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 43 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

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	6/19/2017

PRIME SUB'S NAME	Precision Walls Inc.
Attachment for Pay Req #:	13
for Month Ending:	6/30/2017

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 28 Charlotte NC 28217	NO	NO	N/A		YES	NO	$5,923.60	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	$28,805.50	5/22/2017	✓ 5/31/2017	PARTIAL	FINAL	
Truss Link, Inc 250 Gallentry Dr Irmo, SC 29063	No	Yes	8/11/2015		YES	NO	$257,931.23	5/22/2017	✓ 6/19/2017	PARTIAL	FINAL	
Ram Tool PO Box 743487 Atlanta, GA 30374 205-413-8716	NO	NO	N/A		YES	NO	$9,419.32	6/14/2017	✓ 6/30/17 5/0/2017	PARTIAL	FINAL	
CK Supply, PO Box 415421 Boston, MA 02241 843-747-5842	NO	NO	N/A		YES	NO	$701,272.50	6/8/2017	✓ 4/30/2017	PARTIAL	FINAL	need updated waiver
New Hope Drywall LLC 715 Chelwood PL Charlotte NC 28217	NO	NO	N/A		YES	NO	$373,072.37	6/12/2017	✓ 6/20/2017	PARTIAL	FINAL	
AGS 1 LLC 308 Raymond Drive Ladson, SC 29456	NO	NO	N/A		YES	NO	$46,637.03	3/6/2017	3/7/2017	PARTIAL	FINAL	
Hidalgo Drywall 2433 Bengal Road N. Charleston, SC 29406	YES	NO	N/A		YES	NO	$52,639.90	5/8/2017	5/16/2017	PARTIAL	FINAL	
Kenseal Construction Products PO Box 416199 Boston, MA	No	NO	N/A		YES	NO	$35,432.08	5/3/2017	5/17/2017	PARTIAL	FINAL	
G & Z Drywall LLP 105 Dew Avenue Goose Creek, SC 29445	No	NO	N/A		YES	NO	$99,682.80	5/5/2017	5/16/2017	PARTIAL	FINAL	

R - 21001

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

Balfour Beatty Construction

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned, New Hope Drywall (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 ("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 $ 373,072.37 (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 06/20/17 (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 19 day of June 20 17.

New Hope
(Name of Vendor)

Edwin Villanueva

By: Edwin Villanueva Signature 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 19 day of June 20 17, by the aforesaid representative, having been duly sworn to 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: 8-19-2024

BRENDA MAE BROWN NOTARY PUBLIC SOUTH CAROLINA

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

Exhibit D2

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 ("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 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 $ 24,005.50 (Amount to be paid to Vendor) the sufficiency of which is hereby acknowledged and confessed, and to 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 5-31-17 (Latest date for which labor 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.

(Describe here or set forth in an attachment "A" hereto all or excluded items and attached to the Release. Failure to describe any claims as excluded shall be deemed a waiver 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 fixtures to Subcontractor in connection with the Work have been paid in full all and agreed 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 19 day of June 20 17.

Acousti Engineering Company (Name of Vendor)

By: H. EVAN VERNER, III (Type or Print Name and Title)
VICE PRESIDENT

STATE OF North Carolina
COUNTY OF Mecklenburg

The foregoing instrument was signed and acknowledged before me this 19 day of June 20 17, by the aforesaid representative, having been duly sworn and stating and certifying that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: Sharon N King
Notary Public

My Commission expires: April 29, 2022

SHARON N KING
NOTARY PUBLIC
Mecklenburg County
North Carolina
My Commission Expires April 29, 2022

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

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"), 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 $ 1567.81 (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 6/30/17 (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 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 is to 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 19 day of June 20 17.

Ram Tool & Supply (Name of Vendor)

By: Glendolyn Underwood (Signature) Glendolyn Underwood (Print or Type the Signers Name and Title)

STATE OF AL

COUNTY OF Jefferson

The foregoing instrument was signed, sealed and acknowledged before me this 19 day of June 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 2:18 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

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

Balfour Beatty Construction

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned, Tarsa Line, 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 ("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 $ 237,991.23 (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 5.19.17 (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 item or set out in an Attachment "A" which must be identified herein and attached, all items 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. 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 19 day of June 2017.

Tarsa Line, Inc. (Name of Vendor)

(Signature)

By: S. Gaby Young (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 19 day of June 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: Heather A. Magann (Notary Public)

My Commission expires: 7/23/23

NOTARY PUBLIC SOUTH CAROLINA HEATHER A MAGANN

Balfour Beatty Construction

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned, CK Supply (Subcontractor/Vendor) (Name of Vendor), pursuant to a contract or agreement with: Balfour Beatty Construction, LLC ("BBC"), Precision Walls Inc. (Name of Customer) 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 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 $ 701,272.90 (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 4/30/17 (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 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 work included in the Release. Failure to describe any extra work excluded from this 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 19th day of June 20 17.

CK Supply
(Name of Vendor)

By: Liam Tripp - Credit Rep
(Signature) (Print or type the person's name and title)

STATE OF IL

COUNTY OF COOK

The foregoing instrument was signed, sealed and acknowledged before me this 19th day of June 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: Olivia Quinones
Notary Public

My Commission expires: 1/27/19

OFFICIAL SEAL
OLIVIA QUINONES
Notary Public - State of Illinois
My Commission Expires Jan 27, 2019

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

R - 21007

Balfour Beatty
Construction

Request for Payment

Pay Request # 22
Work Performed Through: 06/30/17

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: 07/06/17
Owner: Library Associates, LLC

Description of Work: Mechanical HVAC and Plumbing

Original Contract Amount	$8,028,350.00	
Change Order Total	$616,601.50	
Through C/O #: 2		
Total Revised Contract	$8,644,951.50	
Previous Work Performed to Date(SSR)	$7,747,352.61	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site		
Current Month Gross	$112,378.69	
New Work Performed to Date	$7,859,731.30	
Less 10 % Retainage	$785,973.14	
Amount Earned to Date	$7,073,758.16	
Less Previous Net Billings	$6,972,617.34	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$101,140.82	

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		
08/30/17	13026400 - 22	13026400 . PE# 22 . 17.06		
Gross Amount		Retainage Amt	Net Amount	
$112,378.69		$5,618.93	$101,140.82	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO		400 51500000.40		NO

Hold Codes: 02- OWNER FUNDING; COI-Expired; PM App
Lower Tier Waivers
Change Orders

Approvals:
PM / Date
CA 07/06/17
PA / Date
APA / Date

ELECTRONICALLY FILED - 2023-May-16 2:18 PM - CHARLESTON - COMMON PLEAS - CASE#2023CP1001118

Barnhart 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**

APPLICATION NO **22**

Distribution to:
X OWNER
X ARCHITECT
X INSPECTOR

PERIOD TO: **June 30,2017**

FROM CONTRACTOR:
Barnhard MCC, LLC
9233 Forsyth Park Drive
Charlotte, NC 28273

VIA ARCHITECT:

PROJECT NO: **Balfour Beatty Project #13026000**
BMCC Project # 8350248

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	$	8,028,350.00
2. Net change by Change Orders	$	632,658.58
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	8,661,008.58
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	7,859,731.30
5. RETAINAGE	$	785,973.14
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	7,073,758.16
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	6,972,617.34
8. CURRENT PAYMENT DUE	$	101,140.82
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	1,587,250.42

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$616,601.50	$72,440.84
Total approved this Month	$16,057.08	$0.00
TOTALS	$632,658.58	$72,440.84
NET CHANGES by Change Order	$560,217.74	

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: _____ 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 . . . . . $ **101,140.82**

(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 2:18 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

R - 21008

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: 22
APPLICATION DATE: 6/20/17
PERIOD TO: 6/20/17

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	96,000.00	-	-	96,000.00	100.00%	-	9,600.00
	PLUMBING EQUIPMENT			-			-	-		-	-
6	FIXTURES	1,045,000.00		1,045,000.00	522,500.00			522,500.00	50.00%	522,500.00	52,250.00
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	1,231,854.55	25,933.78	-	1,257,788.33	97.00%	38,900.67	125,778.83
11	CONTROLS	108,711.00		108,711.00	97,839.90	3,261.33	-	101,101.23	93.00%	7,609.77	10,110.12
12	INSULATION	493,950.00		493,950.00	419,857.50	34,576.50	-	454,434.00	92.00%	39,516.00	45,443.40
13	INNCOMM SYSTEM	165,000.00		165,000.00	82,500.00	24,750.00	-	107,250.00	65.00%	57,750.00	10,725.00
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 - 21009

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

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: 22
APPLICATION DATE: 6/20/17
PERIOD TO 6/20/17

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	50,000.00	-	-	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	40,000.00		-	40,000.00	100.00%	-	4,000.00
	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	40,000.00		-	40,000.00	100.00%	-	4,000.00
	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	75,000.00		-	75,000.00	100.00%	-	7,500.00
	NINTH FLOOR			-			-	-		-	-
35	MATERIAL	5,000.00		5,000.00	5,000.00	-	-	5,000.00	100.00%	-	500.00
36	LABOR	20,000.00		20,000.00	14,000.00	6,000.00	-	20,000.00	100.00%	-	2,000.00
	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	39,600.00	-	-	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	28,800.00	-	-	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	11,520.00	-	-	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	4,800.00	-	-	4,800.00	96.00%	200.00	480.00
52	SEVENTH FLOOR LABOR	20,000.00		20,000.00	18,600.00	-	-	18,600.00	93.00%	1,400.00	1,860.00
53	EIGHTH FLOOR MATERIAL	5,000.00		5,000.00	4,750.00	-	-	4,750.00	95.00%	250.00	475.00
54	EIGHTH FLOOR LABOR	20,000.00		20,000.00	19,000.00	-	-	19,000.00	95.00%	1,000.00	1,900.00
55	NINTH FLOOR MATERIAL	1,000.00		1,000.00	1,000.00	-	-	1,000.00	100.00%	-	100.00

R - 21010

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

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: 22
APPLICATION DATE: 6/20/17
PERIOD TO: 6/20/17
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	3,000.00	1,800.00	-	4,800.00	96.00%	200.00	480.00
	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 PIIPE		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	PCO 6 - MOD 1,2,3 Piping only		116,397.61	116,397.61	105,478.56			105,478.56	90.62%		10,547.86
67	PCO 20 - MOD 4 Drawing Revisions		31,370.56	31,370.56	30,906.50			30,906.50	98.52%		3,090.65
68	PCO 018 Decorative grills		85,579.20	85,579.20	82,222.47			82,222.47	96.08%		8,222.25
69	PCO 29 - Exterior cilled water pipe support		14,791.00	14,791.00	14,791.00			14,791.00	100.00%		1,479.10
70	PCO 30 - Supplemental Instruction #25		95,527.00	95,527.00	95,527.00			95,527.00	100.00%		9,552.70
71	PCO 035 - Overtime level 3 east		2,479.00	2,479.00		2,479.00		2,479.00	100.00%		247.90
72	PCO 48 - New fixture selection rvsd by owner 1-20-17		197,701.00	197,701.00	140,000.00			140,000.00	70.00%	57,701.00	14,000.00
73	PCO 069 - Duct changes due to pocket door framing		3,216.00	3216.00		3,216.00		3,216.00	100.00%		321.60
74	PCO 072 SI26 SAR Change		7,947.08	7,947.08		7,947.08		7,947.08	100.00%		794.71
75	PCO 077 - damaged duct insulation		2,415.00	2,415.00		2,415.00		2,415.00	100.00%		241.50
	GRAND TOTALS	**8,028,350.00**	**632,658.58**	**8,657,792.58**	**7,747,352.61**	**112,378.69**	**0.00**	**7,859,731.30**	**97.90%**	**786,537.44**	**785,973.14**

R - 21011

ELECTRONICALLY FILED - 2023 May 16 2:18 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

Marion Square CO Log
Project #8350248

MCC PCO	RFI #	ASI/MOD #	Description	Submit Date	Revised Submit Date	Current Amount Quoted	Written Directive to Proceed
1		MOD #01	Glazing Equipment Change	9/24/15		-	N
2			Expanded Guest Suites	9/24/15		(23,067)	N
3			Relocate Dewatering Away From Tower Pad	10/20/15		720	Y
4		MOD #01	MOD #1 Under Ground Piping	10/28/15	12/4/15	59,628	Y
5			Stainless Steel UG Hangers	11/19/15		98,307	N
6			MOD #1, 2, 3 Drawing Revisions			162,479	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	2/2/16		49,103	Y
14			SI # 23 Mechanical Platform Equipment & Piping			66,132	Y
15			Construct Wood Structure over Elec. Panel at crane pad	2/10/15		1,354	Y
16	283	MOD #03	Waste Pipe in Upper Crust 115B Ceiling				Y
17	313		1st Floor Upper Crust Slot Diffuser			N/C	Y
18		See PCO 30	Decorative Grilles Guest Suites	3/1/16	1/31/17	82,579	Y
19		MOD 4,5,6	Gas Branch Line Deduct	2/26/16		(15,722)	
20			MOD 4 Drawing Revisions	4/27/16	2/10/17	36,317	Y
21			HFCU custom fan color	3/18/16		6,929	
22			HVAC BIM Design Assist	4/15/16		12,283	Y
23.1			Chiller Sound Attenuation Phase 1	4/21/16		61,753	
23.2			Chiller Sound Attenuation Phase 2	4/21/16		200,569	
24			Dewatering Skid Steer Rental for UG	4/29/16		11,901	Y
25			Mock Up Fixtures	6/3/16		9,722	Y
26			BIM Design Assist May			1,380	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	6/2/16	1/4/17	15,803	Y
30			Supplemental Instruction #26	5/27/16		95,527	Y
31		N/C	Supplemental Instruction #27			N/C	
32			Trimble Tool Damaged Lost Crew Time	5/13/16		2,368	Y
33			Storm Water Back Water Valve P402A	6/6/16		7,989	Y
34		Favor to BBC	Mock Up Building HVAC Service				
36			MOD 5 Drawings	7/15/16	5/12/17	344,834	Y

