
Branch Location	SC01 CHARLESTON, SC
Total Invoice Amount	**565.09 USD**
Terms of Payment	Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	RAW-02728 TAPPER+ HWH 1/4 X 3 1/4 (100/BX)	14 BOX	25.75000	360.50
20	RAW-08132 POWERFOAM 29OZ UNIT	12 EA	13.36000	160.32

Subtotal Before Tax	520.82
Total Sales Tax	44.27
Total Invoice in USD	565.09

Paid 3/30

~~(1) mgr app~~

Batch # -25

Doc # .

Batch #
23.2013

Doc # 1449014

13026400. 42040. 5061000

Vendor # 117022 PA CA 3/31/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
~~13026400~~	~~42040~~	~~5061000~~	$ 565.09
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

DID YOU KNOW: Invoices can be sent electronically and are also available via our NEW Online Customer Portal. Please contact us to learn more and sign up today. Thank you for your business! Email: arcustomerrequest@ram-tool.com

ELECTRONICALLY FILED 2019 May 10 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

RAM TOOL
CONSTRUCTION SUPPLY CO.

ACCOUNTS RECEIVABLE DEPARTMENT
(205) 714-3300 / (800) 890-1988
FAX# (205) 322-6311

Please Remit To:
RAM Tool A/R Dept.
P.O. Box 743487
Atlanta, GA 30374-3487

Invoice

93583562
03/15/2017
Sold-To Party : 105588

BLFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

CUMENTS
es Order: 3591557
. No.: MARTY / MARION SQ.

RECEIVED
MAR 20 2017
By

Ship-To-Party : 5210434
MARION SQUARE
CORNER OF KING AND HUTSON STREET
CHARLESTON SC 29403

INFORMATION

Incoterm	004 Truck Delivery
Branch Location	SC01 CHARLESTON, SC
Total Invoice Amount	**160.58 USD**
Terms of Payment	Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	IFC-ACQSTAR09212 9 X 2-1/2IN T-25 TORX DECK SCREW TAN	1,000 EA	0.08446	84.46
20	IFC-ACQSTAR081158 8 X 1-5/8IN T-20 TORX DECK SCREW TAN	500 EA	0.04832	24.16
30	IRW-92326 T20 TR 1IN TORX INSERT BIT	5 EA	2.57000	12.85
40	IRW-1837502 T25 2 IN OAL IMPACT POWER BIT	5 EA	2.04000	10.20
50	MAT-823 RUBBER KNEEPADS	1 PR	16.33000	16.33

Paid 3130

Subtotal Before Tax	148.00
Total Sales Tax	12.58

(1) mgr app

Batch # 2392013
Doc # 1446007
Paid 313011

1300264000 42040 SC610CCF

Vendor # 117092 **Total Invoice in USD** CA 312111 160.58

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
~~1300264000~~	~~42035~~	~~1014610CCF~~	$ 160.58
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

DID YOU KNOW: Invoices can be sent electronically and are also available via our NEW Online Customer Portal. Please contact us to learn more and sign up today. Thank you for your business! Email: arcustomerrequest@ram-tool.com

R - 20339

ELECTRONICALLY FILED 2019 May 10 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

RAM TOOL
CONSTRUCTION SUPPLY CO.

ACCOUNTS RECEIVABLE DEPARTMENT
(205) 714-3300 / (800) 890-1988
FAX# (205) 322-6311

Please Remit To:
RAM Tool A/R Dept.
P.O. Box 743487
Atlanta, GA 30374-3487

Invoice

93583558
03/15/2017
Sold-To Party : 105588

BLFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

CUMENTS
es Order: 3590225
. No.: MARTY / MARION SQ

RECEIVED
MAR 20 2017
By

Ship-To-Party : 5210434
MARION SQUARE
CORNER OF KING AND HUTSON STREET
CHARLESTON SC 29403

INFORMATION

Incoterm	004 Truck Delivery
Branch Location	SC01 CHARLESTON, SC
Total Invoice Amount	**47.56 USD**
Terms of Payment	Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	ETA-1094000 12 X 2 3/4 PFH TEK 4 HEADER W/WINGS E	150 EA	0.29220	43.83
	Subtotal Before Tax			43.83
	Total Sales Tax			3.73
			Total Invoice in USD	47.56

Paid 3/30

(11) mis. exp

Batch # 3372013
Doc # 144.2011

1302640 0. 42040. 5061000

Vend 117020 CA 3/31/17

Bus. unit/Job#	Object Acct	Cost Center/ subsidiary	Amount
[illegible]	42035	[illegible]	$ 47.56
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

DID YOU KNOW: Invoices can be sent electronically and are also available via our NEW Online Customer Portal. Please contact us to learn more and sign up today. Thank you for your business! Email: arcustomerrequest@ram-tool.com

ELECTRONICALLY FILED 2019 May 10 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That Ram Tool (the "Lienor") for and in consideration of the payment of the sum of $ 1,580.55 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

_____

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 30th day of March, 20 17, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 30 day of March, 20 17

Signed, sealed and delivered
in the presence of:

Signature

SHEENA HALE
Print Name

STATE OF AL

COUNTY OF Jefferson

Ram Tool
a _____ corporation

Signature

Glendalyn Underwood, Lien Waiver Rep
Print Name & Title

DAPHNE M. MCCANNON
MY COMMISSION EXPIRES
SEPTEMBER 16, 2020
NOTARY PUBLIC
STATE OF ALABAMA

The foregoing instrument was acknowledged before me this 30 day of March, 20 17, by Glendalyn Underwood, Lien Waiver Rep, of Ram Tool & Supply, a Corp corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Daphne M. McCannon
NOTARY PUBLIC, STATE OF AL

My Commission Expires: 9-16-2020

Balfour Beatty
Construction

Request for Payment

Pay Request # 7
Work Performed Through: 04/30/17

Sub. ...actor's Name: Buck Lumber & Building Supply
Subcontractor's Address: 1911 Maybank Hwy.
Charleston, SC 29412-2115

Phone Number: 843-795-0150
Fax Number: 843-795-0165

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 04/04/17
Owner: Library Associates, LLC

Description of Work: Building Supplies/Blocking

Original Contract Amount	$85,000.00	
Change Order Total	$0.00	
Through CO #: 0		
Total Revised Contract	$85,000.00	
Previous Work Performed to Date(SSR)	$19,565.43	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$5,630.26	
New Work Performed to Date	$25,195.69	
Less 0 % Retainage	$0.00	
Am... Earned to Date	$25,195.69	
Less Previous Net Billings	$19,565.43	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$5,630.26	

Subcontract [X] Purchase Order [ ]
Other Contract Type

Unit Price [ ] Lump Sum [X]
Bonded [ ] Unbonded [X]

Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	Finated	
Insurance Expiration Date	11/01/17	
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site	Y [ ]	N [X]
If yes, attach stored materials checklist		
Final Payment	Y [ ]	N [X]
If yes, see attached checklist		

Owner Billing Number: N/A
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #:

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50000	3423077	13026400	
Date	Invoice #	Description		
04/30/17	13026400 - 07	13026400 . PE# 07 . 170430		
Gross Amount		Retainage Amt	Net Amount	
$5,630.26			$5,630.26	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO				NO

Hold Codes: Cond Waiver

Approvals:
PM / Date
CA 04/04/2017
PA / Date
APA / Date

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That Buck Lumber & Bldg Supply (the "Lienor") for and in consideration of the payment of the sum of $ 5,630.26 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the ~~20th~~ 19th day of April, 20 17 excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 25th day of April, 2017

Signed, sealed and delivered
in the presence of:

Tonya Burney
Signature
Tonya Burney
Print Name

Buck Lumber
a C corporation

Terri B. Zetrouer
Signature
Terri B. Zetrouer, VP, CAO
Print Name & Title

STATE OF South Carolina

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 25th day of April, 2017 by Terri B. Zetrouer, VP, CAO of Buck Lumber, a C corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Mia D. Patterson
NOTARY PUBLIC, STATE OF South Carolina

MIA D PATTERSON
NOTARY PUBLIC
My Comm Exp
Jan 13 2027
STATE OF SOUTH CAROLINA

My Commission Expires: January 13, 2027

EXHIBIT A

Buck Lumber & Building Supply

Hotel at Marion Square

JOB#: 13026400 CONTRACT#: 0 PAY APP# : 7

April 30, 2017

INVOICE DATE	INVOICE #	PREVIOUSLY PAID INVOICES	CURRENT INVOICES DUE	COMMENTS
10/28/2016	1058401	$ 497.70		PE#01
11/1/2016	1063811	$ 1,004.33		PE#01
11/29/2016	1103061	$ 1,652.83		PE#02
11/10/2016	1076751	$ 896.52		PE#02
12/12/2016	1124611	$ 985.18		PE#03
12/16/2016	1133811	$ 400.26		PE#03
12/20/2016	1138971	$ 1,519.17		PE#03
1/9/2017	1157961	$ 380.52		PE#04
1/9/2017	1160271	$ 517.70		PE#04
1/18/2017	1177881	$ 709.59		PE#04
1/26/2017	1194281	$ 1,047.16		PE#05
2/9/2017	1217931	$ 899.88		PE#05
2/9/2017	1218821	$ 1,047.16		PE#05
2/14/2017	1226721	$ 1,047.16		PE#05
2/15/2017	1227451	$ 423.15		PE#05
2/17/2017	1234491	$ 126.58		PE#06
2/22/2017	1241661	$ 1,013.23		PE#06
2/22/2017	1247191	$ 727.82		PE#06
3/1/2017	1252221	$ 1,744.76		PE#06
3/2/2017	1253211	$ 284.92		PE#06
3/9/2017	1270261	$ 404.53		PE#06
3/14/2017	1275881	$ 2,235.28		PE#06
3/20/2017	1286621		$ 570.35	PE#07-paid 03/27/17-check number 166216
3/29/2017	1306601		$ 183.91	PE#07-paid 03/31/17-check number 167406
4/5/2017	1318981		$ 1,096.94	PE#07-paid 04/07/17-check number 169393
4/10/2017	1329051		$ 1,573.34	PE#07--paid 04/19/17-check number 172312
4/12/2017	1334731		$ 1,416.62	PE#07-paid 04/19/17-check number 172312
		$ 19,565.43	$ 4,841.16	

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BUCK
Lumber & Building
Supply, Inc.

1911 Maybank Hwy.
Charleston, SC 29412-2115
843-795-0150
Fax: 843-795-0165
www.bucklumber.com

TRANSACTION TYPE
CHARGE SALE

STORE NAME
BUCK LUMBER

AUTH: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

SOLD TO: BALFOUR BEATTY CONST LLC
1930 CAMDEN RD/SUITE 280

CHARLOTTE, NC 28203

SHIP TO:
BALFB/HOTEL@MARION SQ
404 KING ST

CHARLESTON, SC 29403

CUST CODE	TIME	TRANS#	DATE	STR	SLS#	W/B	TILL	O/Q#	ORDER DT	DATE WANTED	ZONE
BALFB98	12:16	1347451	042017	1	14	40	041	134745	04/19/17	04/20/17	

REFERENCE NUMBER	CUSTOMER ORDER#	ORDERED BY	BUCK PO#	DUE IN DATE	SALESMAN
	054-HOTEL @ M S				BYRON CLARK

LN	ITEM CODE	ORD	SHIP	DESCRIPTION			PRICE/UNIT		EXTENSION
1	34CDX	20	20	23/32 4X8 CDX PLYWOOD SHEATHING			24.730 PC		494.60
2	12STYRO	15	15	1/2X4X8 STYROFOAM (BLUE) (RV-3.0)			14.880 PC		223.20
3	1616T	1	1	1 X 6 X 16' TREATED #2 (WET)			9.480 EACH		9.48
				Total Ship Units: 1420.500 LB					

NET AMT	DISC	TAX%	TAX AMT	TOTAL AMT
727.28		8.500	61.82	789.10

Inspect Shipments Upon Receipt. Any errors or irregularities must be reported to us in writing within 24 hours of receipt. All Special Orders Are Not Returnable for Credit Signature _____

ORIGINAL INVOICE

R - 20345

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

EXHIBIT A

Buck Lumber & Building Supply

Hotel at Marion Square

JOB#: 13026400 CONTRACT#: 0 PAY APP# : 7

April 30, 2017

INVOICE DATE	INVOICE #	PREVIOUSLY PAID INVOICES	CURRENT INVOICES DUE	COMMENTS
10/28/2016	1058401	$ 497.70		PE#01
11/1/2016	1063811	$ 1,004.33		PE#01
11/29/2016	1103061	$ 1,652.83		PE#02
11/10/2016	1076751	$ 896.52		PE#02
12/12/2016	1124611	$ 985.18		PE#03
12/16/2016	1133811	$ 400.26		PE#03
12/20/2016	1138971	$ 1,519.17		PE#03
1/9/2017	1157961	$ 380.52		PE#04
1/9/2017	1160271	$ 517.70		PE#04
1/18/2017	1177881	$ 709.59		PE#04
1/26/2017	1194281	$ 1,047.16		PE#05
2/9/2017	1217931	$ 899.88		PE#05
2/9/2017	1218821	$ 1,047.16		PE#05
2/14/2017	1226721	$ 1,047.16		PE#05
2/15/2017	1227451	$ 423.15		PE#05
2/17/2017	1234491	$ 126.58		PE#06
2/22/2017	1241661	$ 1,013.23		PE#06
2/22/2017	1247191	$ 727.82		PE#06
3/1/2017	1252221	$ 1,744.76		PE#06
3/2/2017	1253211	$ 284.92		PE#06
3/9/2017	1270261	$ 404.53		PE#06
3/14/2017	1275881	$ 2,235.28		PE#06
3/20/2017	1286621		$ 570.35	PE#07-paid 03/27/17-check number 166216
3/29/2017	1306601		$ 183.91	PE#07-paid 03/31/17-check number 167406
4/5/2017	1318981		$ 1,096.94	PE#07-paid 04/07/17-check number 169393
4/10/2017	1329051		$ 1,573.34	PE#07--paid 04/19/17-check number 172312
4/12/2017	1334731		$ 1,416.62	PE#07-paid 04/19/17-check number 172312
4/20/2017	1347451		$ 789.10	PE#07-paid 04/21/17-
		$ 19,565.43	$ 5,630.26	

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BUCK
Lumber & Building Supply, Inc.

1911 Maybank Hwy.
Charleston, SC 29412-2115
843-795-0150
Fax: 843-795-0165
www.bucklumber.com

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

TRANSACTION TYPE
CHARGE SALE

STORE NAME
BUCK LUMBER

AUTH: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

SOLD TO: BALFOUR BEATTY CONST LLC
1930 CAMDEN RD/SUITE 280

CHARLOTTE, NC 28203

SHIP TO:
BALFB/HOTEL@MARION SQ
404 KING ST

CHARLESTON, SC 29403

CUST CODE	TIME	TRANS#	DATE	STR	SLS#	W/B	TILL	O/Q#	ORDER DT	DATE WANTED	ZONE
BALFB98	10:35	1286621	032017	1	14	40	041	128662	03/17/17	03/20/17	

REFERENCE NUMBER	CUSTOMER ORDER#	ORDERED BY	BUCK PO#	DUE IN DATE	SALESMAN
	054-HOTEL @ M S				BYRON CLARK

LN	ITEM CODE	ORD	SHIP	DESCRIPTION	PRICE/UNIT	EXTENSION
1	1416T	1	1	1 X 4 X 16' TREATED #2 (WET)	6.190 EACH	6.19
2	2414T	52	52	2X4-14 TREATED #2 PRIME GC	9.990 PC	519.48
				Total Ship Units: 1573.500 LB		

Vendor # 342300 PA CA 31210

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
3086900	42045	50810060	$ 570.35
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

Batch # 2360359
Doc # 1444992

Payment #166216
date: 3/27/17

Paid 3/25/17

NET AMT	DISC	TAX%	TAX AMT	TOTAL AMT
525.67		8.500	44.68	570.35

Inspect Shipments Upon Receipt. Any errors or irregularities must be reported to us in writing within 24 hours of receipt. All Special Orders Are Not Returnable for Credit Signature _____

ORIGINAL INVOICE

R - 20347

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BUCK Lumber & Building Supply, Inc.

1911 Maybank Hwy.
Charleston, SC 29412-2115
843-795-0150
Fax: 843-795-0165
www.bucklumber.com

TRANSACTION TYPE
CHARGE SALE

STORE NAME
BUCK LUMBER

AUTH: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

SOLD TO: BALFOUR BEATTY CONST LLC
1930 CAMDEN RD/SUITE 280

CHARLOTTE, NC 28203

SHIP TO:
BALFB/HOTEL@MARION SQ
404 KING ST

CHARLESTON, SC 29403

CUST CODE	TIME	TRANS#	DATE	STR	SLS#	W/B	TILL	O/Q#	ORDER DT	DATE WANTED	ZONE
BALFB98	12:45	1306601	032917	1	14	40	041	130660	03/29/17	03/29/17	

REFERENCE NUMBER	CUSTOMER ORDER#	ORDERED BY	BUCK PO#	DUE IN DATE	SALESMAN
	054-HOTEL @ M S	PETER 735-8354			BYRON CLARK

LN	ITEM CODE	ORD	SHIP	DESCRIPTION	PRICE/UNIT	EXTENSION
1	2412P	30	30	2X4-12' SOU YEL PINE D4S #2 Total Ship Units: 504.000 LB	5.650 PC	169.50

Vendor # 3423077 PA CA 3/31/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400	42045	50310060	$ 183.91
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

Batch # 2373996
Doc # 1450268 Paid 3/31/17 Payment number. 167406

NET AMT	DISC	TAX%	TAX AMT	TOTAL AMT
169.50		8.500	14.41	183.91

Inspect Shipments Upon Receipt. Any errors or irregularities must be reported to us in writing within 24 hours of receipt. All Special Orders Are Not Returnable for Credit Signature _____

ORIGINAL INVOICE

R - 20348

BUCK
Lumber & Building
Supply, Inc.

1911 Maybank Hwy.
Charleston, SC 29412-2115
843-795-0150
Fax: 843-795-0165
www.bucklumber.com

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

TRANSACTION TYPE
CHARGE SALE

STORE NAME
BUCK LUMBER

AUTH: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

SOLD TO: BALFOUR BEATTY CONST LLC
1930 CAMDEN RD/SUITE 280

CHARLOTTE, NC 28203

SHIP TO:
BALFB/HOTEL@MARION SQ
404 KING ST

CHARLESTON, SC 29403

CUST CODE	TIME	TRANS#	DATE	STR	SLS#	W/B	TILL	O/Q#	ORDER DT	DATE WANTED	ZONE
BALFB98	12:55	1318981	040517	1	14	40	041	131898	04/04/17	04/05/17	

REFERENCE NUMBER	CUSTOMER ORDER#	ORDERED BY	BUCK PO#	DUE IN DATE	SALESMAN
	054-HOTEL @ M S				BYRON CLARK

LN	ITEM CODE	ORD	SHIP	DESCRIPTION	PRICE/UNIT	EXTENSION
1	COVER	1	1	COVER ENTIRE LOAD	0.000 EACH	0.00
2	12STYRO	25	25	1/2X4X8 STYROFOAM (BLUE)(RV-3.0)	14.880 PC	372.00
3	34CDX	25	25	23/32 4X8 CDX PLYWOOD SHEATHING	25.560 PC	639.00
				Total Ship Units: 1776.000 LB		

Batch # 238027 Paid 4/7/17
Doc # 145348

Vendor # 3423027 PA CA 4/7/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
1326400	42045	50816060	$ 1,096.94
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

Payment number: 169893

NET AMT	DISC	TAX%	TAX AMT	TOTAL AMT
1011.00		8.500	85.94	1096.94

Inspect Shipments Upon Receipt. Any errors or irregularities must be reported to us in writing within 24 hours of receipt. All Special Orders Are Not Returnable for Credit Signature _____

ORIGINAL INVOICE

R - 20349

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BUCK Lumber & Building Supply, Inc.

1911 Maybank Hwy.
Charleston, SC 29412-2115
843-795-0150
Fax: 843-795-0165
www.bucklumber.com

TRANSACTION TYPE
CHARGE SALE

STORE NAME
BUCK LUMBER

AUTH: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

SOLD TO: BALFOUR BEATTY CONST LLC
1930 CAMDEN RD/SUITE 280

CHARLOTTE, NC 28203

SHIP TO:
BALFB/HOTEL@MARION SQ
404 KING ST

CHARLESTON, SC 29403

CUST CODE	TIME	TRANS#	DATE	STR	SLS#	W/B	TILL	O/Q#	ORDER DT	DATE WANTED	ZONE
BALFB98	08:34	1329051	041217	1	14	40	041	132905	04/10/17	04/12/17	

REFERENCE NUMBER	CUSTOMER ORDER#	ORDERED BY	BUCK PO#	DUE IN DATE	SALESMAN
	054-HOTEL @ M S				BYRON CLARK

LN	ITEM CODE	ORD	SHIP	DESCRIPTION	PRICE/UNIT	EXTENSION
				**asap please **		
1	COVERPLY	1	1	COVER PLYWOOD ONLY	0.000 EACH	0.00
2	12STYRO	25	25	1/2X4X8 STYROFOAM (BLUE)(RV-3.0)	14.880 PC	372.00
3	34CDX	25	25	23/32 4X8 CDX PLYWOOD SHEATHING	25.560 PC	639.00
4	21012T	12	12	2X10-12 TREATED #2 (GC)	15.750 PC	189.00
	2812T	12	12	2X8-12 TREATED #2 (GC)	11.490 PC	137.88
	2612T	12	12	2X6-12 TREATED #2 PRIME GC	9.350 PC	112.20
				Total Ship Units: 3660.000 LB		

Vendor # 3423022 PA CA 4/18/17
Bus. unit/Job# 13026400 Cost Type/ object acct 42045 Cost Code/ subsidiary 5 08100 60 Amount $ 1573.34
$
MGR APPROVAL
LESS Retainage Withheld $
Net Amount Due $

Batch # 2385402
Doc # 1456810
Paid 4/19/17

NET AMT	DISC	TAX%	TAX AMT	TOTAL AMT
1450.08		8.500	123.26	1573.34

Inspect Shipments Upon Receipt. Any errors or irregularities must be reported to us in writing within 24 hours of receipt. All Special Orders Are Not Returnable for Credit Signature _____

ORIGINAL INVOICE

R - 20350

BUCK
Lumber & Building Supply, Inc.

1911 Maybank Hwy.
Charleston, SC 29412-2115
843-795-0150
Fax: 843-795-0165
www.bucklumber.com

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

TRANSACTION TYPE
CHARGE SALE

STORE NAME
BUCK LUMBER

AUTH: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

SOLD TO: BALFOUR BEATTY CONST LLC
1930 CAMDEN RD/SUITE 280

CHARLOTTE, NC 28203

SHIP TO:
BALFB/HOTEL@MARION SQ
404 KING ST

CHARLESTON, SC 29403

CUST CODE	TIME	TRANS#	DATE	STR	SLS#	W/B	TILL	O/Q#	ORDER DT	DATE WANTED	ZONE
BALFB98	11:40	1334731	041317	1	14	40	041	133473	04/12/17	04/13/17	

REFERENCE NUMBER	CUSTOMER ORDER#	ORDERED BY	BUCK PO#	DUE IN DATE	SALESMAN
	054-HOTEL @ M S				BYRON CLARK

LN	ITEM CODE	ORD	SHIP	DESCRIPTION	PRICE/UNIT	EXTENSION
1	34CDX	25	25	23/32 4X8 CDX PLYWOOD SHEATHING	25.560 PC	639.00
2	2414P	104	104	2X4-14' SOU YEL PINE D4S #2	6.410 PC	666.64
				Total Ship Units: 3689.856 LB		

Vendor # 34230M PA CO 41812
Bus. unit/Job# 1302L400 | Cost Type/ object acct 4204S | Cost Code/ subsidiary 50816060 | Amount $1,416.62

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

Batch # 2385402
Doc # 1456811
Paid 4/19/17

NET AMT	DISC	TAX%	TAX AMT	TOTAL AMT
1305.64		8.500	110.98	1416.62

Inspect Shipments Upon Receipt. Any errors or irregularities must be reported to us in writing within 24 hours of receipt. All Special Orders Are Not Returnable for Credit Signature _____

ORIGINAL INVOICE

R - 20351

BUCK
Lumber & Building Supply, Inc.

1911 Maybank Hwy.
Charleston, SC 29412-2115
843-795-0150
Fax: 843-795-0165
www.bucklumber.com

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

TRANSACTION TYPE
CHARGE SALE

STORE NAME
BUCK LUMBER

AUTH: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

SOLD TO: BALFOUR BEATTY CONST LLC
1930 CAMDEN RD/SUITE 280

CHARLOTTE, NC 28203

SHIP TO:
BALFB/HOTEL@MARION SQ
404 KING ST

CHARLESTON, SC 29403

CUST CODE	TIME	TRANS#	DATE	STR	SLS#	W/B	TILL	O/Q#	ORDER DT	DATE WANTED	ZONE
BALFB98	12:16	1347451	042017	1	14	40	041	134745	04/19/17	04/20/17	

REFERENCE NUMBER	CUSTOMER ORDER#	ORDERED BY	BUCK PO#	DUE IN DATE	SALESMAN
	054-HOTEL @ M S				BYRON CLARK

LN	ITEM CODE	ORD	SHIP	DESCRIPTION	PRICE/UNIT	EXTENSION
1	34CDX	20	20	23/32 4X8 CDX PLYWOOD SHEATHING	24.730 PC	494.60
2	12STYRO	15	15	1/2X4X8 STYROFOAM (BLUE)(RV-3.0)	14.880 PC	223.20
3	1616T	1	1	1 X 6 X 16' TREATED #2 (WET)	9.480 EACH	9.48
				Total Ship Units: 1420.500 LB		

Vendor # 342303 PA OA 4/21/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400	42045	50810060	$ 789.10
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

Batch # 2388350

Doc # 1459045

Paid 4/21/17

NET AMT	DISC	TAX%	TAX AMT	TOTAL AMT
727.28		8.500	61.82	789.10

Inspect Shipments Upon Receipt. Any errors or irregularities must be reported to us in writing within 24 hours of receipt. All Special Orders Are Not Returnable for Credit Signature _____

ORIGINAL INVOICE

R - 20352

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request #: 4
Work Performed Through: 04/30/17

Subcontractor's Name: L& W Supply
Subcontractor's Address: 4311 Dorchester Road
North Charleston, SC 29405

Phone Number: 843-747-5842
Fax Number:

Project Name: Hotel at Marion Square
Owner: Library Associates, LLC
Job No.: 13026400
Date: 04/20/17

Description of Work: Material

Original Contract Amount	$600.22	
Change Order Total	$11,219.05	
Through C/O #: 0		
Total Revised Contract	$11,819.27	
Previous Work Performed to Date(SSR)	$5,179.07	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$6,640.20	
New Work Performed to Date	$11,819.27	
Less % Retainage	$0.00	
Amount Earned to Date	$11,819.27	
Less Previous Net Billings	$5,179.07	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$6,640.20	

Subcontract [X] Purchase Order [ ]

Other Contract Type:

Unit Price [ ] Lump Sum [X]
Bonded [ ] Unbonded [X]

Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [X]	N [ ]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]

Insurance Status:
Insurance Expiration Date:

Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site	Y [ ]	N [X]
If yes, attach stored materials checklist		
Final Payment	Y [ ]	N [X]
If yes, see attached checklist		

Owner Billing Number: 11

Owner Payment Rec'd Date:

Payment Terms: Pay When Paid

Pay Select #:

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	1135634	13026400	
Date	Invoice #	Description		
04/30/17	13026400 - 04	13026400 . PE# 04 . 17.04		
Gross Amount		Retainage Amt	Net Amount	
$6,640.20		$332.01	$6,640.20	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO		13026400.42040.50610000		NO

Hall Codes: Owner Waiver

Approvals:

PM / Date

CA 04/20/17
PA / Date

APA / Date

Invoice Date	Invocie #	Previously Paid Invoices	Current Invoices Due	Comments
12/7/2016	236319472	$ 600.22		PE01
1/17/2017	236320897	$ 1,027.63		PE02
1/17/2017	236320898	$ 637.98		PE02
2/13/2017	236322501	$ 628.22		PE02
2/28/2017	236322891	$ 1,142.51		PE03
3/10/2017	236323767	$ 1,142.51	$ -	PE03
4/5/2017	236325393		$ 2,213.40	PE04
3/22/2017	236324270		$ 4,426.80	PE04
Total		$ 5,179.07	$ 6,640.20	

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

INVOICE

CK Supply - North Charleston
4311 Dorchester Rd
North Charleston, SC 29405
http://www.lwsupply.com

Bluffton SC	843-757-2000
Columbia SC	803-779-5990
Evans GA	706-210-8008
Myrtle Beach SC	843-626-3600
North Charleston SC	843-747-5842
Raleigh NC	919-250-3313
Savannah GA	912-232-0580
Simpsonville SC	864-967-2741
Wilmington NC	910-395-2017

Customer Number	4010446
Invoice Number	236325393
Invoice Date	4/05/17
Payment Due Date	5/10/17
Total Amount Due	2213.40

Make Checks Payable & Remit To:
C-K Supply
PO Box 415421
Boston, MA 02241-5421

4122 1 MB 0.423 E0399X I0730 02385331001 S2 P4148711 0001:0001

BALFOUR BEATTY CONST, LLC
3100 MCKINNON ST 6TH FL
DALLAS TX 75201-1081

SHIP TO: 00003

Marion Square Hotel
404 King St
Charleston SC 29401

TO VIEW AND PAY ONLINE GO TO: http://lwsupply.billtrust.com | USE THIS ENROLLMENT TOKEN: MKK VFL QRK | ENROLL WITH THIS ACCOUNT #: 3314010446

Customer Order No.	Order Date	Req. Date	Ship Date	Ship Via	Sold To Code	Our Order No.	From Order No.	B/O Order No.
MARTY	4/04/17	4/05/17	4/05/17	CHRIS	4010446	2361416793		331001

Commodity Code	Quantity Ordered	Quantity Shipped	Product Description	Extended Quantity	Unit	Price Per Unit	Sales Amount
600FS1018	200	200	6" FLAT STOCK 10' 18GA	2.000	MLF	965.00	1,930.00
234Z10CW	1	1	3/4" #10 WAFER D/P 5M	1.000	BOX	110.00	110.00

Vendor # 1135634 PA CA 4/19/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13096400	49040	50610000	$ 2,213.40
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

Batch # 2385967
Doc # 1457450
Paid 4/19/17

DISCOUNT AVAILABLE		SUB-TOTAL	2,040.00
DISCOUNT DUE DATE		TAX S SC 8.500	173.40
TOTAL INVOICE PAST DUE DATE	5/10/17	TOTAL INVOICE	2,213.40

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

INVOICE

L&W SUPPLY

CK Supply - North Charleston
4311 Dorchester Rd.
North Charleston, SC 29405
http://www.lwsupply.com

Bluffton SC	843-757-2000
Columbia SC	803-779-5990
Evans GA	706-210-8008
Myrtle Beach SC	843-626-3663
North Charleston SC	843-747-5842
Raleigh NC	919-250-3313
Savannah GA	912-232-9580
Simpsonville SC	864-967-2743
Wilmington NC	910-395-2617

Do not reply to the fax number or email address sending this document. Please contact your local branch.

Customer Number	4010446
Invoice Number	236324270
Invoice Date	3/22/17
Payment Due Date	4/10/17
Total Amount Due	4426.80

Make Checks Payable & Remit To:

C-K Supply
PO Box 415421
Boston, MA 02241-5421

SHIP TO: 00003

Marion Square Hotel
404 King St
Charleston SC 29401

BALFOUR BEATTY CONST, LLC
3100 MCKINNON ST 6TH FL
DALLAS TX 75201-1081

TO VIEW AND PAY ONLINE GO TO: http://lwsupply.billtrust.com USE THIS ENROLLMENT TOKEN: MKK VFL QRK ENROLL WITH THIS ACCOUNT #: 3314010446

Customer Order No.	Order Date	Req. Date	Ship Date	Ship Via	Sold To Code	Our Order No.	From Order No.	B/O Order No.
MARTY	3/22/17	3/22/17	3/22/17	JASON	4010446	2361415975		331001

Commodity Code	Quantity Ordered	Quantity Shipped	Product Description	Extended Quantity	Unit	Price Per Unit	Sales Amount
600FS1018	400	400	6" FLAT STOCK 10' 18GA	4.000	MLF	965.00	3,860.00
234Z10CW	2	2	3/4" #10 WAFER D/P 5M	2.000	BOX	110.00	220.00

Vendor # 1135634 PA CA 4/20/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400	42040	50610000	$ 4,426.80
			$

MGR APPROVAL — LESS Retainage Withheld $

Net Amount Due $

Batch # 2387404
Doc # 1458497
Paid 4/21/17

DISCOUNT AVAILABLE		SUB-TOTAL	4,080.00
DISCOUNT DUE DATE		TAX S SC 8.500	346.80
TOTAL INVOICE PAST DUE DATE	4/10/17	TOTAL INVOICE	4,426.80

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That CK Supply (the "Lienor") for and in consideration of the payment of the sum of $ 6,640.20 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

_____

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 21st day of April, 2017 excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 21 day of April, 2017

Signed, sealed and delivered
in the presence of:

_____
Signature

_____
Print Name

CK Supply
_____
a _____ corporation

_____
Signature
Liam Tripp - Credit Rep
Print Name & Title

STATE OF IL

COUNTY OF COOK

The foregoing instrument was acknowledged before me this 21 day of April, 2017 by Liam Tripp, Credit Rep of CK Supply, a _____ corporation on, on behalf of the corporation. He/she ~~is personally known to me~~ or has produced _____ (type of identification) as identification.