R - 21012

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

Marion Square CO Log
Project #8350248

37			2 West Control Point Delay	6/13/16		6,555	Y
38			Aluminum Folding Exterior NanaWall				
39			BMCC Assist K&W Level 4 West	6/27/16		3,272	
40			Interior Mock Up Duct Changes	6/27/16		952	Y
41		See MOD 6	SI # 30			-	Y
42			Testing Sub Level Piping			-	
43			Correspondence 00067 MOD 6 Drawings	11/18/16		35,188	Y
44		IN MOD 7	ROM Storm Pump Sub-Level	8/11/16		43,789	
45			August BIM	8/17/16		14,353	Y
46			Expedited BIM Modeling Requested by BBC	8/25/16		3,542	Y
47			RFI 0451 Added manifold valves guestrooms				Y
48			New Fixture Selections Rvsd per owner 1-20-17	11/18/16	1/20/17	197,701	Y
49			Domestic Storage Tanks RFI	11/28/16		3,052	Y
50			Guestroom Automated Controls	9/23/16	1/23/17	493,225	
51			Added Condensate Pumps RFI 155				Y
52			MOD 7	2/2/17		95,749	Y
53			BMCC RFI 0153 DHWR Offsets				
54			Correspondence 00072 9-21-16 Schedule Update			35,782	Y
55			Pool Deck Slab Increase			N/C	
56			Supplemental Instrcuction # 32	11/28/16		61,632	Y
57			BBC RFI 0730 Elevator Equipment Room 800M				
58			Pool Deck Drain Slope Sketches 9th Floor			N/C	
59			Damaged Duct Sub-Level ONSM	11/28/16		1,953	Y
60			Re-Set AHU 1&2 AHUs set out of scheuling seq. BBC	11/28/16		2,060	Y
61			Roof Top Bar New CAD Floor Plan Layout				
62			RFI 0765 1st Flr Duct Changes due to Shear Wall	2/3/17		2,101	Y
63			Correspondence 000076 11-16-16 Schedule Update	3/13/17		33,632	
64			Trane to AAON MUAH 1-2 w/ Associate Seismic Rails	12/8/16		43,060	Y
65			BIM Recovery				
66			Damaged Duct Parking Garage ONSM Forklift 2nd Time	1/10/17		1,953	Y
67			Clogged Drain3rd Floor Masonry Debris	1/12/17		501	Y
68			Fire Damper M Line 2nd Floor Kitchen	1/9/17		1,006	Y
71			MOD 8				Y
70			Correspondence 00080 1-10-17 Schedule Update	3/13/17		86,926	
73			Correspondence 00081 1-26-17 Schedule Update	3/13/17		161,491	
74			RFI 0832New BT-2 Fixture Selection	2/13/17		(8,263)	Y
75			Correspondence 00082 Supplemental Instruction 34				
76			Correspondence 00083 Supplemental Instruction 37				
78			RFI 0801 221B 222B Shower Fixtures	2/23/17		1,352	Y
79			Overtime levels 4 & 5 Rough In Brass	3/2/17		13,090	

R - 21013

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

80			Supplemental Instruction 36 & 36 R1				
81			Supplemental Instruction 40				
82			RFI 0932				
83			RFI 0938				
84			Correspondence 00086 2/20/17 Schedule Update				
85			Additioanl Fire Caulking Level 3 Due To PASCO				
86			RFI 0945 L3 Electircal Room R/A Grill				
87			Correspondence 00088 SI 39				
88			Correspondence 00092 4-7-17 Schedule Update				
89			2nd Floor Ball Room Duct Change PIU 2-1 Column J -24				
90			Penhall Coring Cut PT Cables 3 Locations				
91			T&M Ticket M10152 4th Floor Condensate				
92			T&M Ticket M10153 Double Bowl Vanities Levels 3 4 5				
93			RFI 0861				
94			RFI 0936				
95			RFI 0915 Ballroom RCP Conflicts with Duct				Y
96			RFI 0968 Plbg Drain Pan Elev Equip Rm 800M				
97			RFI 0943 Managers Apt Tstat Location & Ex Fan Relocate				
98			Grease waste piping damage ramp area ONSM				

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

ELECTRONICALLY FILED - 2023 May 16 2:18 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 $101,140.82 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:
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 20th day of June, 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 June, 2017.

Signed, sealed and delivered
in the presence of:

Signature

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 20th day of June, 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
CHARLESTON COUNTY
SOUTH CAROLINA
My Commission Expires:

NOTARY PUBLIC, STATE OF North Carolina

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000
Date Prepared:	
PRIME SUB'S NAME	Bernhard MCC
Attachment for Pay Req #:	22
for Month Ending:	Jun-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		$35,104.00	✓ 5/15/2017	6/19/17	PARTIAL		
Chapman Company 10801 Johnston Road, Suite 215 Charlotte, NC 28226	No - Mecklenburg	NO		NO	YES		$101,647.16	4/9/2017	6/19/2017	PARTIAL		
Engineered Control System PO Box 1885, Fuquay Varina, NC 27526	No - Hartnett	NO		NO	YES		$46,800.00	5/10/2017	6/30/2017	PARTIAL		
Ferguson Enterprises 4711 Rivers Avenue North Charleston, SC 29405	Yes - CHS	YES	7/15/2016	NO	YES		$805,353.05	✓ 6/8/2017	5/31/17	PARTIAL		
Guy M. Beaty,Inc. 9209 Forsyth Park Drive Charlotte, NC 28273	No - Mecklenburg	NO		NO	YES		$459,857.00	✓ 5/9/2017	6/30/17 6/30/2017	PARTIAL		
Hoffman & Hoffman 3816 Patterson Street Greensboro, NC 27407	No-Guilford	NO		NO	YES		$114,298.71	✓ 5/15/2017	6/16/17 6/15/2017	PARTIAL		
Knight & Wilson, Inc 1240 Williams, Memphis TN 38104	No-Shelby	YES	10/27/2016	NO	YES		$1,116,300.00	✓ 5/15/2017	6 ✓ 6/30/2017	PARTIAL		
Limehouse and Sons 9550 Highway 78 Ladson, SC 29456	No - Berkeley	NO		NO	YES		$12,444.75	✓ 10/19/2016	✓ 5/15/2017		FINAL	
Penhall Company 3170 Stanton Court North Charleston, SC 29418	Yes - CHS	NO		NO	YES		$52,975.50	✓ 5/25/2017	6/20/17	PARTIAL		

R - 21016

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

Trane 4951 Rivers Avenue North Charleston, SC 29406	Yes - CHS	NO		NO	YES		$79,084.75	5/10/2017	✓ 5/10/2017	PARTIAL		

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

Balfour Beatty
Construction

Exhibit F1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned, AAA Firestop, 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 $ 11,746.00 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: 6/19/2017
(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:

Work, Apps and Stop pay applications
(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 21st day of June 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 Dorchester

The foregoing instrument was signed, sealed and acknowledged before me this 21st day of June 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: Elizabeth H Sloan
Notary Public

My Commission expires 10/08/2023

ELIZABETH H SLOAN NOTARY PUBLIC SOUTH CAROLINA

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

Balfour Beatty Construction

Trane Job: FB 34015

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned, Trane (Name of Creditor)

pursuant to

Balfour Beatty Construction, LLC (Name of Contractor)

Trane (Name of Subcontractor)

subsubcontractor, supplier or vendor to furnish labor, services, materials and/or equipment for the construction of

Hotel at Marion Square (Name or Description of Project)

on property located at 404 King Street Charleston, SC 29403 (Street Address)

in the City of Charleston and County of Charleston, State of South Carolina, owned by

Library Associates, LLC. (Name of Owner)

Subcontractor has received payment in the amount of $ 43,992.25 (Amount to be Paid to Date to Vendor/Job)

and as such Subcontractor is entitled to payment for labor, services, materials and/or equipment furnished for the Work through

(Exact date through which the Creditor is owed)

the Undersigned does hereby waive, release and relinquish any and all claims, liens and rights of lien and bond rights of any kind whatsoever, arising out of or related to the Subcontract or the Work, through the aforementioned date, including any claims for extra work, additional costs and overhead, lost profits, impact costs, and all other claims arising from any real or alleged delays, disruptions or impacts to the Work, except with regard to retainage or unpaid amounts listed below.

(If no exceptions are listed below, the undersigned warrants that it has been paid in full for all labor, services, materials and equipment furnished to the Project through the date stated above.)

Subcontractor hereby represents and warrants that it has fully complied with the payment provisions of the Subcontract with respect to the Work performed by its lower-tier subcontractors, suppliers and vendors, and that no payments due or to become due to such parties are outstanding, except for amounts withheld in accordance with the Subcontract and/or amounts disputed in good faith as listed below. Subcontractor further represents and warrants that all taxes, licenses and fees incurred in connection with the Work and payable by Subcontractor have been paid or will be paid from the proceeds of this payment. Subcontractor agrees to indemnify and hold Contractor harmless from any claims, liens, stop notices, bond claims or other charges filed against the Project or Contractor's payment bond by any of Subcontractor's lower-tier subcontractors, suppliers or vendors.

Subcontractor represents and warrants that it has paid all sums due and owing to all persons who have furnished labor, services, materials or equipment to Subcontractor for the Work, and that all such labor, services, materials and equipment furnished by Subcontractor or its lower-tier subcontractors, suppliers and vendors that have been included in previous payments received from Contractor have been paid in full, or will be paid in full from the proceeds of this payment. Subcontractor further represents and warrants that all employees working at the Project site have been paid in full all wages and benefits due and owing to them for labor performed on the Project through the date stated above, and that Subcontractor has complied with all applicable laws regarding employment and payment of employees working at the Project site.

Subcontractor represents and warrants that it has paid all sums due and owing to all persons who have furnished labor, services, materials or equipment to Subcontractor for the Work, and that all such labor, services, materials and equipment furnished by Subcontractor or its lower-tier subcontractors, suppliers and vendors that have been included in previous payments received from Contractor have been paid in full, or will be paid in full from the proceeds of this payment. Subcontractor further represents and warrants that all employees working at the Project site have been paid in full all wages and benefits due and owing to them for labor performed on the Project through the date stated above, and that Subcontractor has complied with all applicable laws regarding employment and payment of employees working at the Project site.

Subscribed and Sworn to before me this [illegible] day of [illegible], 20[illegible]

Notary Public for [illegible]

My Commission Expires: $25,[illegible]

Trane (Name of Vendor)

By: [illegible] (Signature)

Its: [illegible] (Title)

STATE OF [illegible]

COUNTY OF [illegible]

Subscribed and Sworn to before me this [illegible] day of [illegible], 20[illegible]

Notary Public for [illegible]

My Commission Expires: [illegible]

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

Balfour Beatty Construction

Exhibit F1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned Penhall (Name of Subcontractor/Vendor)

("Subcontractor") has provided labor, services, and/or materials to Balfour Beatty Construction, LLC, ("UBC") as a subcontractor to UBC or a sub-subcontractor to UBC for improvements on the property described as Hotel at Marion Square (Name or Description of Project) ("Project") located at 404 King Street, Charleston, SC 29403 (Street address) in the City of Charleston, County of Charleston, State of South Carolina, for Library Associates, LLC (Name of Owner) ("Owner").

Upon receipt by Subcontractor of a check from UBC in the sum of $ _____ (Amount to be paid to Subcontractor/Vendor) payable to Subcontractor and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien, stop payment notice, or other payment claim which Subcontractor has on the Project or Owner to the extent shown in Paragraph 3 below. Subcontractor's rights in the amount of any checks that have been rejected or returned unpaid by the financial institution on which they were drawn are not released. Subcontractor agrees to indemnify UBC and Owner against any claims, costs, expenses, and attorney's fees incurred as a result of any such checks being dishonored.

Subcontractor has been paid and has received progress payments in the sum of $ _____ for labor, services, and/or materials furnished to the Project and does hereby release any mechanic's lien, stop payment notice, or any other claim or demand that Subcontractor has on the Project or against UBC or Owner to the extent shown in Paragraph 3 below, except for any rights that it may have with respect to retainage, pending modifications and changes for which Subcontractor has not been paid, or items on punch lists. Subcontractor has been paid and has received progress payments in the sum of $ _____ for labor, services, and/or materials furnished to the Project and does hereby release any mechanic's lien, stop payment notice, or any other claim or demand that Subcontractor has on the Project or against UBC or Owner to the extent shown in Paragraph 3 below, except for any rights that it may have with respect to retainage, pending modifications and changes for which Subcontractor has not been paid, or items on punch lists.

Exceptions to this Waiver are listed in Attachment "A" which must be identified as such and attached. All extras not included in the above Paragraph 2 described as excluded shall be a waiver and release of any right to payment for such work.

Subcontractor represents and warrants that it has promptly and properly paid all sums that are presently due and payable for all labor, services, and materials furnished to the Project by Subcontractor, its employees, agents, and subcontractors, and that there are no outstanding claims or liens against the Project or any part thereof for labor, services, or materials furnished to the Project by Subcontractor, its employees, agents, and subcontractors. Subcontractor further represents and warrants that (1) all persons and entities who have furnished labor, services, or materials to the Project on behalf of Subcontractor have been paid all amounts due and owing to such persons and entities as of the date of this Waiver and Release, and (2) all persons and entities who have furnished labor, services, or materials to the Project on behalf of Subcontractor have executed waivers releasing any claims they may have against UBC, Owner, and the Project to the extent of the amounts paid to Subcontractor, and Subcontractor will provide UBC with copies of such waivers executed by such persons and entities upon request by UBC.

Subcontractor agrees to indemnify, defend, and hold harmless UBC and Owner from and against any claims, costs, expenses, and attorney's fees incurred by UBC or Owner with respect to the Project as a result of any such claims.

Given under hand this _____ day of _____, 20__.

Penhall
(Name of Subcontractor/Vendor)

_____
(Signature)

_____
(Printed Name and Title)

State of _____

County of _____

Subscribed, sworn to, sealed and acknowledged before me this _____ day of _____, 20__.

I, _____, a Notary Public, being duly sworn and state that I am authorized to execute this affidavit.

Signed _____

JACLYN WACKER
NOTARY PUBLIC
WAKE COUNTY, NC
MY COMMISSION EXPIRES
4/20/2022

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

Balfour Beatty Construction

Exhibit F1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

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 ("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 $ 27,000 (Amount to be Paid to Subcontractor in Words) 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 6/30/17 (latest 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 and 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 claims not included in the release. Failure to describe any claim 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, warrants, represents and warrants that it has fully reviewed the terms and conditions of this waiver, that it is duly 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 this 16th day of June 20 17.

Knight and Wilson, Inc. (Name of Subcontractor/Vendor)

By: [signature] (Signature)

Jack Knight - President (Print or Type the Signer's Name and Title)

STATE OF Tennessee

COUNTY OF Shelby

The foregoing instrument was signed, sealed and acknowledged before me this 16th day of June 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: 12/15/2018

CINDY R. SMITH NOTARY PUBLIC STATE OF TENNESSEE SHELBY COUNTY

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

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

Balfour Beatty
Construction

Exhibit F1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned, Hoffman and Hoffman, 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 $ 4,535.30 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: June 16, 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 19th day of JUNE 2017.

Hoffman and Hoffman, Inc.
(Name of Subcontractor/Vendor)

(Signature)

By: David Daves - Finance Asst.
(Print or Type the Signers Name and Title)

STATE OF North Carolina

COUNTY OF Guilford

The foregoing instrument was signed, sealed and acknowledged before me this 19th day of June 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: Teresa V Lynch
Notary Public

My Commission expires: 2-8-2020

TERESA V. LYNCH NOTARY PUBLIC GUILFORD 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 ("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 $223,551.90 (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: 6/30/17 (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 signed, 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; 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 15th day of June 2017.

Guy M Beaty Inc. (Name of Subcontractor/Vendor)

Signature

By: Jimmy D Mills - President (Print or Type the Signers Name and Title)

STATE OF NC

COUNTY OF Mecklenburg

The foregoing instrument was signed, sealed and acknowledged before me this 15th day of June 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

LIEN KIM-PHUONG (Notary's Name) Notary Public Mecklenburg County NORTH CAROLINA

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

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

Balfour Beatty Construction

Exhibit F3

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

(Subcontractor/Vendor)

The undersigned, Limehouse and Sons (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 $ -0- (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; and (2) waives, releases and relinquishes any and all all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor for or with respect to the Project including any claims for extended or additional job costs and overhead, lost profits, impact costs and the like, as well as claims and demands demands arising from any contended delays, disruptions or changes to the Work, except with regard to disputed amounts 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; and, (2) all persons and entities that have performed or 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 15th day of May 20 17.

Limehouse and Sons (Name of Subcontractor/Vendor)

Signature

By: Robert Legette - Rigging Superintendent (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 15 day of May 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: Jana B DeRyn
Notary Public

My Commission expires: March 8 2022

(Notary Seal)

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

Balfour Beatty Construction

Exhibit F1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned, Ferguson Enterprises, 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 $ 4,022.56 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 bond and bond rights, for the Work performed, rendered, supplied or furnished by Subcontractor for or with respect to the Project through: 5/31/17
(latest 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 extra labor 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:

NOTE: Do not release any extras not listed here (Any Extras)

(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 20th day of June 20 17

Ferguson Enterprises, Inc.
(Name of Subcontractor/Vendor)

By: [signature]
(Print or Type the Signer's Name and Title)

STATE OF South Carolina
COUNTY OF Charleston

The foregoing instrument was signed, sealed and acknowledged before me this 20 day of June 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: Kelly Hansen
Notary Public

My Commission expires: July 13, 2020

KELLY HANSEN
My Commission Expires
NOTARY PUBLIC
07.13.2020
SOUTH CAROLINA

Exhibit F1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned Engineered Control Solutions, Inc.
(Name of Subcontractor/Vendor)

("Subcontractor") previously entered into 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 real property 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 $ 55,305.08 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 5/30/2017
(Insert date through which release is given)

(the "Release Period"), (2) waives, releases and relinquishes any and all claims for payment for Work performed, rendered, supplied or furnished by the Subcontractor 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 any and all demands arising from any contested delays, disruptions or changes to the Work, except with regard to retainage amounts and contractual or statutory rights, to the extent such claims or Work is specifically identified below:

None
(Describe here or list on a separately numbered "x" which must be identified here and attached, all extras not included in the Release. Failure to describe or list any such excluded claim shall be a waiver and release of any right to payment for such work.)

Subcontractor hereby acknowledges payment to it 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 actual or potential lien, 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 or 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 and 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 9th day of June, 2017.

Engineered Control Solutions, Inc.
(Name of Subcontractor/Vendor)

By: _____
(Print or Type the Name, Title and Date)

STATE OF SC

COUNTY OF CH

The foregoing instrument was signed, sealed and acknowledged before me this 9th day of June, 2017 by the aforesaid representative having been duly sworn and stating and attesting that he/she is duly authorized to give this affidavit and that the foregoing statements are true.

Signed _____
Notary Public

My Commission Expires: 10/11/2021

KATHRYN BARNES
NOTARY PUBLIC
WAKE COUNTY, NC

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

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

Balfour Beatty
Construction

Request for Payment

Pay Request # 15
Work Performed Through: 06/30/17

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: 06/19/17
Owner: Library Associates, LLC

Description of Work: Fire Protection

Original Contract Amount	$464,920.00	
Change Order Total	-$644.12	
Through C/O #: 1		
Total Revised Contract	$464,275.88	
Previous Work Performed to Date(SSR)	$412,957.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$7,923.00	
New Work Performed to Date	$420,880.00	
Less 10 % Retainage	$42,088.00	
Amount Earned to Date	$378,792.00	
Less Previous Net Billings	$371,661.30	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$7,130.70	

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	10/01/17	
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 #:

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	1348477	13026400	525443
Date	**Invoice #**	**Description**		
06/30/17	13026400 - 15	13026400 . PE# 15 . 17.06		
Gross Amount		**Retainage Amt**	**Net Amount**	
$7,923.00		$396.15	$7,130.70	
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 06/19/17
PA / Date
APA / Date

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: 15

PERIOD TO: 6/30/17

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		$ -644.12
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 464,275.88
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 420,880.00
5. RETAINAGE:		
a. ____ % of Completed Work (Column D + E on G703)	$ 42,088.00	
b. ____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 42,088.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 378,792.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 371,661.30
8. CURRENT PAYMENT DUE		$ 7,130.70
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 85,483.88

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: Palmetto Automatic Sprinkler Company, Inc

By: _____ Date: 6/14/17

State of: South Carolina County of: Lexington
Subscribed and sworn to before me this 14 day of June 2017
Notary Public: _____
My Commission expires: 2/3/24

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 - 21028

ELECTRONICALLY FILED - 2023 May 16 2:18 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: 15
APPLICATION DATE: 6 14 17
PERIOD TO: 6 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)
1	Design	$32,545.00	$32,545.00			$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	$3,396.00		$20,376.00	60.00%	$13,584.00	$2,037.60
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	$18,673.00			$18,673 00	100.00%		$1,867.30
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	$23,468.00			$23,468.00	100.00%		$2,346.80
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	$12,019.00			$12,019.00	94.99%	$634.00	$1,201.90
20	4th Floor Test & Trim	$1,000.00						$1,000.00	$0.00
21	5th Floor Material	$18,918.00	$18,918.00			$18,918.00	100.00%		$1,891.80
22	5th Floor Labor	$12,726.00	$9,544.00			$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	$13,091.00			$13,091.00	100.00%		$1,309.10
25	6th Floor Labor	$8,987.00	$6,740.00			$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	$12,764.00			$12,764.00	100.00%		$1,276.40
28	7th Floor Labor	$8,768.00	$6,576.00			$6,576.00	75.00%	$2,192.00	$657.60

R - 21029

ELECTRONICALLY FILED - 2023 May 16 2:18 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: 15
APPLICATION DATE: 6 14 17
PERIOD TO: 6 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	$1,331.00		$13,309.00	100.00%		$1,330.90
31	8th Floor Labor	$9,133.00	$3,653.00	$3,196.00		$6,849.00	74.99%	$2,284.00	$684.90
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)
37	Change Order #4	$1,312.00	$1,312.00			$1,312.00	100.00%		$131.20
	GRAND TOTALS	$464,275.88	$412,957.00	$7,923.00		$420,880.00	90.65%	$43,395.88	$42,088.00

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 - 21030

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

ELECTRONICALLY FILED - 2023 May 16 2:18 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 $ 7130.70 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 30 day of June, 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 14 day of June, 2017

Signed, sealed and delivered
in the presence of:

Rachel Pirkkala
Signature
Rachel Pirkkala
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 14 day of June, 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:	6/14/2017
PRIME SUB'S NAME	PALMETTO AUTOMATIC SPRINKLER COMPANY, INC
Attachment for Pay Req #:	15
for Month Ending:	6/30/2017

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 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	5677.3 4/27/17			PARTIAL	FINAL	
HD Supply Waterworks 501 W Church St Orlando FL 32805					YES	NO	2163.54 4/20/17			PARTIAL	FINAL	
Shaw Enterprises Inc PO Box 617 Hickory NC 28603					YES	NO	3226.00 11/30/16			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 - 21032

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

Barbour Beatty
Construction

Hotel at Marion Square - Subcontractor Pay Application Checklist

Item Description	Submitted	Reviewed
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 - 21033

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

ELECTRONICALLY FILED - 2023 May 16 2:18 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	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X	X	CA2102584	10/01/2016	10/01/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $	X	X	AXS0000889	10/01/2016	10/01/2017	EACH OCCURRENCE	$5,000,000
							AGGREGATE	$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		X	WC2102582	10/01/2016	10/01/2017	X PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$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	CANCELLATION
Balfour Beatty Construction, LLC 3100 McKinnon Street 10th Floor Dallas, TX 75201	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 Brett Royer

© 1988-2014 ACORD CORPORATION. All rights reserved.

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

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 2:18 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request # 20
Work Performed Through: 06/30/17

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: 07/07/17
Owner: Library Associates, LLC

Description of Work: Electrical

Original Contract Amount	$3,963,792.00	
Change Order Total (Through C/O #: 2)	$379,652.63	
Total Revised Contract	$4,343,444.63	
Previous Work Performed to Date(SSR)	$3,845,192.65	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site		
Current Month Gross	$29,600.00	
New Work Performed to Date	$3,874,792.65	
Less 10 % Retainage	$387,479.26	
Amount Earned to Date	$3,487,313.39	
Less Previous Net Billings	$3,460,673.39	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$26,640.00	

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	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
06/30/17	13026400 - 20	13026400 . PE# 20 . 17.06

Gross Amount	Retainage Amt	Net Amount
$29,600.00	$1,480.00	$26,640.00

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400.51600000.40	NO

Hold Codes: 02- OWNER FUNDING

need lower tier schedule for June
the one they sent is for May

PM Approval

Approvals:
PM / Date
CA 07/07/17
PA / Date
APA / Date

Barnhart B. , 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 #21046

VIA ARCHITECT:

APPLICATION NO: **20**

PERIOD TO: **6/30/2017**

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	$	379,652.63
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	4,343,444.63
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	3,874,792.65
5. RETAINAGE:	$	387,479.27
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	3,487,313.39
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	3,460,673.39
8. CURRENT PAYMENT DUE	$	26,640.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	856,131.25

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	$225,866.07	$0.00
TOTALS	$411,618.24	($31,965.61)
NET CHANGES by Change Order	$379,652.63	

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: Dale J Winovich Digitally signed by Dale J Winovich DN: C=US, O=Balfour Beatty, OU=Dir 21, CN=Dale J Winovich, E=dwinovich@watsonelec.com Date: 2017.07.07 10:48:04 -04'00' Date: 6/20/2017

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 . . . . . $ **26,640.00**

(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 2:18 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: 6/20/17
PERIOD TO: 6/30/17

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	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	6,250.00	500.00	-	6,750.00	67.50%	3,250.00	675.00
4	PROGRESS MEETINGS	12,000.00		12,000.00	8,850.00	500.00	-	9,350.00	77.92%	2,650.00	935.00
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	1,180,000.00	-	-	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	164,000.00	-	-	164,000.00	78.10%	46,000.00	16,400.00
17	LIGHTNING PROTECTION	50,000.00		50,000.00	25,000.00	-	-	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	27,500.00	-	-	27,500.00	100.00%	-	2,750.00
33	CONDUIT ROUGH IN-Labor	24,600.00		24,600.00	24,600.00	-	-	24,600.00	100.00%	-	2,460.00
34	WIRE INSTALL-Material	10,500.00		10,500.00	10,500.00	-	-	10,500.00	100.00%	-	1,050.00
35	WIRE INSTALL-Labor	15,500.00		15,500.00	15,500.00	-	-	15,500.00	100.00%	-	1,550.00

R - 21038

ELECTRONICALLY FILED - 2023 May 16 2:18 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: 6/20/17
PERIOD TO: 6/30/17

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%
36	LIGHITNG INSTALL-Material	1,560.00		1,560.00	1,560.00	-	-	1,560.00	100.00%	-	156.00
37	LIGHITNG INSTALL-Labor	12,600.00		12,600.00	12,600.00	-	-	12,600.00	100.00%	-	1,260.00
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		1,350.00	-	1,350.00	50.94%	1,300.00	135.00
41	FINISH DEVICES-Labor	3,340.00		3,340.00		1,700.00	-	1,700.00	50.90%	1,640.00	170.00
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	28,900.00	-	-	28,900.00	100.00%	-	2,890.00
53	WALL/CEILING COUNDUIT ROUGH IN-Labor	35,000.00		35,000.00	35,000.00	-		35,000.00	100.00%	-	3,500.00
54	WIRE INSTALL-Material	11,000.00		11,000.00	11,000.00	-		11,000.00	100.00%	-	1,100.00
55	WIRE INSTALL-Labor	13,500.00		13,500.00	13,500.00	-		13,500.00	100.00%	-	1,350.00
56	FINISH DEVICES-Material	14,500.00		14,500.00	7,500.00	-		7,500.00	51.72%	7,000.00	750.00
57	FINISH DEVICES-Labor	6,500.00		6,500.00		2,500.00		2,500.00	38.46%	4,000.00	250.00
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	24,000.00	-		24,000.00	100.00%	-	2,400.00
65	WALL/CEILING COUNDUIT ROUGH IN-Labor	32,800.00		32,800.00	32,800.00	-		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	4,500.00	-		4,500.00	48.65%	4,750.00	450.00
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 - 21039