Olivia Quinones
NOTARY PUBLIC, STATE OF IL

My Commission Expires: 1/27/19

OFFICIAL SEAL
OLIVIA QUINONES
Notary Public - State of Illinois
My Commission Expires Jan 27, 2019

Balfour Beatty
Construction

Request for Payment

Pay Request # 4
Work Performed Through. 04/09/17

Subcontractor's Name: StaffZone
Subcontractor's Address: PO Box 890722
Charlotte, NC 28289-0722

Phone Number: 843-308-9663
Fax Number:

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 04/09/17
Owner: Library & Associates

Description of Work:	Skilled Labor	
Original Contract Amount	$27,169.55	
Change Order Total	$80,284.85	
Through C/O #: 0		
Total Revised Contract	$107,454.40	
Previous Work Performed to Date(SSR)	$67,606.08	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$39,848.32	
New Work Performed to Date	$107,454.40	
Less 0 % Retainage	$0.00	
Amount Earned to Date	$107,454.40	
Less Previous Net Billings	$67,606.08	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$39,848.32	

Subcontract [X] Purchase Order [ ]

Other Contract Type

Unit Price [ ] Lump Sum [X]
Bonded [ ] Unbonded [X]

Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [X]	N [ ]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]

Insurance Status: Universal
Insurance Expiration Date:

Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site	Y [ ]	N [X]

If yes, attach stored materials checklist

Final Payment Y [ ] N [X]
If yes, see attached checklist

Owner Billing Number: N/A
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #:

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	1967290	13026400	
Date	Invoice #	Description		
04/09/17	13026400 - 04	13026400 . PE# 04 . 170409		
Gross Amount		Retainage Amt	Net Amount	
$39,848.32		$0.00	$39,848.32	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO		50610000.00000000		NO

Hall Codes:

Approvals:
PM / Date
CA 04/04/17
PA / Date
APA / Date

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #130

Part 2 of 3

EXHIBIT A

StaffZone

FRANKLIN PARK

JOB#: 13026400 CONTRACT#: 0 PAY APP# : 4

April 9, 2017

INVOICE DATE	INVOICE #	PREVIOUSLY PAID INVOICES	CURRENT INVOICES DUE	COMMENTS
11/01/2016-01/01/2017	Steve Hires-590 Hrs	$ 11,959.48		
11/01/2016-01/01/2017	Eric Shoemaker-40 Hrs	$ 799.60		
11/01/2016-01/01/2017	Tommie Sommers-547 Hrs	$ 12,691.31		
11/01/2016-01/01/2017	Lindsey (Butch) Thomason-84 Hrs	$ 1,719.16		
1/29/2017	CH-15049491	$ 1,944.32		
1/22/2017	CH-15049430	$ 2,199.23		
2/5/2017	CH-15049571	$ 181.62		
2/12/2017	CA-15202300	$ 3,279.33		
2/12/2017	CH-15049637	$ 3,215.08		
2/12/2017	CH-15049639	$ 2,139.23		
2/19/2017	CA-15202305	$ 2,909.01		
2/5/2017	CH-15049569	$ 1,291.52		
2/19/2017	CH-15049712	$ 3,088.95		
2/19/2017	CH-15049714	$ 1,317.04		
2/26/2017	CH-15049777	$ 5,267.83		
2/26/2017	CA-15202338	$ 1,903.37		
3/5/2017	CA-15202374	$ 2,304.17		
3/5/2017	CH-15049954	$ 4,765.30		
3/5/2017	CH-15049955	$ 1,212.07		
3/12/2017	CA-15202406	$ 1,696.68		
3/19/2017	CA-15202444	$ 1,721.78		
2/26/2017	CH-15049779		$ 1,137.10	paid 03/24/17
3/26/2017	CH-15050191		$ 1,323.34	paid 03/28/17
3/26/2017	CH-15050190		$ 5,700.45	paid 03/28/17
3/26/2017	CH-15202484		$ 1,653.64	paid 03/29/17
4/2/2017	CA-15202522		$ 1,442.88	paid 04/04/17
4/2/2017	CH-15050271		$ 1,017.14	paid 04/14/17
4/2/2017	CH-15050270		$ 4,920.01	paid 04/12/17
4/9/2017	CH-15202568		$ 927.46	paid 04/09/17
3/12/2017	CH-15050028		$ 4,918.91	paid 04/27/17
3/12/2017	CH-15050030		$ 1,481.98	paid 04/27/17
3/19/2017	CH-15050103		$ 6,958.37	paid 04/27/17
3/19/2017	CH-15050105		$ 565.05	paid 04/27/17
4/9/2017	CH-15050349		$ 6,800.15	paid 04/27/17
4/9/2017	CH-15050350		$ 1,002.14	paid 04/27/17
		$ 67,606.08	$ 39,848.32	

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That StaffZone (the "Lienor") for and in consideration of the payment of the sum of $39,848.32 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:
Inv: 150500030; 150500028; 150501D3; 150506105; 150535 0; 150503491

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 9th day of April, 2017 excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 26 day of April, 2017

Signed, sealed and delivered
in the presence of:

Linda S. DiRoberto
Signature
Linda S. DiRoberto
Print Name

StaffZone
a Georgia corporation
Costa Delucca
Signature
Costa Delucca / VP
Print Name & Title

STATE OF Georgia
COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 26 day of April, 2017, by Costa Delucca, VP of StaffZone, a Georgia corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

LINDA S. DIROBERTO NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES NOVEMBER 29, 2020

Linda S. DiRoberto
NOTARY PUBLIC, STATE OF Georgia

My Commission Expires: 11-29-2020

Balfour Beatty
Construction

Request for Payment

Pay Request # 1
Work Performed Through: 04/30/17

Subcontractor's Name: Hire Quest LLC, dba Trojan Labor
Subcontractor's Address: PO Box 890714
Charlotte, NC 28289-0714

Phone Number: 843-723-5649
Fax Number:

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 04/04/17
Owner: Library & Associates

Description of Work:	Carpenter	
Original Contract Amount	$7,440.00	
Change Order Total		
Through C/O #: 0		
Total Revised Contract	$7,440.00	
Previous Work Performed to Date(SSR)	$0.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$7,440.00	
New Work Performed to Date	$7,440.00	
Less 0 % Retainage	$0.00	
Amt Earned to Date	$7,440.00	
Less Previous Net Billings	$0.00	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$7,440.00	

Subcontract [X] Purchase Order [ ]
Other Contract Type:
Unit Price [ ] Lump Sum [X]
Bonded [ ] Unbonded [X]
Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	Universal	
Insurance Expiration Date		
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing Consent of Surety for retention reduction if bonded	From [ ] Y [ ]	To [X] N [ ]
New materials stored off site If yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

Owner Billing Number: N/A
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #:

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	2678257	13026400	
Date	Invoice #	Description		
04/30/17	13026400 - 01	13026400 . PE# 01 . 170430		
Gross Amount		Retainage Amt	Net Amount	
$7,440.00		$0.00	$7,440.00	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO		50610000.00000000		NO

Hall Codes: 03- Cond Prog

Appr[illegible]: See attached
PM / Date

CA 04/04/17
PA / Date

APA / Date

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

TROJAN LABOR

The Right People at the Right Time ®

CUSTOMER NUMBER	CUSTOMER P.O. #	TL ORIGINATING OFFICE
12490		Charleston

DATE	INVOICE NUMBER
11/20/2016	865060

BILL TO
Balfour Beatty Construction
1930 Camden Road Suite 200
Charlotte, NC 28203

JOB SITE
Marion Square Hotel
412 King Street
Charleston, SC 29403

DATE	TICKET NUMBER	EMPLOYEE	DESCRIPTION	HOURS	RATE	AMOUNT
11/14/2016	4569485	szady, Flynn D	Carpenter	12/00 R	$24.00	$288.00
11/15/2016	4572368	Szady, Flynn D	Carpenter	12.00 R	$24.00	$288.00
11/16/2016	4582433	Szady, Flynn D	Carpenter	12.00 R	$24.00	$288.00
11/17/2016	4582435	Szady, Flynn D	Carpenter	4.00 R	$24.00	$96.00
11/17/2016	4582435	Szady, Flynn D	Carpenter	8.00 O	$36.00	$288.00
11/18/2016	4582436	Szady, Flynn D	Carpenter	12.00 O	$36.00	$432.00
11/19/2016	4582470	Szady, Flynn D	Carpenter	8.00 O	$36.00	$288.00

Vendor # 2608250 PA CB 4/4/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400	42040	50610000	$1,968.00
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

Paid. 4/5/17

Batch #237133 Doc # 1452013

REG HR: 40.00 O.T HRS : 28.00 SPEC. HRS. Total: 68.00 $1,968.00

CUSTOMER NUMBER	DATE	INVOICE NUMBER	AMOUNT DUE
12490	11/20/2016	865060	$1,968.00

TROJAN LABOR ORIGINATING OFFICE	AMOUNT PAID
Charleston	

HIRE QUEST LLC
DBA TROJAN LABOR
PO BOX 890714
CHARLOTTE, NC 28289-0714

TERMS: Total amount due upon receipt. Accounts 30 days past due are subject to interest at 1.5% per mor[illegible]% annual rate). If an account is referred to an attorney for collection, customer shall pay the reas[illegible]ble attorney's fee and court costs incurred by TROJAN LABOR

For Questions about this invoice, please call: (843) 723 5649

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

TROJAN LABOR

The Right People at the Right Time ®

CUSTOMER NUMBER	CUSTOMER P.O. #	TL ORIGINATING OFFICE
12490		Charleston

DATE	INVOICE NUMBER
11/27/2016	865061

BILL TO
Balfour Beatty Construction
1930 Camden Road Suite 200
Charlotte, NC 28203

JOB SITE
Marion Square Hotel
412 King Street
Charleston, SC 29403

DATE	TICKET NUMBER	EMPLOYEE	DESCRIPTION	HOURS	RATE	AMOUNT
11/21/2016	4569485	szady, Flynn D	Carpenter	40.00 R	$24.00	$960.00
11/21/2016	4572368	Szady, Flynn D	Carpenter	12.00 O	$36.00	$432.00

Vendor # 2608250 PA CA 414117

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400	42040	50610000	$ 1,392.00
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

Batch # 231133
Doc # 1452012 Paid 4/5/17

REG HR: 40.00 O.T HRS : 12.00 SPEC. HRS. Total: 52.00 $1,392.00

CUSTOMER NUMBER	DATE	INVOICE NUMBER	AMOUNT DUE
12490	11/27/2016	865061	$1,392.00

TROJAN LABOR ORIGINATING OFFICE	AMOUNT PAID
Charleston	

HIRE QUEST LLC
DBA TROJAN LABOR
PO BOX 890714
CHARLOTTE, NC 28289-0714

TERMS: Total amount due upon receipt. Accounts 30 days past due are subject to interest at 1.5% per month (18% annual rate). If an account is referred to an attorney for collection, customer shall pay the reasonable attorney's fee and court costs incurred by TROJAN LABOR.

For Questions about this invoice, please call: (843) 723 5649

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

TROJAN LABOR

The Right People at the Right Time ®

CUSTOMER NUMBER	CUSTOMER PO #	TL ORIGINATING OFFICE
12490		Charleston

DATE	INVOICE NUMBER
12/4/2016	865062

BILL TO
Balfour Beatty Construction
1930 Camden Road Suite 200
Charlotte, NC 28203

JOB SITE
Marion Square Hotel
412 King Street
Charleston, SC 29403

DATE	TICKET NUMBER	EMPLOYEE	DESCRIPTION	HOURS	RATE	AMOUNT
11/21/2016	4569485	szady, Flynn D	Carpenter	40.00 R	$24.00	$960.00
11/21/2016	4572368	Szady, Flynn D	Carpenter	28.00 O	$36.00	$1,008.00

Vendor # 2608250 PA CA 4/4/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
1300.400	42040	50600000	$1,968.00
			$

MGR APPROVAL See attached

LESS Retainage Withheld $

Net Amount Due $

Batch # 237133 Doc # 1452010

REG HR: 40.00 O.T HRS : 28.00 SPEC. HRS. Total: 68.00 $1,968.00

CUSTOMER NUMBER	DATE	INVOICE NUMBER	AMOUNT DUE
12490	12/4/2016	865062	$1,9[illegible].00

TROJAN LABOR ORIGINATING OFFICE	AMOUNT PAID
Charleston	

HIRE QUEST LLC
DBA TROJAN LABOR
PO BOX 890714
CHARLOTTE, NC 28289-0714

TERMS: Total amount due upon receipt. Accounts 30 days past due are subject to interest at 1.5% per mo[illegible]8% annual rate). If an account is referred to an attorney for collection, customer shall pay the reasonable attorney's fee and court costs incurred by TROJAN LABOR.

For questions about this invoice, please call (843) 723 5640

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

TROJAN LABOR

The Right People at the Right Time ®

CUSTOMER NUMBER	CUSTOMER P.O. #	TL ORIGINATING OFFICE
12490		Charleston

DATE	INVOICE NUMBER
12/11/2016	865065

BILL TO
Balfour Beatty Construction
1930 Camden Road Suite 200
Charlotte, NC 28203

JOB SITE
Marion Square Hotel
412 King Street
Charleston, SC 29403

DATE	TICKET NUMBER	EMPLOYEE	DESCRIPTION	HOURS	RATE	AMOUNT
12/5/2016	4612430	szady, Flynn D	Carpenter	12.00 R	$24.00	$288.00
12/5/2016	4615822	Szady, Flynn D	Carpenter	28.00 R	$36.00	$672.00
12/5/2016	4615822	Szady, Flynn D	Carpenter	32.00 O	$36.00	$1,152.00

Vendor # 2678257 PA CA 3/30/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400	42640	50301510	$ 2,112.00
			$

MGR APPROVAL

LESS Retainage Withheld $

$

Batch # 2372837
Doc # 1449278
~~(H) mgr app~~

REG HR:	40.00	O.T HRS :	32.00	SPEC. HRS.	Total:	72.00		$2,112.00

CUSTOMER NUMBER	DATE	INVOICE NUMBER	AMOUNT DUE
12490	12/11/2016	865065	$2,112.00

TROJAN LABOR ORIGINATING OFFICE	AMOUNT PAID
Charleston	

HIRE QUEST LLC
DBA TROJAN LABOR
PO BOX 890714
CHARLOTTE, NC 28289-0714

TERMS: Total amount due upon receipt. Accounts 30 days past due are subject to interest at 1.5% per month (18% annual rate). If an account is referred to an attorney for collection, customer shall pay the reasonable attorney's fee and court costs incurred by TROJAN LABOR.

For Questions about this invoice, please call: (843) 723 5649

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Ashe, Candice

From: Starcevic, Nicholas
Sent: Tuesday, April 04, 2017 1:44 PM
To: Ashe, Candice
Subject: RE: Marion Square Invoice

I approve, these are ours. They should be billed to owner under the same carpentry line items that we bill the staff zone carpenters and buck lumber.

Nick Starcevic | Project Manager
mobile: 704-361-3265 | email: NStarcevic@Balfourbeattyus.com
Balfour Beatty Construction | 306 Meeting St. Suite 300, Charleston, SC 29401

www.balfourbeattyus.com | Facebook | Twitter | YouTube | LinkedIn

Balfour Beatty Build to Last
Lean Expert Trusted Safe

From: Ashe, Candice
Sent: Tuesday, April 04, 2017 11:33 AM
To: Starcevic, Nicholas <NStarcevic@Balfourbeattyus.com>
Subject: FW: Marion Square Invoice

Did you get a chance to look at the attached invoices?

Thank you,

Candice Ashe | Project Accountant
office: 704-319-4016 | email: CAshe@Balfourbeattyus.com
Balfour Beatty Construction | 1930 Camden Road, Suite 280, , Charlotte, NC 28203

www.balfourbeattyus.com | Facebook | Twitter | YouTube | LinkedIn

Balfour Beatty Build to Last
Lean Expert Trusted Safe

From: Morgan Codell [mailto:morgan@trojanlabor.com]
Sent: Thursday, March 30, 2017 11:18 AM
To: Ashe, Candice <CAshe@Balfourbeattyus.com>
Cc: 'Stephanie Speer' <sspeer@trojanlabor.com>; Cruz, Roberto <RCruz@Balfourbeattyus.com>
Subject: RE: Marion Square Invoice

Good morning Candice,

Attached are 4 invoices that we had corrected because they were originally billed to the Garco Project. There are a few more that we are in the process of getting corrected and will forward as soon as possible. I apologize for the confusion and please let me know if you have any questions.

Thanks,

Morgan C. Codell
General Manager
Trojan Labor
498 Meeting Street
Charleston, SC 29403
Phone: (843) 723-5640
Fax: (843) 723-6317
morgan@trojanlabor.com
www.trojanlabor.com

From: Ashe, Candice [mailto:CAshe@Balfourbeattyus.com]
Sent: Wednesday, March 1, 2017 10:48 AM
To: Cruz, Roberto <RCruz@Balfourbeattyus.com>; Morgan Codell <morgan@trojanlabor.com>
Subject: RE: Marion Square Invoice

Morgan,

The check was mailed from our corporate office on 02/27/17 and the check number is 159133. If you have any questions, please email me. Have a great day!

Thank you,

Candice Ashe | Project Accountant
office: 704-319-4016 | email: CAshe@Balfourbeattyus.com
Balfour Beatty Construction | 1930 Camden Road, Suite 280, , Charlotte, NC 28203

www.balfourbeattyus.com | Facebook | Twitter | YouTube | LinkedIn



From: Cruz, Roberto
Sent: Wednesday, March 01, 2017 10:43 AM
To: Morgan Codell <morgan@trojanlabor.com>
Cc: Ashe, Candice <CAshe@Balfourbeattyus.com>
Subject: RE: Marion Square Invoice

Good Morgan –

Candice Ashe is your A/P contact for Marion Square.

Roberto Cruz Jr | Senior Project Accountant
office: 678-919-7007 | mobile: 904-838-7066 | email: rcruz@balfourbeattyus.com
Balfour Beatty Construction | 600 Galleria Parkway Suite 1500 , Atlanta, GA 30339

www.balfourbeattyus.com | Facebook | Twitter | YouTube | LinkedIn



ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

From: Morgan Codell [mailto:morgan@trojanlabor.com]
Sent: Monday, February 27, 2017 11:38 AM
To: Cruz, Roberto <RCruz@Balfourbeattyus.com>
Subject: Marion Square Invoice

Good morning Roberto,

Checking in on invoice # 850646 for Marion Square. Do you have everything you need from us (lien release, etc) to get this one paid? I have attached an aging report for reference.

Thanks,

Morgan C. Codell
General Manager
Trojan Labor
498 Meeting Street
Charleston, SC 29403
Phone: (843) 723-5640
Fax: (843) 723-6317
morgan@trojanlabor.com
www.trojanlabor.com

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That Trojan Labor (the "Lienor") for and in consideration of the payment of the sum of $ 7,440.00 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 30th day of April, 20 17, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 30th day of April, 20 17.

Signed, sealed and delivered
in the presence of:

Signature
Morgan Cadell
Print Name

Trojan Labor
a LLC corporation

Signature
Stephanie Speer Manager
Print Name & Title

STATE OF SC

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 4th day of April, 2017 by Stephanie Speer, Manager of Trojan Labor, a LLC corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF South Carolina

My Commission Expires: July 21, 2018

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

COOK & BOARDMAN

A DIVISION OF THE COOK & BOARDMAN GROUP, LLC

CONTRACTS/BILLING ADMINISTRATION
Phone: 704/334-8683 Fax: 704/334.9366
SilverLake Business Park
9347 D. Ducks Lane, Suite A
Charlotte, NC 28273

TO:	**BALFOUR BEATTY**	**DATE:**	April 20, 2017
	1930 Camden Rd., Suite 280	**C&B SALESMAN:**	Kevin Rogers
	Charlotte, NC 28203	**PO/CO #:**	
PROJECT:	HOTEL AT MARION SQUARE	**CUSTOMER JOB / PO #:**	13026000
ATTENTION:	CAAshe@Balfourbeattyus.com; timspano@balfourbeattyus.com; nstarcevis@balfourbeattyus.com		

WE ARE TRANSMITTING THE FOLLOWING TO YOU.

( )	ORIGINAL PURCHASE ORDER	(X)	PAY APPLICATION	(X)	EMAIL, FEDEX, UPS, USPS
( )	ORIGINAL SUBCONTRACT	( )	WAIVER	( )	RELEASE
( )	SECOND TIER SUBCONTRACT	( )	STATE & COUNTY SALES/USE TAX	( )	CERTIFIED MAIL
( )	ORIGINAL WORK ORDER	( )	SALES TAX CERTIFICATE	( )	ENCLOSED
( )	ORIGINAL CHANGE ORDER	( )	INVOICE	( )	FAXED
( )	INSURANCE CERT. GL/WC	( )	W-9	( )	EMAIL

THESE ARE SENT FOR:

(X) APPROVAL ( ) EXECUTION

( ) FILE & FIELD USE

( ) CORRECTION

REMARKS: **REQUEST FOR PAYMENT $60887.97**

PAY APLICATION #9

1st - 2nd - 3rd Request - Date ( ) ( ) ( )

CC: _____

_____

_____

THANK YOU FOR YOUR BUSINESS.....

COOK AND BOARDMAN, LLC

BY: *Carol Cushman* 704/940-3646
ccushman@cookandboardman.com

If you have any questions or concerns please don't hesitate to contact us:
Terri Hill 704/ 334.8683
Email thill@cookandboardman.com

Sl Veemhoff 704/334-8683 x 3625
Email sweemhoff@cookandboardman.com

Commercial Doors and Frames • Builders Hardware and Accessories • Electronic Security

www.cookandboardman.com

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request # 9
Work Performed Through. 04/30/17

Subcontractor's Name: Cook & Boardman, LLC
Subcontractor's Address: 9347 D Ducks Lane, Ste A
Charlotte NC 28273

Phone Number
Fax Number

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 04/20/17
Owner: Library Associates, LLC

Description of Work: Doors & Hardware

Original Contract Amount	$1,502,448.00	
Change Order Total	-$2,596.00	
Through C/O # 1		
Total Revised Contract	$1,499,852.00	
Previous Work Performed to Date(SSR)	$135,753.27	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$67,653.30	
New Work Performed to Date	$203,406.57	
Less 10 % Retainage	$20,340.66	
Amount Earned to Date	$183,065.91	
Less Previous Net Billings	$122,177.94	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$60,887.97	

Subcontract [X] Purchase Order [ ]
Other Contract Type

Unit Price [ ] Lump Sum [X]
Bonded [ ] Unbonded [X]

Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]

Insurance Status: Finaled
Insurance Expiration Date: 08/15/17

Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site	Y [ ]	N [X]
If yes, attach stored materials checklist		
Final Payment	Y [ ]	N [X]
If yes, see attached checklist		

Owner Billing Number: 11
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select # / Batch #

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
50540	111007	13026400	532364

Date	Invoice #	Description
04/30/17	13026400 - 09	13026400 . PE# 09 . 17.04

Gross Amount	Retainage Amt	Net Amount
$67,653.30	$20,340.66	$60,887.97

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400.50810060.45	NO

Hold Codes: 02- OWNER FUNDING lower tier waivers
PM Approval

Approvals:
PM / Date
CA 04/21/17
PA / Date
APA / Date

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request #: 8
Work Performed Through: 5/26/2017

Subcontractor's Name: Cook & Boardman, LLC
Subcontractor's Address: 9347 D. Dacks Lane, Suite A
Charlotte, NC 28273
Phone Number: 704-334-8683
Fax Number: 704-334-9360

Project Name: Hotel at Marion Square Job No.: 13026000 Date: 5/1/2015
Owner: Wells Fargo

Description of Work: Doors, Frames, Hardware

Original Contract Amount	$1,502,418.00	
Change Order Total through C/O #:	-52,596.00	
Total Revised Contract	$1,499,852.00	
Value of Work Performed to Date	$203,406.57	
Value of Materials Stored On Site		
Value of Materials Stored Off Site		
Current Month (Stored Materials)		
Total	**$203,406.57**	
Less 10 % Retainage	**$20,340.66**	
Amount Earned to Date	**$183,065.91**	
Less Previous Billings/Payments	$122,177.94	
Less Adjustments/Joint Checks		
Less Pending Back Charges		
Total Amount this Requisition	$60,887.97	

Subcontract ☐ Purchase Order ☐
Other Contract Type:
Unit Price ☐ Bonded ☐ Lump Sum ☐ Unbonded ☐
Subguard ☐ Alternate Plan ☐

Contract Increased 20%?	Y ☐	N ☐
If yes, bond rider received	Y ☐	N ☐
EEO Reports Current	Y ☐	N ☐
Certified Payrolls Current	Y ☐	N ☐

Insurance Status
Insurance Expiration Date

Release Attached	Y ☐	N ☐
Tier/Supplier Release If Required	Y ☐	N ☐
Reducing Retention	Y ☐	N ☐
If reducing retainage, reducing	From ☐	To ☐
Consent of Surety for retention reduction if bonded	Y ☐	N ☐
New materials stored off site If yes, attach stored materials checklist	Y ☐	N ☐
Final Payment If yes, see attached checklist	Y ☐	N ☐

Owner **Billing Number**
Owner **Payment Rec'd Date:**
Payment Terms:
Pay Select #

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
Date	**Invoice #**	**Description**		

Gross Amount	Retainage Amt	Net Amount
$203,406.57	$20,340.66	$60,887.97

Accrue Tax	Tax Code	Pay Item & Cost Code	
YES			
NO			

Job Codes:

Approvals:
PM / Date PA / Date APA / Date

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702 PAGE 1 OF 2 PAGES

TO (Contractor)
BALFOUR BEATTY CONSTRUCTION, LLC
1930 Camden Road, Suite 280
Charlotte, NC 28203

PROJECT: Hotel at Marion Square

APPLICATION: 9
PERIOD FROM 03/08/2017
PERIOD TO. 04/20/2017

DISTRIBUTION TO:
- [ ] OWNER
- [ ] CONTRACTOR
- [ ] ARCHITECT
- [ ] TRADE CONTRACTOR

FROM (TRADE CONTRACTOR):
Cook & Boardman, LLC
9347 D. Ducks Lane, Ste A
Charlotte, NC 28273

VIA (Construction Contract):

ARCHITECT'S PROJECTS NO 13026000

CONTRACT FOR: Doors, Frames, Hardware, Toilet Accessories

CONTRACT DATE: 5/13/2015

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet

1. ORIGINAL CONTRACT SUM	$	1,502,448.00
2. Net change by Change Orders	$	-2,596.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	$	1,499,852.00
4. TOTAL COMPLETED & STORED TO DATE (Column G)	$	203,406.57
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E)	$	20,340.66
b. 10 % of Stored Material (Column F)	$	
Total Retainage (Line 5a + 5b or Total in Column I)	$	20,340.66
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	183,065.91
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	122,177.94
8. CURRENT PAYMENT DUE	$	60,887.97
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$	1,316,786.09

CHANGE ORDER SUMMARY			
Change Orders appr previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL			
Approved this Month			
No	Date Approved		
1	11/30/2015		-2,596.00
TOTALS		0.00	-$2,596.00
Net change by Changes Orders			-$2,596.00

The undersigned Contractor certifies that to the best of the contractor's knowledge information and belief the Work covered by this Appliction 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.

By: [signature] Date: 4/20/2017

State of : North Carolina County of: Mecklenburg
Subscribed and sworn to before me this 20th day of April 2017
Notary Public: [signature]
My commission expires: May 3, 2020

CONTRACTOR'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Mangaer certifies to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Trade Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $
(Attach explanation if amount certified differs from the amount applied for.)
CONTRACTOR: BALFOUR BEATTY CONSTRUCTION, LLC

By: Date:

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

R - 20374

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

PROJECT: Hotel at Marion Square

APPLICATION NUMBER: 9

APPLICATION DATE: 4/20/17

PERIOD TO: 4/20/17

ARCHITECT'S PROJECT NO: 13026000

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (C÷ G)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	Hollow Metal	100,963.53	97,818.20	3,145.33		100,963.53	100.00%	0.00	10,096.35
2	Wood Doors	517,471.37	7,920.50			7,920.50	1.53%	509,550.87	792.05
3	Hardware	635,894.54	25,919.57	56,507.97		82,427.54	12.96%	553,467.00	8,242.75
4	Installation	189,140.00	4,095.00	8,000.00		12,095.00	6.39%	177,045.00	1,209.50
5	Job Site Cleanup	2,587.20	0.00			0.00	0.00%	2,587.20	0.00
6	Freight	26,342.40	0.00			0.00	0.00%	26,342.40	0.00
7	Punchlist Items	30,048.96	0.00			0.00	0.00%	30,048.96	0.00
	Change Order #1	-2,596.00	0.00			0.00	0.00%	-2,596.00	0.00
	Total	1,499,852.00	135,753.27	67,653.30	0.00	203,406.57	13.56%	1,296,445.43	20,340.66

R - 20375

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Exhibit F1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT
(Subcontractor/Vendor)

The undersigned, Cook & Boardman ("Subcontractor"), pursuant to a
(Name of Subcontractor)
contract or agreement with Balfour Beatty Construction, LLC, ("BBC"), _____, a subcontractor to BBC or a sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as:
Hotel at Marion Square ("Project")
(Name or Description of Project)
which is located at 404 King Street
(Street Address)
in the City of Charleston, and County of _____,

and is owned by _____ ("Owner").
(Name of Owner)

Upon receipt by Subcontractor of a check in the sum of $60,887.97
(Amount to be paid to Subcontractor)
the sufficiency of which is hereby acknowledged and confessed, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective pursuant to which the Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and all bonds and bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through April 20, 2017 (the "Release Period"); and, (2) waives, releases
(Insert date through which release is given)
and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact costs and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

_____

(Describe here or set out in an Attachment "A" which must be identified here and attached, all extras not included in the Release. Failure to describe any extras as excluded shall be a waiver and release of any right to payment for such work.)

Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subcontractor further affirms, represents and warrants that, except as noted above: (1) Subcontractor has no lien or claim of lien, either actual or potential, bond right or claim, or contractual right or claim for payment with respect to any

Updated as of 6/30/2013

Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date; and, (2) all persons and entities that have performed or rendered labor or services, or supplied

or furnished materials, equipment, furniture and furnishings, to Subcontractor in connection with the Work have been paid in full, or upon receipt of the payment described above will be paid in full, all undisputed amounts, and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

Subcontractor acknowledges, affirms, represents and warrants that it has fully reviewed the terms and conditions of this waiver, that it is fully informed with respect to the legal effect of this waiver, and that it accepts the terms and conditions of this waiver in return for the payment recited above.

Given under hand and seal this 20th day of April, 2017.

Cook & Boardman
(Company Name)

By: _____

Its: Accounting Manager

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

The foregoing instrument was signed, sealed and acknowledged before me this 20th day of April, 2017, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: _____
Notary Public

My Commission expires: May 3rd, 2020

CAROL H. OLSHMAN NOTARY PUBLIC MECKLENBURG COUNTY, NC

(Notary Seal)

Updated as of 6/30/2013

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That _Cook & Boardman_____ (the "Lienor") for and in consideration of the payment of the sum of $ 60,887.97 ___ and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

_____

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the _20th__ day of April__, 2017__, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 20th_ day of _April_, 2017__.

Signed, sealed and delivered
in the presence of:

Shea Weeks

Signature

Shea Weeks

Print Name

Cook & Boardman_____
a ___North Carolina_____ corporation

Terri Hill

Signature

__Terri Hill / Accounting Manager_____
Print Name & Title

STATE OF North Carolina_____

COUNTY OF _Mecklenburg_____

The foregoing instrument was acknowledged before me this 20th day of April, 2017__, by __Terri Hill__, __Accounting Manager___ of _Cook & Boardman_____, a __North Carolina_____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced _Personally Known_____ (type of identification) as identification.

COUNTY OF MECKLENBURG NOTARY PUBLIC CAROL H. CUSHMAN

Carol H. Cushman

NOTARY PUBLIC, STATE OF North Carolina

My Commission Expires: May 3rd 2020

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13025030
Date Prepared:	4/20/2017
PRIME SUB'S NAME	Cook & Board
Attachment for Pay Req #:	9
for Month Ending:	4/30/2017

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)		Cumulative dollar amount tier billed for work/materials to date	Tier's most recent invoice is dated through	Tier's most recent release is dated through: *(as noted on releases)*	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
SAMPLE TIER 123 Example Dr Somewhere, NC 27507 919-834-1234	*yes - PIT*	*NO*	*N/A*		*YES*	*NO*	*$12,123.00*	*1/27/2010*	*3/31/2010*	*PARTIAL*	*FINAL*	*NEW MONEY 2010*
Accurate Lock	No	No	N/A	No	YES		$690.60	10/20/2016	4/30/2017	PARTIAL		
Baldwin Hardware	No	No	N/A	No	YES		$230.39	2/3/2016	4/30/2017	PARTIAL		
Ceco	No	No	N/A	No	YES		$50,166.97	2/21/2017	4/30/2017	PARTIAL		
HMF Express	No	No	N/A	No	YES		$19,481.00	11/14/2016	4/30/2017	PARTIAL		
L E Johnson	No	No	N/A	No	YES		$32,528.68	3/15/2017	4/30/2017	PARTIAL		
Pemko	No	No	N/A	No	YES		$333.22	2/16/2017	4/30/2017	PARTIAL		
Rockwood	No	No	N/A	No	YES		$312.33	2/13/2017	4/30/2017	PARTIAL		
Marmon Company	No	No	N/A	No	YES		$6,034.00	1/17/2017	4/30/2017	PARTIAL		
Timelox America	No	No	N/A	No	YES		$459.02	1/22/2016	4/30/2017	PARTIAL		
Yale Security	No	No	N/A	No	YES		$1,478.85	1/12/2017	4/30/2017	PARTIAL		
Sargent Manufacturing	No	No	N/A	No	YES		$3,716.03	1/17/2017	4/30/2017	PARTIAL		

R - 20379

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty

Hotel at Marion Square - Subcontractor Pay Application Checklist

Pay Applicaton Thru:

Item	Item Description	Submitted	Reviewed	Comments
Application for Payment Documentation				
	Request for Payment / Payment Application standard BBC form - all subcontractors must use	4/20/2017		
	Schedule of Values (SOV) - matches AIA G703	4/20/2017		
	Conditional Waiver and Release on Progress Payment	4/20/2017		
	Subguard Sub-Tier / Supplier Releases - form submitted by subcontractor that tells us who needs to be joint checked	4/20/2017		
	Subcontractor Supplier Invoices - back up for joint checks, if applicable	N/A		
	Subcontractor Joint Check List - internal form used when joint checks are required	N/A		
	Approved certificate of insurance through the payment requisition date	N/A		
	Stored materials back up documentation, if applicable	N/A		
	Owner Waiver	4/20/2017		
	If applicable, subcontractor change request log (for purposes of verifying with the project cost event logs)	N/A		

R - 20380

Function Owner Nancy Novak
Document Owner Tammy Yang
UNCONTROLLED WHEN PRINTED OR DOWNLOADED

Balfour Beatty
Construction

Request for Payment

Pay Request # 12
Work Performed Through: 04/30/17
No Pay App #1-1st Pay app entered was #2

Subcontractor's Name: Precision Walls
Subcontractor's Address: 7317 Peppermill Pkwy
N Charleston SC 29418

Phone Number
Fax Number

Project Name: Hotel at Marion Square Job No : 13026400 Date: 04/18/17
Owner: Library Associates, LLC

Description of Work: Drywall, GFRG, FRP, Light Gauge, Steel Roof Trusses

Original Contract Amount	$3,461,699.00	
Change Order Total	$146,275.00	
Through C/O #: 0		
Total Revised Contract	$3,607,974.00	
Previous Work Performed to Date(SSR)	$2,486,955.35	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$551,649.28	
New Work Performed to Date	$3,038,604.63	
Less 10 % Retainage	$303,860.57	
Amount Earned to Date	$2,734,744.06	
Less Previous Net Billings	$2,238,259.72	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$496,484.34	INTERNAL AUDIT!!

Subcontract [X] Purchase Order [ ]
Other Contract Type

Unit Price [ ] Lump Sum [X]
Bonded [-] Unbonded [X]

Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]

Insurance Status: FINALED
Insurance Expiration Date: 03/01/18

Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site If yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

Owner Billing Number: 13
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select # / Batch #

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	762107	13026400	541629
Date	Invoice #	Description		
04/30/17	13026400 - 12	13026400 . PE# 12 . 17.04		
Gross Amount		Retainage Amt	Net Amount	
$551,649.28		$27,582.46	$496,484.34	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO		400.50925200.40		NO

Hold Codes: 02- OWNER FUNDING LT-CK Supply
PM App

Approvals:
PM / Date
CA 04/18/17
PA / Date
APA / Date

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

EXHIBIT G – APPLICATION FOR PAYMENT

Pay Request #: 11
Work Performed Through 04/30/17

Subcontractor's Name: Precision Walls, Inc.
Subcontractor's Address: 2205 E Distribution Center Dr. , Charlotte, NC 28269
Phone Number: 843-793-6020
Fax Number: 843-571-2098

Project Name: Hotel at Marion Square Project No.: 13026000 Date: 04/17/17
Owner:

Description of Work: Drywall, GFRG, FRP, Light Gauge Steel Roof Trusses & Ceilings

Original Contract Amount:	$3,461,699.00
Change Order Total:	451,637.00
Through C/O#: 26	
Total Revised Contract	3,913,336.00
Value of Work Performed to Date	3,038,604.63
Value of Materials Stored On Site	00.00
Value of Materials Stored Off Site	00.00
Current Month (Stored Materials)	00.00
Total	3,038,604.63
Less 10.0000 % Retainage	30,860.57
Amount Earned to Date	2,734,744.06
Less Previous Billings/Payments	2,238,259.72
Less Adjustments/Joint Checks	00.00
Less Pending Back Charges	00.00
Total Amount this Requisition	496,484.34

Subcontract ☐ Purchase Order ☐
Other Contract Type

Unit Price ☐ Lump Sum ☐
Bonded ☐ Unbonded ☐

Subguard ☐ Alternate Plan ☐

Contract Increased 20%?	Y ☐	N ☐
If yes, bond rider received	Y ☐	N ☐
EEO Reports Current	Y ☐	N ☐
Certified Payrolls Current	Y ☐	N ☐
Insurance Status		
Insurance Expiration Date		
Release Attached	Y ☐	N ☐
Tier/Supplier Release If Required	Y ☐	N ☐
Reducing Retention	Y ☐	N ☐
If reducing retainage, reducing	From ☐	To ☐
Consent of Surety for retention reduction if bonded	Y ☐	N ☐
New materials stored off site If yes, attach stored materials checklist	Y ☐	N ☐
Final Payment If yes, see attached checklist	Y ☐	N ☐

Owner Billing Number
Owner Payment Rec'd Date:
Payment Terms:
Pay Select #

For Balfour Beatty Construction Use Only:

	CO #	Vendor #	Job #	Contract No.
			13026000	012

Date	Invoice #	Description

Gross Amount	Retainage Amt	Net Amount

Accrue Tax	Tax Code	Pay Item & Cost Code	
Yes / No			

Hold Codes:

Approvals:

PM / Date PA / Date APA / Date

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

PAYMENT APPLICATION

TO: Balfour Beatty Construction
406 S Mcdowell Street
Suite 200
Raleigh, NC 27601
Attn: Tim Spano

FROM: Precision Walls Inc
7317 Peppermill Pkwy
N. Charleston, SC 29418

PROJECT NAME AND LOCATION: 14-1278 Hotel @ Marion Square 404 King Street Charleston SC 29403

ARCHITECT:

APPLICATION # for 14-1278
PERIOD THRU: 30-APR-17
PROJECT #'S:
PO #.
DATE OF CONTRACT: 15-APR-15

Distribution to
- [ ] OWNER
- [ ] ARCHITECT
- [x] CONTRACTOR

CONTRACTORS' SUMMARY OF WORK

Application is made for payment as shown below
Continuation Page is attached

1. CONTRACT AMOUNT		$3,461,699.00
2. SUM OF ALL CHANGE ORDERS		$451,637.00
3. CURRENT CONTRACT AMOUNT	(Line 1 +/- 2)	$3,913,336.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)		$3,038,604.63
5. RETAINAGE:		
a % of Completed Work (Column D + E on Continuation Page)	$303,860.57	
b % of Material Stored (Column F on Continuation Page)	$0.00	
Total Retainage (Line 5a + 5b or Column I on Continuation Page)		$303,860.57
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)		$2,734,744.06
7. LESS PREVIOUS APPLICATIONS		$2,238,259.72
8. PAYMENT DUE		$496,484.34
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	$1,178,591.94	

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months	$130,537.00	$915.00
Total approved this month	$91,131.00	$0.00
TOTALS	$221,668.00	$915.00
NET CHANGES	$220,753.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labour, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment

CONTRACTOR Precision Walls Inc.