ELECTRONICALLY FILED - 2023 May 16 2:18 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: 6/20/17
PERIOD TO: 6/30/17

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%
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	50,850.00	-		50,850.00	100.00%	-	5,085.00
79	GUESTROOM ROUGH IN-Labor	99,500.00		99,500.00	99,500.00	-		99,500.00	100.00%	-	9,950.00
80	OVERHEAD/ ROUGH IN-Material	3,650.00		3,650.00	3,650.00	-		3,650.00	100.00%	-	365.00
81	OVERHEAD/ ROUGH IN-Labor	6,500.00		6,500.00	6,500.00	-		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	49,850.00	-		49,850.00	100.00%	-	4,985.00
92	GUESTROOM ROUGH IN-Labor	99,600.00		99,600.00	99,600.00	-		99,600.00	100.00%	-	9,960.00
93	OVERHEAD/ ROUGH IN-Material	3,650.00		3,650.00	3,650.00	-		3,650.00	100.00%	-	365.00
94	OVERHEAD/ ROUGH IN-Labor	6,500.00		6,500.00	6,500.00	-		6,500.00	100.00%	-	650.00
95	WIRE INSTALL-Material	4,500.00		4,500.00	4,500.00	-		4,500.00	100.00%	-	450.00
96	WIRE INSTALL-Labor	6,800.00		6,800.00	6,800.00	-		6,800.00	100.00%	-	680.00
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	49,550.00	-		49,550.00	100.00%	-	4,955.00
105	GUESTROOM ROUGH IN-Labor	98,650.00		98,650.00	98,650.00	-		98,650.00	100.00%	-	9,865.00

R - 21040

ELECTRONICALLY FILED - 2023 May 16 2:18 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: 6/20/17
PERIOD TO: 6/30/17

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%
106	OVERHEAD/ ROUGH IN-Material	4,890.00		4,890.00	4,890.00	-		4,890.00	100.00%	-	489.00
107	OVERHEAD/ ROUGH IN-Labor	8,760.00		8,760.00	8,760.00	-		8,760.00	100.00%	-	876.00
108	WIRE INSTALL-Material	4,500.00		4,500.00	3,850.00	650.00		4,500.00	100.00%	-	450.00
109	WIRE INSTALL-Labor	6,800.00		6,800.00	5,800.00	1,000.00		6,800.00	100.00%	-	680.00
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	29,880.00	-		29,880.00	100.00%	-	2,988.00
118	GUESTROOM ROUGH IN-Labor	52,640.00		52,640.00	52,640.00	-		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	6,675.00	1,175.00		7,850.00	100.00%	-	785.00
122	WIRE INSTALL-Labor	10,550.00		10,550.00	9,050.00	1,500.00		10,550.00	100.00%	-	1,055.00
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
160				-				-	#DIV/0!	-	-
162	CHANGE ORDERS			-				-	#DIV/0!	-	-
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

R - 21041

ELECTRONICALLY FILED - 2023 May 16 2:18 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: 6/20/17
PERIOD TO: 6/30/17

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%
174	Modification #5	27,808.59		27,808.59	20,000.00			20,000.00	71.92%	7,808.59	2,000.00
175	Credit Line Item 168	-		-	(1,116.63)	-		(1,116.63)			
176	Credit Line Item 174	-		-	(20,000.00)	-		(20,000.00)			
177	Change Order #6-Booster Heaters	21,529.00		21,529.00	11,500.00	-		11,500.00	53.42%	10,029.00	1,150.00
178	Change Order #7-Supplemental Instruction #25	14,032.77		14,032.77	8,500.00	-		8,500.00	60.57%	5,532.77	850.00
179	Change Order #8- Mock Up Room Revisions	3,361.00		3,361.00	3,361.00	-		3,361.00	100.00%	-	336.10
180	Change Order #9-Private Dining	2,592.30		2,592.30	2,592.30	-		2,592.30	100.00%	-	259.23
181	Change Order MSB New Switchboard	181,731.26		181,731.26				-	0.00%	181,731.26	-
	GRAND TOTALS	**4,340,825.29**	**0.00**	**4,340,825.29**	**3,845,192.65**	**29,600.00**	**0.00**	**3,874,792.65**	**89.26%**	**466,032.64**	**389,590.93**

R - 21042

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

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	5/19/2018

PRIME SUB'S NAME	Watson Elect
Attachment for Pay Req #:	19
for Month Ending:	5/31/2017

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 Delliana 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 Electrical Wholesalers 10009 Highway 78 Ladson, SC 843-879-0232	No	No	N/A	No	*(YES)*	*NO*	$1,259,146.15	12/28/2016	✓ 12/28/2016	(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 - 21043

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

ELECTRONICALLY FILED - 2023 May 16 2:18 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 $___26,640.00____ 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 __30__ day of _June____, 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 _June___,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
Signature
Dale J Winovich, Project Manager
Print Name & Title

STATE OF South Carolina

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this __21 day of _June___, 2017, 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 SC

My Commission Expires: April 22nd, 2022

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

Balfour Beatty Construction

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The 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 $ $ 1,259,146.15 (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 12/28/2016 (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:

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 19th day of May 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 19th day of May 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 SOUTH CAROLINA

WATSON ELECTRICAL

CHANGE ORDER LOG
21046 MARION SQUARE HOTEL
#21046

TOTAL SUBMITTED $ 1,152,270.83
TOAL APPROVED $ 131,985.32

CO #	CO $	Description BBC	Submit Date	Staus	Extnsn Days Requested	Apprvd $	Rejected	Status (BIC)
1	$ -	Busport Devices	7/16/2015	Approved	2	$ 14,043.94		
2								
3		6" Soda Lines Chases	7/20/2015	Not Accepted		$ -	$ 19,536.37	
4		RFI #49 Sublevel Comm Conduits	8/14/2015	Not Accepted		$ -	$ 11,459.58	
5		ROM Lightning Protection	8/25/2015	Not Accepted		$ -	$ 9,043.00	
6	$ -	Switchgear/transforemer size increase	CO01	Approved	0	$ 19,491.00		
7		Proposed Combined Guestroom-ROM	10/6/2015	Not Accepted			$ (10,173.24)	
8		Modification #1	12/1/2015	Approved	3		$ (31,965.61)	
9		Supplemental Ins #21	10/27/2015	Outstanding			$ 60,570.81	
10	$ 5,600.00	King Street SCE&G Primary Extensions	10/26/2015	Outstanding	1			
11	$ -	ROM-Car Chagers	INCL MOD #4					
12	$ -	Mock Up Room Changes	1/5/2016	Approved		$ 3,361.20		
13	$ -	Modification #2	9/9/2016	Approved	8	$ 20,145.32		
14		Guestroom Closet Fixtures	1/4/2016	Rejected			$ 41,730.73	
15	$ 847.00	Office Trailer	1/4/2016	N/A				
16	$ 9,962.75	Light Fixture Design Changes	1/15/2016	Outstanding				
17		RFP 3rd Floor Terrace Lanterns	4/14/2016	Rejected			$ 19,849.87	
18	$ -	Modification #4	9/9/2016	Approved	10	$ 50,833.70		
19		Supplemental Ins #25	6/6/2016	Approved	5		$ 14,032.00	
20		Fixtures CC2 & CC# (Lanterns) Lens Change	5/16/2016	Rejected			$ 6,735.82	
21	$ -	UNUSED						
22	$ 23,745.92	Mod #5	8/8/2016	Outstanding	7			
23		Service Conduit Rework		Outstanding				
24	$ 37,159.31	Mod #6	8/25/2016	Outstanding	10			
25	$ -							
26	$ 14,883.95	RFO 0635 SP-4 Storm Sump Pump	9/7/2016	Outstanding	5			
27	$ 42,719.96	Mod #7	9/23/2016	Outstanding	12			
28		Coordination Study	12/2/2016	Rejected			$ 8,584.25	
29	$ 14,693.48	Carolina Lantern Brackets	11/7/2016	Outstanding				
30	$ 8,985.00	SI #32		Outstanding	8			

R - 21046

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

31	$	3,049.38	Private Dining 147-wall and celing changes	2/1/2017	Outstanding				
32	$	11,905.58	Stud Spacing Change from mock up	12/1/2016	Outstanding				
33	$	620.36	FWO-Damaged cable-Rework		Outstanding				
34	$	290.08	FWO-Damege Cable Repair Admin 138		Outstanding				
35	$	261.06	FWO-Relocate F/A Cable Rm 138		Outstanding				
36	$	286.43	FWO-Repair 1-1/4 conduit Rm 143		Outstanding				
37	$	753.10	FWO-Repair 1" stub for lanterns		Outstanding				
38									
39	$	16,950.08	Vehicle Lift Upgrades-ROM PRICE	12/20/2016	Outstanding	5			
40	$	-	Mod #8						
41	$	81,969.45	7th Floor-Damaged Cable/Conduits	1/16/2017	Outstanding	0			
42	$	91,780.24	8th Floor-Damaged Cables Conduit	1/16/2017	Outstanding	0			
43	$	18,107.60	UDS 2nd Floor Feeder	1/9/2017	Outstanding	3			
44	$	-	Booster Heaters	2/7/2017	Approved	5	$ 21,529.00		
45	$	-	FWO-Private Dining 147						
46	$	1,344.60	FWO-Rework Queen Mock Up	2/3/2017	Billed				
47	$	1,818.50	FWO-Rework King Mock Up	2/3/2017	Billed				
48	$	5,561.48	FWO Rework 3rd Flr Switches at Shower	2/6/2017	Billed				
49	$	17,325.27	DCI Cooridor Markups L3-L4	2/10/2017	Outstanding	15			
50	$	4,013.46	Low Volt Sleeves	2/10/2017	Outstanding				
51	$	18,710.00	FWO- SI #36 L3 Week 1	2/18/2017	Billed	5			
52	$	22,359.20	FWO- SI #36 L4 Week 2	2/25/2017	Billed	0			
53	$	1,505.37	FWO-1st Flr Chcanelier Mount Rework	per FWO	Outstanding				
54	$	27,066.82	DCI Corridor Markups L5-L8	2/9/2017	Outstanding	15			
55	$	5,000.00	FWO-On site office space in retail unit	per FWO	Outstanding				
56	$	150,625.59	SI #38 New 1200 amp Switchboard MSB2	3/14/2017	Outstanding	15			
57	$	32,000.00	L6 Extension Claim-structure	9/30/2016	Outstanding	22			
58	$	60,388.00	L7-L9 Extension Claim-structure	3/10/2017	Outstanding				
59	$	2,595.05	FWO L7 and L8 Cable Testing	3/8/2017	Billed				
60	$	32,291.29	SI #36 L5-L8, Including L3-L4 Trim out	5/30/2017	outstanding	9			
61	$	5,475.29	LA water damaged recessed housings	5/30/2017	outstanding				
62	$	29,121.42	FWO-Guestroom closet door switch	Pending	Outstanding				
63	$	2,606.73	Lighitng Changes-Reconciliation	Pending	outstanding				
64			SI #39-Patisserie/Upper Crust	5/17/2017	Approved		$ 2,581.16		
65	$	306.92	SI #39-Spa/Retail	5/22/2017	outstanding				

R - 21047

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

66	$ 857.02	SI #39-Reception	5/19/2017	outstanding					
67	$ 32,211.01	SI #40R1	5/22/2017	outstanding					
68	$ 11,302.58	SI #39-Concierge	5/23/2017	outstanding					
69	$ 4,487.04	SI #39-Lobby	5/26/2017	outstanding					
70	$ 6,932.57	SI #39-Stari 4	5/25/2017	outstanding					
71	$ 6,418.29	SI #39-Private Dining and Dining L1	5/26/2017	outstanding					
72	$ 2,083.87	SI #39-Guestrooms	5/26/2017	outstanding					
73	$ 734.31	SI #39-level 2 Areas	5/26/2017	outstanding					
74	$ 11,018.79	SI #44R1	6/2/2017	outstanding					
75	Pending	SI #41	Pending						
76	$ 3,286.63	SI #42	6/6/2017	outstanding					
77	Pending	New Exit Lighting							
78	Pending	Rework of smokes in varios rms-soffits							
79	Pending	6 Elevator Disconnects							
80	Pending	Rework of L1 20 receptacles							
81	Pending	Rework of Misc SI 39							
82	Pending	Lutron Revised Controls-per SI 39							
83	Pending	Spray Foam Temp Power							
84	$ 268,253.00	Schedule Extension Claim 3	6/16/2017		81				
85	Pending	Schedule Extension Claim 4							
86		Elevator 1-4 feed relocation							

R - 21048

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

87	$ (941.00)	Ballroom RCP revisions-LM1 downlights						
88								
89								
90								
91								
92								
93								
94								
95								
96								
97								
TOTAL	$ 1,152,270.83				246	$131,985.32	$ 149,403.58	

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

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

Notes	Directives
Suppl Instr #13/Returned submittal	
	X
included in future Mods and some items eliminated in design	
Revised	X
Rejected. Owner will furnish.	
Finish upgrade in submittals.	
Verbal rejection. Unconfirmed	
Revised/Vehciel chargers removed	X
Complete price pending	
	X
	X
	X
Incomplete documentation to price from. SP-5 unconfirmed. Subsequent separate price for	

| | | |

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

									Guestroom, Boardroom, Pre Function	Manager's Aprtment								
																	Pending review of schedule MSH-029 received 06-19-17	
																	Room layout changes caused feeder sleevces to be unusable.	X

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

Revisions made to Ballroom barrel ceiling per deisgn team to make light fixtures install correctly.	