By: _____ Date: 4/26/2017

State of: SC

County of Charleston

Subscribed and sworn to before me this 26 day of April 2017

Notary Public: Brenda Mae Brown

My Commission Expires: 8-19-2024

BRENDA MAE BROWN NOTARY PUBLIC SOUTH CAROLINA

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefore, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT _____

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT:

By: _____ Date: _____

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

R - 20383

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Precision Walls Inc.

CONTINUATION PAGE

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 10-APR-17
PERIOD THRU: 30-APR-17
PROJECT #'S:

Payment Application containing Contractor's signature is attached.

A	A1	B			C	D	E	F	G		H	I
ITEM #	CODE	WORK DESCRIPTION	GC Ref#	RCO#	SCHEDULED AMOUNT	COMPLETED WORK: AMOUNT PREVIOUS PERIODS	COMPLETED WORK: AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C - G)	RETAINAGE (If Variable)
ORIGINAL CONTRACT												
100	141278-01	Engineered Shop Drawings - Trusses			10,000.00	10,000.00	0.00		10,000.00	100%	0.00	1,000.00
101		Engineered Shop Drawings - Structural Framing			15,000.00	15,000.00	0.00		15,000.00	100%	0.00	1,500.00
102		Mobilization			30,000.00	30,000.00	0.00		30,000.00	100%	0.00	3,000.00
103		Sub Level Framing - Material			2,995.00	2,995.00	0.00		2,995.00	100%	0.00	299.50
104		Sub Level Framing - Labor			3,660.00	3,660.00	0.00		3,660.00	100%	0.00	366.00
105		Sub Level Drywall Assembly - Material			4,243.00	4,243.00	0.00		4,243.00	100%	0.00	424.30
106		Sub Level Drywall Assembly - Labor			5,130.00	3,847.50	769.50		4,617.00	90%	513.00	461.70
107		Sub Level Ceiling - Material			21,763.00	21,763.00	0.00		21,763.00	100%	0.00	2,176.30
108		Sub Level Ceiling - Labor			15,842.00	7,921.00	0.00		7,921.00	50%	7,921.00	792.10
109		1st Floor Framing - Material			42,966.00	42,966.00	0.00		42,966.00	100%	0.00	4,296.60
110		1st Floor Framing - Labor			49,956.00	47,458.20	0.00		47,458.20	95%	2,497.80	4,745.82
111		1st Floor Drywall Assembly - Material			46,016.00	39,113.60	2,300.80		41,414.40	90%	4,601.60	4,141.44
112		1st Floor Drywall Assembly - Labor			64,846.00	55,119.10	3,242.30		58,361.40	90%	6,484.60	5,836.14
113		1st Floor ACT - Material			6,948.00	6,948.00	0.00		6,948.00	100%	0.00	694.80
114		1st Floor ACT - Labor			4,632.00	2,316.00	0.00		2,316.00	50%	2,316.00	231.60
115		1st Floor Ceiling Framing - Material			19,908.00	19,908.00	0.00		19,908.00	100%	0.00	1,990.80
116		1st Floor Ceiling Framing - Labor			32,802.00	29,521.80	0.00		29,521.80	90%	3,280.20	2,952.18
117		1st Floor Ceiling Drywall Assembly - Material			10,131.00	7,598.25	1,519.65		9,117.90	90%	1,013.10	911.80
118		1st Floor Ceiling Drywall Assembly - Labor			24,069.00	12,034.50	9,627.60		21,662.10	90%	2,406.90	2,166.21
119		2nd Floor Framing - Material			52,053.00	52,053.00	0.00		52,053.00	100%	0.00	5,205.30
120		2nd Floor Framing - Labor			52,366.00	49,747.70	0.00		49,747.70	95%	2,618.30	4,974.77
121		2nd Floor Drywall Assembly - Material			54,022.00	45,918.70	2,701.10		48,619.80	90%	5,402.20	4,861.98
122		2nd Floor Drywall Assembly - Labor			74,019.00	62,916.15	0.00		62,916.15	85%	11,102.85	6,291.62
123		2nd Floor ACT - Material			24,763.00	12,381.50	0.00		12,381.50	50%	12,381.50	1,238.15

R - 20384

ELECTRONICALLY FILED - 2023-May-16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Precision Walls Inc.

CONTINUATION PAGE

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 10-APR-17
PERIOD THRU: 30-APR-17

Payment Application containing Contractor's signature is attached.

A	A1	B			C	D	E	F	G		PROJECT #'S: H	I
						COMPLETED WORK						
ITEM #	CODE	WORK DESCRIPTION	GC Ref#	RCO#	SCHEDULED AMOUNT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C - G)	RETAINAGE (If Variable)
124		2nd Floor ACT - Labor			16,842.00	842.10	0.00		842.10	5%	15,999.90	84.21
125		2nd Floor Ceiling Framing - Material			56,070.00	56,070.00	0.00		56,070.00	100%	0.00	5,607.00
126		2nd Floor Ceiling Framing - Labor			48,724.00	43,851.60	0.00		43,851.60	90%	4,872.40	4,385.16
127		2nd Floor Ceiling Drywall Assembly - Material			12,635.00	3,158.75	6,317.50		9,476.25	75%	3,158.75	947.63
128		2nd Floor Ceiling Drywall Assembly - Labor			29,608.00	7,402.00	7,402.00		14,804.00	50%	14,804.00	1,480.40
129		3rd Floor Framing - Material			89,705.00	89,705.00	0.00		89,705.00	100%	0.00	8,970.50
130		3rd Floor Framing - Labor			99,911.00	89,919.90	7,992.88		97,912.78	98%	1,998.22	9,791.28
131		3rd Floor Drywall Assembly - Material			92,351.00	83,115.90	9,235.10		92,351.00	100%	0.00	9,235.11
132		3rd Floor Drywall Assembly - Labor			135,420.00	81,252.00	20,313.00		101,565.00	75%	33,855.00	10,156.50
133		4th Floor Framing - Material			89,705.00	89,705.00	0.00		89,705.00	100%	0.00	8,970.50
134		4th Floor Framing - Labor			99,911.00	89,919.90	0.00		89,919.90	90%	9,991.10	8,991.99
135		4th Floor Drywall Assembly - Material			92,351.00	83,115.90	9,235.10		92,351.00	100%	0.00	9,235.11
136		4th Floor Drywall Assembly - Labor			135,420.00	33,855.00	67,710.00		101,565.00	75%	33,855.00	10,156.50
137		5th Floor Framing - Material			89,705.00	89,705.00	0.00		89,705.00	100%	0.00	8,970.51
138		5th Floor Framing - Labor			99,911.00	89,919.90	0.00		89,919.90	90%	9,991.10	8,992.00
139		5th Floor Drywall Assembly - Material			92,351.00	0.00	69,263.25		69,263.25	75%	23,087.75	6,926.33
140		5th Floor Drywall Assembly - Labor			135,420.00	0.00	67,710.00		67,710.00	50%	67,710.00	6,771.00
141		6th Floor Framing - Material			60,285.00	60,285.00	0.00		60,285.00	100%	0.00	6,028.51
142		6th Floor Framing - Labor			68,300.00	61,470.00	0.00		61,470.00	90%	6,830.00	6,147.00
143		6th Floor Drywall Assembly - Material			50,110.00	0.00	25,055.00		25,055.00	50%	25,055.00	2,505.50
144		6th Floor Drywall Assembly - Labor			59,552.00	0.00	14,888.00		14,888.00	25%	44,664.00	1,488.80
145		7th Floor Framing - Material			60,285.00	60,285.00	0.00		60,285.00	100%	0.00	6,028.51
146		7th Floor Framing - Labor			68,300.00	61,470.00	0.00		61,470.00	90%	6,830.00	6,147.00
147		7th Floor Drywall Assembly - Material			50,110.00	17,538.50	7,516.50		25,055.00	50%	25,055.00	2,505.50
148		7th Floor Drywall Assembly - Labor			59,552.00	5,955.20	0.00		5,955.20	10%	53,596.80	595.52
149		8th Floor Framing - Material			60,285.00	60,285.00	0.00		60,285.00	100%	0.00	6,028.50
150		8th Floor Framing - Labor			68,300.00	40,980.00	20,490.00		61,470.00	90%	6,830.00	6,147.00

R - 20385

ELECTRONICALLY FILED - 2023-May-16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Precision Walls Inc.

CONTINUATION PAGE

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 10-APR-17
PERIOD THRU: 30-APR-17

Payment Application containing Contractor's signature is attached.

A	A1	B			C	D	E	F	G		H	I
						COMPLETED WORK					PROJECT #'S:	
ITEM #	CODE	WORK DESCRIPTION	GC Ref#	RCO#	SCHEDULED AMOUNT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C - G)	RETAINAGE (If Variable)
151		8th Floor Drywall Assembly - Material			50,110.00	17,538.50	7,516.50		25,055.00	50%	25,055.00	2,505.50
152		8th Floor Drywall Assembly - Labor			59,552.00	5,955.20	0.00		5,955.20	10%	53,596.80	595.52
153		Roof Terrace Framing - Material			20,885.00	20,885.00	0.00		20,885.00	100%	0.00	2,088.50
154		Roof Terrace Framing - Labor			27,831.00	27,831.00	0.00		27,831.00	100%	0.00	2,783.11
155		Roof Terrace Drywall Assembly - Material			5,570.00	0.00	2,785.00		2,785.00	50%	2,785.00	278.50
156		Roof Terrace Drywall Assembly - Labor			10,250.00	0.00	2,562.50		2,562.50	25%	7,687.50	256.25
157		Roof Terrace Truss Package Material			196,782.00	196,782.00	0.00		196,782.00	100%	0.00	19,678.20
158		Roof Terrace Truss Package Labor			114,770.00	114,770.00	0.00		114,770.00	100%	0.00	11,477.00
159		FRP Columns Material			43,500.00	10,875.00	32,625.00		43,500.00	100%	0.00	4,350.00
160		FRP Column Labor			10,000.00	1,000.00	0.00		1,000.00	10%	9,000.00	100.00
161		GRG Dome/Pilaster Material			88,200.00	26,460.00	61,740.00		88,200.00	100%	0.00	8,820.00
162		GRG Dome/Pilaster Labor			15,000.00	0.00	0.00		0.00	0%	15,000.00	
163		Scaffolding at stairwells			80,000.00	0.00	0.00		0.00	0%	80,000.00	
164		Interior Mock Up			35,000.00	35,000.00	0.00		35,000.00	100%	0.00	3,500.00
165		Exterior Mock Up			15,000.00	15,000.00	0.00		15,000.00	100%	0.00	1,500.00
		Group Sub Total			3,461,699.00	2,357,333.35	460,518.28		2,817,851.63	81%	643,847.37	281,785.27
		SUB TOTAL			3,461,699.00	2,357,333.35	460,518.28		2,817,851.63	81%	643,847.37	281,785.27
		CHANGE ORDERS										
1		CO-16441 - Change Order 1 - wood ramp, bbc office buildout, and mock up revisions			11,902.00	11,902.00	0.00		11,902.00	100%	0.00	1,190.20
2		CO-16442 - CO 2 - adds for office changes and ramp			1,182.00	1,182.00	0.00		1,182.00	100%	0.00	118.20
3		CO-16443 - CO 3 - plywood screen wall at king street			4,550.00	4,550.00	0.00		4,550.00	100%	0.00	455.00

R - 20386

ELECTRONICALLY FILED ~~2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108~~

7317 Peppermill Pkwy N. Charleston, SC 29418
T 843-793-6020 F

CONTINUATION PAGE

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 10-APR-17
PERIOD THRU: 30-APR-17

Payment Application containing Contractor's signature is attached.

PROJECT #'S:

A	A1	B			C	D	E	F	G		H	I
						COMPLETED WORK						
ITEM #	CODE	WORK DESCRIPTION	GC Ref#	RCO#	SCHEDULED AMOUNT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C - G)	RETAINAGE (If Variable)
4		CO-17291 - Install 5/8" Gypsum Exterior Sheathing Forms at 1st Floor Grout Pour for Masons per BBC Request			5,245.00	5,245.00	0.00		5,245.00	100%	0.00	524.50
5		CO-17413 - Temp Wall T&M Work from 8/26/16 - 8/26/16			6,086.00	6,086.00	0.00		6,086.00	100%	0.00	609.60
6		CO-17688 - 50 pieces of flat strapping for BBC (6" 18ga 10' sticks)			500.00	500.00	0.00		500.00	100%	0.00	50.00
7		CO-17125 - MOD 1 Changes			18,637.00	18,637.00	0.00		18,637.00	100%	0.00	1,863.70
8		CO-17691 - BBC Onsite Offices/Conference Room T&M Work 9/14/16 - 9/16/16			5,249.00	5,249.00	0.00		5,249.00	100%	0.00	524.90
9		CO-17825 - Framing / Sheathing at Buck Hoist Floors 2 through 5 10/26/16 - 10/28/16			3,665.00	3,665.00	0.00		3,665.00	100%	0.00	366.50
10		CO-17842 - RFI 0777 Pump Room Wall Type change from block to C5			2,699.00	2,699.00	0.00		2,699.00	100%	0.00	269.90
11		CO-17572 - Offsite Model Room Blocking per BBC request and attached T&M tickets			2,013.00	2,013.00	0.00		2,013.00	100%	0.00	201.30
12		CO-17830 - RFI 0738 Pool Deck Slab Revision			4,441.00	4,441.00	0.00		4,441.00	100%	0.00	444.10
13		CO-17996 - Contract Alternate to Add 22ga Decking and Pour Stop Angles at Pool Deck Only			44,000.00	44,000.00	0.00		44,000.00	100%	0.00	4,400.00
14		CO-18006 - ASI 19 Revisions			3,601.00	3,601.00	0.00		3,601.00	100%	0.00	360.10
15		CO-18024 - Structural Revision - Delete Ballroom Columns			-915.00	-915.00	0.00		-915.00	100%	0.00	-91.50
16		CO-18106 - RFI-0024 Shower Curb Detail			22,204.00	5,551.00	5,551.00		11,102.00	50%	11,102.00	1,110.20
17		CO-17428 - RFI 0019 - Change Ramp Wall to Wall Type D4 and Credit Furring & Drywall Shown on Contract Documents			6,880.00	6,880.00	0.00		6,880.00	100%	0.00	688.00
18		CO-18128 - Labor to Temp in 9th Floor Elevator Shafts with Tyvek Provided By Others for Temp Dry In and Infill 6 Windows			966.00	966.00	0.00		966.00	100%	0.00	96.60

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

R - 20387

Precision Walls Inc.

CONTINUATION PAGE

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 10-APR-17
PERIOD THRU: 30-APR-17

Payment Application containing Contractor's signature is attached.

PROJECT #'S:

A	A1	B			C	D	E	F	G		H	I
						COMPLETED WORK						
ITEM #	CODE	WORK DESCRIPTION	GC Ref#	RCO#	SCHEDULED AMOUNT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C - G)	RETAINAGE (If Variable)
19		CO-18127 - Re-Install Exterior Wall Rigid Insulation and Z-Furring after it was removed by others on levels 3 & 4			1,890.00	1,890.00	0.00		1,890.00	100%	0.00	189.00
20		CO-18129 - Remove/replace drywall and adjust pocket doors in mock up rooms 309 and 311. Premium time for Saturday Only.			1,470.00	1,470.00	0.00		1,470.00	100%	0.00	147.00
21		CO-18253 - Re-frame and hang around windows in room 235 due to damage Extra Work Order 3/9/17			592.00	0.00	592.00		592.00	100%	0.00	59.20
22		CO-18254 - Box out around pipes that did not fall in the plane of fire walls on 2nd floor Extra Work Order 3/13/17			921.00	0.00	921.00		921.00	100%	0.00	92.10
23		CO-17154 - MOD 4 Drawing Revisions			32,992.00	0.00	24,744.00		24,744.00	75%	8,248.00	2,474.40
24		CO-17426 - RFI 0405 - Roof Modifications			10,695.00	0.00	10,695.00		10,695.00	100%	0.00	1,069.50
25		CO-17427 - RFI 0149 - Roof Truss Revision Clarifications			9,039.00	0.00	9,039.00		9,039.00	100%	0.00	903.90
26		CO-16687 - Hotel @ Marion Square - Quarry Cast Reduced Scope Formglas Rev J			251,123.00	0.00	39,589.00		39,589.00	16%	211,534.00	3,958.90
		Group Sub Total			451,637.00	129,622.00	91,131.00		220,753.00	49%	230,884.00	22,075.30
		SUB TOTAL			451,637.00	129,622.00	91,131.00		220,753.00	49%	230,884.00	22,075.30
		FINAL TOTAL			**$3,813,336.00**	**$2,486,955.35**	**$551,649.28**		**$3,038,604.63**	**78%**	**$874,731.37**	**$303,880.57**

R - 20388

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That Precision Walls Inc (the "Lienor") for and in consideration of the payment of the sum of $ 496,484.34 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 30 day of April, 20 17, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 26 day of April, 2017.

Signed, sealed and delivered
in the presence of:

Signature

Brenda M Brown
Print Name

Precision Walls Inc.
a S corporation

Signature

Troy Morgan General Manager
Print Name & Title

STATE OF SC

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 26 day of April, 2017 by Troy Morgan, General Manager of Precision Walls Inc a S corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF SC

My Commission Expires: 8-19-2022

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Attachment A

PRECISION WALLS, INC.
Partners in driving your job.

Job Contracts Log

Precision Walls Inc Charleston SC
Hotel @ Marion Square

Balfour Beatty Constructi

Date: Apr 27 2017 Job #

Reference	Date	Description	Status	Appv	Amount
161278 CI-003	APR 15 16	Hotel @ Marion Square	Approved		3,481,400.00
CO 16141	MAR 31 16	Change Order 1 - wood ramp, Mezz office cutouts, and misc up charges	Approved		11,992.00
CO 16442	MAR 31-16	CO 2 - add'ls for office changes and ramp	Approved		1,182.00
CO 16441	MAR 31-16	CO 3 - plywood backing wall at ramp area	Approved		4,550.00
CO 16087	AUG 04 16	Hotel @ Marion Square - Quality Cert Reviewed Scope Exemplars Rev 3	Open		751,173.00
CO 16262	MAY 23-16	RFIs 479 / 486 - closet wall type changes and add'l bore	Void		0.00
CO 16787	JUN 10-16	Base Change Order Template (MEP)	Open	223	0.00
CO 16969	JUN 16 16	RFI 16 - Stud Size and Gauging - Change 14x7x3 Floor to Deck at 24" OC	Void		0.00
CO 17160	JUL 06-16	RFI 0526 - Gusset from A307 Ceiling Hanger 4 - Add Bolts to Conceal Pipes	Void		0.00
CO 17175	JUL 06-16	MOD 1 Changes	Approved		18,037.00
CO 17154	JUL 13 16	MOD 4 Drawing Revisions	Open		32,592.00
CO 17264	AUG 04 16	MOD 5 Drawing Revisions	Pending	205	21,405.00
CO 17285	AUG 04 16	Add 7'-3" x 7'-3" Hat Channel at Column Line W/4 Drywall to Drywall Detail 2/A 7.01 Slab to Slab Detail Signed Acceptance Letter Received	Void		0.00
CO 17291	AUG 03 16	Install 5/8" Gypsum Ceiling Shaft at Elevator Equipment Room at 1st Floor Grid Pipe for Masonry per BBG Request	Approved		5,715.00
CO 17295	AUG 10 16	RFI 0489 - Interior Wall Requirements for Masonry Scope	Open	219	4,004.00
CO 17379	AUG 16 16	Marion Square Hotel - 5x Wall (Backup) Request	Void		0.00
CO 17413	SEP 07-16	Temp Wall TAM Work Item # 16-016 - 8-7-16	Approved		6,696.00
CO 17425	SEP 08 16	MOD 2 Revisions - VO DED SEE REVISED	Void		0.00
CO 17426	SEP 09 16	RFI 0495 - Roof Modifications	Open		10,695.00
CO 17427	SEP 09-16	RFI 0149 - Roof Drain Removal Clarification	Open		9,020.00
CO 17429	SEP 09 16	RFI 0219 - Change Ramp Wall to Wall Type G4 and Detail Furring A Drywall Shown on Contract Documents	Approved		6,380.00
CO 17432	SEP 15 16	MOD 6 Drawing Revisions	Pending	221	12,113.00
CO 17473	SEP 19 16	MOD 7 Drawing Revisions	Pending	220	10,913.00
CO 17570	SEP 27 16	Offsite Model Room Revisions per Owner/BBG Request	Pending	201	7,644.00
CO 17572	SEP 29 16	Offsite Model Room Backup per BBG request not included TAM Issues	Approved		2,913.00
CO 17579	SEP 29-16	RFI 0714 Entry Way South Wall at Rooms 644, 744 & 844	Void		0.00
CO 17663	OCT 12 16	28 Day Structure Delay Cost Impacts	Open	196	21,742.00
CO 17635	OCT 17-16	10 pieces of flat shapers for BBS (6" 18ga) @ 15"	Approved		950.00
CO 17631	OCT 17-16	BBS Curve Offset/Conference Room TAM Work 9-14-16 - 9/20/16	Approved		5,749.00
CO 17703	OCT 25 16	Change Drywall Construction to Plaster to adhere to base Elevation at column within Corridor Lounge	Void		0.00
CO 17803	NOV 14-16	Re-installation unit to set below installed frames NOT drawing exemplar - Electrical PCR CCD Not necessary/Void	Open	161	595.00
CO 17824	NOV 14-16	Recessed Exterior Mock Up Wall	Open	184	17,719.00
CO 17838	NOV 14-16	MOD 2 Drawing Revisions - REVISED	Pending	183	7,821.00
CO 17823	NOV 15 16	Offsite Mock Up Demo	Approved		0.00
CO 17824	NOV 15 16	Level 5 Fourth ILO Amenity Deck	Void		0.00
CO-17825	NOV 17-16	Framing / Sheathing at Deck (Roof Levels 2 through 5 10/20/16 - 10/28/16	Approved		3,005.00
CO 17830	NOV 18 16	RFI 0732 Pool Deck Slab Revision	Approved		4,841.00
CO 17841	NOV 22 16	Retainer and Header Drywall at Pre-Fin Drywall Ceiling to Deck Changes	Pending	199	7,821.00
CO 17842	NOV 22-16	RFI 0777 Pump Room Wall Type Change from Mark to C5	Approved		2,670.00
CO 17852	DEC 01-16	5th Floor Deck Height Info Clarification Request at contract documents	Void		0.00
CO-17931	DEC 16-16	RFI 0767 - Add 16 Access Panels total for Rooms 3-5 for Fire Smoke Dampers	Open	131	2,181.00
CO 17956	DEC 20-16	Model Room 6 Revisions - Add (2) GRG Shapes per SMR 61	Pending	189	2,496.00
CO 17957	DEC 28 16	RFI 0775 - Gusset on Hoist Fixation Ceiling Height Isolation Floors 1 & 2	Void		0.00
CO 17995	JAN 03-17	Contract Agreement to Add 22 sq Deck Lap and Pour Strip Angles at Pool Deck Only	Approved		44,000.00
CO 18052	JAN 03 17	RFI 0853 - Install type pour stop on south wall of water heater room 243	Void		0.00
CO 18053	JAN 03-17	RFI 0851 - Extend Wall Box O-1 for 4" Storm Drain Pipe to 7th Floor	Void		0.00
CO 18058	JAN 03-17	ASI 19 Revision	Approved		1,601.00
CO 18024	JAN 11-17	Structural Revision - Debris Bathroom Column	Approved		915.00
CO 18275	JAN 11-17	Add GRG Ceiling Angles over at Mock Locations on Ll room Doors per Model Room 8 Revisions	Void		0.00
CO 18233	JAN 17 17	MOD 8 Drawing Revisions Including RFI 0785 Ceiling Height Modifications	Pending	184	98,147.00
CO 18253	JAN 24 17	Add 4'-11" Drywall dwarf header at Level 2 Exercise room Balcony (at Model Room 6 Revisions	Open	76	131,459.00
CO 18262	JAN 27 17	Precipitation ONLY to add 176 [illegible]	Void		0.00
CO 18275	JAN 31 17	Shared Insulation RFP	Void		0.00
CO 18553	FEB 07 17	RFI 0795 FRP Material Upgrade Cost	Void		0.00
CO 18156	FEB 08 17	RFI 0824 Shower Curb Detail	Approved		21,704.00
CO 18112	FEB 09 17	Return Trip to Frame Out Openings for Light Fixtures (Not Work Authorized Out Prior to Framing Ceilings on 1 & 2	Pending	26	3,575.00
CO 18126	FEB 14 17	RFI 0820 Level 13 & Canopy Issue	Pending	21	672.00
CO 18127	FEB 14-17	Re-Install Exterior Wall Rigid Insulation at 2 Furring added due to revised Ply Wood Sheathing 3 &	Approved		1,890.00
CO 18123	FEB 14 17	Return to Temp on 5th Floor Shaft Closure with Temp Power Provided By Owner for Temp Cycle and Vent 6 Windows	Approved		300.00
CO 18129	FEB 14 17	Remove/Reinstall Drywall Ceiling for Mechanical Duct Work Bath Vent Rooms 307 and 311 - Precipitation Lid Saturday Only	Approved		1,470.00
CO 18139	MAR 03 17	RFI 0838 Shower Niches	Open	54	1,834.00
CO 18193	MAR 13-17	RFI 876 - Core Beam C3 Modification	Open	48	2,413.00
CO 18222	MAR 13-17	Structural Revisions As A Result of Schedule Updates Sheets 11 and 19	Open	41	183,943.00
CO 18233	MAR 14 17	SI 34 (Electrical Panels)	Open	41	621.00
CO-18225	MAR-15-17	Installation of Plaster Ceilings Per SI 102 and SI 104 - MATERIAL COST ONLY	Approved		31,756.00
CO 18222	MAR 20 17	SI 35 RI Owner Change Direction Levels 3 6	Open	37	10,947.00
CO 18275	MAR 22-17	Add Framing and Drywall Over Elevator Cladding for Ceiling Grid Adjustment to 2nd Floor Ceilings	Open	35	7,541.00
CO 18235	MAR 27 17	Repair 3rd Floor Drywall Wall Extra Work Order 3-13-17	Open	29	772.00
CO-18236	MAR 27 17	Frame Out for 7th Floor Curtain Wall Extra Work Order 3/14/17	Open	33	496.00

	CO-18237	MAR-27-17	Repair Damaged/Removed Rigid Insulation & Drywall L4 & L5 Extra Work Order 3/120/17	Open	30	3,430.00
	CO-18239	MAR-28-17	Retreme Corridor 200FA Ceiling Extra Work Order 3/22/17	Open	29	453.00
	CO-18240	MAR-28-17	REVISED Added Radius Soffit Work at 2nd Floor Rotunda Extra Work Order 3/22/17 & 3/24/17	Open	29	1,683.00
	CO-18252	MAR-31-17	Repair Damages to 2nd Floor Overhead Inspection Extra Work Order 3/8/17	Open	29	2,470.00
	CO-18253	MAR-31-17	Re-frame and hang around windows in room 235 due to damage Extra Work Order 3/9/17	Approved		562.00
	CO-18254	MAR-31-17	Box out around pipes that did not fall in the plane of	Approved		921.00
			fire walls on 2nd floor Extra Work Order 3/13/17			
	CO-18255	MAR-31-17	Frame out for ducts not laid out on L9 Extra Work Order 3/8/17	Open	26	1,009.00
	CO-18256	MAR-31-17	3rd Floor Duct Shaft Patching Extra Work Order 3/9/17	Open	29	756.00
	CO-18259	APR-03-17	Demo and Re-Build Elevator 8 Roof System Due to Shaft Being Built Too High	Approved		2,575.75
	CO-18297	APR-12-17	Fix Shaftwall at room 347 Extra Work Order 4/3/17	Open	14	640.00
	CO-18298	APR-12-17	Re-Frame Ceilings for Lights Not Laid out in Rooms	Open	14	504.00
			221,200V, 223, and 216A Extra Work Order 3/28/17			
	CO-18299	APR-12-17	Extra Work Orders to add framing at 9th Floor Louvers due to Heights Changing	Open	14	2,100.00
	CO-18301	APR-12-17	Lower Soffit in Upper Dining Room due to low duct work Extra Work Order 3/24/17	Open	14	1,631.00
	CO-18302	APR-12-17	Re-Frame Soffits at window of pressurization on 2nd	Open	14	483.00
			floor and add drapery pockets Extra Work Order			
	CO-18303	APR-12-17	Plan Grid Issue #243 Replace insulation and re- hang drywall that was removed due to valve	Open	14	654.00
			changes in 221B			
	CO-18307	APR-12-17	Plan Grid Issue #291 Widen Ballroom 4 Soffit	Open	14	768.00
	CO-18308	APR-12-17	Plan Grid Issue #290 Install Fire Rated Box Out for pipes out of plane of wall in Chute 228	Open	14	1,128.00
	CO-18309	APR-12-17	Plan Grid Issue #297 Install metal stud wall fur out at electrical box in vestibule 225V	Open	14	396.00
	CO-18315	APR-19-17	Large Corridor Revisions Due to Boiler Roofing Changes After Approved Submittals	Open	7	18,499.00
	CO-18316	APR-19-17	SI 39 - Private Dining Revisions	Open	7	884.00
	CO-18317	APR-19-17	SI 39 - Concierge Desk	Open	7	4,394.00
	CO-18318	APR-19-17	SI 39 - Patisserie Wall Changes	Open	7	2,934.00
	CO-18319	APR-19-17	SI 39 - Boardroom 211 and Vest 209 Changes	Open	7	1,838.00
	CO-18320	APR-19-17	SI 39 - Spa Wall Changes	Open	7	3,043.00

Contract Status Summary	
Original Contract	3,481,899.00
Approved COs	489,098.76
Current Contract	3,990,997.00
Pending	113,078.00
Open	748,594.00
Void	0.00

Run on:	April 27, 2017 8:59 AM	
		Open Issues and Changes in Scope Not Listed Above:
		Installation of plaster ceiling tiles per ID 502 and 504. Cost yet to be determined and Precision
		Walls and Balfour Beatty agreed to split this cost.
		Added parapet framing at elevators 1-4 at roof level.
		Supplemental Instruction 40
		Supplemental Instruction 41
		Supplemental Instruction 42
		Supplemental Instruction 43
		Issues with all stairwell openings and steel stairs being out of square

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000
Date Prepared:	4/17/2017
PRIME SUB'S NAME	Precision Walls Inc.
Attachment for Pay Req #:	11
for Month Ending:	4/30/2017

A	B	C	D	E	F	G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)		Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: *(as need on releases)*	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
CA Construction 6425 Dupont Dr Apt 25 Charlotte, NC 28217	NO	NO	N/A		YES	NO	$6,928.60	1/11/2016	4/20/2016	PARTIAL	FINAL	
Acoustl Eng Co of Florida 2011 Cross Beam Dr Charlotte, NC 28217	No	NO	N/A		YES	NO	$26,822.70	1/23/2017	✓ 2/6/2017	PARTIAL	FINAL	
Truss Link, Inc 260 Gallantry Dr Irmo SC 29063	No	Yes	8/11/2015		YES	NO	$129,825.17	2/27/2017	✓ 3/13/2017	PARTIAL	FINAL	
Ram Tool PO Box 743487, Atlanta, GA 30374 205-413-8716	NO	NO	N/A		YES	NO	$3,003.28	3/23/2017	✓ 4/11/2017	PARTIAL	FINAL	
CK Supply, PO Box 415421, Boston, MA 02241 843-747-5842	NO	NO	N/A		YES	NO	$423,762.91	3/4/2017	~~4/17/2017~~ 21281N	PARTIAL	FINAL	need waiver through 3/31/17
New Hope Drywall LLC 715 Cragwood PL Charlotte, NC 28217	NO	NO	N/A		YES	NO	$181,540.89	4/3/2017	✓ 4/10/2017	PARTIAL	FINAL	
AGS 1 LLC 308 Raymond Drive Ladson, SC 29456	NO	NO	N/A		YES	NO	$49,937.78	1/27/2017	✓ 2/7/2017	PARTIAL	FINAL	
Hidalgo Drywall 2433 Bengal Road N. Charleston, SC 29406	YES	NO	N/A		YES	NO	$28,901.70	4/10/2017	✓ 4/10/2017	PARTIAL	FINAL	
Kenseal Construction Products PO Box 415199 Boston, MA	No	NO	N/A		YES	NO	$13,625.42	3/30/2017	✓ 3/31/2017	PARTIAL	FINAL	
G & Z Drywall LLP 105 Dew Avenue Goose Creek, SC 29445	No	NO	N/A		YES	NO	$22,966.34	4/10/2017	✓ 4/10/2017	PARTIAL	FINAL	

R - 20392

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty Construction

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned, Hidalgo Drywall LLC (Subcontractor/Vendor) (Name of Vendor), pursuant to a contract or agreement with: Balfour Beatty Construction, LLC ("BBC"), a subcontractor to BBC or a Precision Walls Inc. (Name of Subcontractor) sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as: Hotel at Marion Square (Name or Description of Project) ("Project") which is located at 404 King Street, Charleston, SC 29403 (Street Address) in the City of Charleston, and County of Charleston, and is owned by Library Associates, LLC. (Name of Owner) ("Owner").

Subcontractor has been paid and received payment of $ 28,916.70 (Amount to be paid to Vendor) the sufficiency of which is hereby acknowledged and confessed, and as such Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and bonds or bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through 4/10/17 (Insert date through which release is given) (the "Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact cost and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

None

(Describe here or set out in an Attachment "A" which must be identified here and attached, all extras not included in the Release. Failure to describe any extras as excluded shall be a waiver and release of any right to payment for such work.)

Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subcontractor further affirms, represents and warrants that, except as noted above: (1) Subcontractor has no lien or claim of lien, either actual or or claim of lien, either actual or potential, bond right or claim, or contractual right or claim for payment with respect to any Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date; and, (2) all persons and entities that have performed or rendered labor or services, or supplied materials, equipment, furniture and furnishings, to Subcontractor in connection with the Work have been paid in full all undisputed amounts, and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

NOTICE: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.

Subcontractor acknowledges, affirms, represents and warrants that it has fully reviewed the terms and conditions of this waiver, that it is fully informed with respect to the legal effect of this waiver, and that it accepts the terms and conditions of waiver in return for the payment recited above.

Given under hand and seal this 17 day of April 20 17.

(Name of Vendor)

signature

By: (Print or Type the Signers Name and Title)

STATE OF SC

COUNTY OF Charleston

The foregoing instrument was signed, sealed and acknowledged before me this 17 day of April 20 17, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: Notary Public

My Commission expires: 8-14-2024

BRENDA MAE BROWN NOTARY PUBLIC SOUTH CAROLINA

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty Construction

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned, Ram Tool & Supply (Name of Vendor)

, pursuant to a contract or agreement with:

Balfour Beatty Construction, LLC ("BBC"),

Precision Walls Inc. a subcontractor to BBC or a
(Name of Subcontractor)

sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as:

Hotel at Marion Square ("Project")
(Name or Description of Project)

which is located at 404 King Street. Charleston, SC 29403
Street Address

in the City of Charleston, and County of Charleston, and is owned by

Library Associates, LLC. ("Owner").
(Name of Owner)

Subcontractor has been paid and received payment of $ 3003.28 the sufficiency of which is hereby acknowledged and confessed,
(Amount to be paid to Vendor)

and as such Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and bonds or bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through 4/11/17
(Insert date through which release is given)

(the "Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact cost and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

None
(Describe here or set out in an Attachment "A" which must be identified here and attached, all extra's not included in the Release. Failure to describe any extras as excluded shall be a waiver and release of any right to payment for such work.)

Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subcontractor further affirms, represents and warrants that, except as noted above: (1) Subcontractor has no lien or claim of lien, either actual or or claim of lien, either actual or potential, bond right or claim, or contractual right or claim for payment with respect to any Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date; and, (2) all persons and entities that have performed or rendered labor or services, or supplied or furnished materials, equipment, furniture and furnishings, to Subcontractor in connection with the Work have been paid in full all undisputed amounts, and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

NOTICE: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.

Subcontractor acknowledges, affirms, represents and warrants that it has fully reviewed the terms and conditions of this waiver, that it is fully informed with respect to the legal effect of this waiver, and that it accepts the terms and conditions of waiver in return for the payment recited above.

Given under hand and seal this 11 day of April 20 17.

Ram Tool & Supply
(Name of Vendor)

Glendalyn Anderson
(Signature)

By: Glendalyn Anderson
(Print or Type the Signer's Name and Title)

STATE OF Al

COUNTY OF Jefferson

The foregoing instrument was signed, sealed and acknowledged before me this 11 day of April 20 17, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: Daphne D. McKinnon
Notary Public

My Commission expires: 9-16-2020

DAPHNE D. MCKINNON
MY COMMISSION EXPIRES
SEPTEMBER 16, 2020
NOTARY PUBLIC
STATE OF ALABAMA

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty Construction

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned, Kenaidi Construction Products (Subcontractor/Vendor) (Name of Vendor), pursuant to a contract or agreement with: Balfour Beatty Construction, LLC ("BBC"), a subcontractor to BBC or a Precision Walls Inc. (Name of Subcontractor) sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as: Hotel at Marion Square ("Project") (Name or Description of Project) which is located at 404 King Street, Charleston, SC 29403 (Street Address) in the City of Charleston, and County of Charleston, and is owned by Library Associates, LLC ("Owner"). (Name of Owner)

Subcontractor has been paid and received payment of $ [illegible] (Amount to be paid to Vendor) the sufficiency of which is hereby acknowledged and confessed, and as such Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and bonds or bond rights for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through [illegible] (Insert date through which release is given) (the "Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact cost and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

None (Describe here or set out in an Attachment "A" which must be identified here and attached, all items not included in the Release. Failure to describe any matters as excluded shall be a waiver and release of any right to payment for such work.)

Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subcontractor further affirms, represents and warrants that, except as noted above: (1) Subcontractor has no lien or claim of lien, either actual or claim of lien, either actual or potential, bond right or claim, or contractual right or claim for payment with respect to any Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date; and, (2) all persons and entities that have performed or rendered labor or services, or supplied or furnished materials, equipment, furniture and furnishings, to Subcontractor in connection with the Work have been paid in full all undisputed amounts, and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

NOTICE: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.

Subcontractor acknowledges, affirms, represents and warrants that it has fully reviewed the terms and conditions of this waiver, that it is fully informed with respect to the legal effect of this waiver, and that it accepts the terms and conditions of waiver in return for the payment recited above.

Given under hand and seal this 11th day of April 20 17.

Kenaidi Construction Products (Name of Vendor)

By: [illegible] (Signature) Alex Rediger, Credit manager (Print or Type the Signers Name and Title)

STATE OF Maryland

COUNTY OF Harford

The foregoing instrument was signed, sealed and acknowledged before me this 11th day of April 20 17, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: Brandi Virella Cabrera (Notary Public)

My Commission expires: 4-28-2018

BRANDI VIRELLA-CABRERA NOTARY PUBLIC EXP. 4-28-2018 HARFORD COUNTY, MARYLAND

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty Construction

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned, A & Z Drywall (Name of Vendor)

, pursuant to a contract or agreement with:

Balfour Beatty Construction, LLC ("BBC"),

Precision Walls Inc. a subcontractor to BBC or a
(Name of Subcontractor)

sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as:

Hotel at Marion Square ("Project")
(Name or Description of Project)

which is located at 404 King Street. Charleston, SC 29403
Street Address

in the City of Charleston, and County of Charleston, and is owned by

Library Associates, LLC. ("Owner").
(Name of Owner)

Subcontractor has been paid and received payment of $ 22,986.34 the sufficiency of which is hereby acknowledged and contessed,
(Amount to be paid to Vendor)

and as such Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and bonds or bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through 4-10-17
(Insert date through which release is given)

(the "Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact cost and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

None
(Describe here or set out in an Attachment "A" which must be identified here and attached, all extras not included in the Release. Failure to describe any extras as excluded shall be a waiver and release of any right to payment for such work.)

Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subcontractor further affirms, represents and warrants that, except as noted above: (1) Subcontractor has no lien or claim of lien, either actual or or claim of lien, either actual or potential, bond right or claim, or contractual right or claim for payment with respect to any Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date; and, (2) all persons and entities that have performed or rendered labor or services, or supplied furnished materials, equipment, furniture and furnishings, to Subcontractor in connection with the Work have been paid in full all undisputed amounts, and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

NOTICE: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.

Subcontractor acknowledges, affirms, represents and warrants that it has fully reviewed the terms and conditions of this waiver, that it is fully informed with respect to the legal effect of this waiver, and that it accepts the terms and conditions of waiver in return for the payment recited above.

Given under hand and seal this _____ day of _____ 20 _____.

Angel Garcia Cano
(Name of Vendor)

signature

By: _____
(Print or Type the Signers Name and Title)

STATE OF South Carolina

COUNTY OF Charleston

The foregoing instrument was signed, sealed and acknowledged before me this 13th day of April 20 17, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: _____
Notary Public

My Commission expires: Hazel Malnack

NOTARY PUBLIC SOUTH CAROLINA HAZEL

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Exhibit D2

Balfour Beatty Construction

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned, C K Supply (Subcontractor/Vendor) (Name of Vendor), pursuant to a contract or agreement with: Balfour Beatty Construction, LLC ("BBC"), a subcontractor to BBC or a Precision Walls Inc. (Name of Subcontractor) sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as: Hotel at Marion Square (Name or Description of Project) ("Project") which is located at 404 King Street, Charleston, SC 29403 (Street Address) in the City of Charleston, and County of Charleston, and is owned by Library Associates, LLC. (Name of Owner) ("Owner").

Subcontractor has been paid and received payment of $ 423,782.91 (Amount to be paid to Vendor) the sufficiency of which is hereby acknowledged and confessed, and as such Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and bonds or bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through 2-28-17 (Insert date through which release is given) (the "Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact cost and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

None

(Describe here or set out in an Attachment "A" which must be identified here and attached, all extras not included in the Release. Failure to describe any extras as excluded shall be a waiver and release of any right to payment for such work.)

Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subcontractor further affirms, represents and warrants that, except as noted above: (1) Subcontractor has no lien or claim of lien, either actual or or claim of lien, either actual or potential, bond right or claim, or contractual right or claim for payment with respect to any Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date; and, (2) all persons and entities that have performed or rendered labor or services, or supplied or furnished materials, equipment, furniture and furnishings, to Subcontractor in connection with the Work have been paid in full all undisputed amounts, and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

NOTICE: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.

Subcontractor acknowledges, affirms, represents and warrants that it has fully reviewed the terms and conditions of this waiver, that it is fully informed with respect to the legal effect of this waiver, and that it accepts the terms and conditions of waiver in return for the payment recited above.

Given under hand and seal this 17th day of April 20 17.

C K Supply
(Name of Vendor)

By: Liam Tripp - Collections Associate
(Signature)
(Print or Type the Signers Name and Title)

STATE OF IL

COUNTY OF Cook

The foregoing instrument was signed, sealed and acknowledged before me this 17th day of April 20 17, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: [signature] (Notary Public)

My Commission expires: 3-24-19

OFFICIAL SEAL
CARLA TARANTINO
Notary Public - State of Illinois
My Commission Expires Mar 24, 2019

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned, (Subcontractor/Vendor) New Hope Drywall (Legal Status of Vendor), pursuant to a contract or agreement with: Balfour Beatty Construction, LLC ("BBC"), a subcontractor to BBC or a sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for Precision Walls Inc. (Name of Subcontractor), the construction of certain improvements on the work of improvement commonly known as: Hotel at Marion Square (Name or Description of Project) ("Project"), which is located at 484 King Street, Charleston, SC 29403 (Street Address), in the City of Charleston, and County of Charleston, and is owned by Library Associates, LLC. (Name of Owner) ("Owner").

Subcontractor has been paid and received payment of $ 181,345.51 (Amount to be paid to Vendor) the sufficiency of which is hereby acknowledged and confessed, and as such Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and bonds or bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through 4-10-17 (Insert date through which release is given) (the "Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact cost and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below.

None
(Describe here or set out in an Attachment "A" which must be identified here and attached, all extras not included in the Release. Failure to describe any extras as excluded shall be a waiver and release of any right to payment for such work.)

Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subcontractor further affirms, represents and warrants that, except as noted above: (1) Subcontractor has no lien or claim of lien, either actual or or claim of lien, other actual or potential, bond right or claim, or contractual right or claim for payment with respect to any Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date; and, (2) all persons and entities that have performed or rendered labor or services, or supplied or furnished materials, equipment, furniture and furnishings, to Subcontractor in connection with the Work have been paid in full all undisputed amounts, and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

NOTICE: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.

Subcontractor acknowledges, affirms, represents and warrants that it has fully reviewed the terms and conditions of this waiver, that it is fully informed with respect to the legal effect of this waiver, and that it accepts the terms and conditions of waiver in return for the payment recited above.

Given under hand and seal this 17 day of April 20 17.

X Edwin Villanueva
(Name of Vendor)

By: Edwin Villanueva Owner
(Print or Type the Signers Name and Title)

STATE OF SC

COUNTY OF Charleston

The foregoing instrument was signed, sealed and acknowledged before me this 17 day of April 20 17, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: Brenda Mae Brown
Notary Public

My Commission expires: 5-14-2024

BRENDA MAE BROWN NOTARY PUBLIC SC

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Exhibit 02

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned, Acousti Engineering Company (Name of Vendor)

pursuant to a contract or agreement with:

Balfour Beatty Construction, LLC (Name of Contractor) ("Contractor"),

Precision Walls Inc. (Name of Subcontractor) a subcontractor to Contractor or a

subcontractor to another Subcontractor, agreed to furnish labor, services, materials or equipment for the construction and/or improvement of the work, improvement or property known as

Hotel at Marion Square (Name or Description of Project) ("Project"),

which is located at 404 King Street Charleston, SC 29403 (Street Address)

in the City of Charleston, County of Charleston, and is owned by

Library Associates, LLC (Name of Owner) ("Owner").

Subcontractor has been paid and received payment of $ 26,822.70 (Amount to be paid to Vendor) the sufficiency of which is hereby acknowledged and confessed, and as such Subcontractor hereby: (1) waives, relinquishes and releases any and all liens, claims, stop notice rights, bond rights, labor or work performed, rendered, applied or furnished by Subcontractor for or with respect to the Project through 2-10-2017 (Date of last furnishing for which release is given) (the "Release Period"); and, (2) waives, relinquishes and releases any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including all claims for extra or additional payments and overhead, for project impact cost and the like, as well as claims and demands arising from any contested or disputed matters or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

Nil (Identify here any matters in dispute. If "Subcontractor has filed and served a Notice of Dispute" is checked, please identify the Notice of Dispute by date served and the name of the party served. If "Other" is checked, please identify the matters in dispute.)

Subcontractor hereby acknowledges payment in full of all amounts provided by the Subcontract for the Work. Subcontractor further affirms, represents and warrants that, except as noted above, (1) Subcontractor has not filed or caused to be filed any lien, either actual or claim of lien, either actual or potential bond right claim, account, stop right or other claim for payment with respect to any Work performed, delivered, supplied or furnished by Subcontractor prior to the Release Date; and, (2) all persons and entities that have performed or furnished labor, services, or supplied or furnished materials, equipment, furniture and furnishings to Subcontractor in connection with the work have been paid in full and all bonded amounts, and Subcontractor has no knowledge of the filing of any lien, claim or stop, bond claim or contractual dispute pertaining to the Project, with respect to the Project.

NOTICE: This document waives rights and liabilities that you may have been paid for. Do not sign it unless you have received payment in full for the amount stated in this document. Do not sign it if you have not been paid. If you have not been paid, use a conditional release form.

Subcontractor acknowledges, affirms, represents and warrants that it has fully reviewed the terms and conditions of this waiver that it is fully informed with respect to the legal effect of this waiver, and that it accepts the terms and conditions of waiver in return for the payment stated herein.

Given under hand and seal this 10 day of February 20 17

Acousti Engineering Company (Name of Vendor)

By: H. Evan Wenig, II (Printed Name of the Signatory and Title) Branch Manager

State of North Carolina

County of Mecklenburg

The foregoing instrument was signed, sealed and acknowledged before me this 10 day of February 20 17, by the aforesaid representative, having been duly sworn and stating that before me they executed and signed this Affidavit and that the foregoing statements are true.

Signed: Shawn M. Kurz (Notary Public)

My Commission expires: April 26 2017

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty Construction

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned, AGS 1 LLC (Name of Vendor), pursuant to a contract or agreement with: Balfour Beatty Construction, LLC ("BBC"), Precision Walls Inc. (Name of Subcontractor) a subcontractor to BBC or a sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as: Hotel at Marion Square (Name or Description of Project) ("Project") which is located at 404 King Street, Charleston, SC 29403 (Street Address) in the City of Charleston, and County of Charleston, and is owned by Library Associates, LLC. (Name of Owner) ("Owner").

Subcontractor has been paid and received payment of $ 49,931.78 (Amount to be paid to Vendor) the sufficiency of which is hereby acknowledged and confessed, and as such Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and bonds or bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through 2-07-17 (Insert date through which release is given) (the "Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact cost and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

None

(Describe here or set out in an Attachment "A" which must be identified here and attached, all extras not included in the Release. Failure to describe any extras as excluded shall be a waiver and release of any right to payment for such work.)

Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subcontractor further affirms, represents and warrants that, except as noted above: (1) Subcontractor has no lien or claim of lien, either actual or or claim of lien, either actual or potential, bond right or claim, or contractual right or claim for payment with respect to any Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date; and, (2) all persons and entities that have performed or rendered labor or services, or supplied or furnished materials, equipment, furniture and furnishings, to Subcontractor in connection with the Work have been paid in full all undisputed amounts, and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

NOTICE: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.

Subcontractor acknowledges, affirms, represents and warrants that it has fully reviewed the terms and conditions of this waiver, that it is fully informed with respect to the legal effect of this waiver, and that it accepts the terms and conditions of waiver in return for the payment recited above.

Given under hand and seal this 7 day of Feb 20 17.

AGS 1 LLC
(Name of Vendor)

By: Mariela Martinez Mesa
(Signature)
(Print or Type the Signers Name and Title)

STATE OF SC.
COUNTY OF Charleston

The foregoing instrument was signed, sealed and acknowledged before me this 7 day of Feb 20 17, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: Brenda Mae Brown
Notary Public

My Commission expires: 5-19-2021

BRENDA MAE BROWN NOTARY PUBLIC SOUTH CAROLINA

Application for Payment Documentation	✓
Request for Payment / Payment Application standard BBC form - all subcontractors must use	✓
Schedule of Values (SOV) - matches AIA G703	✓
Conditional Waiver and Release on Progress Payment	✓
Subguard Sub Tier / Supplier Releases - form submitted by subcontractor that tells us who needs to be joint checked	✓
Subcontractor Supplier Invoices - back up for joint checks, if applicable	—
Subcontractor Joint Checks List - internal form used when joint checks are required	—
Approved certificate of insurance through the payment requisition date	—
Stored materials back up documentation, if applicable	—
Owner Waiver	✓
If applicable subcontractor change request log (for purposes of verifying with the project cost event logs)	—

R - 20401

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request # 2
Work Performed Through: 04/30/17

Subcontractor's Name: Precision Walls
Subcontractor's Address: 7317 Peppermill Pkwy
N Charleston SC 29418

Phone Number: -
Fax Number:

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 04/18/17
Owner: Library Associates, LLC

Description of Work: MF

Original Contract Amount	$83,437.00	
Change Order Total	$0.00	
Through C/O #: 0		
Total Revised Contract	$83,437.00	
Previous Work Performed to Date(SSR)	$5,000.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$15,875.00	
New Work Performed to Date	$20,875.00	
Less 10 % Retainage	$2,087.50	
Amount Earned to Date	$18,787.50	
Less Previous Net Billings	$4,500.00	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$14,287.50	

Subcontract [X] Purchase Order [ ]
Other Contract Type:
Unit Price [ ] Lump Sum [X]
Bonded [ ] Unbonded [X]
Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	FINALED	
Insurance Expiration Date	03/01/18	
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site	Y [ ]	N [X]
If yes, attach stored materials checklist		
Final Payment	Y [ ]	N [X]
If yes, see attached checklist		

Owner Billing Number: 13
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select # / Batch #:

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	762107	13026400	541629
Date	Invoice #	Description		
04/30/17	13026400 - 02	13026400 . PE# 02 . 17.04		
Gross Amount		Retainage Amt	Net Amount	
$15,875.00		$793.75	$14,287.50	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO		400.50925200.40		NO

Hall Codes: 02- OWNER FUNDING

PM App

Approvals:
PM / Date
CA 04/18/17
PA / Date
APA / Date

R - 20402

PAYMENT APPLICATION

TO: Balfour Beatty Construction
406 S Mcdowell Street
Suite 200
Raleigh, NC 27601

FROM: Precision Walls Inc.
1230 NE Maynard Rd
Cary, NC 27513-4174

PROJECT NAME AND LOCATION: 15-0280
Hotel @ Marion Square Op Wall
Hotel @ Marion Square Op Wall
404 King Street
Charleston, SC 29403

ARCHITECT:

APPLICATION # 2
PERIOD THRU 31-MAR-17
PROJECT #'S 013
PO #:
DATE OF CONTRACT: 02-JUL-15

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [x] CONTRACTOR

CONTRACTORS' SUMMARY OF WORK

Application is made for payment as shown below
Continuation Page is attached.

1. CONTRACT AMOUNT		$83,437.00
2. SUM OF ALL CHANGE ORDERS		$0.00
3. CURRENT CONTRACT AMOUNT	(Line 1 +/- 2)	$83,437.00
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)		$20,875.00
5. RETAINAGE:		
a. % of Completed Work (Column D + E on Continuation Page)	$2,087.50	
b % of Material Stored (Column F on Continuation Page)	$0.00	
Total Retainage (Line 5a + 5b or Column I on Continuation Page)		$2,087.50
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)		$18,787.50
7. LESS PREVIOUS APPLICATIONS		$4,500.00
8. PAYMENT DUE		$14,287.50
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	$64,649.50	

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months	$0.00	$0.00
Total approved this month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES	$0.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labour, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Precision Walls Inc

By: _____ Date: 4/12/17

State of NC

County of: Wake

Subscribed and sworn to before me this 12th day of April

Notary Public: Kristen Stoyka

My Commission Expires: 4-12-21

KRISTEN STOYKA NOTARY PUBLIC WAKE COUNTY, NC APRIL 12 2021

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefore, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT .....

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT:

By: _____ Date _____

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

R - 20403

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Precision Walls Inc.

CONTINUATION PAGE

PROJECT: 15-0280
Hotel @ Marion Square Op Wall

APPLICATION #: 2
DATE OF APPLICATION: 14-MAR-17
PERIOD THRU: 31-MAR-17
PROJECT #'S: 013

Payment Application containing Contractor's signature is attached.

A	A1	B			C	D	E	F	G		H	I
ITEM #	CODE	WORK DESCRIPTION	GC Ref#	RCO#	SCHEDULED AMOUNT	COMPLETED WORK: AMOUNT PREVIOUS PERIODS	COMPLETED WORK: AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C - G)	RETAINAGE (If Variable)
		ORIGINAL CONTRACT										
1		Submittals			500.00	500.00	0.00		500.00	100%	0.00	50.00
2		Close-Out			500.00	0.00	0.00		0.00	0%	500.00	
3		Clean-Up			500.00	0.00	0.00		0.00	0%	500.00	
4		Punchlist			1,670.00	0.00	0.00		0.00	0%	1,670.00	
5		Track Material			20,375.00	4,500.00	15,875.00		20,375.00	100%	0.00	2,037.50
6		Track Labor			2,764.00	0.00	0.00		0.00	0%	2,764.00	
7		Operable Partition Material			51,598.00	0.00	0.00		0.00	0%	51,598.00	
8		Operable Partition Labor			5,530.00	0.00	0.00		0.00	0%	5,530.00	
		Group Sub Total			83,437.00	5,000.00	15,875.00		20,875.00	25%	62,562.00	2,087.50
		SUB TOTAL			83,437.00	5,000.00	15,875.00		20,875.00	25%	62,562.00	2,087.50
		FINAL TOTAL			$83,437.00	$5,000.00	$15,875.00		$20,875.00	25%	$62,562.00	$2,087.50

R - 20404

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

TIER RELEASE SCHEDULE & OCIP CONFIRMATION LOG

Job Name	Hotel @ Market Square - Operable Wall
Job #	
Date Prepared	3/13/2017
PRIME SUB'S NAME	Precision Wall
Attachment for Pay Req #	7
for Month Ending	3/25/2017

Do not process for 50 000

A Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. Use Address & Phone Number	B Indicate if tier is based on county of Project	C Notice to Owner Filed?(Y/N) (Yes/No)	D Date NTO Filed:	E Bonded Sub? (Yes/No)	F Has Tier Sub enrolled in OCIP? (Yes/No)	G Has tier billed for work to date? (Yes/No)	H Cumulative dollar amount tier billed for work/materials to date:	I Tier's most recent invoice is dated through	J Tier's most recent release is dated through (as noted on releases)	K Tier's most recent release is PARTIAL or FINAL? Select One	L Comments
Precision Wall	NO	N/A	N/A		YES NO	YES NO	$1,333.33	2/28/2017	3/31/17	PARTIAL FINAL	
					YES NO	YES NO				PARTIAL FINAL	
					YES NO	YES NO				PARTIAL FINAL	
					YES NO	YES NO				PARTIAL FINAL	
					YES NO	YES NO				PARTIAL FINAL	
					YES NO	YES NO				PARTIAL FINAL	
					YES NO	YES NO				PARTIAL FINAL	
					YES NO	YES NO				PARTIAL FINAL	
					YES NO	YES NO				PARTIAL FINAL	
					YES NO	YES NO				PARTIAL FINAL	
					YES NO	YES NO				PARTIAL FINAL	
					YES NO	YES NO				PARTIAL FINAL	
					YES NO	YES NO				PARTIAL FINAL	
					YES NO	YES NO				PARTIAL FINAL	
					YES NO	YES NO				PARTIAL FINAL	
					YES NO	YES NO				PARTIAL FINAL	
					YES NO	YES NO				PARTIAL FINAL	
					YES NO	YES NO				PARTIAL FINAL	
					YES NO	YES NO				PARTIAL FINAL	
					YES NO	YES NO				PARTIAL FINAL	

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty Construction

Exhibit F1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned, Precision Walls, Inc. (Name of Subcontractor/Vendor)

("Subcontractor"), pursuant to a contract or agreement with:

Balfour Beatty Construction, LLC ("BBC"), a subcontractor to BBC or a sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as:

Hotel at Marion Square ("Project") (Name or Description of Project)

which is located at 404 King Street, Charleston, SC 29403 (Street Address)

in the City of Charleston, and County of Charleston, and is owned by Library Associates, LLC. ("Owner"). (Name of Owner)

Upon receipt by Subcontractor of a check in the sum of $ 14,287.50 (Amount to be paid to Subcontractor/Vendor) the sufficiency of which is hereby acknowledged and confessed, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective pursuant to which the Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and all bonds and bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through: 4/30/2017 (Insert date through which release is given) (the "Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact costs and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

None

(Describe here or set out in an Attachment "A" which must be identified here and attached, all extras not included in the Release. Failure to describe any extras as excluded shall be a waiver and release of any right to payment for such work.)

Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subcontractor further affirms, represents and warrants that, except as noted above: (1) Subcontractor has no lien or claim of lien, either actual or potential, bond right or claim, contractual right or claim for payment with respect to any Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date; and, (2) all persons and entities that have performed or rendered labor or services, or supplied or furnished materials, equipment, furniture and furnishings, to Subcontractor in connection with the Work have been paid in full, or upon receipt of the payment described above will be paid in full, all undisputed amounts, and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

Subcontractor acknowledges, affirms, represents and warrants that it has fully reviewed the terms and conditions of this waiver, that it is fully informed with respect to the legal effect of this waiver, and that it accepts the terms and conditions of waiver in return for the payment recited above.

Given under hand and seal this 12th day of April 20 17.

Precision Walls, Inc. (Name of Subcontractor/Vendor)

signature

By: Stephen Dasa, Vice President (Print or Type the Signers Name and Title)

STATE OF NC

COUNTY OF Wake

The foregoing instrument was signed, sealed and acknowledged before me this 12th day of April 20 17, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true

Signed: Kristen Stojka
Notary Public

My Commission expires. 4/2/21

KRISTEN STOJKA NOTARY PUBLIC WAKE COUNTY NC APRIL 12 20 21

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That Precision Walls, Inc. (the "Lienor") for and in consideration of the payment of the sum of $ 14,287.50 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

_____

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 12th day of April, 2017, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 12th day of April, 2017.

Signed, sealed and delivered
in the presence of:

Kristen Stajka
Signature
Kristen Stajka
Print Name

Precision Walls, Inc.
a S corporation

Signature
Stephen Dosa, V. P.
Print Name & Title

STATE OF NC

COUNTY OF Wake

The foregoing instrument was acknowledged before me this 12th day of April, 2017, by Stephen Dosa, Vice President of Precision Walls, Inc., a S corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

KRISTEN J. KA... NOTARY PUBLIC WAKE COUNTY, NC APRIL 12 2021

Kristen Stajka
NOTARY PUBLIC, STATE OF NC

My Commission Expires: 4-12-21

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty Construction

Exhibit FZ

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned, Modernfold (Name of Vendor), pursuant to a contract or agreement with: Balfour Beatty Construction, LLC ("BBC"), a subcontractor to BBC or a Precision Walls, Inc. (Name of Subcontractor) sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as: Hotel at Marion Square (Name or Description of Project) ("Project") which is located at 404 King Street, Charleston, SC 29403 (Street Address) in the City of Charleston, and County of Charleston, and is owned by Library Associates, LLC. (Name of Owner) ("Owner").

Subcontractor has been paid and received payment of $ 51,338.19 (Amount to be paid to Vendor) the sufficiency of which is hereby acknowledged and confessed, and as such Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and bonds or bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through 3/31/2017 (Insert date through which release is given) (the "Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact cost and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

None

(Describe here or set out in an Attachment "A" which must be identified here and attached, all extras not included in the Release. Failure to describe any extras as excluded shall be a waiver and release of any right to payment for such work.)

Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subcontractor further affirms, represents and warrants that, except as noted above: (1) Subcontractor has no lien or claim of lien, either actual or claim of lien, either actual or potential, bond right or claim, or contractual right or claim for payment with respect to any Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date; and, (2) all persons and entities that have performed or rendered labor or services, or supplied or furnished materials, equipment, furniture and furnishings, to Subcontractor in connection with the Work have been paid in full all undisputed amounts, and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

NOTICE: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.

Subcontractor acknowledges, affirms, represents and warrants that it has fully reviewed the terms and conditions of this waiver, that it is fully informed with respect to the legal effect of this waiver, and that it accepts the terms and conditions of waiver in return for the payment recited above.

Given under hand and seal this 12 day of April 20 17.

Modernfold (Name of Vendor)

By: Lindsey Barker (Signature)

Lindsey Barker, Financial Analyst (Print or Type the Name and Title)

STATE OF INDIANA

COUNTY OF Hancock

The foregoing instrument was signed, sealed and acknowledged before me this 12 day of April 20 17, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: Sandra L Roseman (Notary Public)

My Commission expires:

SANDRA L. ROSEMAN
Notary Public, State of Indiana
Henry County
My Commission Expires
November 15, 2022

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request # 5
Work Performed Through 04/30/17

Subcontractor's Name: Otis Elevator Company
Subcontractor's Address: PO Box 73579
Chicago IL 601673-7579

Phone Number: 757-470-1010 BEN
Fax Number:

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 05/01/17
Owner: Library Associates, LLC

Description of Work: Elevators

Original Contract Amount	$1,476,919.00	
Change Order Total (Through C/O #: 0)	$0.00	
Total Revised Contract	$1,476,919.00	
Previous Work Performed to Date(SSR)	$773,772.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$52,916.00	
New Work Performed to Date	$826,688.00	
Less 10 % Retainage	$82,668.80	
Amount Earned to Date	$744,019.20	
Less Previous Net Billings	$696,394.80	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$47,624.40	

Subcontract [X] Purchase Order [ ]
Other Contract Type:
Unit Price [ ] Lump Sum [X]
Bonded [ ] Unbonded [X]
Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	FINALED	
Insurance Expiration Date	04/01/18	
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site	Y [ ]	N [X]
If yes, attach stored materials checklist		
Final Payment	Y [ ]	N [X]
If yes, see attached checklist		

Owner Billing Number: 12
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #:

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	2400602	13026400	541136

Date	Invoice #	Description
04/30/17	13026400 - 05	13026400 . PE# 05 . 17.04

Gross Amount	Retainage Amt	Net Amount
$52,916.00	$2,645.60	$47,624.40

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400 51420000 40	NO

Halt Codes: 02- OWNER FUNDING
PM APP

Approvals:
PM / Date
CA 05/01/17
PA / Date
APA / Date

OTIS

One Farm Springs
Farmington, CT 06032

CUSTOMER NBR	DATE	INVOICE NUMBER
715263	4/10/2017	TAF629072029

INVOICE

AMOUNT DUE	
$	47,624.40

Mail payment to:
OTIS ELEVATOR
PO BOX 73579
CHICAGO IL 60673-7579

Detach The Top Portion and Return It With Your Payment. Make Check Payable To:
OTIS ELEVATOR COMPANY

BALFOUR BEATTY CONST
1930 CAMDEN RD
CHARLOTTE NC 28203

For Any Questions Concerning This Invoice,
Contact OTIS At: (843) 529-9503
Or Write: OTIS ELEVATOR COMPANY
2557 OSCAR JOHNSON DR
CHARLESTON SC 29405

This Invoice is Due Upon Presentation.

OTIS

INVOICE

CUSTOMER NBR	DATE	INVOICE NUMBER
715263	4/10/2017	TAF629072029

Building Reference:

HOTEL AT MARION SQUARE
404 KING ST
CHARLESTON SC 29403

CUSTOMER REF. NUMBER: 629072-77

1	ORIGINAL CONTRACT SUM		$	1,476,919.00
2	ALL CONTRACT CHANGES			
	2a. Included Change Orders		$	-
	2b. Detail and Summary Change Orders		$	-
	2c. Extras (X-Order Memos)		$	-
3	CONTRACT SUM TO DATE		$	1,476,919.00
4	DOWNPAYMENTS			
5	AMOUNT SUBJECT TO PROGRESS BILLING		$	1,476,919.00
6	TOTAL COMPLETED AND STORED TO DATE (Column G on G703)		$	826,688.00
7	RETAINAGE			
	7a. 10% of Completed Work (Column D+E on G703)	$ 82,668.80		
	7b. 0% of Stored Material (Colum F on G703)	$ -		
	7c. Fixed Retainage	$ -		
	Total Retainage (Line 7a+7b+7c OR Total in Column I on G703)		$	82,668.80
8	TOTAL EARNED LESS RETAINAGE (Linw 6 Less Line 7 Total)		$	744,019.20
9	CURRENT EXTRAS ON CONTRACT		$	-
10	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 8 + 9 from prior Certificate)		$	696,394.80
11	LESS ADVANCES TO DATE		$	-
12	TAX		$	-
13	CURRENT PAYMENT DUE (Line 8+9-10-11+12)		$	47,624.40
14	BALANCE TO FINISH, PLUS RETAINAGE (Line 5-(8+9))		$	732,899.80

We certify that the goods were produced in compliance with all applicable requirements of sections 6, 7 and 12 of the FAIR LABOR STANDARDS ACT, as amended, and of regulations and orders of the UNITED STATES DEPARTMENT OF LABOR issued under section 14 hereof.

Overdue payments shall bear an interest charge on the overdue amount calculated from the payment due date of the invoice at the rate of one and one half percent (1.5%) per month or the maximum rate allowed by applicable law, whichever is less.

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703 TAF629072029

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certificate is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE: 04/10/17
PERIOD TO: 04/30/17
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	BILL GRP: 1								
	629072								
	SUBMITTALS,LAYOUTS,PROJEC	40966.00	40966.00	0.00	0.00	40966.00	100.00	0.00	4097.00
	DESIGN & ENGINEERING	40966.00	40966.00	0.00	0.00	40966.00	100.00	0.00	4097.00
	MATERIAL PROCURMENT	54621.00	54621.00	0.00	0.00	54621.00	100.00	0.00	5462.00
	FACTORY MATERIALS	68276.00	0.00	0.00	0.00	0.00	0.00	68276.00	
	INSTALLATION LABOR	68276.00	0.00	0.00	0.00	0.00	0.00	68276.00	
	BILL GRP: 1 TOTALS	273105.00	136553.00	0.00	0.00	136553.00	50.00	136552.00	13656.00

BG703001

R - 20411

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703 TAF629072029

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certificate is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE: 04/10/17
PERIOD TO: 04/30/17
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	BILL GRP: 2								
	629073								
	SUBMITTALS,LAYOUTS,PROJEC	38179.00	38179.00	0.00	0.00	38179.00	100.00	0.00	3818.00
	DESIGN & ENGINEEIRNG	38179.00	38179.00	0.00	0.00	38179.00	100.00	0.00	3818.00
	MATERIAL PROCUREMENT	50907.00	50907.00	0.00	0.00	50907.00	100.00	0.00	5091.00
	FACTORY MATERIALS	63632.00	0.00	0.00	0.00	0.00	0.00	63632.00	
	INSTALLATION LABOR	63632.00	0.00	0.00	0.00	0.00	0.00	63632.00	
	BILL GRP: 2 TOTALS	254529.00	127265.00	0.00	0.00	127265.00	50.00	127264.00	12727.00

BG703001

R - 20412

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703 TAF629072029

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certificate is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE: 04/10/17
PERIOD TO: 04/30/17
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	BILL GRP: 3								
	629074								
	SUBMITTALS,LAYOUTS,PROJEC	38087.00	38087.00	0.00	0.00	38087.00	100.00	0.00	3809.00
	DESIGN & ENGINEERING	38087.00	38087.00	0.00	0.00	38087.00	100.00	0.00	3809.00
	MATERIAL PROCUREMENT	50782.00	50782.00	0.00	0.00	50782.00	100.00	0.00	5078.00
	FACTORY MATERIALS	63479.00	0.00	0.00	0.00	0.00	0.00	63479.00	
	INSTALLATION LABOR	63479.00	0.00	0.00	0.00	0.00	0.00	63479.00	
	BILL GRP: 3 TOTALS	253914.00	126956.00	0.00	0.00	126956.00	50.00	126958.00	12696.00

BG703001

R - 20413

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703 TAF629072029

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certificate is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE: 04/10/17
PERIOD TO: 04/30/17
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	BILL GRP: 4								
	629075								
	SUBMITTALS,LAYOUTS,PROJEC	47007.00	47007.00	0.00	0.00	47007.00	100.00	0.00	4701.00
	DESIGN & ENGINEERING	47007.00	47007.00	0.00	0.00	47007.00	100.00	0.00	4701.00
	MATERIAL PROCUREMEMT	62675.00	62675.00	0.00	0.00	62675.00	100.00	0.00	6268.00
	FACTORY MATERIALS	78345.00	0.00	0.00	0.00	0.00	0.00	78345.00	
	INSTALLATION LABOR	78345.00	0.00	0.00	0.00	0.00	0.00	78345.00	
	BILL GRP: 4 TOTALS	313379.00	156689.00	0.00	0.00	156689.00	50.00	156690.00	15670.00

BG703001

R - 20414

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703 TAF629072029

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certificate is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE: 04/10/17
PERIOD TO: 04/30/17
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	BILL GRP: 5								
	629076								
	SUBMITTALS,LAYOUTS,PROJEC	22021.00	22021.00	0.00	0.00	22021.00	100.00	0.00	2202.00
	DESIGN & ENGINEERING	22021.00	22021.00	0.00	0.00	22021.00	100.00	0.00	2202.00
	MATERIAL PROCUREMENT	29363.00	0.00	0.00	0.00	0.00	0.00	29363.00	
	FACTORY MATERIALS	36702.00	0.00	0.00	0.00	0.00	0.00	36702.00	
	INSTALLATION LABOR	36702.00	0.00	0.00	0.00	0.00	0.00	36702.00	
	BILL GRP: 5 TOTALS	146809.00	44042.00	0.00	0.00	44042.00	30.00	102767.00	4404.00

BG703001

R - 20415

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703 TAF629072029

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certificate is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE: 04/10/17
PERIOD TO: 04/30/17
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	BILL GRP: 6								
	629077								
	SUBMITTALS,LAYOUTS,PROJEC	35277.00	35277.00	0.00	0.00	35277.00	100.00	0.00	3528.00
	DESIGN & ENGINEERING	35277.00	35277.00	0.00	0.00	35277.00	100.00	0.00	3528.00
	MATERIAL PROCUREMENT	47037.00	47037.00	0.00	0.00	47037.00	100.00	0.00	4704.00
	FACTORY MATERIALS	58796.00	58796.00	0.00	0.00	58796.00	100.00	0.00	5880.00
	INSTALLATION LABOR	58796.00	5880.00	52916.00	0.00	58796.00	100.00	0.00	5880.00
	BILL GRP: 6 TOTALS	235183.00	182267.00	52916.00	0.00	235183.00	100.00	0.00	23520.00
	GRAND TOTALS	1476919.00	773772.00	52916.00	0.00	826688.00	55.97	650231.00	82673.00

*** THIS IS THE LAST G703 PAGE ***

BG703001

R - 20416

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	1/24/2017

PRIME SUB'S NAME	Otis Elevator Cor
Attachment for Pay Req #:	5
for Month Ending:	4/30/2017

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)		Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: *(as noed on releases)*	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
SAMPLE TIER *123 Example Dr.* *Somewhere, NC 27607* *919-834-1234*	*yes - PIT*	*NO*	*N/A*		*YES*	*NO*	*$12,123.00*	*4/27/2010*	*3/31/2010*	*PARTIAL*	*FINAL*	
none at this time					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

R - 20417

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That _____Otis Elevator Co_____ (the "Lienor") for and in consideration of the payment of the sum of **$47,624.40** and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

_____

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 30th___ day of Sept. , 2016___, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 10th day of _APR.___, 2017__.