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

Balfour Beatty
Construction

Request for Payment

Pay Request # 6
Work Performed Through: 06/30/17

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: 06/21/17
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)	$164,453.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$61,960.00	
Current Month Gross	$16,409.00	
New Work Performed to Date	$242,822.00	
Less 10 % Retainage	$24,282.20	
Amount Earned to Date	$218,539.80	
Less Previous Net Billings	$148,007.70	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$70,532.10	

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	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
06/30/17	13026400 - 06	13026400 . PE# 06 . 170630

Gross Amount	Retainage Amt	Net Amount
$16,409.00	$24,282.20	$70,532.10

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

Halt Codes: PM APP Stored Materials
O/F

Approvals:
PM / Date
CA 06/21/17
PA / Date
APA / Date

Barnhart 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:
Low Country Case and Millwork
3270 Benchmark Drive
Ladson, SC 29456

CONTRACT FOR CONSTRUCTION

PROJECT: **HOTEL AT MARION SQUARE**

VIA ARCHITECT:

APPLICATION NO: **6**

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	$	1,051,032.00
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)	$	242,823.00
5. RETAINAGE:		
a. [illegible]	$	[illegible]
b. [illegible]	$	[illegible]
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	[illegible]
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	70,532.10
8. CURRENT PAYMENT DUE	$	[illegible]
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	852,449.20

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 Stanilet Date: 6/20/17

CONTRACTOR

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 . . . . . $ 70,532.10

(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 2:18 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: 6
APPLICATION DATE: 6/20/17
PERIOD TO: 6/30/17

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% ...)
								6,863.00	100.00%	-	686.30
1	Mock Up	6,863.00	-	6,863.00	6,863.00	-	-				
2	3rd Floor	214,057.00		214,057.00	95,553.00	16,409.00	13,348.00	125,310.00	58.54%	88,747.00	12,531.00
3	4th Floor	217,623.00		217,623.00	58,223.00		36,720.00	94,943.00	43.63%	122,680.00	9,494.30
4	5th Floor	205,043.00		205,043.00	3,814.00		11,892.00	15,706.00	7.66%	189,337.00	1,570.60
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!	-	-
	GRAND TOTALS	1,051,032.00	0.00	1,051,032.00	164,453.00	16,409.00	61,960.00	242,822.00	23.10%	808,210.00	24,282.20

R - 21056

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

AIA DOCUMENT G703 CONTINUATION SHEET FOR G702 ... AIA ...
THE AMERICAN INSTITUTE OF ARCHITECTS ... WASHINGTON, D.C.

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	6/20/2017

PRIME SUB'S NAME	Low Country Case and Millwork
Attachment for Pay Req #:	6
for Month Ending:	6/30/2017

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	*thru March 2010*
Low Country Case and Millwork	Yes - Chas			Yes	YES	NO	$242,832.00	5/30/2017	5/30/2017	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	

R - 21057

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

ELECTRONICALLY FILED - 2023 May 16 2:18 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: 6/20/17

We hereby transfer, convey and assign title to 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: Portals – 11 units
Small Crown – 3561 BDFT
Door Casing – 5558 BDFT
Base – 961 BDFT
Large Crown – 718 BDFT

Stored Address: 3239 Benchmark Drive Ladson, SC 29456

Sum Total Value: $61,960.00

Witness: Amy E. Stasiukaitis

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 June 2017, by David Stasiukaitis as CEO of Low Country Case & Millwork

My Commission Expires: Constance A Polacek
Notary Public

(Seal)
Constance A Polacek
Notary Public, South Carolina
My Commission Exp. April 18, 2023

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

STORAGE RECEIPT

Date: 6/20/17

This is to certify that the undersigned holds on storage at 3239 Benchmark Drive, Ladson, SC 29456 the following described building material, consisting of portals, small crown, door casing, base, large crown 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 $61,960.00, not including the amount of $6,196.00 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 portals, small crown, door casing, base and large crown 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 Staublet
Subcontractor / Vendor

BY: _____
Balfour Beatty Construction, LLC

ELECTRONICALLY FILED - 2023 May 16 2:18 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 $ 70,532.10 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 may hereafter have against Contractor and/or Owner and/or the buildings and improvements on the premises legally described on 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 June, 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 20th day of June, 20 17

Signed, sealed and delivered
in the presence of:

Amy E. Stasinkaitis
Signature
Amy E. Stasinkaitis
Print Name

Low Country Case and Millwork
a South Carolina corporation
David Stasinkaitis
Signature
David Stasinkaitis, CEO
Print Name & Title

STATE OF South Carolina
COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 20th day of June, 20 17 by David Stasinkaitis CEO of Low Country Case & Millwork a CEO corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Constance A Polacek
NOTARY PUBLIC, STATE OF South Carolina

My Commission Expires: April 18, 2023

Constance A Polacek
Notary Public, South Carolina
My Commission Exp. April 18, 2023

HOTEL AT MARION SQUA

Stored Material Log

	April			June		
	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	[illegible]	$0	$0	$0
Casework	$0	$0	[illegible]	$0	$0	$0
3RD FLOOR						
GUEST ROOMS						
Base (4,345)	$0	$0	$16,068	$0	$16,068	$0
Small Crown (3,818)	$0	$0	$13,350	$0	$13,350	$0
Large Crown (3,093)	$0	$0	[illegible]	$0	$20,265	$0
Door Casing (7,100)	$0	$0	[illegible]	$0	$30,549	$0
Ceiling Trim (1,515)	$0	$0	[illegible]	$0	$4,063	$0
CORRIDOR						
Base (955)	$0	$0	[illegible]	$0	$0	$3,001
Small Crown (745)	$0	$0	[illegible]	$0	$0	$3,158
Door Casing (1,180)	$0	$0	[illegible]	$0	$0	$5,099
Portals	$0	$0	[illegible]	$13,348	$0	$13,348
CASEWORK						
Corner Cabinets	$0	$0	[illegible]	$0	$0	$0
Vanities	$0	$0	[illegible]	$0	$0	$0
Closets	$0	$0	[illegible]	$0	$0	$0
Linen Shelving	$0	$0	[illegible]	$0	$0	$0
4TH FLOOR						
GUEST ROOMS						
Base (4,345)	$8,034	$0	[illegible]	$0	$0	$16,068
Small Crown (3,825)	$0	$0	[illegible]	$8,026	$0	$13,376
Large Crown (3,093)	$10,133	$0	[illegible]	$0	$0	$20,266
Door Casing (6,938)	$0	$0	[illegible]	$20,298	$0	$29,850
Ceiling Trim (1,515)	$0	$0	[illegible]	$0	$0	$4,063
CORRIDOR						
Base (930)	$2,925	$0	[illegible]	$0	$0	$2,925
Small Crown (818)	$0	$0	[illegible]	$3,469	$0	$3,469
Door Casing (1,140)	$0	$0	[illegible]	$4,927	$0	$4,927
Portals	$0	$0	[illegible]	$0	$0	$0
CASEWORK						
Corner Cabinets	$0	$0	[illegible]	$0	$0	$0
Vanities	$0	$0	[illegible]	$0	$0	$0
Closets	$0	$0	[illegible]	$0	$0	$0
Linen Shelving	$0	$0	[illegible]	$0	$0	$0
5TH FLOOR						

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

GUEST ROOMS						
Base (4,203)	$0	$0	$0	$3,886	$0	$3,886
Small Crown (3,638)	$0	$0	$0	$3,181	$0	$3,181
Large Crown (2,946)	$0	$0	$0	$4,825	$0	$4,825
Door Casing (6,680)	$0	$0	$0	$0	$0	$0
Ceiling Trim (1,435)	$1,526	$0	$3,814	$0	$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						

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

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	**$22,618**	**$0**	**$157,591**	**$61,960**	**$84,295**	**$135,256**

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

YANDLED

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 6/20/2017

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
COMPANY Wesco Insurance Company 59 Maiden Lane, 6th Floor New York, NY 10038	
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 # 1, Bldg # 1 Property of Others, Special (Including theft), Replacement Cost	$67,963	5,000

REMARKS (Including Special Conditions)

Special Conditions:
Pay app 2 HMS Common Areas
stored materials 67,963

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

R - 21064

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

ELECTRONICALLY FILED - 2023 May 16 2:18 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 2:18 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

From: Amy Stasiukaitis
Sent: 19 May 2017 15:37:08 +0000
To: Ashe, Candice
Cc: Spano, Tim;Starcevic, Nicholas;Dooley, Alec;Denney, Brandon;David Stasiukaitis;Debbie Yandle (COL)
Subject: HMS Common Areas Bill
Attachments: Copy of Stored Material Log - Common Areas (002).xlsx, Marion Square (Common) Bill 6 - Signed.pdf

Good afternoon. Please see attached pay application, stored materials paperwork, and stored materials log. I have copied Debbie Yandle with our insurance agency to make sure you get an updated COI in the amount of $103,694 reflected on the stored materials log. The Bill of Sale reflects the amount added to stored materials that has not been moved on site. Please let me know if you need anything further.

We will follow up with pictures of stored materials ASAP.

Sincerely,

Amy Stasiukaitis
Accounting and Office Manager
Low Country Case and Millwork
Office: 843-797-0881 Fax: 843-797-0883
www.lccm.com

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

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

From: Amy Stasiukaitis
Sent: 20 Jun 2017 19:20:50 +0000
To: Ashe, Candice
Cc: Spano, Tim;Starcevic, Nicholas;Dooley, Alec;Denney, Brandon;David Stasiukaitis;Debbie Yandle (COL)
Subject: RE: HMS Common Areas - Pay App

Debbie,

Please revise the amount below to $67,963 to reflect the stored materials for both millwork and casework. Thank you!

Sincerely,

Amy Stasiukaitis
Accounting and Office Manager
Low Country Case and Millwork
Office: 843-797-0881 Fax: 843-797-0883
www.lccm.com

-----Original Message-----
From: Amy Stasiukaitis
Sent: Tuesday, June 20, 2017 3:15 PM
To: 'Ashe, Candice' <CAshe@Balfourbeattyus.com>
Cc: 'Spano, Tim' <timspano@Balfourbeattyus.com>; 'Starcevic, Nicholas' <NStarcevic@Balfourbeattyus.com>; 'Dooley, Alec' <adooley@Balfourbeattyus.com>; 'Denney, Brandon' <BDenney@Balfourbeattyus.com>; David Stasiukaitis <David@lccm.com>; Debbie Yandle (COL) <Debbie.Yandle@ioausa.com>
Subject: HMS Common Areas - Pay App

Good afternoon. Please see attached pay application for the Common Areas at Marion Square for June. I have copied Debbie Yandle to insure you get a COI in the amount of $64,658.00 for the updated amount stored at our facilities. Let me know if you need anything further.

Sincerely,

Amy Stasiukaitis
Accounting and Office Manager
Low Country Case and Millwork
Office: 843-797-0881 Fax: 843-797-0883 www.lccm.com

-----Original Message-----
From: scanner@lccm.com [mailto:scanner2@cipsupport.com]
Sent: Tuesday, June 20, 2017 1:52 PM

To: Amy Stasiukaitis <Amy@lccm.com>
Subject: Scanned image from MX-M266N

Reply to: scanner@lccm.com <scanner@lccm.com> Device Name: Not Set Device Model: MX-M266N
Location: Not Set

File Format: PDF (Medium)
Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.
Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.
Adobe(R)Reader(R) can be downloaded from the following URL:
Adobe, the Adobe logo, Acrobat, the Adobe PDF logo, and Reader are registered trademarks or trademarks of Adobe Systems Incorporated in the United States and other countries.

http://www.adobe.com/

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

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

Balfour Beatty
Construction

Request for Payment

Pay Request # PE07
Work Performed Through: 06/30/17

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: 06/21/17
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)	$375,073.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$3,305.00	
Current Month Gross	$32,717.00	
New Work Performed to Date	$411,095.00	
Less 10 % Retainage	$41,109.50	
Amount Earned to Date	$369,985.50	
Less Previous Net Billings	$337,565.70	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$32,419.80	

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	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
06/30/17	13026100 - PE07	13026100 . PE# PE07 . 170630

Gross Amount	Retainage Amt	Net Amount
$32,717.00	$41,109.50	$32,419.80

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

Hold Codes: PM APP Stored Materials
O/F

Approvals:
PM / Date
CA 06/21/17
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 - Cor**

VIA ARCHITECT

FROM CONTRACTOR
Low Country Case and Millwork
3270 Benchmark Drive
Ladson, SC 29456

CONTRACT FOR CONSTRUCTION

APPLICATION NO **7**

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)	$	[illegible]
5. RETAINAGE:		
a. [illegible] % of Completed Work (Column D + E on G703)		
b. [illegible] % of Stored Material (Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	$	[illegible]
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	[illegible]
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	[illegible]
8. CURRENT PAYMENT DUE	$	32,419.80
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	738,780.50

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$30,013.00	$0.00
Total approved this Month	$0.00	$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 Stanicki Date 6/20/17

CONTRACTOR
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 $ 32,419.80

(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 A.A. ©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 2:18 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, or Construction Manager as Adviser Edition, AIA Document G732, 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: 6/20/17
PERIOD TO: 6/30/17
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	1st Floor - Millwork	296,567.00	-	296,567.00	182,013.00	23,411.00	-	205,424.00	69.27%	91,143.00	20,542.40
2	1st Floor - Casework	163,776.00		163,776.00			3,305.00	3,305.00	2.02%	160,471.00	330.50
3	2nd Floor - Millwork	255,473.00		255,473.00	116,865.00	9,306.00	-	126,192.00	50.18%	127,281.00	12,619.20
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	Benaine	28,140.00		28,140.00	28,140.00	-	-	28,140.00	100.00%	-	[illegible]
15	Change Order 1	-	30,013.00	30,013.00	30,013.00	-	-	30,013.00	100.00%	-	-
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**	**375,073.00**	**32,717.00**	**3,305.00**	**411,095.00**	**38.36%**	**690,631.00**	**41,109.50**

R - 21072

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

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	6/20/2017

PRIME SUB'S NAME	Low Country Case and Millwork
Attachment for Pay Req #:	7
for Month Ending:	6/30/2017

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	*thru March 2010*
Low Country Case and Millwork	Yes - Chas			Yes	YES	NO	$411,095.00	6/20/2017	5/31/2017	PARTIAL	FINAL	thru June 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	

R - 21073

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

ELECTRONICALLY FILED - 2023 May 16 2:18 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: 6/20/17

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 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: Employee Break 123A, Fire Command 125, Receiving 126, Sales 128 Casework

Stored Address: 3270 Benchmark Drive, Ladson, SC 29456

Sum Total Value: $3,305.00

Witness:

Amy E. Stasiukaitis

Amy E. Stasiukaitis

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 June 2017, by David Stasiukaitis as CEO of Low Country Case & Millwork

My Commission Expires April 18, 2023 Constance A Polacek (Seal)
Notary Public

Constance A Polacek
Notary Public, South Carolina
My Commission Exp. April 18, 2023

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

STORAGE RECEIPT

Date: 6/20/17

This is to certify that the undersigned holds on storage at 3270 Benchmark Drive, Ladson, SC 29456 the following described building material, consisting of casework for 1st Floor 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 $3,305.00, not including the amount of $330.50 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 1st floor Casework 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 Stanislet
Subcontractor / Vendor

BY: _____
Balfour Beatty Construction, LLC

ELECTRONICALLY FILED - 2023 May 16 2:18 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 $ 32,419.80 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:

_____

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 June, 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 June, 2017

Signed, sealed and delivered
in the presence of:

Amy E. Stasiukaitis
Signature
Amy E. Stasiukaitis
Print Name

Low Country Case and Millwork
a [illegible] corporation

David Stasiukaitis
Signature
[illegible], CEO
Print Name & Title

STATE OF South Carolina
COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 20th day of June, 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.