Signed, sealed and delivered
in the presence of:

_____
Signature
K.HUNTER
Print Name

Otis Elevator Company_____
a _____ corporation

_____
Signature
K.HUNTER, New Equipment & Mod Biller_____
Print Name & Title

STATE OF _____

COUNTY OF _____

KARA ELAINE JAWORSKI
MY COMMISSION # FF 045758
EXPIRES: November 9, 2020
Bonded Thru Notary Public Underwriters

State of Florida, County of Palm Beach
The foregoing instrument was acknowledged before me this 10 day of APR, 2017 by K. Hunter, Biller, of Alliance Elevator Company, including its affiliated operating units, a Delaware Corporation, on behalf of the corporation. She is personally known to me.
Notary Public

The foregoing instrument was acknowledged before me this_ day of.__, 2017__, by _____, NE/MOD BILLER_____ of OTIS ELEVATOR COMPANY_____, a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

_____
NOTARY PUBLIC, STATE OF _____

My Commission Expires: _____

The undersigned has been granted a specific authority only to waive lien rights for labor performed and material provided in consideration of monies paid and is not authorized to waive any other rights or make any other agreement herein on behalf of Otis Elevator Company and its subsidiaries and affiliated operating units.

Balfour Beatty
Construction

Request for Payment

Pay Request # 6
Work Performed Through: 04/30/17

Subcontractor's Name: Otis Elevator Company
Subcontractor's Address: PO Box 73579
Chicago IL 601673-7579

Phone Number: 757-470-1010 BEN
Fax Number:

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 05/01/17
Owner: Library Associates, LLC

Description of Work: Elevators

Original Contract Amount	$1,476,919.00	
Change Order Total	$0.00	
Through C/O #: 0		
Total Revised Contract	$1,476,919.00	
Previous Work Performed to Date(SSR)	$826,688.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$303,095.00	
New Work Performed to Date	$1,129,783.00	
Less 10 % Retainage	$112,978.30	
Amount Earned to Date	$1,016,804.70	
Less Previous Net Billings	$744,019.20	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$272,785.50	INTERNAL AUDIT!!

Subcontract [X] Purchase Order [ ]
Other Contract Type:
Unit Price [ ] Lump Sum [X]
Bonded [-] Unbonded [X]
Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]

Insurance Status: FINALED
Insurance Expiration Date: 04/01/18

Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site If yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

Owner Billing Number: 12
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #:

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	2400602	13026400	541136

Date	Invoice #	Description
04/30/17	13026400 - 06	13026400 . PE# 06 . 17.04

Gross Amount	Retainage Amt	Net Amount
$303,095.00	$15,154.75	$272,785.50

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400 51420000.40	NO

Hall Codes: 02- OWNER FUNDING
PM APP
Lower Tier Sched/Correct Waiver

Approvals:
PM / Date
CA 05/01/17
PA / Date
APA / Date

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

OTIS

One Farm Springs
Farmington, CT 06032

CUSTOMER NBR	DATE	INVOICE NUMBER
715263	4/25/2017	TAF629072031

INVOICE

AMOUNT DUE
$ 272,789.70

Mail payment to:
OTIS ELEVATOR
PO BOX 73579
CHICAGO IL 60673-7579

Detach The Top Portion and Return It With
Your Payment. Make Check Payable To:
OTIS ELEVATOR COMPANY

BALFOUR BEATTY CONST
1930 CAMDEN RD
CHARLOTTE NC 28203

For Any Questions Concerning This Invoice,
Contact OTIS At: (843) 529-9503
Or Write: OTIS ELEVATOR COMPANY
2557 OSCAR JOHNSON DR
CHARLESTON SC 29405

This Invoice is Due Upon Presentation.

OTIS

INVOICE

CUSTOMER NBR	DATE	INVOICE NUMBER
715263	4/25/2017	TAF629072031

Building Reference:

HOTEL AT MARION SQUARE
404 KING ST
CHARLESTON SC 29403

CUSTOMER REF. NUMBER: 629072-77

1	**ORIGINAL CONTRACT SUM**			$ 1,476,919.00
2	**ALL CONTRACT CHANGES**			
	2a. Included Change Orders			$ -
	2b. Detail and Summary Change Orders			$ -
	2c. Extras (X-Order Memos)			$ -
3	**CONTRACT SUM TO DATE**			$ 1,476,919.00
4	**DOWNPAYMENTS**			
5	**AMOUNT SUBJECT TO PROGRESS BILLING**			$ 1,476,919.00
6	**TOTAL COMPLETED AND STORED TO DATE** (Column G on G703)			$ 1,129,783.00
7	**RETAINAGE**			
	7a. 10% of Completed Work (Column D+E on G703)	$ 112,978.30		
	7b. 0% of Stored Material (Colum F on G703)	$ -		
	7c. Fixed Retainage	$ -		
	Total Retainage (Line 7a+7b+7c OR Total in Column I on G703)			$ 112,978.30
8	**TOTAL EARNED LESS RETAINAGE** (Linw 6 Less Line 7 Total)			$ 1,016,804.70
9	**CURRENT EXTRAS ON CONTRACT**			$ -
10	**LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 8 + 9 from prior Certificate)			$ ~~744,015.00~~ 744,019.20
11	**LESS ADVANCES TO DATE**			$ -
12	**TAX**			$ -
13	**CURRENT PAYMENT DUE** (Line 8+9-10-11+12)			$ 272,789.70 272,785.50
14	**BALANCE TO FINISH, PLUS RETAINAGE** (Line 5-(8+9))			$ 460,114.30

We certify that the goods were produced in compliance with all applicable requirements of sections 6, 7 and 12 of the FAIR LABOR STANDARDS ACT, as amended, and of regulations and orders of the UNITED STATES DEPARTMENT OF LABOR issued under section 14 hereof.

Overdue payments shall bear an interest charge on the overdue amount calculated from the payment due date of the invoice at the rate of one and one half percent (1.5%) per month or the maximum rate allowed by applicable law, whichever is less.

CONTINUATION SHEET

AIA DOCUMENT G703 TAF629072031

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certificate is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE: 04/25/17
PERIOD TO: 04/30/17
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	BILL GRP: 1								
	629072								
	SUBMITTALS,LAYOUTS,PROJEC	40966.00	40966.00	0.00	0.00	40966.00	100.00	0.00	4097.00
	DESIGN & ENGINEERING	40966.00	40966.00	0.00	0.00	40966.00	100.00	0.00	4097.00
	MATERIAL PROCURMENT	54621.00	54621.00	0.00	0.00	54621.00	100.00	0.00	5462.00
	FACTORY MATERIALS	68276.00	0.00	68276.00	0.00	68276.00	100.00	0.00	6828.00
	INSTALLATION LABOR	68276.00	0.00	0.00	0.00	0.00	0.00	68276.00	
	BILL GRP: 1 TOTALS	273105.00	136553.00	68276.00	0.00	204829.00	75.00	68276.00	20484.00

BG703001

R - 20421

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703 TAF629072031

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certificate is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE: 04/25/17
PERIOD TO: 04/30/17
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	BILL GRP: 2								
	629073								
	SUBMITTALS,LAYOUTS,PROJEC	38179.00	38179.00	0.00	0.00	38179.00	100.00	0.00	3818.00
	DESIGN & ENGINEEIRNG	38179.00	38179.00	0.00	0.00	38179.00	100.00	0.00	3818.00
	MATERIAL PROCUREMENT	50907.00	50907.00	0.00	0.00	50907.00	100.00	0.00	5091.00
	FACTORY MATERIALS	63632.00	0.00	63632.00	0.00	63632.00	100.00	0.00	6363.00
	INSTALLATION LABOR	63632.00	0.00	0.00	0.00	0.00	0.00	63632.00	
	BILL GRP: 2 TOTALS	254529.00	127265.00	63632.00	0.00	190897.00	75.00	63632.00	19090.00

BG703001

R - 20422

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703 TAF629072031

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certificate is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE: 04/25/17
PERIOD TO: 04/30/17
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	BILL GRP: 3								
	629074								
	SUBMITTALS,LAYOUTS,PROJEC	38087.00	38087.00	0.00	0.00	38087.00	100.00	0.00	3809.00
	DESIGN & ENGINEERING	38087.00	38087.00	0.00	0.00	38087.00	100.00	0.00	3809.00
	MATERIAL PROCUREMENT	50782.00	50782.00	0.00	0.00	50782.00	100.00	0.00	5078.00
	FACTORY MATERIALS	63479.00	0.00	63479.00	0.00	63479.00	100.00	0.00	6348.00
	INSTALLATION LABOR	63479.00	0.00	0.00	0.00	0.00	0.00	63479.00	
	BILL GRP: 3 TOTALS	253914.00	126956.00	63479.00	0.00	190435.00	75.00	63479.00	19044.00

BG703001

R - 20423

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703 TAF629072031

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certificate is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE: 04/25/17
PERIOD TO: 04/30/17
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	BILL GRP: 4								
	629075								
	SUBMITTALS,LAYOUTS,PROJEC	47007.00	47007.00	0.00	0.00	47007.00	100.00	0.00	4701.00
	DESIGN & ENGINEERING	47007.00	47007.00	0.00	0.00	47007.00	100.00	0.00	4701.00
	MATERIAL PROCUREMEMT	62675.00	62675.00	0.00	0.00	62675.00	100.00	0.00	6268.00
	FACTORY MATERIALS	78345.00	0.00	78345.00	0.00	78345.00	100.00	0.00	7835.00
	INSTALLATION LABOR	78345.00	0.00	0.00	0.00	0.00	0.00	78345.00	
	BILL GRP: 4 TOTALS	313379.00	156689.00	78345.00	0.00	235034.00	75.00	78345.00	23505.00

BG703001

R - 20424

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703 TAF629072031

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certificate is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE: 04/25/17
PERIOD TO: 04/30/17
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	BILL GRP: 5								
	629076								
	SUBMITTALS,LAYOUTS,PROJEC	22021.00	22021.00	0.00	0.00	22021.00	100.00	0.00	2202.00
	DESIGN & ENGINEERING	22021.00	22021.00	0.00	0.00	22021.00	100.00	0.00	2202.00
	MATERIAL PROCUREMENT	29363.00	0.00	29363.00	0.00	29363.00	100.00	0.00	2936.00
	FACTORY MATERIALS	36702.00	0.00	0.00	0.00	0.00	0.00	36702.00	
	INSTALLATION LABOR	36702.00	0.00	0.00	0.00	0.00	0.00	36702.00	
	BILL GRP: 5 TOTALS	146809.00	44042.00	29363.00	0.00	73405.00	50.00	73404.00	7340.00

BG703001

R - 20425

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703 TAF629072031

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certificate is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE: 04/25/17
PERIOD TO: 04/30/17
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		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
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	BILL GRP: 6								
	629077								
	SUBMITTALS,LAYOUTS,PROJEC	35277.00	35277.00	0.00	0.00	35277.00	100.00	0.00	3528.00
	DESIGN & ENGINEERING	35277.00	35277.00	0.00	0.00	35277.00	100.00	0.00	3528.00
	MATERIAL PROCUREMENT	47037.00	47037.00	0.00	0.00	47037.00	100.00	0.00	4704.00
	FACTORY MATERIALS	58796.00	58796.00	0.00	0.00	58796.00	100.00	0.00	5880.00
	INSTALLATION LABOR	58796.00	58796.00	0.00	0.00	58796.00	100.00	0.00	5880.00
	BILL GRP: 6 TOTALS	235183.00	235183.00	0.00	0.00	235183.00	100.00	0.00	23520.00
	GRAND TOTALS	1476919.00	826688.00	303095.00	0.00	1129783.00	76.50	347136.00	112983.00

*** THIS IS THE LAST G703 PAGE ***

BG703001

R - 20426

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That _____Otis Elevator Co_____ (the "Lienor") for and in consideration of the payment of the sum of **$272,789.70** and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

_____

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 30th___ day of Sept. , 2016___, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 25th day of _APR.___, 2017__.

Signed, sealed and delivered
in the presence of:

_____
Signature

_____
Print Name

STATE OF _____

COUNTY OF _____

Otis Elevator Company_____
a _____corporation

_____
Signature T. Colotti, New Equip. & Mod. Biller

K_____
Print Name & Title

The undersigned has been granted a specific authority only to waive lien rights for labor performed and material provided in consideration of monies paid and is not authorized to waive any other rights or make any other agreement herein on behalf of Otis Elevator Company, its subsidiaries and affiliated operating units.

The foregoing instrument was acknowledged before me this_ day of.__, 2017__, by _____, NE/MOD BILLER_____ of OTIS ELEVATOR COMPANY_____, a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

State of Florida, County of Palm Beach
The foregoing instrument was acknowledged before me this 25 day of APR 20 17 by T. Colotti, Biller, of Otis Elevator Corporation and its subsidiaries and affiliated operating units, a New Jersey Corporation, on behalf of the corporation. She is personally known to me.
Notary Public

OLIVIA LUCIA FIGUEROA
MY COMMISSION # GG 028211
EXPIRES: September 8, 2020
Bonded Thru Notary Public Underwriters

_____
NOTARY PUBLIC, STATE OF _____

My Commission Expires: _____

Balfour Beatty
Construction

Request for Payment

Pay Request # 20
Work Performed Through: 04/20/17

Subcontractor's Name: Bernhard MCC, LLC
Subcontractor's Address: Po Box 7460
Metarie, LA 70010

Phone Number
Fax Number

Project Name: Hotel at Marion Square
Owner: Library Associates, LLC
Job No : 13026400
Date: 04/20/17

Description of Work: Mechanical HVAC and Plumbing

Original Contract Amount	$8,028,350.00	
Change Order Total	$308,582.50	
Through C/O #: 2		
Total Revised Contract	$8,336,932.50	
Previous Work Performed to Date(SSR)	$7,090,397.11	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site		
Current Month Gross	$163,763.17	
New Work Performed to Date	$7,254,160.28	
Less 10 % Retainage	$725,416.03	
Amount Earned to Date	$6,528,744.25	
Less Previous Net Billings	$6,381,357.40	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$147,386.85	

Subcontract [X] Purchase Order [ ]

Other Contract Type

Unit Price [ ] Lump Sum [X]
Bonded [ ] Unbonded [X]

Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]

Insurance Status: Finaled
Insurance Expiration Date: 07/01/17

Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site If yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

Owner Billing Number: 14
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	115133	13026400	532366
Date	Invoice #	Description		
04/20/17	13026400 - 20	13026400 . PE# 20 . 17.04		
Gross Amount		Retainage Amt	Net Amount	
$163,763.17		$8,188.16	$147,386.85	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO		400 51500000.40		NO

Hall Codes: 02- OWNER FUNDING Lower Tier Waivers

PM App

Approvals:
PM / Date
CA 04/20/17
PA / Date
APA / Date

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Bernhard Balfour Beatty

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO CONSTRUCTION MANAGER	PROJECT:	HOTEL AT MARION SQUARE	APPLICATION NO:	29
Balfour Beatty Construction				
1930 Camden Rd. Suite 200				
Charlotte, NC 28203			PERIOD TO:	April 30,2017
FROM CONTRACTOR	VIA ARCHITECT			
Bernhard MCC, LLC				
5200 Forsyth Park Drive			PROJECT NO:	Balfour Beatty Project #13025000
Charlotte, NC 28273				BMCC Project # 8350265
CONTRACT FOR CONSTRUCTION				

Distribution to:
- [X] OWNER
- [X] ARCHITECT
- [X] INSPECTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	8,028,350.00
2. Net change by Change Orders	$	308,582.50
3. CONTRACT SUM TO DATE (Line 1 + 2)	$	8,336,932.50
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	7,251,390.28
5. RETAINAGE	$	725,139.03
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	$	6,526,244.25
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	6,381,357.40
8. CURRENT PAYMENT DUE	$	144,886.85
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	1,810,688.25

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$308,582.50	$0.00
Total approved this Month		$0.00
TOTALS	$308,582.50	$0.00
NET CHANGES by Change Order	$308,582.50	

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.

SUBCONTRACTOR

By: _____ Date: _____

CONTRACTOR

By: _____ Date: _____

CONSTRUCTION MANAGER

By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT REQUESTED: $ 144,886.85

(Attach explanation if amount requested differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount requested.)

ARCHITECT

By: _____ Date: _____

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

AIA DOCUMENT G702 - CONTRACTOR'S APPLICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 20
APPLICATION DATE: 4/20/17
PERIOD TO: 4/30/17

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	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 10%
1	MOBILIZATION	40,000.00		40,000.00	39,900.00		-	39,900.00	99.75%	100.00	3,990.00
	HVAC EQUIPMENT			-			-	-		-	-
2	TRANE EQUIPMENT	650,000.00		650,000.00	650,000.00		-	650,000.00	100.00%	-	65,000.00
3	PACE PUMPS AND EQUIPMENT	300,000.00		300,000.00	300,000.00	-	-	300,000.00	100.00%	-	30,000.00
4	HOFFMAN FANS, VAVS AND EQUIP	90,000.00		90,000.00	90,000.00		-	90,000.00	100.00%	-	9,000.00
5	VIBRATION/SEISMIC	96,000.00		96,000.00	96,000.00	-	-	96,000.00	100.00%	-	9,600.00
	PLUMBING EQUIPMENT			-			-	-		-	-
6	FIXTURES	1,045,000.00		1,045,000.00	418,000.00			418,000.00	40.00%	627,000.00	41,800.00
7	GREASE TRAP	10,000.00		10,000.00	10,000.00		-	10,000.00	100.00%	-	1,000.00
8	PUMPS/WATER HEATERS	50,000.00		50,000.00	50,000.00	-	-	50,000.00	100.00%	-	5,000.00
9	SUBMITTALS	75,000.00		75,000.00	75,000.00		-	75,000.00	100.00%	-	7,500.00
	SUBCONTRACTORS			-			-	-		-	-
10	SHEET METAL	1,296,689.00		1,296,689.00	1,154,053.21	38,900.67	-	1,192,953.88	92.00%	103,735.12	119,295.39
11	CONTROLS	108,711.00		108,711.00	97,839.90		-	97,839.90	90.00%	10,871.10	9,783.99
12	INSULATION	493,950.00		493,950.00	281,551.50	74,092.50	-	355,644.00	72.00%	138,306.00	35,564.40
13	INNCOMM SYSTEM	165,000.00		165,000.00	74,250.00		-	74,250.00	45.00%	90,750.00	7,425.00
14	DRAWINGS AND BIM	175,000.00		175,000.00	175,000.00		-	175,000.00	100.00%	-	17,500.00
	PLUMBING UNDERGROUND			-			-	-		-	-
15	MATERIAL	60,000.00		60,000.00	60,000.00		-	60,000.00	100.00%	-	6,000.00
16	LABOR	65,000.00		65,000.00	65,000.00		-	65,000.00	100.00%	-	6,500.00
	SUB LEVEL			-			-	-		-	-
17	MATERIAL	100,000.00		100,000.00	100,000.00		-	100,000.00	100.00%	-	10,000.00
18	LABOR	85,000.00		85,000.00	85,000.00		-	85,000.00	100.00%	-	8,500.00
	FIRST FLOOR			-	-		-	-		-	-
19	MATERIAL	100,000.00		100,000.00	100,000.00		-	100,000.00	100.00%	-	10,000.00
20	LABOR	175,000.00		175,000.00	175,000.00		-	175,000.00	100.00%	-	17,500.00
	SECOND FLOOR			-			-	-		-	-
21	MATERIAL	100,000.00		100,000.00	100,000.00		-	100,000.00	100.00%	-	10,000.00
22	LABOR	175,000.00		175,000.00	175,000.00		-	175,000.00	100.00%	-	17,500.00
	THIRD FLOOR			-			-	-		-	-
23	MATERIAL	75,000.00		75,000.00	75,000.00		-	75,000.00	100.00%	-	7,500.00
24	LABOR	150,000.00		150,000.00	150,000.00		-	150,000.00	100.00%	-	15,000.00
	FOURTH FLOOR			-			-	-		-	-
25	MATERIAL	50,000.00		50,000.00	50,000.00		-	50,000.00	100.00%	-	5,000.00
26	LABOR	75,000.00		75,000.00	75,000.00	-	-	75,000.00	100.00%	-	7,500.00

R - 20430

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached
In tabulations below, amounts are stated to the nearest dollar
Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO: 20
APPLICATION DATE: 4/20/17
PERIOD TO: 4/30/17

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	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 10%
	FIFTH FLOOR			-			-	-		-	-
27	MATERIAL	40,000.00		40,000.00	40,000.00		-	40,000.00	100.00%	-	4,000.00
28	LABOR	50,000.00		50,000.00	42,500.00	7,500.00	-	50,000.00	100.00%	-	5,000.00
	SIXTH FLOOR			-			-	-		-	-
29	MATERIAL	40,000.00		40,000.00	40,000.00		-	40,000.00	100.00%	-	4,000.00
30	LABOR	40,000.00		40,000.00	24,000.00	12,000.00	-	36,000.00	90.00%	4,000.00	3,600.00
	SEVENTH FLOOR			-			-	-		-	-
31	MATERIAL	40,000.00		40,000.00	40,000.00		-	40,000.00	100.00%	-	4,000.00
32	LABOR	40,000.00		40,000.00	20,000.00	10,000.00	-	30,000.00	75.00%	10,000.00	3,000.00
	EIGHT FLOOR			-			-	-		-	-
33	MATERIAL	50,000.00		50,000.00	50,000.00	-	-	50,000.00	100.00%	-	5,000.00
34	LABOR	75,000.00		75,000.00	45,000.00	11,250.00	-	56,250.00	75.00%	18,750.00	5,625.00
	NINTH FLOOR			-			-	-		-	-
35	MATERIAL	5,000.00		5,000.00	1,500.00	3,500.00	-	5,000.00	100.00%	-	500.00
36	LABOR	20,000.00		20,000.00	6,000.00		-	6,000.00	30.00%	14,000.00	600.00
	HVAC			-			-	-		-	-
37	BASEMENT MATERIAL	40,000.00		40,000.00	40,000.00	-	-	40,000.00	100.00%	-	4,000.00
38	BASEMENT LABOR	70,000.00		70,000.00	66,500.00	-	-	66,500.00	95.00%	3,500.00	6,650.00
39	FIRST FLOOR MATERIAL	150,000.00		150,000.00	147,000.00	-	-	147,000.00	98.00%	3,000.00	14,700.00
40	FIRST FLOOR LABOR	250,000.00		250,000.00	245,000.00	-	-	245,000.00	98.00%	5,000.00	24,500.00
41	SECOND FLOOR MATERIAL	40,000.00		40,000.00	39,200.00	400.00	-	39,600.00	99.00%	400.00	3,960.00
42	SECOND FLOOR LABOR	100,000.00		100,000.00	98,000.00	-	-	98,000.00	98.00%	2,000.00	9,800.00
43	THIRD FLOOR MATERIAL	12,000.00		12,000.00	11,520.00		-	11,520.00	96.00%	480.00	1,152.00
44	THIRD FLOOR LABOR	50,000.00		50,000.00	48,000.00		-	48,000.00	96.00%	2,000.00	4,800.00
45	FOURTH FLOOR MATERIAL	30,000.00		30,000.00	28,500.00	300.00	-	28,800.00	96.00%	1,200.00	2,880.00
46	FOURTH FLOOR LABOR	150,000.00		150,000.00	144,000.00		-	144,000.00	96.00%	6,000.00	14,400.00
47	FIFTH FLOOR MATERIAL	12,000.00		12,000.00	11,400.00	120.00	-	11,520.00	96.00%	480.00	1,152.00
48	FIFTH FLOOR LABOR	35,000.00		35,000.00	33,600.00		-	33,600.00	96.00%	1,400.00	3,360.00
49	SIXTH FLOOR MATERIAL	5,000.00		5,000.00	4,750.00		-	4,750.00	95.00%	250.00	475.00
50	SIXTH FLOOR LABOR	20,000.00		20,000.00	17,800.00		-	17,800.00	89.00%	2,200.00	1,780.00
51	SEVENTH FLOOR MATERIAL	5,000.00		5,000.00	4,750.00	50.00	-	4,800.00	96.00%	200.00	480.00
52	SEVENTH FLOOR LABOR	20,000.00		20,000.00	17,800.00	800.00	-	18,600.00	93.00%	1,400.00	1,860.00
53	EIGHTH FLOOR MATERIAL	5,000.00		5,000.00	4,600.00	150.00	-	4,750.00	95.00%	250.00	475.00
54	EIGHTH FLOOR LABOR	20,000.00		20,000.00	16,400.00	2,600.00	-	19,000.00	95.00%	1,000.00	1,900.00
55	NINTH FLOOR MATERIAL	1,000.00		1,000.00	400.00	600.00	-	1,000.00	100.00%	-	100.00

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

R - 20431

CONTINUATION SHEET

AIA DOCUMENT G703

Page 6 of 9

APPLICATION NO: 22
APPLICATION DATE: 4/20/23
PERIOD TO: 4/30/23

Balfour Beatty Project: 0

BID PACKAGE	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (E - E)	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
56	NINTH FLOOR LABOR	5,000.00		5,000.00	500.00	1,500.00	-	2,000.00	40.00%	3,000.00	200.00
	FIXTURE SET CUT			-			-	-		-	-
57	MATERIAL	10,000.00		10,000.00	1,000.00		-	1,000.00	10.00%	9,000.00	100.00
58	LABOR	25,000.00		25,000.00	2,500.00		-	2,500.00	10.00%	22,500.00	250.00
	MOCK UP			-			-	-		-	-
59	MATERIAL	8,000.00		8,000.00	8,000.00	-	-	8,000.00	100.00%	-	800.00
60	LABOR	10,000.00		10,000.00	10,000.00	-	-	10,000.00	100.00%	-	1,000.00
	FABRICATION			-			-	-		-	-
61	MATERIAL	350,000.00		350,000.00	350,000.00	-	-	350,000.00	100.00%	-	35,000.00
62	LABOR	400,000.00		400,000.00	400,000.00	-	-	400,000.00	100.00%	-	40,000.00
	CHANGE ORDERS			-			-	-		-	-
63	CO #1 DEWALT ELEC.D RANGE FOOT		3,074.13	3,074.13	3,074.13	-		3,074.13	100.00%	-	307.41
64	PCO 004 (CO # 2 ST SEWER RE		50,000.00	50,000.00	50,000.00	-		50,000.00	100.00%	-	5,000.00
65	BBC CO#3 SPRD FIRE SPLIT SLAB FOOTING		10,981.00	10,981.00	10,981.00			10,981.00	100.00%		1,098.10
66	[illegible]		116,287.67	116,287.67	116,287.67			116,287.67	100.00%		11,628.77
67	[illegible]		31,870.55	31,870.55	31,870.55			31,870.55	100.00%		3,187.06
68	[illegible]		85,879.22	85,879.22	85,879.22			85,879.22	100.00%		8,587.92
	GRAND TOTALS	6,928,350.00	306,582.50	6,336,932.50	7,090,397.11	163,763.17	0.00	7,254,160.28	90.36%	1,082,772.22	725,415.03

R - 20432

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That Bernhard MCC, LLC, (the "Lienor") for and in consideration of the payment of the sum of $147,386.85 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:
Exhibit B

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 19th day of April, 2017, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 19th day of April, 2017.

Signed, sealed and delivered
in the presence of:

Beverly S. Martin
Signature
Beverly S. Martin
Print Name

Bernhard MCC, LLC
a Louisiana corporation

Signature
Scott Delbridge, Project Manager
Print Name & Title

BEVERLY S. MARTIN NOTARY PUBLIC CABARRUS COUNTY, N.C.

STATE OF North Carolina

COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 19th day of April, 2017, by Scott Delbridge, Business Unit Manager of Bernhard MCC, LLC, a Louisiana corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Beverly S. Martin
NOTARY PUBLIC, STATE OF North Carolina

My Commission Expires: 6-26-2020

Exhibit B

MCC PCO #	RFI #	AST MOD #	DESCRIPTION	DATE PROPOSED	REVISED DATE	AMOUNT QUOTED	Directive to Proceed (Y/N)
1		MOD #01	Glazing Equipment Change	9/24/2015		$-	N
2			Expanded Guest Suites	9/24/2015		$23,057.00	N
3			Relocate Dewatering Away From Tower Pad	10/20/2015		$720.00	Y
4		MOD #01	MOD #1 Under Ground Piping	10/28/2015	12/4/2015	$59,628.00	Y
5			Stainless Steel UG Hangers	11/19/2015		$98,305.90	N
6			MOD #1, 2, 3 Drawing Revisions				Y
7		MOD #03	Square Solid Interceptor Substitutes				Y
8			King Suite Model Room Lavatory Faucet				
9		MOD #03	Pipe in Foyer Ceiling				Y
10			Chilled Water Schematics				
11			Condensate Line for VFCU				Y
12		MOD #04	Spa Retail & Retail Entry Changes				Y
13			Plumbing BIM Design Assist MOD 1, 2, 3	2/2/2016		$49,102.78	Y
14			St # 23 Mechanical Platform Equipment & Piping			$66,131.51	Y
15			Construct Wood Structure over Elec. Panel at crane pad	2/10/2016		$1,354.13	Y
16	283	MOD #03	Waste Pipe in Upper Crust 1155 Ceiling				Y
17	313		1st Floor Upper Crust Slot D ffuser			NO COST	Y
19			Gas Branch Line Deduct	2/26/2016		[illegible]	N
20			MOD 4 Drawing Revisions	4/27/2016			Y
21			HFCU custom fan color	3/18/2016		$6,929.00	
22			HVAC BIM Design Assist	4/15/2016		$12,283.15	Y
23.1			Chiller Sound Attenuation Phase 1	4/21/2016		$61,752.72	
23.2			Chiller Sound Attenuation Phase 2	4/21/2016		$200,568.65	
24			Dewatering Skid Steer Rental for UG	4/29/2016			Y
25			Mock Up Fixtures	5/3/2016		$9,722.10	Y
26			BIM Design Assist May			$1,380.00	Y
27		See PCO 037	2nd Flr West Side Survey Error				Y
28		See PCO 032	2nd Flr East Side Survey Error				Y
29			Exterior Chilled Water Pipe Support	6/2/2016		$16,069.56	
30			Supplemental Instruction #26	5/27/2016		$35,527.28	

R - 20434

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

31	N/C	Supplemental Instruction #27			NO COST	
32		Trimble Tool Damaged Lost Crew Time	5/13/2016		$2,367.76	Y
33		Storm Water Back Water Valve P402A	6/6/2016		$7,989.10	
34	Favor to BBC	Mock Up Building HVAC Service				
35		Overtime 3 East Layout and Sleeve Installation	6/9/2016	12/15/2016	$2,478.19	Y
36		MOD 5 Drawings	7/15/2016		$308,772.27	Y
37		2 West Control Point Delay	6/13/2016		$6,555.18	Y
38		Aluminum Folding Exterior NanaWall				
39		BMCC Assist K&W Level 4 West	6/27/2016		$3,271.91	
40		Interior Mock Up Duct Changes	6/27/2016		$952.20	Y
41	See MOD 6	SI # 30			S-	Y
42		Testing Sub Level Piping			S-	
43		Correspondence 00067 MOD 6 Drawings	11/18/2016		$35,188.41	Y
44		ROM Storm Pump Sub-Level	8/11/2016		$43,789.25	
45		August BIM	8/17/2016		$14,352.83	Y
46		Expedited BIM Modeling Requested by BBC	8/25/2016		$3,542.00	Y
47		RFI 0451 Added manifold valves guestrooms				
48		New Fixture Selections Rvsd per owner meeting 11-8-16	11/18/2016		$151,427.37	
49		Domestic Storage Tanks RFI	11/28/2016		$3,052.15	Y
50		Guestroom Automated Controls	9/26/2016		$845,241.00	
51		Added Condensate Pumps RFI 155				Y
52		MOD 7				Y
53		BMCC RFI 0153 D-WR Offsets				
54		Correspondence 00072 9-21-16 Schedule Update			$35,781.68	Y
55		Pool Deck Slab Increase			N/C	
56		Supplemental Instruction # 32	11/28/2016		$61,631.65	
57		BBC RFI 0730 Elevator Equipment Room 800M				
58		Pool Deck Drain Slope Sketches 9th Floor			N/C	
59		Damaged Duct Sub-Level ONSM	11/28/2016		$1,958.00	
60		Re-Set AHU 1&2 AHUs not out of scheuling seq. BBC	11/28/2016			Y
61		Roof Top Bar New CAD Floor Plan Layout			S	
62		RFI 0765 1st Flr Duct Changes due to Shear Wall			S	
63		Correspondence 000076 11-15-16 Schedule Update			S	
64		Trane to AAON MUAH 1-2 w/ Associate Seismic Rails	12/8/2016		$43,059.66	

R - 20435

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

** Note those PCO's highlighted in YELLOW have been approved through BBC to pay**

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	100260000

Date Prepared:	

PRIME SUB'S NAME	Bernhard MCC
Attachment for Pay Req #:	20
for Month Ending:	Apr-17

A	B	C	D	E	F	G	H	I	J	K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO, (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select (Yes/No)	Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: *(as noted on releases)*	Tier's most recent release is PARTIAL or FINAL? Select One	Comments:
AAA Fireston Inc 14039 Hwy 74E, Suite A6278 Indian Trail, NC 28079	No - Union	NO		NO	YES	$26,979.00	3/15/2017	3/15/2017	PARTIAL	
Chapman Cemacny 10801 Johnston Road, Suite 315 Charlotte, NC 28226	No - Mecklenburg	NO		NO	YES	$101,647.16	1/5/2017	1/20/2017	PARTIAL	
Engineered Control System PO Box 1835 Fairbury Maine, NC 27023	No - Hartnett	NO		NO	YES	$20,890.00	2/2/2017	4/30/2017 ✓	PARTIAL	
Ferguson Enterprises 4710 Rivers Avenue North Charleston, SC 29406	Yes - CHS	YES	7/15/2016	NO	YES	$670,810.20	4/10/2017	12/25/2016	PARTIAL	
Guy M. Beaty, Inc 9209 Forsyth Park Drive Charlotte, NC 28273	No - Mecklenburg	NO		NO	YES	$258,500.00	3/13/2017	4/30/2017 ✓	PARTIAL	
Hoffman & Hoffman 3515 Patterson Street Greensboro, NC 27407	No-Guilford	NO		NO	YES	$111,472.28	3/22/2017	1/18/2017	PARTIAL	
Knight & Wilson, Inc 1240 Williams. Memphis TN 38104	No-Shelby	YES	10/27/2015	NO	YES	$939,300.00	3/13/2017	4/30/2017 ✓	PARTIAL	
Limehouse and Sons 9550 Highway 78 Ladson, SC 29456	No - Berkeley	NO		NO	YES	$12,444.75	10/19/2016	11/30/2016	PARTIAL	
Penhall Company 3170 Stanton Court North Charleston, SC 29418	Yes - CHS	NO		NO	YES	$31,975.50	3/21/2017	11/30/2016	PARTIAL	

R - 20437

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Trane 4951 Rivers Avenue North Charleston, SC 29406	Yes - CHS	NO		NO	YES		$65,674.75	3/14/2017	1/31/2017	PARTIAL	

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty Construction

Exhibit F1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned, Engineered Control Solutions, Inc. (Name of Subcontractor/Vendor)

("Subcontractor"), pursuant to a contract or agreement with: Balfour Beatty Construction, LLC ("BBC"), a subcontractor to BBC or a sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as:

Hotel at Marion Square ("Project")
(Name or Description of Project)

which is located at 404 King Street, Charleston, SC 29403
Street Address

in the City of Charleston, and County of Charleston, and is owned by Library Associates, LLC. ("Owner")
(Name of Owner)

Upon receipt by Subcontractor of a check in the sum of $ 17,064.00 the sufficiency of which is hereby acknowledged and confessed,
(Amount to be paid to Subcontractor/Vendor)

and when the check has been properly endorsed and has been paid by the bank on which it is drawn this document becomes effective pursuant to which the Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and all bonds and bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through 4/30/2017
(Insert date through which release is given)

(the "Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact costs and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

None
(Describe here or set out in an Attachment "A" which must be identified here and attached, all extras not included in the Release. Failure to describe any extras as excluded shall be a waiver and release of any right to payment for such work.)

Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subcontractor further affirms, represents and warrants that, except as noted above: (1) Subcontractor has no lien or claim of lien, either actual or potential, bond right or claim, or contractual right or claim for payment with respect to any Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date; and, (2) all persons and entities that have performed or rendered labor or services, or supplied or furnished materials, equipment, furniture and furnishings, to Subcontractor in connection with the Work have been paid in full, or upon receipt of the payment described above will be paid in full all undisputed amounts, and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

Subcontractor acknowledges, affirms, represents and warrants that it has fully reviewed the terms and conditions of this waiver, that it is fully informed with respect to the legal effect of this waiver, and that it accepts the terms and conditions of waiver in return for the payment recited above.

Given under hand and seal this 14th day of April 2017.

Engineered Control Solutions, Inc.
(Name of Subcontractor/Vendor)

[signature]
Signature

By [illegible] / President
(Print or Type the Signers Name and Title)

STATE OF North Carolina

COUNTY OF Wake

The foregoing instrument was signed, sealed and acknowledged before me this 14th day of April 2017, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: Kathryn Barnes
Notary Public

My Commission expires: July 9, 2019

KATHRYN BARNES
NOTARY PUBLIC
WAKE COUNTY, NC

Balfour Beatty Construction

Exhibit F1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned, Guy M Beaty Inc. (Subcontractor/Vendor) (Name of Subcontractor/Vendor) ("Subcontractor"), pursuant to a contract or agreement with: Balfour Beatty Construction, LLC ("BBC"), a subcontractor to BBC or a sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as: Hotel at Marion Square (Name or Description of Project) ("Project") which is located at 404 King Street, Charleston, SC 29403 (Street Address) in the City of Charleston, and County of Charleston, and is owned by Library Associates, LLC. (Name of Owner) ("Owner").

Upon receipt by Subcontractor of a check in the sum of $ 216,623.00 (Amount to be paid to Subcontractor/Vendor) the sufficiency of which is hereby acknowledged and confessed, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective pursuant to which the Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and all bonds and bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through: 4/30/17 (Insert date through which release is given) (the "Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact costs and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below.

None (Describe here or set out in an Attachment "A" which must be identified here and attached, all extras not included in the Release. Failure to describe any extras as excluded shall be a waiver and release of any right to payment for such work.)

Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subcontractor further affirms, represents and warrants that, except as noted above: (1) Subcontractor has no lien or claim of lien, either actual or potential, bond right or claim, or contractual right or claim for payment with respect to any Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date; and, (2) all persons and entities that have performed or rendered labor or services, or supplied or furnished materials, equipment, furniture and furnishings, to Subcontractor in connection with the Work have been paid in full, or upon receipt of the payment described above will be paid in full, all undisputed amounts, and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

Subcontractor acknowledges, affirms, represents and warrants that it has fully reviewed the terms and conditions of this waiver, that it is fully informed with respect to the legal effect of this waiver, and that it accepts the terms and conditions of waiver in return for the payment recited above.

Given under hand and seal this 12th day of April 2017.

Guy M Beaty Inc. (Name of Subcontractor/Vendor)

By: Timothy D Mills - Pres (Print or Type the Signer's Name and Title)

STATE OF NC

COUNTY OF Mecklenburg

The foregoing instrument was signed, sealed and acknowledged before me this 12th day of April 2017, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: _____ Notary Public

My Commission expires: 5/4/2018

(Notary Seal) LIEN KIM TRUONG Notary Public Mecklenburg County NORTH CAROLINA

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty Construction

Exhibit #1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned, Knight and Wilson, Inc. (Name of Subcontractor/Vendor)

("Subcontractor") pursuant to a contract or agreement with Balfour Beatty Construction, LLC. ("BBC"), a subcontractor to BBC or a sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work or improvement commonly known as: Hotel at Marion Square (Name or Description of Project) ("Project")

which is located at 404 King Street, Charleston, SC 29403 (Street Address)

in the City of Charleston, and County of Charleston, and is owned by Library Associates, LLC. (Name of Owner) ("Owner").

Upon receipt by Subcontractor of a check in the sum of $ 123,300 (Amount to be paid to Subcontractor/Vendor) the sufficiency of which is hereby acknowledged and confessed and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective pursuant to which the Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, stop notice, payment bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through 4/30/17 (Insert date through which release is given) (the "Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for work performed, rendered or supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period, including any claims for extended additional job costs and overhead, lost profits, impact costs and the like, as well as claims and demands arising from any acknowledged delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified as follows:

None (Describe here or set out in an Attachment "A" which must be identified here and attached, all extras not included in the Release. Failure to describe any extras to exclude shall be a waiver of any right to payment for such extras.)

Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subcontractor further affirms, represents and warrants that, except as noted above: (1) Subcontractor has not caused or suffered any other actual or potential, bond right or claim, or contractual right or claim for payment with respect to any Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date, and, (2) all persons and entities that have performed or rendered labor or services or supplied or furnished materials, equipment, furniture and furnishings to Subcontractor in connection with the Work, have been paid in full, or upon receipt of the payment described above will be paid in full all undisputed amounts, and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

Subcontractor acknowledges, affirms, represents and warrants that it has fully reviewed this form and the contents hereof, that it is fully informed with respect to the legal effect of this waiver, and that it accepts the terms and conditions of waiver contained for the payment recited above.

Given under hand and seal this 14th day of April 20 17

Knight and Wilson, Inc. (Name of Subcontractor/Vendor)

By: Jack Knight (Signature of the above named individual)

STATE OF Tennessee

COUNTY OF Shelby

The foregoing instrument was signed, sealed and acknowledged before me this 14th day of April 20 17, by the aforesaid representative having been duly sworn and states and affirms that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: Notary Public

My Commission expires: 12/15/2018

CINDY B. SMITH STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF SHELBY

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Hotel at Marion Square - Subcontractor Pay Application Checklist

Item Description	Submitted	Reviewed	Comments
Application for Payment Documentation	4/20/2017		
Request for Payment / Payment Application standard BBC form - all subcontractors must use	4/20/2017		
Schedule of Values (SOV) - matches AIA G703	4/20/2017		
Conditional Waiver and Release on Progress Payment	4/20/2017		
Subguard Sub-Tier / Supplier Releases - form submitted by subcontractor that tells us who needs to be joint checked			
Subcontractor Supplier Invoices - back up for joint checks, if applicable			
Subcontractor Joint Check List - internal form used when joint checks are required			
Approved certificate of insurance through the payment requisition date			
Stored materials back up documentation, if applicable			
Owner Waiver	4/20/2017		
If applicable, subcontractor change request log (for purposes of verifying with the project cost event logs)			

R - 20442

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BERNHARD MCC, L.L.C.
9233 FORSYTH PARK DRIVE

CHARLOTTE, NC 28273
Tel (704) 817-1800 Fax (704) 587-0774

LETTER OF TRANSMITTAL

To: Balfour Beatty Construction

Date	4/19/2017	Job No	8350248
Attention:	Candice Ashe		
Re:	April 19, 2017 Pay Application #20		

We are sending you: x Attached ☐ Under separate cover via the following items:

☐ Shop drawings ☐ Prints ☐ Plans ☐ Specifications
☐ Samples ☐ Copy of letter ☐ Change Order x Other – Pay Application

COPIES	DATE	Pages	DESCRIPTION
1		1	Application and Certificate for payment
1		3	SOV
1		1	Tier release
1		1	BMCC payment waiver
1	Vary	3	Subcontractor/Vendor payment waiver
1		3	PCO Summary

These are transmitted as checked below:

☐ For approval ☐ Approved as submitted ☐ Resubmit copies for approval
☐ For your use ☐ Approval as noted ☐ Submit copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return corrected prints
☐ For review and comment x Other: Review and payment

Remarks:
Exhibit B added to the Pay App

Copies To: Tim Spano
Nick Starcevic
Eric Stoehr
Bernhard MCC - Legal

THANK YOU!

If enclosures are not as noted, kindly notify us at once.

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request # 13
Work Performed Through: 04/30/17

Subcontractor's Name: Palmetto Automatic Sprinkler Company, Inc.
Subcontractor's Address: 1862 Old Dunbar Rd.
West Columbia, SC 29172

Phone Number: 803-794-1602
Fax Number:

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 04/18/17
Owner: Library Associates, LLC

Description of Work: Fire Protection

Original Contract Amount	$464,920.00	
Change Order Total	-$1,956.12	
Through C/O #: 1		
Total Revised Contract	$462,963.88	
Previous Work Performed to Date(SSR)	$390,361.50	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$10,060.50	
New Work Performed to Date	$400,422.00	
Less 10 % Retainage	$40,042.20	
Amount Earned to Date	$360,379.80	
Less Previous Net Billings	$351,325.35	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$9,054.45	

Subcontract [X] Purchase Order [ ]
Other Contract Type:
Unit Price [ ] Lump Sum [X]
Bonded [-] Unbonded [X]
Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	Finaled	
Insurance Expiration Date	10/01/17	
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing Consent of Surety for retention reduction if bonded	From [ ] Y [ ]	To [X] N [ ]
New materials stored off site If yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

Owner Billing Number: 12
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #:

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	1348477	13026400	525443
Date	Invoice #	Description		
04/30/17	13026400 - 13	13026400 . PE# 13 . 17.04		
Gross Amount		Retainage Amt	Net Amount	
$10,060.50		$503.03	$9,054.45	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO		400.51550000.40		NO

Halt Codes: 02- OWNER FUNDING Lower Tier Waivers
PM APP

Approvals:
PM / Date
CA 04/18/17
PA / Date
APA / Date

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 — PAGE ONE OF TWO PAGES

TO PRIME CONTRACTOR:
Balfour Beatty Construction
1930 Camden Rd. Charlotte, NC 28203

PROJECT:
Hotel at Marion Square

VIA ARCHITECT:

FROM SUBCONTRACTOR:
Palmetto Automatic Sprinkler Co., Inc
PO Box 2927
West Columbia, SC 29171

CONTRACT FOR: FIRE PROTECTION

APPLICATION NO: 13

PERIOD TO: 4/30/17

PROJECT NOS: 13026000
615008

CONTRACT DATE: 3/11/15

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [ ] CONTRACTOR
- [ ] SUBCONTRACTOR
- [ ]

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		$ 464,920.00
2. Net change by Change Orders		$ -1,956.12
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 462,963.88
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 400,422.00
RETAINAGE:		
a. ____ % of Completed Work (Column D + E on G703)	$ 40,042.20	
b. ____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 40,042.20
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 360,379.80
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 351,325.35
8. CURRENT PAYMENT DUE		$ 9,054.45
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 102,584.08

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Subcontractor'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 Contractor, and that current payment shown herein is now due.

SUBCONTRACTOR:

By: _____ Date: 4/13/17

State of: South Carolina County of: Lexington
Subscribed and sworn to before me this 13 day of April 2017
Notary Public: _____
My Commission expires: 12/31/24

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Contractor certifies to the Owner that to the best of the Contractor'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 Subcontractor 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.)

CONTRACTOR:

By: _____ Date: _____

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

R - 20445

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Hotel at Marion Square

APPLICATION NO: 13
APPLICATION DATE: 4/13/17
PERIOD TO: 4/30/17
13026000
615008

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED 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)
1	Design	$32,545.00	$30,103.50	$2,441.50		$32,545.00	100.00%		$3,254.50
2	Mobilization	$13,950.00	$13,950.00	$0.00		$13,950.00	100.00%		$1,395.00
3	Site Work	$2,500.00	$2,500.00	$0.00		$2,500.00	100.00%		$250.00
4	Fire Pump	$55,270.00	$52,505.12			$52,505.12	95.00%	$2,764.88	$5,250.51
5	Standpipes	$33,960.00	$16,980.00	$0.00		$16,980.00	50.00%	$16,980.00	$1,698.00
6	Parking Floor Material	$21,792.00	$21,792.00			$21,792.00	100.00%		$2,179.20
7	Parking Floor Labor	$12,807.00	$11,526.00	$0.00		$11,526.00	90.00%	$1,281.00	$1,152.60
8	Parking Floor Test & Trim	$850.00						$850.00	$0.00
9	1st Floor Material	$30,509.00	$30,509.00	$0.00		$30,509.00	100.00%		$3,050.90
10	1st Floor Labor	$18,673.00	$16,804.00	$0.00		$16,804.00	89.99%	$1,869.00	$1,680.40
11	1st Floor Test & Trim	$1,050.00						$1,050.00	$0.00
12	2nd Floor Material	$37,244.00	$37,244.00	$0.00		$37,244.00	100.00%		$3,724.40
13	2nd Floor Labor	$23,468.00	$21,122.00	$0.00		$21,122.00	90.00%	$2,346.00	$2,112.20
14	2nd Floor Test & Trim	$1,200.00						$1,200.00	$0.00
15	3rd Floor Material	$18,809.00	$18,809.00	$0.00		$18,809.00	100.00%		$1,880.90
16	3rd Floor Labor	$12,653.00	$12,020.00	$0.00		$12,020.00	95.00%	$633.00	$1,202.00
17	3rd Floor Test & Trim	$1,000.00						$1,000.00	$0.00
18	4th Floor Material	$18,809.00	$18,809.00	$0.00		$18,809.00	100.00%		$1,880.90
19	4th Floor Labor	$12,653.00	$9,489.00	$0.00		$9,489.00	74.99%	$3,164.00	$948.90
20	4th Floor Test & Trim	$1,000.00						$1,000.00	$0.00
21	5th Floor Material	$18,918.00	$17,026.00	$0.00		$17,026.00	90.00%	$1,892.00	$1,702.60
22	5th Floor Labor	$12,726.00	$6,363.00	$3,181.00		$9,544.00	75.00%	$3,182.00	$954.40
23	5th Floor Test & Trim	$1,000.00						$1,000.00	$0.00
24	6th Floor Material	$13,091.00	$11,782.00	$0.00		$11,782.00	90.00%	$1,309.00	$1,178.20
25	6th Floor Labor	$8,987.00	$4,494.00	$2,246.00		$6,740.00	75.00%	$2,247.00	$674.00
26	6th Floor Test & Trim	$750.00						$750.00	$0.00
27	7th Floor Material	$12,764.00	$11,487.00	$0.00		$11,487.00	90.00%	$1,277.00	$1,148.70
28	7th Floor Labor	$8,768.00	$4,384.00	$2,192.00		$6,576.00	75.00%	$2,192.00	$657.60

R - 20446

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

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

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

Hotel at Marion Square

APPLICATION NO: 13
APPLICATION DATE: 4/13/17
PERIOD TO: 4/30/17
13026000
615008

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
29	7th Floor Test & Trim	$750.00						$750.00	$0.00
30	8th Floor Material	$13,309.00	$11,978.00	$0.00		$11,978.00	90.00%	$1,331.00	$1,197.80
31	8th Floor Labor	$9,133.00	$3,653.00			$3,653.00	40.00%	$5,480.00	$365.30
32	8th Floor Test & Trim	$750.00						$750.00	$0.00
33	Roof Terrace Material	$7,764.00	$6,988.00	$0.00		$6,988.00	90.01%	$776.00	$698.80
34	Roof Terrace Labor	$4,968.00						$4,968.00	$0.00
35	Roof Terrace Test & Trim	$500.00						$500.00	$0.00
36	Change Order #1	($1,956.12)	($1,956.12)	$0.00		($1,956.12)	100.00%		($195.61)
	GRAND TOTALS	$462,963.88	$390,361.50	$10,060.50		$400,422.00	86.49%	$62,541.88	$40,042.20

G703-1992

AIA DOCUMENT G703 CONTINUATION SHEET FOR G702 1992 EDITION AIA © 1992
THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5292

R - 20447

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That Palmetto Automatic Sprinkler Company, Inc (the "Lienor") for and in consideration of the payment of the sum of $ 9059.45 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon, except for retention, and open change order requests, claims or disputes identified as follows:

_____

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 30 day of April, 2017, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 13 day of April, 2017

Signed, sealed and delivered
in the presence of:

Andrea Seagler
Signature
Andrea Seagler
Print Name

Palmetto Automatic Sprinkler Company, Inc
a SC corporation

Mark Corey
Signature
Mark Corey, Controller
Print Name & Title

STATE OF South Carolina

COUNTY OF Lexington

The foregoing instrument was acknowledged before me this 13 day of April, 2017 by Mark Corey, Controller of PASCO a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF South Carolina

My Commission Expires: 12/3/24

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000
Date Prepared:	4/13/2017
PRIME SUB'S NAME	PALMETTO AUTOMATIC SPRINKLER COMPANY, INC
Attachment for Pay Req #:	13
for Month Ending:	3/30/2017

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed.	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)		Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: (as noted on release)	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
SAMPLE TIER 123 Example Dr Somewhere, NC 27607 919-834-1234	yes - PIT	NO	NA		YES	NO	$12,123.00	4/21/2017	3/31/2017	PARTIAL	FINAL	thru March 2010
Ferguson Enterprises, PO Box 100286, Atlanta, GA 30384-0286	no	no			YES	NO	52658.60	4/5/17		PARTIAL	FINAL	
HD Supply Waterworks, 501 W Church St Orlando, FL 32805	NO	NO			YES	NO	2443.33	3/3/17		PARTIAL	FINAL	
Shea Enterprises Inc PO Box 6174 Hickory, NC 28603	NO	NO			YES	NO	3510.12	11/29/16		PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

R - 20449

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Hotel al urion Square - Subcontractor Pay Application Checklist

Item Description | Submitted | Received

Application for Payment Documentation
Request for Payment / Payment Application standard BBC form - all subcontractors must use ✓
Schedule of Values (SOV) - matches AIA G703 ✓
Conditional Waiver and Release on Progress Payment ✓
Subguard Sub-Tier / Supplier Releases - form submitted by subcontractor that tells us who needs to be joint checked
Subcontractor Supplier Invoices - back up for joint checks, if applicable
Subcontractor Joint Check List - internal form used when joint checks are required
Approved certificate of insurance through the payment requisition date ✓
Stored materials back up documentation, if applicable
Owner Waiver
If applicable, subcontractor change request log (for purposes of verifying with the project cost event logs)

R - 20450

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Client#: 233116 17PALMEAUT

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB&T - Boyle Vaughan Insurance 2000 Center Point Rd, Ste 2400 P. O. Box 8628, 29202 Columbia, SC 29210	CONTACT NAME: Brett Royer PHONE (A/C, No, Ext): 803 748-0100 FAX (A/C, No): 8774677214 E-MAIL ADDRESS: BRoyer@BBandT.com
INSURED Palmetto Automatic Sprinkler Co., Inc. PO Box 2927 Cayce, SC 29171	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Amerisure Insurance Company — 19488 INSURER B: Scottsdale Insurance Company — 41297 INSURER C: Endurance American Specialty In — 41718 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY [X] PRO-JECT LOC OTHER	X	X	CPP2102583	10/01/2016	10/01/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS	X	X	CA2102584	10/01/2016	10/01/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	AXS0000869	10/01/2016	10/01/2017	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC2102582	10/01/2016	10/01/2017	X PER STATUTE OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
C	Excess Umbrella Liability	X	X	ELD30000169200	10/01/2016	10/01/2017	$5,000,000 Per Occur/ Aggr - Over Primary Umbrella Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: All Jobs for Balfour Beatty Construction, LLC, Joint Ventures and related affiliates
Certificate holder, Owner and any other parties required by contract are additional insureds as respects to the General Liability coverage for on-going and completed operations on a Primary and Non Contributory basis and on Automobile Liability coverage as required by written contract per forms #CG7048(10/15) & CA7133(11/09) as required by written contract. Waiver of Subrogation is provided in favor of the Additional (See Attached Descriptions)

CERTIFICATE HOLDER

Balfour Beatty Construction, LLC
3100 McKinnon Street 10th Floor
Dallas, TX 75201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John A. Barbour

© 1988-2014 ACORD CORPORATION. All rights reserved.

DESCRIPTIONS (Continued from Page 1)

Insureds on General Liability, Automobile Liability, and Workers Compensation coverages as required by written contract per forms #CG7049(11/09), CA7133(11/09), & WC000313(04/84). 30 days Notice of Cancellation (10 for non payment) is provided.

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That ___Watson Electrical_____ (the "Lienor") for and in consideration of the payment of the sum of $___**469,009.24**____ and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

_____

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the __**30**__ day of _**April**____, **2017**_, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this _**20**___ day of _**April**___,**2017**.

Signed, sealed and delivered
in the presence of:

Cherie Clubb
_____
Signature
_Cherie Clubb_____
Print Name

Watson Electrical LLC_____
a _____South Carolina_____ corporation

Dale J Winovich
Digitally signed by Dale J Winovich
DN: C=US + OU=Div 21 + CN=Dale J Winovich + O=Watson Electric + E=dwinovich@watsonelec.com
Date: 2017.05.17 15:14:25-04'00'
_____
Signature
Dale J Winovich, Project Manager_____
Print Name & Title

STATE OF ___South Carolina_____

COUNTY OF __Charleston_____

The foregoing instrument was acknowledged before me this __**20** day of _**April**___, **2016**, by _Dale J Winovich, Project Manager of Watson Electrical a South Carolina corporation on, on behalf of the corporation. He/she is personally known to me or has produced driver's license (type of identification) as identification.

Cherie Clubb
_____
NOTARY PUBLIC, STATE OF

My Commission Expires: April 22nd, 2022_____

CHERIE CLUBB
Notary Public, South Carolina
My Commission Expires
April 22, 2022

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request # 18
Work Performed Through: 04/30/17

Subcontractor's Name: Watson Electrical Construction, Inc.
Subcontractor's Address: 3215 Fortune Dr. Suite 109
Charleston SC 29418

Phone Number: 804-550-4881
Fax Number:

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 04/20/17
Owner: Library Associates, LLC

Description of Work:	Electrical	
Original Contract Amount	$3,963,792.00	
Change Order Total	$153,786.56	
Through C/O #: 2		
Total Revised Contract	$4,117,578.56	
Previous Work Performed to Date(SSR)	$3,167,982.98	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site		
Current Month Gross	$521,121.37	
New Work Performed to Date	$3,689,104.35	
Less 10 % Retainage	$368,910.44	
Amount Earned to Date	$3,320,193.92	
Less Previous Net Billings	$2,851,184.68	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$469,009.24	INTERNAL AUDIT!!

Subcontract [X] Purchase Order [ ]
Other Contract Type

Unit Price [ ] Lump Sum [X]
Bonded [ ] Unbonded [X]

Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	Finaled	
Insurance Expiration Date	02/27/18	
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site If yes, attach stored materials checklist	Y [ ]	N [X]
Final Payment If yes, see attached checklist	Y [ ]	N [X]

Owner Billing Number: 14
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	120128	13026400	535292

Date	Invoice #	Description
04/30/17	13026400 - 18	13026400 . PE# 18 . 17.04

Gross Amount	Retainage Amt	Net Amount
$521,121.37	$26,056.07	$469,009.24

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400 51600000 40	NO

Hold for change orders

Hold Codes: 02- OWNER FUNDING
Owner Waiver
PM Approval

Approvals:
PM / Date
CA 04/21/17/revised 05/01/17
PA / Date
APA / Date

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO CONSTRUCTION MANAGER:
Balfour Beatty Construction
1930 Camden Rd. Suite 280
Charlotte, NC 28210

PROJECT: **HOTEL AT MARION SQUARE**
Job #21046

APPLICATION NO: **10**

PERIOD TO: **4/30/2017**

Distribution to:
[X] OWNER
[ ] ARCHITECT
[ ] INSPECTOR

FROM CONTRACTOR:
Watson Electrical
3215 Fortune Drive
North Charleston, SC 29418

VIA ARCHITECT:

PROJECT NO: **#13026000**

CONTRACT FOR: CONSTRUCTION

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	3,963,792.00
2. Net change by Change Orders	$	153,786.56
3. CONTRACT SUM TO DATE (Line 1 + 2)	$	4,117,578.56
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	3,689,104.35
5. RETAINAGE:	$	368,910.44
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	3,320,193.92
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	2,851,184.68
8. CURRENT PAYMENT DUE	$	469,009.24
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	797,384.65

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$185,752.17	($31,965.61)
	$0.00	
Total approved this Month	$0.00	$0.00
TOTALS	$185,752.17	($31,965.61)
NET CHANGES by Change Order	$153,786.56	

The undersigned Construction Manager (CM) certifies that to the best of the CM'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 CM 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.

SUBCONTRACTOR

By: _____ Date: 4/20/2017

CONTRACTOR

By: _____ Date: _____

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect advises the Owner that to the Architect's knowledge, information and belief the Work has progressed as indicated, the Work is in general accordance with the Contract Documents, and the Contractors are entitled to payment of the AMOUNT REQUESTED.

AMOUNT REQUESTED . . . . . $ 469,009.24

(Attach explanation if amount requested differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount requested.)

ARCHITECT

By: _____ Date: _____

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

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO 14
APPLICATION DATE 12/16/16
PERIOD TO 12/31/16

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	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 10%
1	MOBILIZATION	20,000.00		20,000.00	20,000.00	-	-	20,000.00	100.00%	-	2,000.00
2	SUBMITTALS	15,000.00		15,000.00	15,000.00	-	-	15,000.00	100.00%	-	1,500.00
3	SAFETY	10,000.00		10,000.00	5,500.00	250.00	-	5,750.00	57.50%	4,250.00	575.00
4	PROGRESS MEETINGS	12,000.00		12,000.00	8,100.00	250.00	-	8,350.00	69.58%	3,650.00	835.00
5	PUNCHLIST-2%	80,000.00		80,000.00			-	-	0.00%	80,000.00	-
6	AS-BUILTS	5,000.00		5,000.00			-	-	0.00%	5,000.00	-
7	PERMIT AND BUSINESS LICENSE	15,000.00		15,000.00	15,000.00	-	-	15,000.00	100.00%	-	1,500.00
8				-			-	-		-	-
9				-			-	-		-	-
10	LIGHT FIXTURE & CONTROL PACKG	1,180,000.00		1,180,000.00	994,087.00	185,913.00	-	1,180,000.00	100.00%	-	118,000.00
11	SEISMIC	16,500.00		16,500.00	16,500.00	-	-	16,500.00	100.00%	-	1,650.00
12	DISTRIBUTION PACKAGE	325,862.00		325,862.00	325,862.00	-	-	325,862.00	100.00%	-	32,586.20
13	EMERGENCY GENERATOR	82,950.00		82,950.00	82,950.00	-	-	82,950.00	100.00%	-	8,295.00
14	TEMP CONSTRUCTION SERVICE-Material	34,800.00		34,800.00	34,800.00	-	-	34,800.00	100.00%	-	3,480.00
15	TEMP CONSTRUCTION SERVICE-Labor	36,000.00		36,000.00	36,000.00	-	-	36,000.00	100.00%	-	3,600.00
16	FIRE ALARM	210,000.00		210,000.00	119,000.00	45,000.00	-	164,000.00	78.10%	46,000.00	16,400.00
17	LIGHTNING PROTECTION	50,000.00		50,000.00	5,000.00	20,000.00	-	25,000.00	50.00%	25,000.00	2,500.00
18				-			-	-		-	-
19				-			-	-		-	-
20	SITE			-			-	-		-	-
21	PRIMARY DUCT BANK-Material	22,000.00		22,000.00	22,000.00	-	-	22,000.00	100.00%	-	2,200.00
22	PRIMARY DUCT BANK-Labor	15,350.00		15,350.00	15,350.00	-	-	15,350.00	100.00%	-	1,535.00
23	SECONDARY DUCT BANK-Material	16,700.00		16,700.00	16,700.00	-	-	16,700.00	100.00%	-	1,670.00
24	SECONDARY DUCT BANK-Labor	13,250.00		13,250.00	13,250.00	-	-	13,250.00	100.00%	-	1,325.00
25	SECONDARY FEEDERS-Material	24,000.00		24,000.00	24,000.00	-	-	24,000.00	100.00%	-	2,400.00
26	SECONDARY FEEDERS-Labor	13,250.00		13,250.00	13,250.00	-	-	13,250.00	100.00%	-	1,325.00
27	SITE EQUIPMENT PADS-Material	15,000.00		15,000.00	15,000.00	-	-	15,000.00	100.00%	-	1,500.00
28	SITE EQUIPMENT PADS-Labor	8,300.00		8,300.00	8,300.00	-	-	8,300.00	100.00%	-	830.00
29	SITE POWER & LIGHTING-Material	17,500.00		17,500.00	15,425.00	-	-	15,425.00	88.14%	2,075.00	1,542.50
30	SITE POWER & LIGHTING-Labor	12,800.00		12,800.00	11,500.00	-	-	11,500.00	89.84%	1,300.00	1,150.00
31	SUBLEVEL			-			-	-		-	-
32	CONDUIT ROUGH IN-Material	27,500.00		27,500.00	25,600.00	-	-	25,600.00	93.09%	1,900.00	2,560.00
33	CONDUIT ROUGH IN-Labor	24,600.00		24,600.00	22,900.00		-	22,900.00	93.09%	1,700.00	2,290.00
34	WIRE INSTALL-Material	10,500.00		10,500.00	8,500.00	-	-	8,500.00	80.95%	2,000.00	850.00
35	WIRE INSTALL-Labor	15,500.00		15,500.00	12,500.00	-	-	12,500.00	80.65%	3,000.00	1,250.00

R - 20456

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached
In tabulations below, amounts are stated to the nearest dollar
Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO: 14
APPLICATION DATE: 12/15/16
PERIOD TO: 12/31/16

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	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 10%
36	LIGHITNG INSTALL-Material	1,560.00		1,560.00		1,000.00	-	1,000.00	64.10%	560.00	100.00
37	LIGHITNG INSTALL-Labor	12,600.00		12,600.00		8,100.00	-	8,100.00	64.29%	4,500.00	810.00
38	DISTRIBUTION EQUIP INSTALL-Material	4,500.00		4,500.00	4,500.00	-	-	4,500.00	100.00%	-	450.00
39	DISTRIBUTION EQUIP INSTALL-Labor	6,800.00		6,800.00	6,800.00	-	-	6,800.00	100.00%	-	680.00
40	FINISH DEVICES-Material	2,650.00		2,650.00			-	-	0.00%	2,650.00	-
41	FINISH DEVICES-Labor	3,340.00		3,340.00			-	-	0.00%	3,340.00	-
42	DISTRIBUTION CONDUITS-Material	56,500.00		56,500.00	56,500.00		-	56,500.00	100.00%	-	5,650.00
43	DISTRIBUTION CONDUITS-Labor	51,000.00		51,000.00	51,000.00		-	51,000.00	100.00%	-	5,100.00
44	FEEDER WIRE-Material	38,800.00		38,800.00	38,800.00	-	-	38,800.00	100.00%	-	3,880.00
45	FEEDER WIRE-Labor	31,600.00		31,600.00	31,600.00	-	-	31,600.00	100.00%	-	3,160.00
46	BUSDUCT INSTALL-Material	6,500.00		6,500.00	6,500.00	-	-	6,500.00	100.00%	-	650.00
47	BUSDUCT INSTALL-Labor	21,800.00		21,800.00	21,800.00	-	-	21,800.00	100.00%	-	2,180.00
48				-			-	-		-	-
49	1ST FLOOR			-			-	-		-	-
50	SLAB COUNDUIT ROUGH IN-Material	18,750.00		18,750.00	18,750.00	-	-	18,750.00	100.00%	-	1,875.00
51	SLAB COUNDUIT ROUGH IN-Labor	14,750.00		14,750.00	14,750.00	-	-	14,750.00	100.00%	-	1,475.00
52	WALL/CEILING COUNDUIT ROUGH IN-Material	28,900.00		28,900.00	24,750.00	4,150.00	-	28,900.00	100.00%	-	2,890.00
53	WALL/CEILING COUNDUIT ROUGH IN-Labor	35,000.00		35,000.00	30,000.00	5,000.00		35,000.00	100.00%	-	3,500.00
54	WIRE INSTALL-Material	11,000.00		11,000.00	9,350.00	1,650.00		11,000.00	100.00%	-	1,100.00
55	WIRE INSTALL-Labor	13,500.00		13,500.00	11,475.00	2,025.00		13,500.00	100.00%	-	1,350.00
56	FINISH DEVICES-Material	14,500.00		14,500.00				-	0.00%	14,500.00	-
57	FINISH DEVICES-Labor	6,500.00		6,500.00				-	0.00%	6,500.00	-
58	LIGHITNG INSTALL-Material	4,600.00		4,600.00	3,700.00	-		3,700.00	80.43%	900.00	370.00
59	LIGHITNG INSTALL-Labor	26,300.00		26,300.00	21,050.00	-		21,050.00	80.04%	5,250.00	2,105.00
60				-				-		-	-
61	2ND FLOOR			-				-		-	-
62	SLAB COUNDUIT ROUGH IN-Material	13,000.00		13,000.00	13,000.00	-		13,000.00	100.00%	-	1,300.00
63	SLAB COUNDUIT ROUGH IN-Labor	11,500.00		11,500.00	11,500.00	-		11,500.00	100.00%	-	1,150.00
64	WALL/CEILING COUNDUIT ROUGH IN-Material	24,000.00		24,000.00	22,250.00	1,750.00		24,000.00	100.00%	-	2,400.00
65	WALL/CEILING COUNDUIT ROUGH IN-Labor	32,800.00		32,800.00	30,440.00	2,360.00		32,800.00	100.00%	-	3,280.00
66	WIRE INSTALL-Material	8,900.00		8,900.00	8,900.00	-		8,900.00	100.00%	-	890.00
67	WIRE INSTALL-Labor	10,400.00		10,400.00	10,400.00	-		10,400.00	100.00%	-	1,040.00
68	FINISH DEVICES-Material	9,250.00		9,250.00				-	0.00%	9,250.00	-
69	FINISH DEVICES-Labor	6,500.00		6,500.00				-	0.00%	6,500.00	-
70	LIGHITNG INSTALL-Material	3,500.00		3,500.00	1,750.00	-		1,750.00	50.00%	1,750.00	175.00

R - 20457

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar
Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO 14
APPLICATION DATE: 12/15/16
PERIOD TO 12/31/16

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	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 10%
71	LIGHITNG INSTALL-Labor	34,400.00		34,400.00	17,200.00	-		17,200.00	50.00%	17,200.00	1,720.00
72				-				-		-	-
73				-				-		-	-
74				-				-		-	-
75	3RD FLOOR			-				-		-	-
76	SLAB ROUGH IN-Material	3,700.00		3,700.00	3,700.00	-		3,700.00	100.00%	-	370.00
77	SLAB ROUGH IN-Labor	7,800.00		7,800.00	7,800.00	-		7,800.00	100.00%	-	780.00
78	GUESTROOM ROUGH IN-Material	50,850.00		50,850.00	48,350.00	2,500.00		50,850.00	100.00%	-	5,085.00
79	GUESTROOM ROUGH IN-Labor	99,500.00		99,500.00	94,540.00	4,960.00		99,500.00	100.00%	-	9,950.00
80	OVERHEAD/ ROUGH IN-Material	3,650.00		3,650.00	3,300.00	350.00		3,650.00	100.00%	-	365.00
81	OVERHEAD/ ROUGH IN-Labor	6,500.00		6,500.00	5,850.00	650.00		6,500.00	100.00%	-	650.00
82	WIRE INSTALL-Material	4,500.00		4,500.00	4,500.00	-		4,500.00	100.00%	-	450.00
83	WIRE INSTALL-Labor	6,800.00		6,800.00	6,800.00	-		6,800.00	100.00%	-	680.00
84	GUESTROOM FINISHES-Material	950.00		950.00				-	0.00%	950.00	-
85	GUESTROOM FINISHES-Labor	1,250.00		1,250.00				-	0.00%	1,250.00	-
86				-				-		-	-
87				-				-		-	-
88	4TH FLOOR			-				-		-	-
89	SLAB ROUGH IN-Material	3,700.00		3,700.00	3,700.00	-		3,700.00	100.00%	-	370.00
90	SLAB ROUGH IN-Labor	7,800.00		7,800.00	7,800.00	-		7,800.00	100.00%	-	780.00
91	GUESTROOM ROUGH IN-Material	49,850.00		49,850.00	32,500.00	17,350.00		49,850.00	100.00%	-	4,985.00
92	GUESTROOM ROUGH IN-Labor	99,600.00		99,600.00	64,750.00	34,850.00		99,600.00	100.00%	-	9,960.00
93	OVERHEAD/ ROUGH IN-Material	3,650.00		3,650.00	2,950.00	-		2,950.00	80.82%	700.00	295.00
94	OVERHEAD/ ROUGH IN-Labor	6,500.00		6,500.00	5,200.00	-		5,200.00	80.00%	1,300.00	520.00
95	WIRE INSTALL-Material	4,500.00		4,500.00	3,700.00	-		3,700.00	82.22%	800.00	370.00
96	WIRE INSTALL-Labor	6,800.00		6,800.00	5,600.00	-		5,600.00	82.35%	1,200.00	560.00
97	GUESTROOM FINISHES-Material	850.00		850.00				-	0.00%	850.00	-
98	GUESTROOM FINISHES-Labor	1,250.00		1,250.00				-	0.00%	1,250.00	-
99				-				-		-	-
100				-				-		-	-
101	5TH FLOOR			-				-		-	-
102	SLAB ROUGH IN-Material	3,400.00		3,400.00	3,400.00	-		3,400.00	100.00%	-	340.00
103	SLAB ROUGH IN-Labor	7,200.00		7,200.00	7,200.00	-		7,200.00	100.00%	-	720.00
104	GUESTROOM ROUGH IN-Material	49,550.00		49,550.00	42,500.00	7,050.00		49,550.00	100.00%	-	4,955.00
105	GUESTROOM ROUGH IN-Labor	98,650.00		98,650.00	84,000.00	14,650.00		98,650.00	100.00%	-	9,865.00

R - 20458

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached
In tabulations below, amounts are stated to the nearest dollar
Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO: 14
APPLICATION DATE: 12/15/16
PERIOD TO: 12/31/16

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	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 10%
106	OVERHEAD/ ROUGH IN-Material	4,890.00		4,890.00	4,200.00	690.00		4,890.00	100.00%	-	489.00
107	OVERHEAD/ ROUGH IN-Labor	8,760.00		8,760.00	7,450.00	1,310.00		8,760.00	100.00%	-	876.00
108	WIRE INSTALL-Material	4,500.00		4,500.00	3,850.00	-		3,850.00	85.56%	650.00	385.00
109	WIRE INSTALL-Labor	6,800.00		6,800.00	5,800.00	-		5,800.00	85.29%	1,000.00	580.00
110	GUESTROOM FINISHES-Material	650.00		650.00				-	0.00%	650.00	-
111	GUESTROOM FINISHES-Labor	800.00		800.00				-	0.00%	800.00	-
112				-				-		-	-
113				-				-		-	-
114	6TH FLOOR			-				-		-	-
115	SLAB ROUGH IN-Material	4,800.00		4,800.00	4,800.00	-		4,800.00	100.00%	-	480.00
116	SLAB ROUGH IN-Labor	9,750.00		9,750.00	9,750.00	-		9,750.00	100.00%	-	975.00
117	GUESTROOM ROUGH IN-Material	29,880.00		29,880.00	8,800.00	21,080.00		29,880.00	100.00%	-	2,988.00
118	GUESTROOM ROUGH IN-Labor	52,640.00		52,640.00	15,680.00	36,960.00		52,640.00	100.00%	-	5,264.00
119	OVERHEAD/ ROUGH IN-Material	6,640.00		6,640.00		6,640.00		6,640.00	100.00%	-	664.00
120	OVERHEAD/ ROUGH IN-Labor	8,950.00		8,950.00		8,950.00		8,950.00	100.00%	-	895.00
121	WIRE INSTALL-Material	7,850.00		7,850.00	1,975.00	4,700.00		6,675.00	85.03%	1,175.00	667.50
122	WIRE INSTALL-Labor	10,550.00		10,550.00	2,650.00	6,400.00		9,050.00	85.78%	1,500.00	905.00
123	GUESTROOM FINISHES-Material	1,450.00		1,450.00				-	0.00%	1,450.00	-
124	GUESTROOM FINISHES-Labor	2,850.00		2,850.00				-	0.00%	2,850.00	-
125				-				-		-	-
126	7TH FLOOR			-				-		-	-
127	SLAB ROUGH IN-Material	5,250.00		5,250.00	5,250.00	-		5,250.00	100.00%	-	525.00
128	SLAB ROUGH IN-Labor	11,250.00		11,250.00	11,250.00	-		11,250.00	100.00%	-	1,125.00
129	GUESTROOM ROUGH IN-Material	30,550.00		30,550.00	7,650.00	22,900.00	-	30,550.00	100.00%	-	3,055.00
130	GUESTROOM ROUGH IN-Labor	62,160.00		62,160.00	15,560.00	46,600.00	-	62,160.00	100.00%	-	6,216.00
131	OVERHEAD/ ROUGH IN-Material	6,200.00		6,200.00		3,100.00	-	3,100.00	50.00%	3,100.00	310.00
132	OVERHEAD/ ROUGH IN-Labor	8,750.00		8,750.00		4,400.00	-	4,400.00	50.29%	4,350.00	440.00
133	WIRE INSTALL-Material	8,600.00		8,600.00	2,150.00	5,000.00	-	7,150.00	83.14%	1,450.00	715.00
134	WIRE INSTALL-Labor	11,000.00		11,000.00	2,750.00	6,450.00	-	9,200.00	83.64%	1,800.00	920.00
135	GUESTROOM FINISHES-Material	1,300.00		1,300.00			-	-	0.00%	1,300.00	-
136	GUESTROOM FINISHES-Labor	2,650.00		2,650.00			-	-	0.00%	2,650.00	-
137				-			-	-		-	-
138	8TH FLOOR			-			-	-		-	-
139	SLAB ROUGH IN-Material	7,500.00		7,500.00	7,500.00	-	-	7,500.00	100.00%	-	750.00
140	SLAB ROUGH IN-Labor	12,050.00		12,050.00	12,050.00	-		12,050.00	100.00%	-	1,205.00

R - 20459

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar
Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO: 14
APPLICATION DATE 12/15/16
PERIOD TO: 12/31/16

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	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 10%
141	GUESTROOM ROUGH IN-Material	28,670.00		28,670.00	7,360.00			7,360.00	25.67%	21,310.00	736.00
142	GUESTROOM ROUGH IN-Labor	69,850.00		69,850.00	17,785.00			17,785.00	25.46%	52,065.00	1,778.50
143	OVERHEAD/ ROUGH IN-Material	5,750.00		5,750.00		-		-	0.00%	5,750.00	-
144	OVERHEAD/ ROUGH IN-Labor	9,800.00		9,800.00				-	0.00%	9,800.00	-
145	WIRE INSTALL-Material	7,500.00		7,500.00	1,875.00	-		1,875.00	25.00%	5,625.00	187.50
146	WIRE INSTALL-Labor	9,600.00		9,600.00	2,400.00	-		2,400.00	25.00%	7,200.00	240.00
147	GUESTROOM FINISHES-Material	2,600.00		2,600.00				-	0.00%	2,600.00	-
148	GUESTROOM FINISHES-Labor	6,740.00		6,740.00				-	0.00%	6,740.00	-
149				-				-		-	-
150	9TH FLOOR-ROOF TERRACE			-				-		-	-
151	SLAB ROUGH IN-Material	4,700.00		4,700.00	4,700.00			4,700.00	100.00%	-	470.00
152	SLAB ROUGH IN-Labor	5,800.00		5,800.00	5,800.00			5,800.00	100.00%	-	580.00
153	OVERHEAD/ ROUGH IN-Material	7,600.00		7,600.00		2,500.00		2,500.00	32.89%	5,100.00	250.00
154	OVERHEAD/ ROUGH IN-Labor	9,500.00		9,500.00		3,100.00		3,100.00	32.63%	6,400.00	310.00
155	WIRE INSTALL-Material	4,400.00		4,400.00	1,800.00	650.00		2,450.00	55.68%	1,950.00	245.00
156	WIRE INSTALL-Labor	6,300.00		6,300.00	2,525.00	1,000.00		3,525.00	55.95%	2,775.00	352.50
157	LIGHITNG/DEVICE FINISHES-Material	10,500.00		10,500.00	3,200.00	-		3,200.00	30.48%	7,300.00	320.00
158	LIGHITNG/DEVICE FINISHES-Labor	21,600.00		21,600.00	6,500.00	-		6,500.00	30.09%	15,100.00	650.00
159				-				-	#DIV/0!	-	-
160				-				-	#DIV/0!	-	-
161				-				-	#DIV/0!	-	-
162	CHANGE ORDERS			-				-	#DIV/0!	-	-
163	Change order #1-Switchboard LSP Upgrade	19,491.47		19,491.47	19,491.47	-		19,491.47	100.00%	-	1,949.15
164	Change Order #2-Busport Receptacles	13,579.29		13,579.29	13,579.29	-		13,579.29	100.00%	-	1,357.93
165	Change Order #3-Mods #2 & #4	70,979.02		70,979.02	70,979.02	-		70,979.02	100.00%	-	7,097.90
166	FWO-Supplemental Instruction 36 Week 1	18,710.00		18,710.00	18,710.00	-		18,710.00	100.00%	-	1,871.00
167	Change Order #4-Mod #1	(31,965.61)		(31,965.61)				-	0.00%		-
168	FWO-Supplemental Instruction 36 Week 2	22,359.20		22,359.20	22,359.20	-		22,359.20	100.00%	-	2,235.92
169	FWO L7 and L8 Cable Testing	2,595.05		2,595.05	2,595.05			2,595.05	100.00%	-	259.51
170	FWO 3rd Floor Shower Niche Switch Rewowrk	5,561.48		5,561.48	5,561.48			5,561.48	100.00%	-	556.15
171	FWO Rework Queen Mock Up	1,344.60		1,344.60	1,344.60			1,344.60	100.00%	-	134.46
172	FWO Rework King Mock Up	1,818.50		1,818.50	1,818.50			1,818.50	100.00%	-	181.85
173	FWO 1st Floor Chandelier Light Box Rework	1,505.37		1,505.37	1,505.37			1,505.37	100.00%	-	150.54
174	Modification #5	27,808.59		27,808.59	20,000.00			20,000.00	71.92%	7,808.59	2,000.00

R - 20460

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar
Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO: 14
APPLICATION DATE: 12/15/16
PERIOD TO: 12/31/16

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (H - E)	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 10%
175	Credit Line Item 168	-		-		(1,116.63)					
176	Credit Line Item 174	-		-		(20,000.00)					
177		-		-				-	#DIV/0!	-	-
	GRAND TOTALS	4,117,578.96	0.00	4,117,578.96	3,167,982.98	521,121.37	0.00	3,689,104.35	89.59%	428,474.61	14,569.90

R - 20461

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	3/20/2017

PRIME SUB'S NAME	Watson Elect
Attachment for Pay Req #:	17
for Month Ending:	3/31/2017

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	**Indicate if tier is based in county of Project**	**Notice to Owner Filed?(NTO) (Yes/No)**	**Date NTO Filed:**	**Bonded Sub? (Yes/No)**	**Has tier billed for work to date? select: (Yes/No)**		**Cumulative dollar amount tier billed for work/materials to date:**	**Tier's most recent invoice is dated through:**	**Tier's most recent release is dated through: *(as need on releases)***	**Tier's most recent release is PARTIAL or FINAL? Select One**		**Comments:**
SAMPLE TIER *123 Example Dr.* *Somewhere, NC 27607* *919-834-1234*	*yes - PIT*	*NO*	*N/A*		*YES*	*NO*	*$12,123.00*	*4/27/2010*	*3/31/2010*	*PARTIAL*	*FINAL*	*thru March 2010*
NextGen LLC 131 Dalliana Way, Suite B Summerville, SC 29483 843-871-8630	Yes	No	N/A	No	YES	(NO)	$119,000.00	2/28/2017	2/28/2017	(PARTIAL)	FINAL	
Shealy Elecrical Wholesalers 10009 Highway 78 Ladson, SC 843-879-0232	No	No	N/A	No	(YES)	NO	$791,533.15	12/1/2016	✓ 12/1/2016	(PARTIAL)	FINAL	
Hagemeyer North America 4790 Goer Drive North Charleston, SC 29406 843-991-6832	Yes	No	N/A	No	YES	(NO)	$329,849.26	4/20/2017	✓ 4/20/2017	(PARTIAL)	FINAL	
Lightning Protection Solutions Marietta, Ga 770-402-1789	No	No	N/A	No	YES	(NO)	$0.00	N/A		PARTIAL	FINAL	Not on site yet
Chapman Company 3168 Sand Marsh Lane Mt. Pleasant, SC 29566 843-881-0051	Yes	No	N/A	No	YES	(NO)	$5,400.00	3/15/2016	3/15/2016	PARTIAL	FINAL	
LMW, LLC (excavator) 111 Linwood Drive Summerville, SC 843-871-4604	No	No	N/A	No	YES	(NO)	$0.00	N/A		PARTIAL	(FINAL)	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

R - 20462

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty Construction

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

Undersigned, Shealy Electrical Wholesalers, Inc. (Name of Vendor), pursuant to a contract or agreement with: Balfour Beatty Construction, LLC ("BBC"), Watson Electrical Contruction Co. LLC (Name of Subcontractor) a subcontractor to BBC or a sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as: Hotel at Marion Square (Name or Description of Project) ("Project") which is located at 404 King Street. Charleston, SC 29403 (Street Address) in the City of Charleston, and County of Charleston, and is owned by Library Associates, LLC. (Name of Owner) ("Owner").

Subcontractor has been paid and received payment of $ $ 791,533.15 (Amount to be paid to Vendor) the sufficiency of which is hereby acknowledged and confessed, and as such Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and bonds or bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through ~~12/1/2017~~ 2/1/17 (Insert date through which release is given) (the "Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact cost and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

NA

(Describe here or set out in an Attachment "A" which must be identified here and attached, all extras not included in the Release. Failure to describe any extras as excluded shall be a waiver and release of any right to payment for such work.)

Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subcontractor further affirms, represents and warrants that, except as noted above: (1) Subcontractor has no lien or claim of lien, either actual or or claim of lien, either actual or potential, bond right or claim, or contractual right or claim for payment with respect to any Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date; and, (2) all persons and entities that have performed or rendered labor or services, or supplied or furnished materials, equipment, furniture and furnishings, to Subcontractor in connection with the Work have been paid in full all undisputed amounts, and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

NOTICE: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.

Subcontractor acknowledges, affirms, represents and warrants that it has fully reviewed the terms and conditions of this waiver, that it is fully informed with respect to the legal effect of this waiver, and that it accepts the terms and conditions of waiver in return for the payment recited above.

Given under hand and seal this 20th day of April 20 17.

Shealy Electrical Wholesalers, Inc.
(Name of Vendor)

Michael D. Seago
Signature

By: Michael D. Seago-Sr. Credit Analyst
(Print or Type the Signers Name and Title)

STATE OF SC

COUNTY OF Richland

The foregoing instrument was signed, sealed and acknowledged before me this 20th day of April 20 17, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: John A. Scott Jr.
Notary Public

My Commission expires: July 2, 2022

JOHN A. SCOTT, JR. NOTARY PUBLIC Exp. July 2, 2022 SOUTH CAROLINA

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty Construction

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned, VALLEN DISTRIBUTION FKA HAGEMEYER NA (Name of Vendor), pursuant to a contract or agreement with: Balfour Beatty Construction, LLC ("BBC"), VALLEN DISTRIBUTION FKA HAGEMEYER NA (Name of Subcontractor) a subcontractor to BBC or a sub-subcontractor under which Subcontractor agreed to furnish labor, services, materials and/or equipment ("Work") for the construction of certain improvements on the work of improvement commonly known as: Hotel at Marion Square (Name or Description of Project) ("Project") which is located at 404 King Street, Charleston, SC 29403 (Street Address) In the City of Charleston, and County of Charleston, and is owned by Library Associates, LLC. (Name of Owner) ("Owner").

Subcontractor has been paid and received payment of $ $ 329,849.26 (Amount to be paid to Vendor) the sufficiency of which is hereby acknowledged and confessed, and as such Subcontractor hereby: (1) waives, releases and relinquishes any and all liens and claims of lien, actual or potential, and bonds or bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through 4/20/2017 (Insert date through which release is given) (the "Release Period"); and, (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project through the Release Period including any claims for extended or additional job costs and overhead, lost profits, impact cost and the like, as well as claims and demands arising from any contended delays, disruptions or changes to the Work, except with regard to retainage amounts and compensation for extra work but only to the extent such extra work is specifically identified below:

$15,595.60

(Describe here or set out in an Attachment "A" which must be identified here and attached, all extras not included in the Release. Failure to describe any extras as excluded shall be a waiver and release of any right to payment for such work.)

Subcontractor hereby acknowledges payment in full of all amounts previously being due and payable to the undersigned for the Work. Subcontractor further affirms, represents and warrants that, except as noted above: (1) Subcontractor has no lien or claim of lien, either actual or or claim of lien, either actual or potential, bond right or claim, or contractual right or claim for payment with respect to any Work performed, rendered, supplied or furnished by Subcontractor prior to the Release Date; and, (2) all persons and entities that have performed or rendered labor or services, or supplied or furnished materials, equipment, furniture and furnishings, to Subcontractor in connection with the Work have been paid in full all undisputed amounts, and Subcontractor has no knowledge of the filing of any lien, claim of lien, bond claim or contractual claim for payment by any such person or entity with respect to the Project.

NOTICE: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.

Subcontractor acknowledges, affirms, represents and warrants that it has fully reviewed the terms and conditions of this waiver, that it is fully informed with respect to the legal effect of this waiver, and that it accepts the terms and conditions of waiver in return for the payment recited above.

Given under hand and seal this 20th day of April 20 17.

VALLEN DISTRIBUTION FKA HAGEMEER NA
(Name of Vendor)

signature

By: WILLIAM HUTCHINS, CREDIT MANAGER
(Print or Type the Signers Name and Title)

STATE OF GEORGIA

COUNTY OF FORSTYH

The foregoing instrument was signed, sealed and acknowledged before me this 20th day of April 20 17, by the aforesaid representative, having been duly sworn and stating and affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: Colleen E. Strateneyer
Notary Public

My Commission expires: 1/30/2018

COLLEEN E STRATENEYER NOTARY PUBLIC FORSYTH CO., GEORGIA MY COMMISSION EXPIRES JAN. 30 2018 (Notary Seal)

ACORD 24 (1/95)

Material Bill of Sale

TO: Balfour Beatty Construction, LLC

REGARDING: Material Bill of Sale, Conditional Upon Receipt of Payment

DATE: April 20, 2017

We hereby transfer, convey and assign title for the property described below and located at the address indicated below to BALFOUR BEATTY CONSTRUCTION, LLC for the sum of $185,913.00 _____ Dollars.

We further certify that we have full title to this material and that we will defend same against any and all claims.

Material Description: Contractor Furnsihed light fixtures

Stored Address: Shealy Electrical Distributors
1553 King Street Ext Suite B
Charleston, South Carolina

Sum Total Value: $1,180,000.00

Witness:

Cherie Clubb

PM Assistant

Subcontractor:

Dale WInoivch

Project Manager
Name & Title

State of South Carolina County of Charleston

The foregoing instrument was acknowledged before me this 20 day of April 20 17, by Dale Winovich as Project Manager of Watson Elcetrical

CHERIE CLUBB
Notary Public, South Carolina
My Commission Expires
April 22, 2022

My Commission Expires: _____ (Seal)
Notary Public

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

As of 04-30-17

		STORED MAT TOTAL	STORED ADDS
	MATERIAL SUPPLIER	OPENING INVENTORY	INVENTORY ADDITIONS THIS PERIOD
January	SHEALY	$ 588,541.39	
February	SHEALY	$ 298,541.39	$ 405,545.61
March	SHEALY	$ 503,087.00	$ -
APRIL	SHEALY	$ 447,087.00	$ -
May	SHEALY	$ 304,087.00	

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

MOVED TO SITE INVENTORY USED THIS PERIOD	IN STORAGE CLOSING INVENTORY
$ 290,000.00	$ 298,541.39
$ 201,000.00	$ 503,087.00
$ 56,000.00	$ 447,087.00
$ 143,000.00	$ 304,087.00
	$ 304,087.00

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCN #	CCN Date	Rec'd Date	Description	Start Date	Due Date	Status
1	7/17/2015	7/17/2015	Busport Projector Screen Recepts	7/17/2015	7/17/2015	Approved
4	8/7/2015	8/7/2015	INCOMING COMM SERVICE RFI #49	8/7/2015	8/7/2015	Pending
6	8/25/2015	8/25/2015	Switchgear Size Increase	8/25/2015	8/25/2015	Approved
8	10/26/2015	10/26/2015	Modification #1	10/26/2015	10/26/2015	Covered by Directive
9	10/27/2015	10/27/2015	Supplemental Instruction #21	10/27/2015	10/27/2015	Pending
12	12/15/2015	12/15/2015	Mock Up Room Changes	12/15/2015	12/15/2015	Pending
13	12/15/2015	12/15/2015	Modification #2	12/15/2015	12/15/2015	Covered by Directive
14	12/23/2015	12/23/2015	Guestroom Closet Fixtures	12/23/2015	12/23/2015	Pending
15	1/4/2016	1/4/2016	Office Trailer	1/4/2016	1/4/2016	Pending
16	1/15/2016	1/15/2016	LIGHT FIXTURE PACKAGE DESIGN CHANGES	1/15/2016	1/15/2016	Pending
17	3/21/2016	3/21/2016	RFP 3rd Floor Lanterns	3/21/2016	3/21/2016	Pending
18	3/31/2016	3/31/2016	Modification #4	3/31/2016	3/31/2016	Covered by Directive
22	5/26/2016	5/26/2016	Modification #5	5/26/2016	5/26/2016	Covered by Directive
23	6/17/2016	6/17/2016	Rework Service Undergrounds	6/17/2016	6/17/2016	Pending
24	8/8/2016	8/8/2016	Modification #6	8/8/2016	8/8/2016	Covered by Directive
26	8/29/2016	8/29/2016	RFI 0635 STORM WATER SUMP PUMP	8/29/2016	8/29/2016	Pending
27	9/7/2016	9/7/2016	Modification 7	9/7/2016	9/7/2016	Covered by Directive
29	11/7/2016	11/7/2016	Carolina Revised Brackets	11/7/2016	11/7/2016	Pending
30	11/8/2016	11/8/2016	Supplemental Instruction #32	11/8/2016	11/8/2016	Pending
31	11/23/2016	11/23/2016	MHS Private Dining 147-Lighting Rework	11/23/2016	11/23/2016	Pending
39	12/20/2016	12/20/2016	Vehicle Lift Upgrades	12/20/2016	12/20/2016	Pending
41	1/5/2017	1/5/2017	7th Floor Damages	1/5/2017	1/5/2017	Pending
42	1/5/2017	1/5/2017	8TH Floor Damages	1/5/2017	1/5/2017	Pending
43	1/6/2017	1/6/2017	KITCHEN UTILITY DISTIBUTION FEED	1/6/2017	1/6/2017	Pending

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CCN #	CCN Date	Rec'd Date	Description	Start Date	Due Date	Status
1	7/17/2015	7/17/2015	Busport Projector Screen Recepts	7/17/2015	7/17/2015	Approved
4	8/7/2015	8/7/2015	INCOMING COMM SERVICE RFI #49	8/7/2015	8/7/2015	Pending
6	8/25/2015	8/25/2015	Switchgear Size Increase	8/25/2015	8/25/2015	Approved
8	10/26/2015	10/26/2015	Modification #1	10/26/2015	10/26/2015	Cover By Directive
9	10/27/2015	10/27/2015	Supplemental Instruction #21	10/27/2015	10/27/2015	Pending
12	12/15/2015	12/15/2015	Mock Up Room Changes	12/15/2015	12/15/2015	Pending
13	12/15/2015	12/15/2015	Modification #2	12/15/2015	12/15/2015	Cover By Directive
14	12/23/2015	12/23/2015	Guestroom Closet Fixtures	12/23/2015	12/23/2015	Pending
15	1/4/2016	1/4/2016	Office Trailer	1/4/2016	1/4/2016	Pending
16	1/15/2016	1/15/2016	LIGHT FIXTURE PACKAGE DESIGN CHANGES	1/15/2016	1/15/2016	Pending
17	3/21/2016	3/21/2016	RFP 3rd Floor Lanterns	3/21/2016	3/21/2016	Pending
18	3/31/2016	3/31/2016	Modification #4	3/31/2016	3/31/2016	Cover By Directive
22	5/26/2016	5/26/2016	Modification #5	5/26/2016	5/26/2016	Cover By Directive
23	6/17/2016	6/17/2016	Rework Service Undergrounds	6/17/2016	6/17/2016	Pending
24	8/8/2016	8/8/2016	Modification #6	8/8/2016	8/8/2016	Cover By Directive
26	8/29/2016	8/29/2016	RFI 0635 STORM WATER SUMP PUMP	8/29/2016	8/29/2016	Pending
27	9/7/2016	9/7/2016	Modification 7	9/7/2016	9/7/2016	Cover By Directive
29	11/7/2016	11/7/2016	Carolina Revised Brackets	11/7/2016	11/7/2016	Pending
30	11/8/2016	11/8/2016	Supplemental Instruction #32	11/8/2016	11/8/2016	Pending
31	11/23/2016	11/23/2016	MHS Private Dining 147-Lighting Rework	11/23/2016	11/23/2016	Pending
39	12/20/2016	12/20/2016	Vehicle Lift Upgrades	12/20/2016	12/20/2016	Pending
40	12/27/2016	12/21/2016	Modification 8	12/27/2016	12/27/2016	Pending
41	1/5/2017	1/5/2017	7th Floor Damages	1/5/2017	1/5/2017	Pending
42	1/5/2017	1/5/2017	8TH Floor Damages	1/5/2017	1/5/2017	Pending
43	1/6/2017	1/6/2017	KITCHEN UTILITY DISTIBUTION FEED	1/6/2017	1/6/2017	Pending
44	1/16/2017	1/16/2017	BOOSTER HEATERS	1/16/2017	1/16/2017	Pending
45	1/24/2017	1/24/2017	T&M 1/4/17 Private Dining 146	1/24/2017	1/24/2017	Cover By Directive
46	1/24/2017	1/24/2017	T&M 1/21/17 Mock Up Rework Queen	1/24/2017	1/24/2017	Cover By Directive
47	1/24/2017	1/24/2017	T&M 1/21/17 Mock Up Rework King	1/24/2017	1/24/2017	Cover By Directive
48	2/6/2017	2/6/2017	Rework Switches-3rd Floor Shower Niches	2/6/2017	2/6/2017	Cover By Directive
50	2/9/2017	2/9/2017	LOW VOLTAGE SLEEVEES FLOORS 1 AND 2	2/9/2017	2/9/2017	Cover By Directive
49	2/9/2017	2/9/2017	COORIDOR DCI MARKUPS	2/9/2017	2/9/2017	Cover By Directive
54	2/9/2017	2/9/2017	COORIDOR DCI MARKUPS 5-8	2/9/2017	2/9/2017	Cover By Directive
52	2/15/2017	2/15/2017	SUPPLEMENTAL INSTURCTION 36 WEEK 2	2/15/2017	2/15/2017	Cover By Directive
51	2/15/2017	2/15/2017	SUPPLEMENTAL INSTURCTION 36 WEEK 1	2/15/2017	2/15/2017	Cover By Directive
53	2/16/2017	2/16/2017	1ST FLR CHANDLIER BOX RE WORK	2/16/2017	2/16/2017	Cover By Directive

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request # 5
Work Performed Through: 04/30/17

Subcontractor's Name: Low Country Case & Millwork, Inc.
Subcontractor's Address: 3270 Benchmark Drive
Ladson, SC 29456

Phone Number: 704-609-5116
Fax Number:

Project Name: Hotel at Marion Square Job No.: 13026100 Date: 04/21/17
Owner: Library Associates, LLC

Description of Work: Casework & Millwork Floors 1, 2, & 9

Original Contract Amount	$1,071,713.00	
Change Order Total	$30,013.00	
Through C/O #: 0		
Total Revised Contract	$1,101,726.00	
Previous Work Performed to Date(SSR)	$196,080.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$73,079.00	
Current Month Gross	$23,138.00	
New Work Performed to Date	$292,297.00	
Less 10 % Retainage	$29,229.70	
Amount Earned to Date	$263,067.30	
Less Previous Net Billings	$176,472.00	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$86,595.30	

Subcontract [X] Purchase Order [ ]
Other Contract Type:
Unit Price [ ] Lump Sum [X]
Bonded [-] Unbonded [X]
Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	Finaled	
Insurance Expiration Date	08/04/17	
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site	Y [ ]	N [X]
If yes, attach stored materials checklist		
Final Payment	Y [ ]	N [X]
If yes, see attached checklist		

Owner Billing Number: N/A
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #:

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50000	3798186	13026000	
Date	**Invoice #**	**Description**		
04/30/17	13026100 - 05	13026100 . PE# 05 . 170430		
Gross Amount		**Retainage Amt**	**Net Amount**	
$23,138.00		$29,229.70	$86,595.30	
Trade Account?	**Tax Code**	**Pay Item & Cost Code**		**Accrue Tax?**
NO				NO

Hall Codes: PM APP Stored Materials
O/F

Approvals:
PM / Date
CA 04/21/17
PA / Date
APA / Date

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO CONSTRUCTION MANAGER
Balfour Beatty Construction
1930 Camden Rd. Suite 280
Charlotte, NC 28210

FROM CONTRACTOR
Low Country Case and Millwork
3270 Benchmark Drive
Ladson, SC 29456

CONTRACT FOR CONSTRUCTION

PROJECT: **HOTEL AT MARION SQUARE - Cor**

VIA ARCHITECT:

APPLICATION NO: **5**

PERIOD TO: **42674**

PROJECT NO: **#13026000**

Distribution to:
- [X] OWNER
- [X] ARCHITECT
- [X] INSPECTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	1,071,713.00
2. Net change by Change Orders	$	30,013.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	1,101,726.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	292,297.00
5. RETAINAGE:	$	29,229.70
a. 10% OF COMPLETED WORK (Column D + E on G703)	$	263,067.30
b. % OF STORED MATERIAL (Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		
6. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	176,472.00
7. CURRENT PAYMENT DUE	$	86,595.30
8. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	838,658.70

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this Month	$30,013.00	$0.00
TOTALS	$30,013.00	$0.00
NET CHANGES by Change Order	$30,013.00	

The undersigned Construction Manager (CM) certifies that to the best of the CM'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 CM 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.

SUBCONTRACTOR

By: David Steinlet Date: 4/20/17

CONTRACTOR

By _____ Date _____

CONSTRUCTION MANAGER

By _____ Date _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT REQUESTED $ 86,595.30

(Attach explanation if amount requested differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount requested.)

ARCHITECT

By _____ Date _____

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

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

©703-1992

R - 20471

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, ...
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 5
APPLICATION DATE: 4/20/17
PERIOD TO: 4/30/17

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E-F)	WORK COMPLETED THIS PERIOD (G-E)	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
1	1st Floor - Millwork	296,567.00	-	296,567.00	74,958.00	51,920.00	-	126,878.00	42.75%	169,689.00	12,987.80
2	1st Floor - Casework	163,776.00		163,776.00			-	-	0.00%	163,776.00	-
3	2nd Floor - Millwork	255,473.00		255,473.00	68,107.00		23,138.00	91,245.00	35.72%	164,228.00	9,124.50
4	2nd Floor - Casework	42,175.00		42,175.00			-	-	0.00%	42,175.00	-
5	2nd Floor Spa - Millwork	44,442.00		44,442.00	18,021.00		-	18,021.00	40.55%	26,421.00	1,802.10
6	Concierge - Millwork	16,340.00		16,340.00			-	-	0.00%	16,340.00	-
7	Concierge - Casework	4,654.00		4,654.00			-	-	0.00%	4,654.00	-
8	Managers Apartment - Millwork	36,306.00		36,306.00			-	-	0.00%	36,306.00	-
9	Managers Apartment - Casework	20,133.00		20,133.00			-	-	0.00%	20,133.00	-
10	Rooftop - Millwork	53,959.00		53,959.00			-	-	0.00%	53,959.00	-
11	Rooftop - Casework	48,193.00		48,193.00			-	-	0.00%	48,193.00	-
12	Elevator Lobbies - Millwork	26,606.00		26,606.00			-	-	0.00%	26,606.00	-
13	Elevator Cabinets	36,949.00		36,949.00			-	-	0.00%	36,949.00	-
14	Bonding	26,140.00		26,140.00	26,140.00	-	-	26,140.00	100.00%	-	2,614.00
15	Change Order 1	-	30,013.00	30,013.00	8,854.00	21,159.00	-	30,013.00	100.00%	-	3,001.30
16				-			-	-	#DIV/0!	-	-
17				-			-	-	#DIV/0!	-	-
18				-			-	-	#DIV/0!	-	-
19				-			-	-	#DIV/0!	-	-
20				-			-	-	#DIV/0!	-	-
21				-			-	-	#DIV/0!	-	-
22				-			-	-	#DIV/0!	-	-
23				-			-	-	#DIV/0!	-	-
24				-			-	-	#DIV/0!	-	-
25				-			-	-	#DIV/0!	-	-
26				-			-	-	#DIV/0!	-	-
	GRAND TOTALS	1,071,713.00	30,013.00	1,101,726.00	196,080.00	73,079.00	23,138.00	292,297.00	27.27%	809,429.00	29,229.70

R - 20472

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000
Date Prepared:	3/20/2017
PRIME SUB'S NAME	Low Country Case and Millwork
Attachment for Pay Req #:	5
for Month Ending:	4/30/2017

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	Indicate if tier is based in county of Project	Notice to Owner Filed?(NTO) (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has tier billed for work to date? select: (Yes/No)		Cumulative dollar amount tier billed for work/materials to date:	Tier's most recent invoice is dated through:	Tier's most recent release is dated through: *(as noed on releases)*	Tier's most recent release is PARTIAL or FINAL? Select One		Comments.
SAMPLE TIER *123 Example Dr* *Somewhere, NC 27607* *919-534-1234*	*yes - PIT*	*NO*	*N/A*		YES	*NO*	*$12,123.00*	*4/27/2010*	*3/31/2010*	*PARTIAL*	*FINAL*	*thru March 2010*
Low Country Case and Millwork	Yes - Chas			Yes	YES	NO	$292,297.00	4/30/2017	4/30/2017	PARTIAL	FINAL	thru April 2017
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

R - 20473

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That Low Country Case and Millwork (the "Lienor") for and in consideration of the payment of the sum of $ 86,595.30 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 30th day of April, 20 17, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 30th day of April, 2017

Signed, sealed and delivered
in the presence of:

Constance A. Polacek
Signature
Constance A. Polacek
Print Name

Low Country Case and Millwork
a South Carolina corporation

David Stasiukaitis
Signature
David Stasiukaitis, CEO
Print Name & Title

STATE OF South Carolina
COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 30th day of April, 2017 by David Stasiukaitis CEO of Low Country Case & Millwork SC corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Amy E. Stasiukaitis
NOTARY PUBLIC, STATE OF South Carolina

STASIUKAITIS NOTARY PUBLIC MY COMMISSION EXPIRES 4/4/2022 SOUTH CAROLINA

My Commission Expires: 4-4-2022

YANDLED

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 4/20/2017

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY
Insurance Office of America, Inc.
1221 Bower Parkway
Suite 101
Columbia, SC 29212-3732

PHONE (A/C, No, Ext): (888) 326-4498

FAX (A/C, No): (803) 957-4945

E-MAIL ADDRESS:

CODE:

SUB CODE:

AGENCY CUSTOMER ID #: LOWCCAS-01

License # 0E67768

INSURED
LOW COUNTRY CASE & MILLWORK INC.
3270 Benchmark Drive
Ladson, SC 29456

COMPANY
Wesco Insurance Company
59 Maiden Lane, 6th Floor
New York, NY 10038

LOAN NUMBER

POLICY NUMBER
WPP108312004

EFFECTIVE DATE
8/4/2016

EXPIRATION DATE
8/4/2017

CONTINUED UNTIL TERMINATED IF CHECKED

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Loc # 1, Bldg # 1, 3270 Benchmark Drive, Ladson, SC 29456, Manufacturing

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED: BASIC | BROAD | SPECIAL

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Loc # 1, Bldg # 1		
Property of Others, Special (Including theft), Replacement Cost	$236,148	5,000

REMARKS (Including Special Conditions)

Special Conditions:
Pay app 2 HMS Common Areas
stored materials 236,148

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS

Balfour Beatty Construction
1930 Camden Rd
Suite 280
Charlotte, NC 28210

ADDITIONAL INSURED | LENDER'S LOSS PAYABLE | LOSS PAYEE
MORTGAGEE

LOAN #

AUTHORIZED REPRESENTATIVE

ACORD 27 (2016/03)

© 1993-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

From: Amy Stasiukaitis
Sent: 9 Dec 2016 18:55:42 +0000
To: CAshe@Balfourbeattyus.com
Cc: Spano, Tim;Starcevic, Nicholas;Dooley, Alec;Denney, Brandon;Debbie Yandle (COL);David Stasiukaitis
Subject: HMS - Common Areas Pay App 2
Attachments: Marion Square (Common) Bill 2 - Signed.pdf

Good afternoon, again. Attached you will find the pay application for the HMS – Common Areas for the month of December. I have copied Debbie Yandle to make sure you get a COI for the total stored materials in the amount of $61,258. Please let us know if you need anything further. We will follow up with proof of materials within the next week. Thanks for your patience.