Constance A Polacek
NOTARY PUBLIC, STATE OF South Carolina

My Commission Expires: April 18, 2023

Constance A Polacek
Notary Public, South Carolina
My Commission Exp. April 18, 2023

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

HOTEL AT MARION SQUARE - Common Areas

Stored Material Log - Millwork

	May			June		
	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	$3,087	$0	$0	$0	$0
Elevator Lobby 100E	$0	$0	$0	$0	$0	$0
Spa Retail 113	$0	$0	$6,487		$6,487	$0
Patisserie 115B	$0	$0	$0	$0	$0	$0
Patisserie 115B - Wall	$0	$0	$0	$0	$0	$0
Vestibule 117	$0	$0	$5,918	$0	$5,918	$0
Men's 119	$0	$0	$2,711	$0	$2,711	$0
Women's 121	$0	$0	$3,482	$0	$3,482	$0
Camelia's Lounge	$0	$0	$8,543	$0	$8,543	$0
Private Dining 146	$0	$0	$0	$0	$0	$0
Dining 147/148	$16,353	$16,353	$0	$0	$0	$0
2ND FLOOR						
Prefunction 207	$0	$21,472	$0	$0	$0	$0
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	$0	$0	$24,235	$0	$0	$24,235
Ball Room Two/Three 224/226	$0	$0	$2,638	$0	$0	$2,638
Vestibule 200LV	$0	$0	$0	$0	$0	$0
Upper Dining 247	$11,895	$0	$11,895	$0	$11,895	$0
Ball Room Four 248	$0	$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
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	$0	$0	$0	$0	$0	$0
TOTAL	**$28,248**	**$40,912**	**$103,694**	**$0**	**$39,036**	**$64,658**

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

HOTEL AT MARION SQUARE - Common Areas

Stored Material Log - Casework

	June		
	Added to SM	Removed from SM (Installed)	Total Stored at Month's End
1ST FLOOR			
Luggage 104B			
Bell Desk 106			
Spa Retail 113			
Patisserie 115B			
Men's 119			
Women's 121			
Employee Break 123A	2,167.00		$2,167.00
Camelia's 124			
Fire Command 125	525.00		$525.00
Receiving 126	371.00		$371.00
Sales 128	242.00		$242.00
Server 145			
Bar 148			
Hostess / Seating 148			
2ND FLOOR			
Mani / Pedi 215			
Bridal Suite 216A			
Vestibule 217 Closets			
Single Treatment 218A / 218B			
Single Treatment 219A / 219B			
Couples Treatment 219C			
Spa Vestibule 220A			
Spa Vestibule 220B			
Men's Locker 221			
Women's Locker 222			
Men 223			
Women 225			
Maintenance 231			
CONCIERGE			
Prep Kitchen			
Concierge Lounge 619			
MANAGER'S APARTMENT			
Lower Bathroom			
Wet Bar			
Kitchen			
Master Bathroom			
Master Closets			
ROOF TOP			
Cabannas - Small (x5)			

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

Cabannas - Large (x5) Bar RT10 Men RT18 Women RT20			
BONDING Bond			
TOTAL	$3,305	**$0**	**$3,305**

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

YANDLED

DATE (MM/DD/YYYY)
6/20/2017

EVIDENCE OF PROPERTY INSURANCE

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE DDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE OVERAGE 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.

VERAGE 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	$135,256	5,000

REMARKS (Including Special Conditions)

Special Conditions:
16/17 Balfour Beatty Hotel @ Marion Square stored materials 135,256 Issued Guest Rooms @HMC Pay app 3
6/20/17

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 2:18 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

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

From: Amy Stasiukaitis
Sent: 21 Oct 2016 17:29:33 +0000
To: Debbie Yandle (COL);Woody Power (COL)
Cc: Starcevic, Nicholas;David Stasiukaitis
Subject: Hotel @ Marion Square Stored Materials
Importance: High

Debbie,

Can you send Nick (who is copied in this email) a COI for the stored materials for the Hotel @ Marion Square – Floors 3-8 project? We are storing materials in the amount of $36,939. Please make sure he gets this certificate today. Thanks so much!

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 2:18 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

From: Amy Stasiukaitis
Sent: 11 Nov 2016 17:24:15 +0000
To: CAshe@Balfourbeattyus.com
Cc: Spano, Tim;Starcevic, Nicholas;Dooley, Alec;Denney, Brandon;Debbie Yandle (COL);David Stasiukaitis
Subject: HMS - Guest Rooms Pay App 2
Attachments: scanner@lccm.com_20161111_121333.pdf, Evidence.pdf

Good afternoon. Please see attached pay application for the Hotel at Marion Square guestrooms for the month of November. I have copied Debbie Yandle with Insurance Office of America to make sure you get the COI for the stored materials updated. Please let us know if you need anything further regarding the guest room invoicing.

Debbie...could you please update the attached certificate to reflect a Stored Materials amount of $84,640? Thanks for your help!

Sincerely,

Amy Stasiukaitis
Office Manager/Accounts Receivable
Low Country Case and Millwork
Office: 843-797-0881 Fax: 843-797-0883
www.lccm.com

From: Amy Stasiukaitis
Sent: 9 Dec 2016 18:53:14 +0000
To: CAshe@Balfourbeattyus.com
Cc: Spano, Tim;Starcevic, Nicholas;Dooley, Alec;Denney, Brandon;Debbie Yandle (COL);David Stasiukaitis
Subject: HMS - Guest Rooms Pay App 3
Attachments: Marion Square (Guest Rooms) Bill 3 - Signed.pdf

Good afternoon. Please see attached invoice for the Guest Rooms @ HMS. I have copied Debbie Yandle, with our insurance agency, to make sure you get an updated COI for the total stored materials in the amount of $108,767. We will follow with proof of materials in the next week. Please 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 2:18 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

From: Amy Stasiukaitis
Sent: 20 Jun 2017 19:17:56 +0000
To: Ashe, Candice
Cc: Spano, Tim;Starcevic, Nicholas;Dooley, Alec;Denney, Brandon;David Stasiukaitis;Debbie Yandle (COL)
Subject: HMS Guest Floors - Pay App
Attachments: scanner@lccm.com_20170620_124527.pdf

Please see attached pay application for June for the Guest Floors at Hotel Marion Square. Debbie is copied to insure you get a COI for stored materials at our facilities in the amount of $135,256. Please let me know if you need anything further.

Sincerely,

Amy Stasiukaitis
Accounting and Office Manager
Low Country Case and Millwork
Office: 843-797-0881 Fax: 843-797-0883
www.lccm.com

-----Original Message-----
From: scanner@lccm.com [mailto:scanner2@cipsupport.com]
Sent: Tuesday, June 20, 2017 1:45 PM
To: Amy Stasiukaitis <Amy@lccm.com>
Subject: Scanned image from MX-M266N

Reply to: scanner@lccm.com <scanner@lccm.com> Device Name: Not Set Device Model: MX-M266N Location: Not Set

File Format: PDF (Medium)
Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.
Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.
Adobe(R)Reader(R) can be downloaded from the following URL:
Adobe, the Adobe logo, Acrobat, the Adobe PDF logo, and Reader are registered trademarks or trademarks of Adobe Systems Incorporated in the United States and other countries.