Sincerely,

Amy Stasiukaitis
Office Manager/Accounts Receivable
Low Country Case and Millwork
Office: 843-797-0881 Fax: 843-797-0883
www.lccm.com



ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

From: Amy Stasiukaitis
Sent: 21 Mar 2017 11:51:37 +0000
To: Ashe, Candice
Cc: Spano, Tim;Starcevic, Nicholas;Dooley, Alec;Denney, Brandon;Debbie Yandle (COL)
Subject: HMS Common Areas Bill 4
Attachments: Stored Material Log - Common Areas.xlsx, HMS Common Bill 4 - Signed.pdf

Good morning. So sorry for the delay. Please see attached invoice for Hotel Marion Square Common Areas. I have also attached the stored materials log and copied Debbie with IOA to insure you get a COI to cover the updated stored materials amount of $167,789. We will be following up with pictures of the stored materials. We really do appreciate your patience.

Sincerely,

Amy Stasiukaitis
Accounting and Office Manager
Low Country Case and Millwork
Office: 843-797-0881 Fax: 843-797-0883
www.lccm.com

BROOKSS

ACORD

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
4/26/2017

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY
Insurance Office of America, Inc.
1221 Bower Parkway
Suite 101
Columbia, SC 29212-3732

PHONE (A/C, No, Ext): (888) 326-4498

FAX (A/C, No): (803) 957-4945

E-MAIL ADDRESS:

CODE:

SUB CODE:

AGENCY CUSTOMER ID #: LOWCCAS-01

License # 0E67768

INSURED
LOW COUNTRY CASE & MILLWORK INC.
3270 Benchmark Drive
Ladson, SC 29456

COMPANY
Wesco Insurance Company
59 Malden Lane, 6th Floor
New York, NY 10038

LOAN NUMBER

POLICY NUMBER
WPP108312004

EFFECTIVE DATE
8/4/2016

EXPIRATION DATE
8/4/2017

CONTINUED UNTIL TERMINATED IF CHECKED

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Loc # 1, Bldg # 1, 3270 Benchmark Drive, Ladson, SC 29456, Manufacturing

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED | BASIC | BROAD | SPECIAL

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Loc # 1, Bldg # 1 Property of Others, Special (Including theft), Replacement Cost	$168,278	5,000

REMARKS (Including Special Conditions)

Special Conditions:
Pay app 2 HMS Common Areas
stored materials $168,278

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS

Balfour Beatty Construction
1930 Camden Rd
Suite 280
Charlotte, NC 28210

ADDITIONAL INSURED | LENDER'S LOSS PAYABLE | LOSS PAYEE
MORTGAGEE

LOAN #

AUTHORIZED REPRESENTATIVE

ACORD 27 (2016/03)

© 1993-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Hotel at Marion Square - Subcontractor Pay Application Checklist

Item Description	Submitted	Reviewed	Comments
)			
ı standard BBC form - all subcontractors must use	x		
703	x		
;s Payment	x		
rm submitted by subcontractor that tells us who needs to be joint checked	N/A		
for joint checks, if applicable	N/A		
rm used when joint checks are required	N/A		
the payment requisition date	x		
f applicable	x		
	x		
t log (for purposes of verifying with the project cost event logs)	N/A		

R - 20479

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Hotel at Marion Square - Subcontractor Pay Application Checklist

Item Description	Submitted	Reviewed	Comments

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Material Bill of Sale

TO: Balfour Beatty Construction, LLC

REGARDING: Material Bill of Sale, Conditional Upon Receipt of Payment

DATE: 4/20/17

We hereby transfer, convey and assign title for the property described below and located at the address indicated below to BALFOUR BEATTY CONSTRUCTION, LLC for the sum of twenty three thousand one hundred thirty eight and 00/100 ($23,138.00) Dollars.

We further certify that we have full title to this material and that we will defend same against any and all claims.

Material Description: base cap, crown moulding, crown backer, panel moulding, base, shoe moulding, ceiling trim, chair rail, stile and rail, radius crown, plinth blocks

Stored Address: 3270 Benchmark Drive, Ladson, SC 29456

Sum Total Value: $23,138.00

Witness:

Constance A. Polacek

Subcontractor:

Brenda H Stasiukaitis

Brenda H Stasiukaitis, Corp. Sec.
Name & Title

State of South Carolina County of Charleston

The foregoing instrument was acknowledged before me this 20th day of April 2017, by Brenda Stasiukaitis as Corporate Secretary of Low Country Case & Millwork

My Commission Expires: 4-4-2022

Notary Public (Seal)

STASIUKAITIS NOTARY PUBLIC MY COMMISSION EXPIRES 4/4/2022 SOUTH CAROLINA

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

HOTEL AT MARION SQUARE - Comr

Stored Material Log

	March			April		
	Added to SM	Removed from SM (Installed)	Total Stored at Month's End	Added to SM	Removed from SM (Installed)	Total Stored at Month's End
1ST FLOOR						
Lobby 110	$21,860	$0	$47,819	$23,138	$67,870	$3,087
Elevator Lobby 100E	$0	$0	$0	$0	$0	$0
Spa Retail 113	$0	$0	$6,487	$0	$0	$6,487
Patisserie 115B	$0	$0	$0	$0	$0	$0
Patisserie 115B - Wall	$0	$0	$0	$0	$0	$0
Vestibule 117	$0	$0	$5,918	$0	$0	$5,918
Men's 119	$0	$0	$2,711	$0	$0	$2,711
Women's 121	$0	$0	$3,482	$0	$0	$3,482
Camelia's Lounge	$0	$0	$8,543	$0	$0	$8,543
Private Dining 146	$0	$0	$0	$0	$0	$0
Dining 147/148	$0	$0	$0	$0	$0	$0
2ND FLOOR						
Prefunction 207	$21,472	$0	$21,472	$0	$0	$21,472
Corridor 200FA	$0	$0	$4,507	$0	$0	$4,507
Vestibule 200V	$0	$0	$1,292	$0	$0	$1,292
Elevator Lobby 200E	$0	$0	$2,224	$0	$0	$2,224
Vestibule 209	$0	$0	$0	$0	$0	$0
Board Room Pantry 210	$0	$0	$0	$0	$0	$0
Board Room 211	$0	$0	$0	$0	$0	$0
Elevator Lobby 212	$0	$0	$1,219	$0	$0	$1,219
Fitness 213A	$0	$0	$1,112	$0	$0	$1,112
Fitness Toilet 213B	$0	$0	$311	$0	$0	$311
Men 223	$0	$0	$2,301	$0	$0	$2,301
Women 225	$0	$0	$3,134	$0	$0	$3,134
Ball Room One 206	$24,235	$0	$24,235	$0	$0	$24,235
Ball Room Two/Three 224/226	$2,638	$0	$2,638	$0	$0	$2,638
Vestibule 200LV	$0	$0	$0	$0	$0	$0
Upper Dining 247	$0	$0	$0	$0	$0	$0
Ball Room Four 248	$3,664	$0	$3,664	$0	$0	$3,664
2ND FLOOR SPA						
Vestibule 214	$0	$0	$1,249	$0	$0	$1,249
Mani Pedi 215	$0	$0	$721	$0	$0	$721
Bridal Suite 216A	$0	$0	$1,337	$0	$0	$1,337
Vestibule 217	$0	$0	$2,379	$0	$0	$2,379
Passage 218	$0	$0	$1,233	$0	$0	$1,233
Passage 219	$0	$0	$1,198	$0	$0	$1,198
Single Treatment 218A	$0	$0	$500	$0	$0	$500
Single Treatment 219B	$0	$0	$500	$0	$0	$500
Single Treatment 219A	$0	$0	$500	$0	$0	$500
Single Treatment 219B	$0	$0	$537	$0	$0	$537
Couples Treatment 219C	$0	$0	$1,322	$0	$0	$1,322
Spa Vestibule 220A	$0	$0	$788	$0	$0	$788
Spa Vestibule 220B	$0	$0	$378	$0	$0	$378
Spa 220	$0	$0	$1,040	$0	$0	$1,040
Vestibule 220V	$0	$0	$850	$0	$0	$850
Locker 221 / 222	$0	$0	$2,966	$0	$0	$2,966

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Toilet 221A / 222A	$0	$0	$523	$0	$0	$523
CONCIERGE						
Concierge Lounge	$0	$0	$0	$0	$0	$0
MANAGER'S APARTMENT						
Running Trim	$0	$0	$0	$0	$0	$0
Stairs	$0	$0	$0	$0	$0	$0
ROOF TOP						
Function Space RT22	$0	$0	$0	$0	$0	$0
Bar RT10	$0	$0	$0	$0	$0	$0
Elevator Lobby RTE1	$0	$0	$0	$0	$0	$0
Elevator Lobby RTE2	$0	$0	$0	$0	$0	$0
Corridor RTB	$0	$0	$0	$0	$0	$0
Corridor RTG	$0	$0	$0	$0	$0	$0
Men RT18	$0	$0	$0	$0	$0	$0
Women RT20	$0	$0	$0	$0	$0	$0
ELEVATOR LOBBIES 3-8						
Elevator Lobbies (x6)	$0	$0	$0	$0	$0	$0
ELEVATOR CABS						
Cabs	$0	$0	$0	$0	$0	$0
Ceilings	$0	$0	$0	$0	$0	$0
BONDING						
Bond	$0	$0	$0	$0	$0	$0
CHANGE ORDER 1						
Columns and Pedestals	$6,699	$0	$6,699	$0	$6,699	$0
TOTAL	**$80,568**	**$0**	**$167,789**	**$23,138**	**$74,569**	**$116,358**

Balfour Beatty
Construction

Request for Payment

Pay Request # 5
Work Performed Through: 04/30/17

Subcontractor's Name: Low Country Case & Millwork, Inc.
Subcontractor's Address: 3270 Benchmark Drive
Ladson, SC 29456

Phone Number: 704-609-5116
Fax Number:

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 04/21/17
Owner: Library Associates, LLC

Description of Work:	Casework & Millwork Floors 3-8	
Original Contract Amount	$1,051,032.00	
Change Order Total (Through C/O #: 0)	$0.00	
Total Revised Contract	$1,051,032.00	
Previous Work Performed to Date(SSR)	$141,836.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$22,617.00	
Current Month Gross		
New Work Performed to Date	$164,453.00	
Less 10 % Retainage	$16,445.30	
Amount Earned to Date	$148,007.70	
Less Previous Net Billings	$127,652.40	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$20,355.30	

Subcontract [X] Purchase Order [ ]
Other Contract Type:
Unit Price [ ] Lump Sum [X]
Bonded [ ] Unbonded [X]
Subguard [ ] Alternate Plan [ ]

Contract Increased 20%?	Y [ ]	N [X]
If yes, bond rider received	Y [ ]	N [ ]
EEO Reports Current	Y [ ]	N [ ]
Certified Payrolls Current	Y [ ]	N [ ]
Insurance Status	Finaled	
Insurance Expiration Date	08/04/17	
Release Attached	Y [ ]	N [ ]
Tier/Supplier Release if Required	Y [ ]	N [ ]
Reducing Retention	Y [ ]	N [ ]
If reducing retainage, reducing	From [ ]	To [X]
Consent of Surety for retention reduction if bonded	Y [ ]	N [ ]
New materials stored off site (If yes, attach stored materials checklist)	Y [ ]	N [X]
Final Payment (If yes, see attached checklist)	Y [ ]	N [X]

Owner Billing Number: N/A
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #:

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50000	3798186	13026000	
Date	Invoice #	Description		
04/30/17	13026400 - 05	13026400 . PE# 05 . 170430		
Gross Amount		Retainage Amt	Net Amount	
$0.00		$16,445.30	$20,355.30	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO				NO

Hold Codes: PM APP Stored Materials
O/F

Approvals:
PM / Date
CA 04/21/17
PA / Date
APA / Date

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO CONSTRUCTION MANAGER
Balfour Beatty Construction
1930 Camden Rd. Suite 280
Charlotte, NC 28210

PROJECT: **HOTEL AT MARION SQUARE**

APPLICATION NO: **5**

Distribution to
[X] OWNER
[X] ARCHITECT
[X] INSPECTOR

PERIOD TO: **42674**

FROM CONTRACTOR
Low Country Case and Millwork
3270 Benchmark Drive
Ladson, SC 29456

VIA ARCHITECT:

PROJECT NO: **#13026000**

CONTRACT FOR CONSTRUCTION

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	$	1,051,032.00
2. Net change by Change Orders	$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	$	1,051,032.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	164,453.00
5. RETAINAGE:	$	16,445.30
a. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	148,007.70
6. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	127,652.40
8. CURRENT PAYMENT DUE	$	20,355.30
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	903,024.30

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

The undersigned Construction Manager (CM) certifies that to the best of the CM'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 CM 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.

SUBCONTRACTOR
By: David Stanislat Date: 4/20/17

CONTRACTOR
By: _____ Date: _____

CONSTRUCTION MANAGER
By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect advises the Owner that to the Architect's knowledge, information and belief the Work has progressed as indicated, the Work is in general accordance with the Contract Documents, and the Contractors are entitled to payment of the AMOUNT REQUESTED.

AMOUNT REQUESTED: $ 20,355.30

(Attach explanation if amount requested differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount requested.)

ARCHITECT

By: _____ Date: _____

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

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

R - 20485

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached
In tabulations below, amounts are stated to the nearest dollar
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 5
APPLICATION DATE: 4/20/17
PERIOD TO: 4/30/17

Balfour Beatty Project 0

BID PACKAGE #	CONTRACTOR	SCHEDULED VALUE	TOTAL CHANGE ORDERS	REVISED CONTRACT	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E+F)	WORK COMPLETED THIS PERIOD (E - F)	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 10%
1	Mock Up	6,863.00	-	6,863.00	6,863.00	-	-	6,863.00	100.00%	-	686.30
2	3rd Floor	214,057.00		214,057.00	95,553.00		-	95,553.00	44.64%	118,504.00	9,555.30
3	4th Floor	217,623.00		217,623.00	37,132.00		21,091.00	58,223.00	26.75%	159,400.00	5,822.30
4	5th Floor	205,043.00		205,043.00	2,288.00		1,526.00	3,814.00	1.86%	201,229.00	381.40
5	6th Floor	125,165.00		125,165.00			-	-	0.00%	125,165.00	-
6	7th Floor	131,997.00		131,997.00			-	-	0.00%	131,997.00	-
7	8th Floor	139,521.00		139,521.00			-	-	0.00%	139,521.00	-
8	Concierge	4,736.00		4,736.00			-	-	0.00%	4,736.00	-
9	Manager	6,027.00		6,027.00			-	-	0.00%	6,027.00	-
10				-			-	-	#DIV/0!	-	-
11				-				-	#DIV/0!	-	-
12				-			-	-	#DIV/0!	-	-
13				-			-	-	#DIV/0!	-	-
14							-	-	#DIV/0!		-
15				-			-	-	#DIV/0!		-
16				-				-	#DIV/0!	-	-
17				-			-	-	#DIV/0!	-	-
18				-			-	-	#DIV/0!	-	-
19				-			-	-	#DIV/0!	-	-
20				-			-	-	#DIV/0!	-	-
21				-			-	-	#DIV/0	-	
22				-			-	-	#DIV/0	-	-
23				-			-	-	#DIV/0	-	
24				-				-	#DIV/0	-	-
25				-				-	#DIV/0	-	-
26				-			-	-	#DIV/0!	-	-
				-			-	-	#DIV/0!	-	-
	GRAND TOTALS	1,051,032.00	0.00	1,051,032.00	141,836.00	0.00	22,617.00	164,453.00	15.65%	886,579.00	16,445.30

R - 20486

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	1/19/2017

PRIME SUB'S NAME	Low Country Case and Millwork
Attachment for Pay Req #:	5
for Month Ending:	4/30/2017

A	B	C	D	E	F		G	H	I	J		K
Subcontractors/Suppliers List all subs or suppliers who will perform work for this contract. List Address & Phone Number	**Indicate if tier is based in county of Project**	**Notice to Owner Filed?(NTO) (Yes/No)**	**Date NTO Filed:**	**Bonded Sub? (Yes/No)**	**Has tier billed for work to date? select: (Yes/No)**		**Cumulative dollar amount tier billed for work/materials to date:**	**Tier's most recent invoice is dated through:**	**Tier's most recent release is dated through: *(as need on releases)***	**Tier's most recent release is PARTIAL or FINAL? Select One**		Comments:
SAMPLE TIER *123 Example Dr* *Somewhere, NC 27607* *919-934-1234*	*yes - PIT*	*NO*	*N/A*		YES	NO	*$12,123.00*	*4/27/2010*	*3/31/2010*	*PARTIAL*	*FINAL*	*thru March 2010*
Low Country Case and Millwork	Yes - Chas			Yes	YES	NO	$164,453.00	4/30/2017	4/30/2017	PARTIAL	FINAL	thru April 2017
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

R - 20487

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Subcontractor's and Other Lower Tier's Conditional Partial Waiver and Release of Lien
(Upon Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That Low Country Case and Millwork (the "Lienor") for and in consideration of the payment of the sum of $ 20,355.30 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor, the Owner, and their respective successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described as: See Exhibit "A" attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon; except for retention, and open change order requests, claims or disputes identified as follows:

_____

That the undersigned has the right and authority to execute this Conditional Partial Waiver and Release of Lien on behalf of the Lienor. That this is a waiver of all lien rights and other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders, that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the 30th day of April, 20 17, excluding the items identified hereinabove, if any.

THE UNDERSIGNED ACKNOWLEDGES THAT THE CONTRACTOR AND OWNER AND OTHER PARTIES HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA.

IN WITNESS THEREOF, I have hereunto set my hand seal this 30th day of April, 2017.

Signed, sealed and delivered
in the presence of:

Constance A. Polacek
Signature
Constance A. Polacek
Print Name

Low Country Case and Millwork
a South Carolina corporation

David Stasiukaitis
Signature
David Stasiukaitis, CEO
Print Name & Title

STATE OF South Carolina

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 30th day of April, 2017 by David Stasiukaitis CEO of Low Country Case & Millwork a SC corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

David Stasiukaitis
NOTARY PUBLIC STATE OF South Carolina

NOTARY PUBLIC SOUTH CAROLINA MY COMMISSION EXPIRES 9/4/2022

My Commission Expires: 4-4-2022

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Material Bill of Sale

TO: Balfour Beatty Construction, LLC

REGARDING: Material Bill of Sale, Conditional Upon Receipt of Payment

DATE: 4/20/17

We hereby transfer, convey and assign title for the property described below and located at the address indicated below to BALFOUR BEATTY CONSTRUCTION, LLC for the sum of forty thousand eight hundred thirty eight and 00/100($40,838.00) Dollars.

We further certify that we have full title to this material and that we will defend same against any and all claims.

Material Description: Base (4th Floor) – 1,992.50 BDFT
Large Crown – 1502 BDFT
Base (5th Floor) – 672 BDFT
Ceiling Trim – 479 BDFT

Stored Address: 3239 Benchmark Drive, Ladson, SC 29456

Sum Total Value: $22,617.00

Witness:
Constance A. Blacak
Constance A. Blacak

Subcontractor:
David Stasiukaitis
David Stasiukaitis
Name & Title

State of South Carolina County of Charleston

The foregoing instrument was acknowledged before me this 20th day of April 20 17, by David Stasiukaitis as CEO of Low Country Case & Millwork

My Commission Expires: Amy E. Stasiukaitis (Seal)
Notary Public 4-4-2022

AMY E. STASIUKAITIS NOTARY PUBLIC MY COMMISSION EXPIRES 4/4/2022 SOUTH CAROLINA

STORAGE RECEIPT

Date: 4/20/17

This is to certify that the undersigned holds on storage at 3239 Benchmark Drive, Ladson, SC 29456 the following described building material, consisting of base, crown moulding, , and ceiling trim and that it will deliver or surrender same to Balfour Beatty Construction, LLC at the Jobsite or other designated location; All payments due for said material in the amount of $22,617.00, not including the amount of $2,261.70 being held as retainage under the Agreement between Balfour Beatty Construction, LLC and (Subcontractor/Vendor) having been made and are hereby acknowledged by the undersigned.

Low Country Case and Millwork (Subcontractor/Vendor) does hereby acknowledge responsibility to deliver and install base, crown moulding, casing, and ceiling trim in accordance with the agreements between Balfour Beatty Construction, LLC and Low Country Case and Millwork(Subcontractor/Vendor) for the guestroom millwork (scope of work).

If storage at 3rd Party Warehouse, by signing below, the Warehouseman represents that all warehouse charges have been paid in advance through period ending _____. **(N/A if stored at Subcontractor's facilities)**

By signing below, the Warehouseman, if applicable, and Subcontractor acknowledge and agree that Balfour Beatty Construction or the Owner shall have accessibility to the storage premises until materials are fully delivered to the jobsite.

BY: _____
Warehouseman (if applicable)

BY: David Stanchak
Subcontractor / Vendor

BY: _____
Balfour Beatty Construction, LLC

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

YANDLED

ACORD

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 4/20/2017

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY
Insurance Office of America, Inc.
1221 Bower Parkway
Suite 101
Columbia, SC 29212-3732

PHONE (A/C, No, Ext): (888) 326-4498

FAX (A/C, No): (803) 957-4945

E-MAIL ADDRESS:

CODE:

SUB CODE:

AGENCY CUSTOMER ID #: LOWCCAS-01

License # 0E67768

INSURED
LOW COUNTRY CASE & MILLWORK INC.
3270 Benchmark Drive
Ladson, SC 29456

COMPANY
Wesco Insurance Company
59 Maiden Lane, 6th Floor
New York, NY 10038

LOAN NUMBER

POLICY NUMBER
WPP108312004

EFFECTIVE DATE
8/4/2016

EXPIRATION DATE
8/4/2017

CONTINUED UNTIL TERMINATED IF CHECKED

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Loc # 1, Bldg # 1, 3239 Benchmark Drive, Ladson, SC 29456, Manufacturing

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED: BASIC | BROAD | SPECIAL

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Loc # 1, Bldg # 1		
Property of Others, Special (Including theft), Replacement Cost	$157,591	5,000

REMARKS (Including Special Conditions)

Special Conditions:
Marion Square stored material $157,591

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS

Balfour Beatty Construction
1930 Camden Rd Suite 280
Charlotte, NC 28210

ADDITIONAL INSURED | LENDER'S LOSS PAYABLE | LOSS PAYEE
MORTGAGEE

LOAN #

AUTHORIZED REPRESENTATIVE

ACORD 27 (2016/03)

© 1993-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

ELECTRONICALLY FILED - 2023 May 16 2:10PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

From:	Amy Stasiukaitis
Sent:	21 Feb 2017 13:05:31 +0000
To:	Ashe, Candice
Cc:	Spano, Tim;Starcevic, Nicholas;Dooley, Alec;Denney, Brandon;Debbie Yandle (COL)
Subject:	Marion Square (Common Areas) Bill 3
Attachments:	Marion Square Bill 3 - Signed.pdf, Stored Material Log - Common Areas.xlsx

Good morning. Please see attached invoice for Marion Square Common Areas for February. I'm so for the delay in getting it to you. I have copied Debbie Yandle with IOA to get you a COI to cover the $87,221 in stored materials. Attached you can also find the stored materials log updated through the end of this month. I will follow up with supporting pictures at the end of this week. Thanks for your patience and let me know if you need anything further.

Sincerely,

Amy Stasiukaitis
Office Manager/Accounts Receivable
Low Country Case and Millwork
Office: 843-797-0881 Fax: 843-797-0883
www.lccm.com

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

HOTEL AT MARION SQUA

Stored Material Log

	January			April		
	Added to SM	Removed from SM (Installed)	Total Stored at Month's End	Added to SM	Removed from SM (Installed)	Total Stored at Month's End
MOCK UP						
Millwork	$0	$0	$0	$0	$0	$0
Casework	$0	$0	$0	$0	$0	$0
3RD FLOOR						
GUEST ROOMS						
Base (4,345)	$0	$0	$16,068	$0	$0	$16,068
Small Crown (3,818)	$0	$0	$13,350	$0	$0	$13,350
Large Crown (3,093)	$0	$0	$20,265	$0	$0	$20,265
Door Casing (7,100)	$0	$0	$30,549	$0	$0	$30,549
Ceiling Trim (1,515)	$0	$0	$4,063	$0	$0	$4,063
CORRIDOR						
Base (955)	$0	$0	$3,001	$0	$0	$3,001
Small Crown (745)	$0	$0	$3,158	$0	$0	$3,158
Door Casing (1,180)	$0	$0	$5,099	$0	$0	$5,099
Portals	$0	$0	$0	$0	$0	$0
CASEWORK						
Corner Cabinets	$0	$0	$0	$0	$0	$0
Vanities	$0	$0	$0	$0	$0	$0
Closets	$0	$0	$0	$0	$0	$0
Linen Shelving	$0	$0	$0	$0	$0	$0
4TH FLOOR						
GUEST ROOMS						
Base (4,345)	$8,034	$0	$8,034	$8,034	$0	$16,068
Small Crown (3,825)	$5,350	$0	$5,350	$0	$0	$5,350
Large Crown (3,093)	$10,133	$0	$10,133	$10,133	$0	$20,266
Door Casing (6,938)	$9,552	$0	$9,552	$0	$0	$9,552
Ceiling Trim (1,515)	$0	$0	$4,063	$0	$0	$4,063
CORRIDOR						
Base (930)	$0	$0	$0	$2,925	$0	$2,925
Small Crown (818)	$0	$0	$0	$0	$0	$0
Door Casing (1,140)	$0	$0	$0	$0	$0	$0
Portals	$0	$0	$0	$0	$0	$0
CASEWORK						
Corner Cabinets	$0	$0	$0	$0	$0	$0
Vanities	$0	$0	$0	$0	$0	$0
Closets	$0	$0	$0	$0	$0	$0
Linen Shelving	$0	$0	$0	$0	$0	$0
5TH FLOOR						

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

GUEST ROOMS						
Base (4,203)	$0	$0	$0	$0	$0	$0
Small Crown (3,638)	$0	$0	$0	$0	$0	$0
Large Crown (2,946)	$0	$0	$0	$0	$0	$0
Door Casing (6,680)	$0	$0	$0	$0	$0	$0
Ceiling Trim (1,435)	$0	$0	$2,288	$1,526	$0	$3,814
CORRIDOR						
Base (853)		$0	$0		$0	$0
Small Crown (736)	$0	$0	$0	$0	$0	$0
Door Casing (1,160)	$0	$0	$0	$0	$0	$0
Portals	$0	$0	$0	$0	$0	$0
CASEWORK						
Corner Cabinets	$0	$0	$0	$0	$0	$0
Vanities	$0	$0	$0	$0	$0	$0
Closets	$0	$0	$0	$0	$0	$0
Linen Shelving	$0	$0	$0	$0	$0	$0
6TH FLOOR						
GUEST ROOMS						
Base (2,211)	$0	$0	$0	$0	$0	$0
Small Crown (2,014)	$0	$0	$0	$0	$0	$0
Large Crown (1,512)	$0	$0	$0	$0	$0	$0
Door Casing (3,618)	$0	$0	$0	$0	$0	$0
Ceiling Trim (755)	$0	$0	$0	$0	$0	$0
CORRIDOR						
Base (705)	$0	$0	$0	$0	$0	$0
Small Crown (651)	$0	$0	$0	$0	$0	$0
Door Casing (780)	$0	$0	$0	$0	$0	$0
Portals	$0	$0	$0	$0	$0	$0
CASEWORK						
Corner Cabinets	$0	$0	$0	$0	$0	$0
Vanities	$0	$0	$0	$0	$0	$0
Closets	$0	$0	$0	$0	$0	$0
Linen Shelving	$0	$0	$0	$0	$0	$0
7TH FLOOR						
GUEST ROOMS						
Base (2,613)	$0	$0	$0	$0	$0	$0
Small Crown (2,410)	$0	$0	$0	$0	$0	$0
Large Crown (1,722)	$0	$0	$0	$0	$0	$0
Door Casing (3,826)	$0	$0	$0	$0	$0	$0
Ceiling Trim (915)	$0	$0	$0	$0	$0	$0
CORRIDOR						
Base (691)	$0	$0	$0	$0	$0	$0
Small Crown (631)	$0	$0	$0	$0	$0	$0
Door Casing (760)	$0	$0	$0	$0	$0	$0
Portals		$0	$0		$0	$0
CASEWORK						

Corner Cabinets	$0	$0	$0	$0	$0	$0
Vanities	$0	$0	$0	$0	$0	$0
Closets	$0	$0	$0	$0	$0	$0
Linen Shelving	$0	$0	$0	$0	$0	$0
8TH FLOOR						
GUEST ROOMS						
Base (2,835)	$0	$0	$0	$0	$0	$0
Small Crown (2,595)	$0	$0	$0	$0	$0	$0
Large Crown (1,885)	$0	$0	$0	$0	$0	$0
Door Casing (4,190)	$0	$0	$0	$0	$0	$0
Ceiling Trim (995)	$0	$0	$0	$0	$0	$0
CORRIDOR						
Base (712)	$0	$0	$0	$0	$0	$0
Small Crown (646)	$0	$0	$0	$0	$0	$0
Door Casing (800)	$0	$0	$0	$0	$0	$0
Portals	$0	$0	$0	$0	$0	$0
CASEWORK			$0			$0
Corner Cabinets	$0	$0	$0	$0	$0	$0
Vanities	$0	$0	$0	$0	$0	$0
Closets	$0	$0	$0	$0	$0	$0
Linen Shelving	$0	$0	$0	$0	$0	$0
CONCIERGE						
Base & Crown	$0	$0	$0	$0	$0	$0
MANAGER						
Base & Crown	$0	$0	$0	$0	$0	$0
TOTAL	**$33,069**	**$0**	**$134,973**	**$22,618**	**$0**	**$157,591**

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON COMMON PLEAS - CASE#2019CP1001108

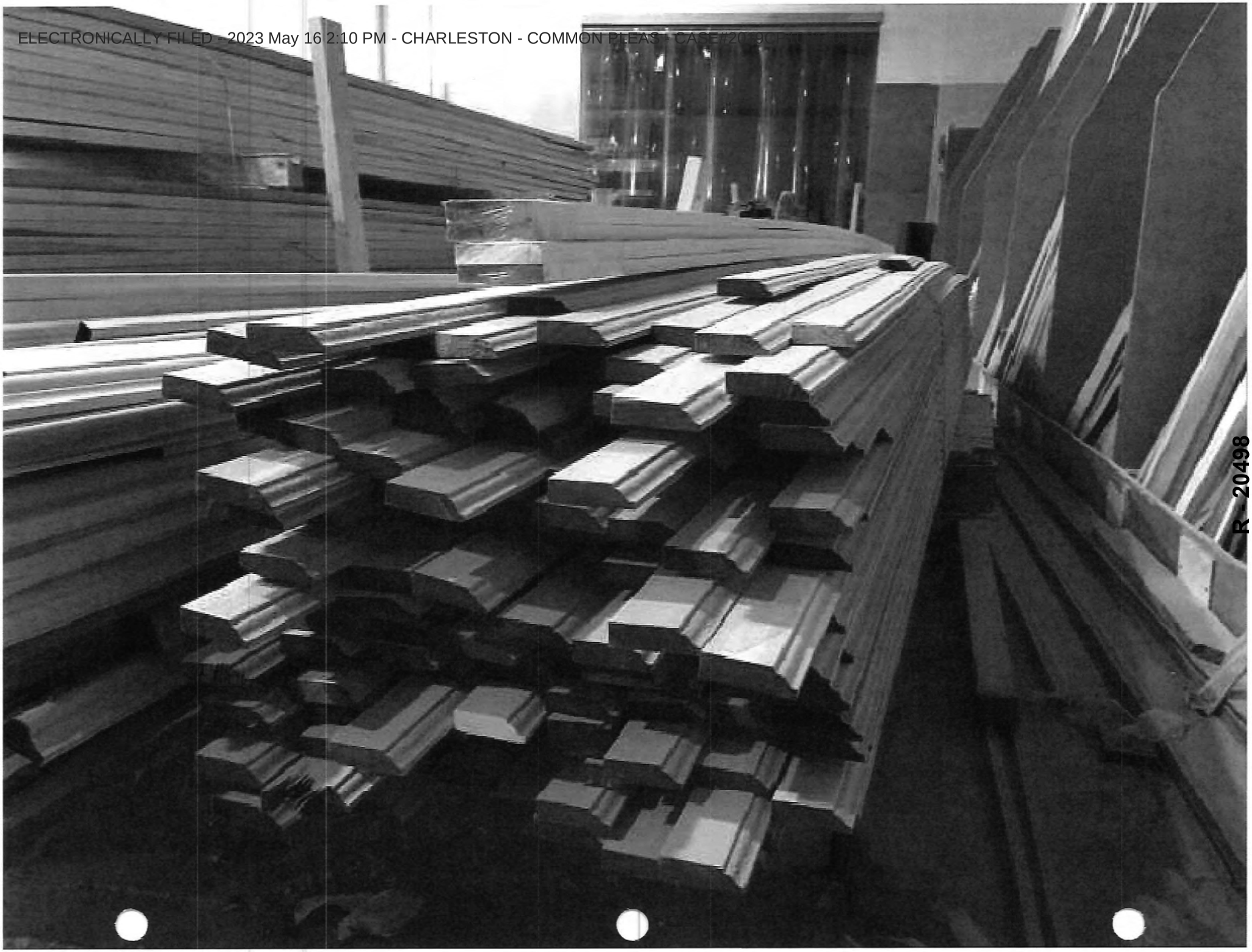


ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON COMMON PLEAS - CASE#2019CP1001108



R - 20497

ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#20



ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001138



ELECTRONICALLY FILED - 2023 May 16 2:10 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #130

Part 3 of 3