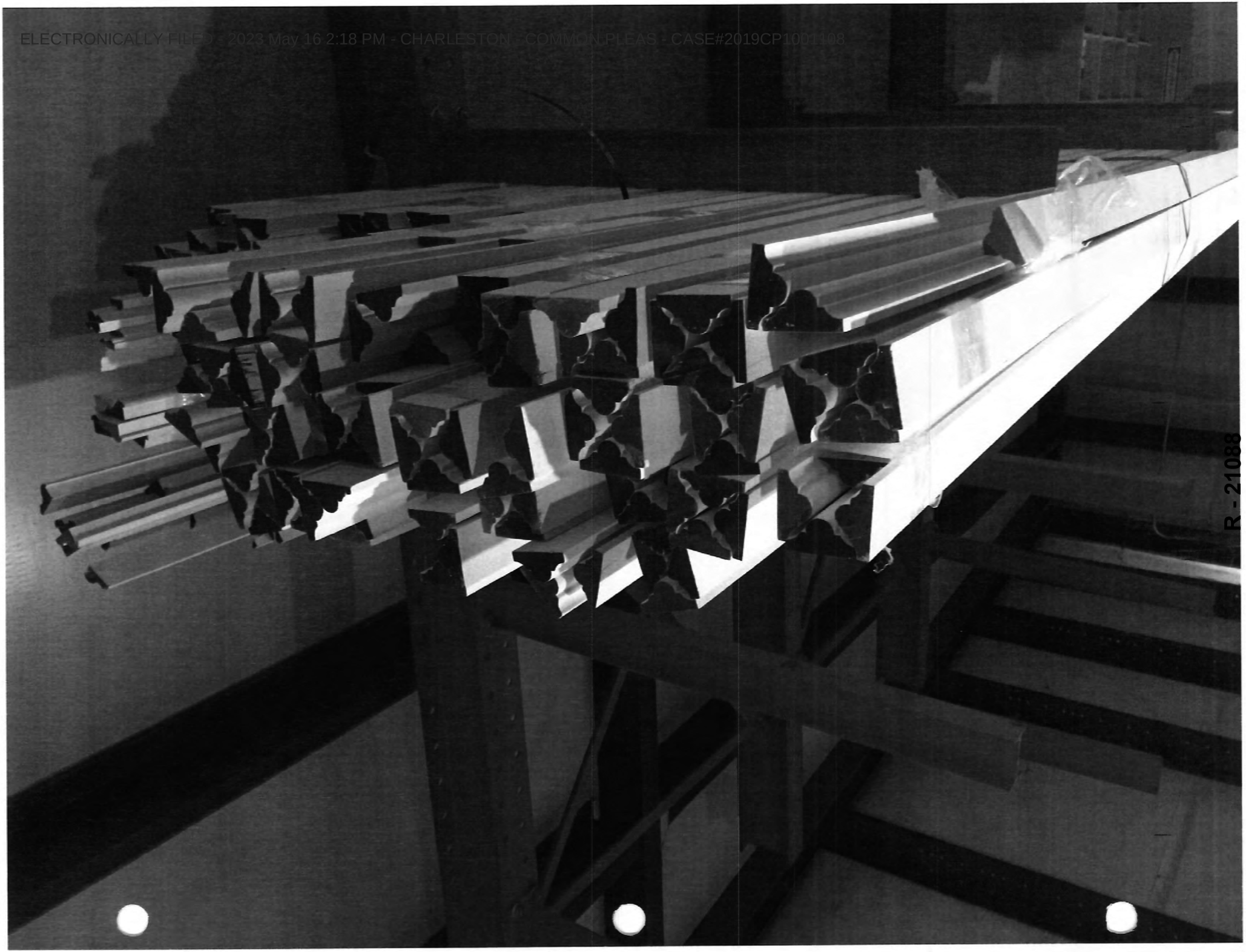
http://www.adobe.com/

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

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

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

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



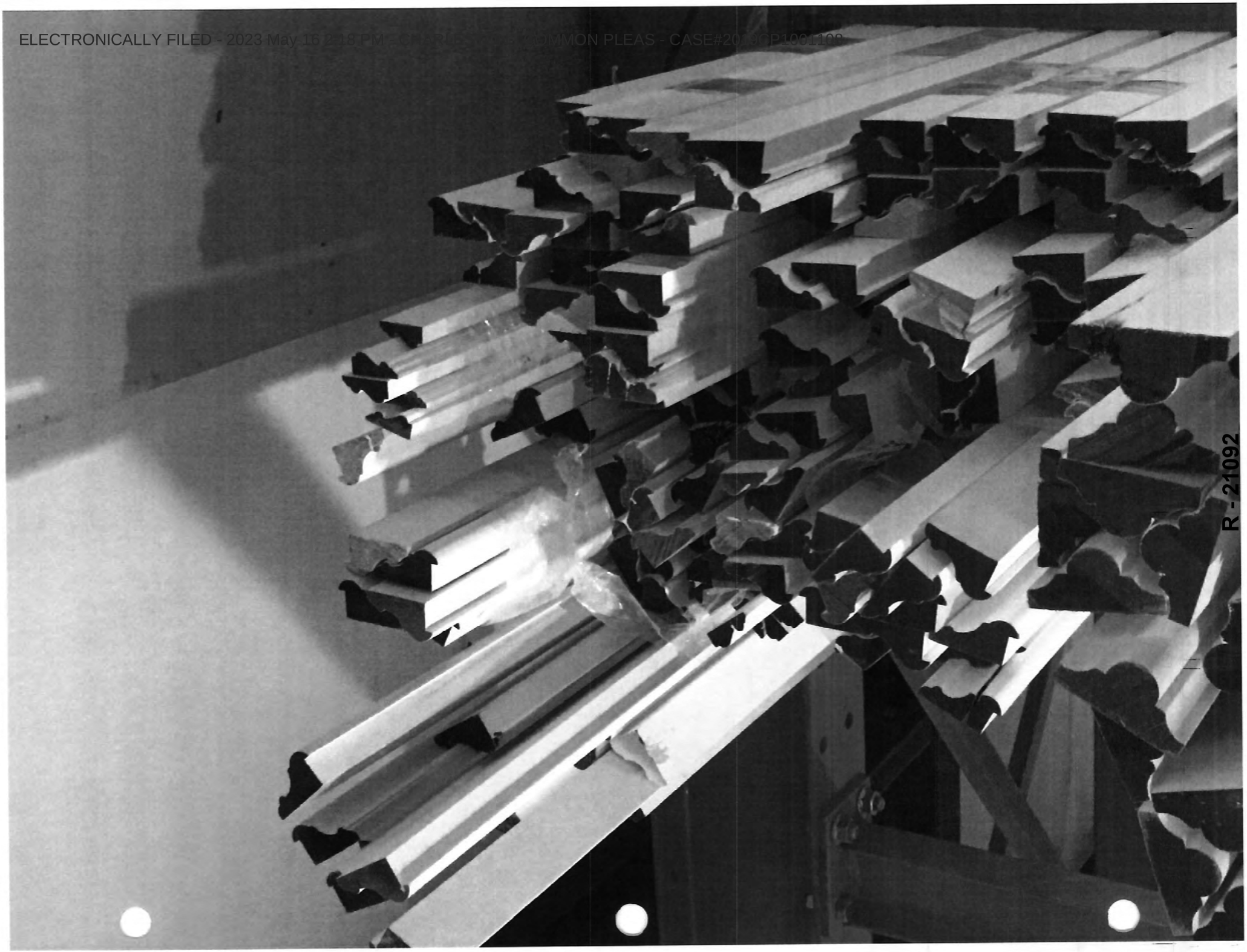
R - 21088

ELECTRONICALLY FILED - 2021 May 18 2:34 PM - JARUSTON - COMMON PLEAS - CASE #: 19CP1001108

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

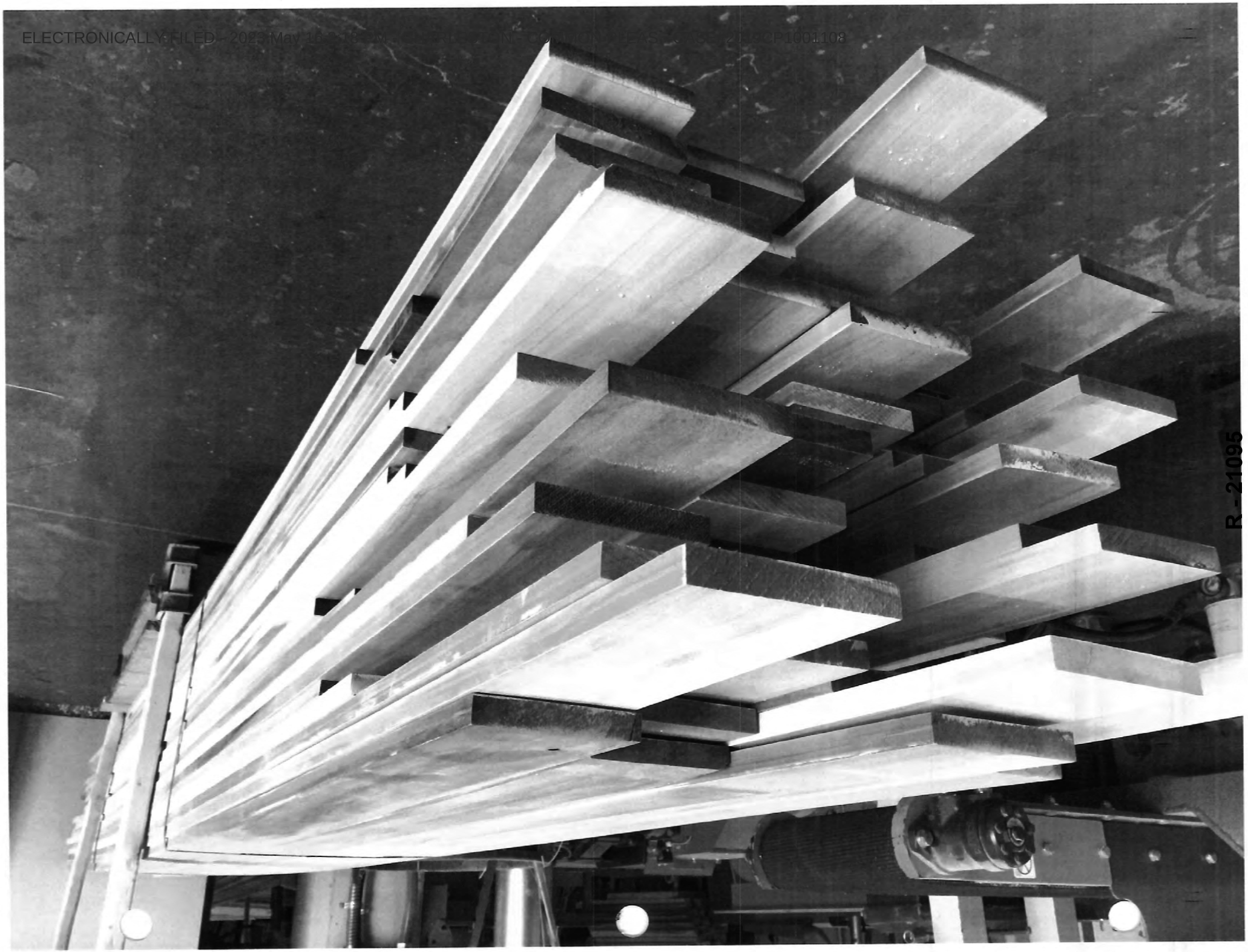
ELECTRONICALLY FILED - 2023 May-10 - 5:PM - RICHARDSON - COMMON - CASE #: 2017-CP-1001

ELECTRONICALLY FILED - 2023 May 16 2:18 PM - CUYAHOGA - COMMON PLEAS - CASE#2023CP1001102



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

ELECTRONICALLY FILED – 2023 May 16 2:16 PM [illegible] CP1001108



R - 21095

ELECTRONICALLY FILED - 2023 May-16 2:15 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

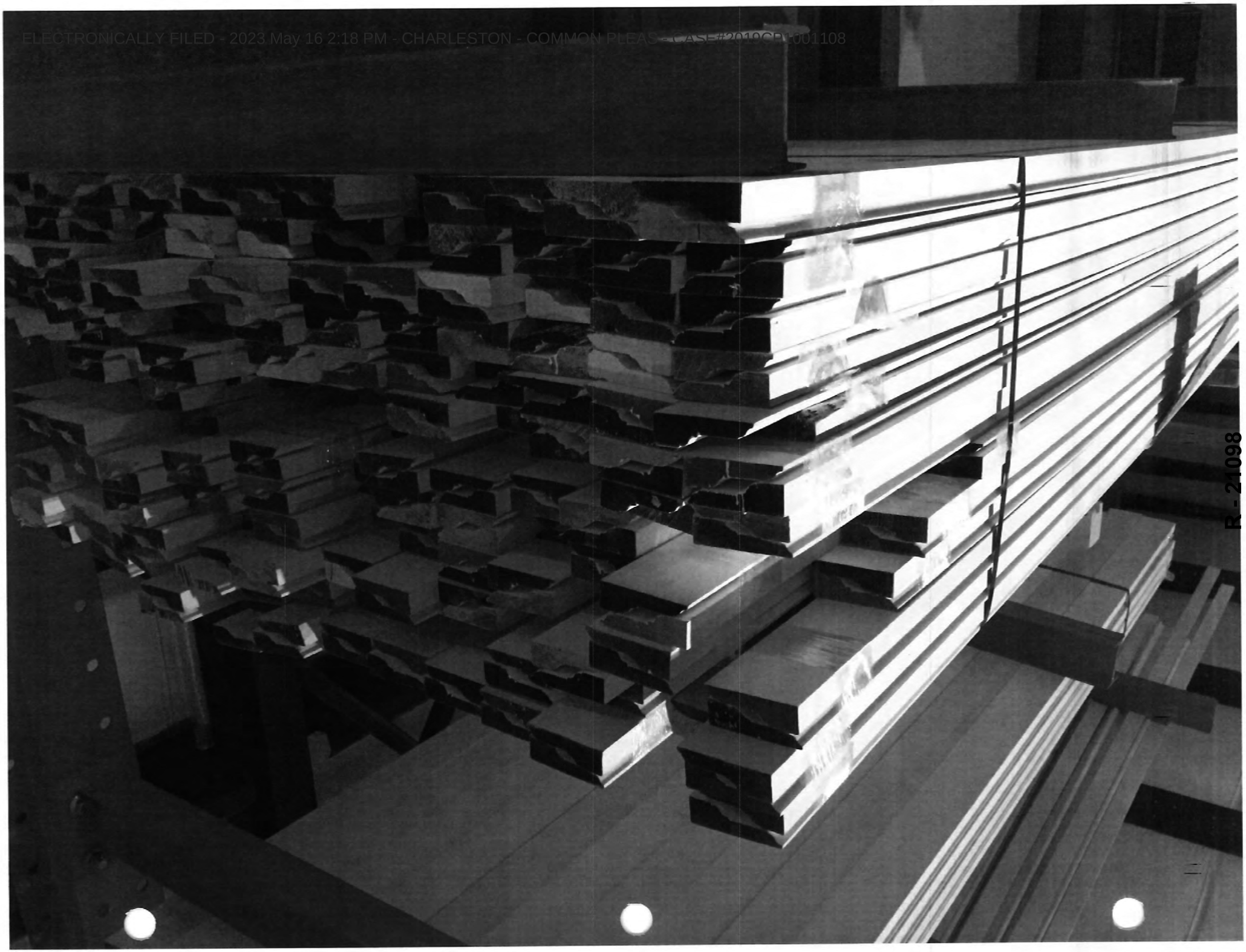
ELECTRONICALLY FILED - 2023 May 16 2:18 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #132

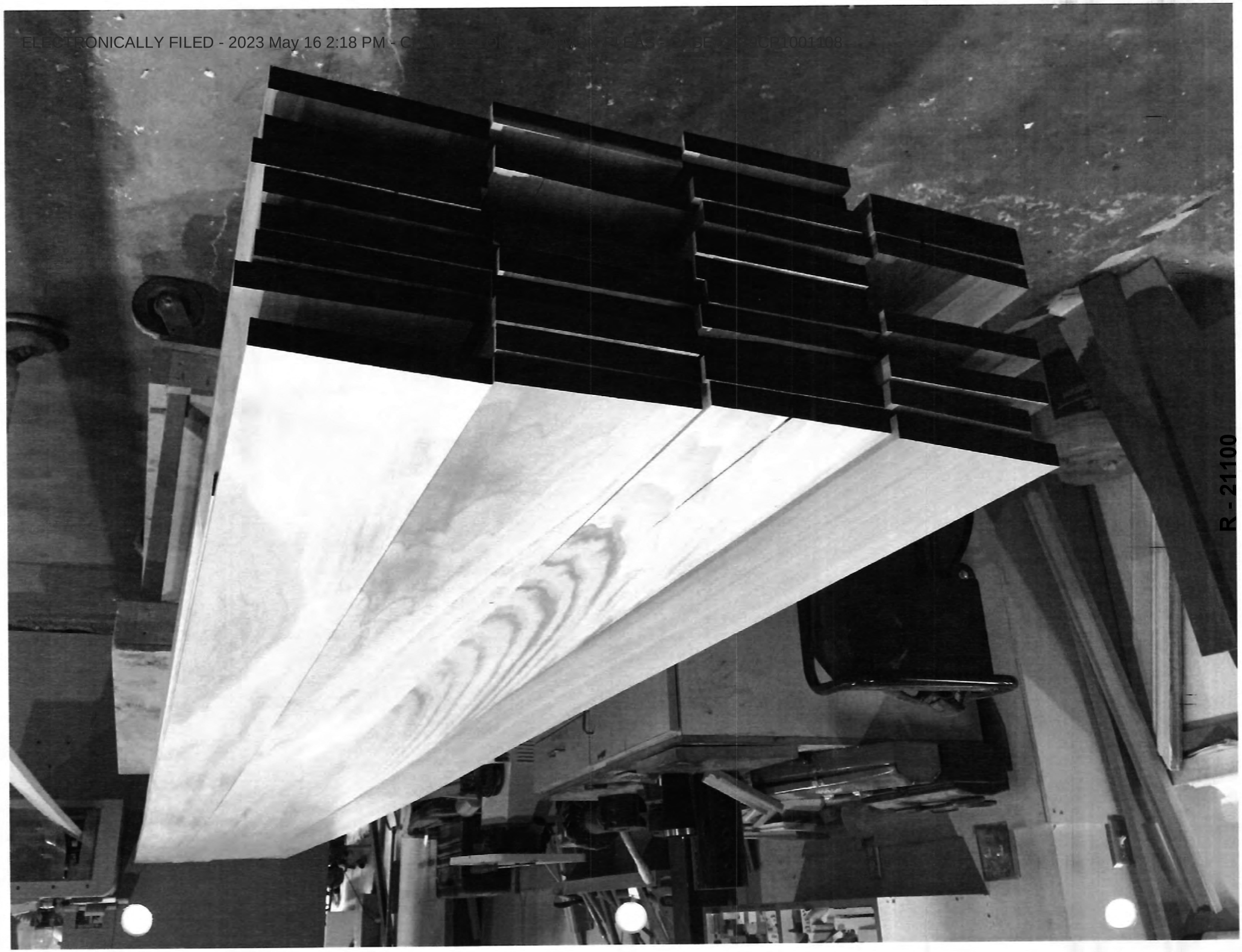
Part 3 of 3

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



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

ELECTRONICALLY FILED - 2023 May 16 2:18 PM - C[illegible] CR1001108



R - 21100

ELECTRONICALLY FILED - 2023 May 16 2:18 PM - CHARLESTON - COMMON PLEAS - CASE# 2021CP1001108

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

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

Balfour Beatty
Construction

Request for Payment

Pay Request # 6
Work Performed Through: 06/30/17

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 Job No.: 13026000 Date: 06/19/17
Owner: Library Associates, LLC

Description of Work:	Tile	
Original Contract Amount	$3,348,828.00	
Change Order Total	-$9,802.00	
Through C/O #:		
Total Revised Contract	$3,339,026.00	
Previous Work Performed to Date(SSR)	$755,083.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$563,783.40	
Current Month Gross	$77,749.45	
New Work Performed to Date	$1,396,615.85	
Less 10 % Retainage	$139,661.59	
Amount Earned to Date	$1,256,954.26	
Less Previous Net Billings	$679,574.70	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$577,379.56	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	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**		
06/30/17	13026000 - 06	13026000 . PE# 06 . 17.06		
Gross Amount		**Retainage Amt**	**Net Amount**	
$77,749.45		$3,887.47	$577,379.56	
Trade Account?	**Tax Code**	**Pay Item & Cost Code**		**Accrue Tax?**
NO				NO

Halt Codes: PM Approval; O/F; Lower Tier Waivers; *STORED MATERIALS*

Approvals:
PM / Date
CA 06/27/17
PA / Date
APA / Date

ELECTRONICALLY FILED - 2023 May 16 2:18 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 $ 577,379.56 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), 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 the attached list of extra work and 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 30th day of June, 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 26th day of June, 2017.

Signed, sealed and delivered
in the presence of:

_____
Signature

_____
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 26th day of June, 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

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

Balfour Beatty Construction

Exhibit F1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The 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 $ 577,379.56 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 Proj 6/30/2017
(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:

this excludes the attached list of extra work and 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 26th day of June 20 17

David Allen Company, Inc.
(Name of Subcontractor/Vendor)

signature

By: Joseph B. Martin, VP
(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 26th day of June 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 Public
Wake County
My Commission Expires
08/30/2017
NORTH CAROLINA

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	**Hotel at Marion Square**
Job #	**13025000**

Date Prepared:	5/15/2017

PRIME SUB'S NAME	**David Allen Company, INC.**
Attachment for Pay Req #:	16
for Month Ending:	6/30/2017

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*	*thru March 2010*
Ceramic Technics	No				Yes		$286,659.32	5/22/2017	5/31/2017	PARTIAL		
Dal-tile	No				YES		$20,126.59	6/9/2017	5/31/2017	PARTIAL		
Emser Tile	No				YES		$46,253.93	6/6/2017	5/31/2017	PARTIAL		
Palmetto Tile	No				YES		$5,401.72	6/2/2017	None			
D & S Flooring Corp	No				YES		$6,048.00	4/4/2017	5/31/2017	PARTIAL		
Jeff Seibert	No				YES		$7,750.00	2/23/2016	5/31/2017	PARTIAL		
Vicvilla Tile LLC	No				YES		$99,258.65	6/23/2017	None			
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

R - 21106

ELECTRONICALLY FILED - 2023 May 16 2:18 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 28203

Invoice: 2302128172
Draw: CL201706JunRev
Invoice date: 6/26/2017
Period ending date: 6/30/2017

Contract For:

Request for payment:

Original contract amount	$3,348,828.00	
Approved changes	-$9,802.00	
Revised contract amount		$3,339,026.00
Contract completed to date		$1,396,615.85
Add-ons to date	$0.00	
Taxes to date	$0.00	
Less retainage	$139,661.59	
Total completed less retainage		$1,256,954.26
Less previous requests	$679,574.70	
Current request for payment		$577,379.56
Current billing		$641,532.85
Current additional charges	$0.00	
Current tax	$0.00	
Less current retainage	$64,153.29	
Current amount due		$577,379.56
Remaining contract to bill	$2,082,071.74	

Project: SC5-104
Hotel at Marion Square

Contract date: 5/5/2015

Architect:

Scope:

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner	9,283.00	-19,085.00
Total approved this Month		
TOTALS	9,283.00	-19,085.00
NET CHANGES by Change Order		-9,802.00

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 White

Date:

DIANA F COLE
Notary Public
Wake County
My Commission Expires
08/30/2017
NORTH CAROLINA

State Of North Carolina County Of Wake

Subscribed and sworn to before me this 26th day of June 2017

Notary Public Diana F Cole

My commission expires: 8/30/2017

R - 21107

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

REQUEST FOR PAYMENT DETAIL

Project: SC5-104 / Hotel at Marion Square Invoice: 2302128172 Draw: CL201706JunRev Period Ending Date: 6/30/2017

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	12,558.00			12,558.00	75.00	4,186.00	1,255.80
01002	Mobilization	16,744.00	8,372.00			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			20,926.00	100.00		2,092.60
01022	1st Fl Publ Rest/Vest Tile - L	13,493.00	12,143.70	674.65		12,818.35	95.00	674.65	1,281.84
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 - 21108

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

REQUEST FOR PAYMENT DETAIL

Project: SC5-104 / Hotel at Marion Square Invoice: 2302128172 Draw: CL201706JunRev Period Ending Date: 6/30/2017

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	2,688.50	2,688.50		5,377.00	100.00		537.70
01036	1st Floor Staff Restrooms - L	3,467.00	1,733.50	1,560.15		3,293.65	95.00	173.35	329.36
01037	2nd Floor Public Rest Tile - M	16,355.00	16,355.00			16,355.00	100.00		1,635.50
01038	2nd Floor Public Rest Tile - L	10,546.00	9,491.40	527.30		10,018.70	95.00	527.30	1,001.87
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		1,232.00	100.00		123.20
01046	2nd Floor Fitness Restrm - L	795.00		755.25		755.25	95.00	39.75	75.53
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	9,913.00			9,913.00	50.00	9,913.00	991.30
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	24,558.00			24,558.00	50.00	24,558.00	2,455.80
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			138,571.00	100.00		13,857.10
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 - 21109

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

REQUEST FOR PAYMENT DETAIL

Project: SC5-104 / Hotel at Marion Square Invoice: 2302128172 Draw: CL201706JunRev Period Ending Date: 6/30/2017 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	125,136.90			125,136.90	90.00	13,904.10	12,513.69
01070	4th Flr Guest Room Floors - L	89,652.00						89,652.00	
01071	4th Flr Guest Room Walls - M	78,124.00		70,311.60		70,311.60	90.00	7,812.40	7,031.16
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			118,845.90	118,845.90	90.00	13,205.10	11,884.59
01076	5th Flr Guest Room Floors - L	85,144.00						85,144.00	
01077	5th Flr Guest Room Walls - M	74,315.00			66,883.50	66,883.50	90.00	7,431.50	6,688.35
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			12,745.00	100.00		1,274.50
01080	6th Flr Terrace Merkrete - L	29,740.00	14,870.00			14,870.00	50.00	14,870.00	1,487.00
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			66,924.00	66,924.00	90.00	7,436.00	6,692.40
01086	6th Flr Guest Room Floors - L	47,946.00						47,946.00	
01087	6th Flr Guest Room Walls - M	42,927.00			38,634.30	38,634.30	90.00	4,292.70	3,863.43
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			83,559.60	83,559.60	90.00	9,284.40	8,355.96
01092	7th Flr Guest Room Floors - L	59,864.00						59,864.00	
01093	7th Flr Guest Room Walls - M	57,154.00			51,438.60	51,438.60	90.00	5,715.40	5,143.86
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			86,422.50	86,422.50	90.00	9,602.50	8,642.25
01098	8th Flr Guest Room Floors - L	61,915.00						61,915.00	
01099	8th Flr Guest Room Walls - M	56,750.00			51,075.00	51,075.00	90.00	5,675.00	5,107.50

R - 21110

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

REQUEST FOR PAYMENT DETAIL

Project: SC5-104 / Hotel at Marion Square Invoice: 2302128172 Draw: CL201706JunRev Period Ending Date: 6/30/2017 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			17,380.00	100.00		1,738.00
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	
CO 02	Zero Change order								
CO 03	Guestroom Mockup Glass	9,283.00						9,283.00	
	Totals	3,339,026.00	755,083.00	77,749.45	563,783.40	1,396,615.85	41.83	1,942,410.15	139,661.59

R - 21111

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

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

ACORD 24 (1/95)

Material Bill of Sale

TO: Balfour Beatty Construction, LLC

REGARDING: Material Bill of Sale, Conditional upon Receipt of Payment

DATE: June 26, 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
Five hundred sixty-three thousand seven hundred eighty-three and 40/100's $563,783.40 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: Hard Tile and Marble

Stored Address: David Allen Company
108A White Oak Lane
Lexington, SC 29073

Sum Total Value: $563,783.40

Witness:

Subcontractor:

Joseph B. Martin, VP
Name and Title

State of North Carolina County of Wake

The foregoing instrument was acknowledged before me this 26th day of June 2017, by Joseph B. Martin as VP of David Allen Company

Diana F Cole
Notary Public

My Commission Expires: 8/30/2017

DIANA F COLE (Seal)
Notary Public
Wake County
My Commission Expires
08/30/2017
NORTH CAROLINA

Ballour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	6/15/2017

PRIME SUB'S NAME	David Allen Company, INC.
Attachment for Pay Req #:	6
for Month Ending:	6/30/2017

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 - FIT*	*NO*	*N/A*		*YES*	*NO*	*$12,123.00*	*4/27/2010*	*3/31/2010*	*PARTIAL*	*FINAL*	*thru March 2010*
Ceramic Technics	No				Yes		$286,659.32	5/22/2017	5/31/2017	PARTIAL		
Daltile	No				YES		$20,126.59	6/9/2017	5/31/2017	PARTIAL		
Palmetto Tile	No				YES		$5,317.23	5/29/2017	None			
Fraser Tile	No				YES		$39,422.30	5/31/2017	5/13/2017	PARTIAL		
D & S Flooring Corp	No				YES		$6,049.00	4/4/2017	5/31/2017	PARTIAL		
Jeff Seaton	No				YES		$7,750.00	2/23/2016	4/30/2017	PARTIAL		
Victrie Tile LLC	No				YES		$90,108.65	5/13/2017	None			
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

R - 21113

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

20DAVIDALL

ACORD™ EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY): 06/30/2017

THIS EVIDENCE OF COMMERCIAL 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.

PRODUCER NAME, CONTACT PERSON AND ADDRESS
BB&T Insurance Services, Inc.
Post Office Box 13941
Durham, NC 27709
Beth Pack

PHONE (A/C, No, Ext): 919 281-4500
FAX (A/C, No): 8887468761
E-MAIL ADDRESS: BPack@BBandT.com
CODE:
SUB CODE:
AGENCY CUSTOMER ID #: 391280

COMPANY NAME AND ADDRESS
Hanover Insurance Company
Box 85612
Richmond, VA 23285

NAIC NO: 22292

IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH

POLICY TYPE: Builders Risk / Installation Coverage

NAMED INSURED AND ADDRESS
David Allen Company Inc
PO Box 27705
Raleigh, NC 27611

LOAN NUMBER:
POLICY NUMBER: RH6980376406

EFFECTIVE DATE: 01/01/2017
EXPIRATION DATE: 01/01/2018
☐ CONTINUED UNTIL TERMINATED IF CHECKED

ADDITIONAL NAMED INSURED(S):

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION (Use REMARKS on Page 2, if more space is required)

☐ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

LOCATION/DESCRIPTION
SC5-104 Hotel at Marion Square
Stored materials located at 108A White Oak Lane, Lexington, SC 29073

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 ☐

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: $ 500,000.00 DED: 2,500

	YES	NO	N/A	
☐ BUSINESS INCOME ☐ RENTAL VALUE			X	If YES, LIMIT: ☐ Actual Loss Sustained; # of months
BLANKET COVERAGE			X	If YES, indicate value(s) reported on property identified above: $
TERRORISM COVERAGE			X	Attach Disclosure Notice / DEC
IS THERE A TERRORISM-SPECIFIC EXCLUSION?			X	
IS DOMESTIC TERRORISM EXCLUDED?			X	
LIMITED FUNGUS COVERAGE	X			If YES, LIMIT: 15,000. DED: 2500
FUNGUS EXCLUSION (IF "YES", specify organization's form used)			X	
REPLACEMENT COST	X			
AGREED VALUE		X		
COINSURANCE			X	If Yes, %
EQUIPMENT BREAKDOWN (If Applicable)			X	If YES, LIMIT: DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg			X	If YES, LIMIT: DED:
- Demolition Costs			X	If YES, LIMIT: DED:
- Incr. Cost of Construction			X	If YES, LIMIT: DED:
EARTH MOVEMENT (If Applicable)	X			If YES, LIMIT: 500000 DED: 25000
FLOOD (If Applicable)	X			If YES, LIMIT: 500000 DED: 25000
WIND/HAIL (If Subject to Different Provisions)	X			If YES, LIMIT: Included DED: 2500
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS				

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

☐ MORTGAGEE ☐ CONTRACT OF SALE
☐ LENDERS LOSS PAYABLE ☒ Loss Payee

NAME AND ADDRESS
Balfour Beatty Construction
1930 Camden Rd. Suite 280
Charlotte, NC 28203

LENDER SERVICING AGENT NAME AND ADDRESS

AUTHORIZED REPRESENTATIVE

© 2008-2011 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD
JAW

R - 21114

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

EVIDENCE OF COMMERCIAL PROPERTY INSURANCE REMARKS - Including Special Conditions (Use only if more space is required)

-Property of Others
-Balfour Beatty Construction Co.) and the Owner (Library Associates LLC) as loss payees.

Installation Coverage:
Any one installation project: $500,000.
Catastrophe Limit: $1,000,000.
Temporary Storage Location: $500,000.
Transit: $250,000.

BUILDER'S RISK AND INSTALLATION FLOATER FLOOD COVERAGE
Flood is excluded in all A, V and D FEMA Flood Zones

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

20DAVIDALL

ACORD™ EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY): 06/30/2017

THIS EVIDENCE OF COMMERCIAL 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.

PRODUCER NAME, CONTACT PERSON AND ADDRESS
BB&T Insurance Services, Inc.
Post Office Box 13941
Durham, NC 27709
Beth Pack

PHONE (A/C, No, Ext): 919 281-4500
FAX (A/C, No): 8887468761
E-MAIL ADDRESS: BPack@BBandT.com
CODE:
SUB CODE:
AGENCY CUSTOMER ID #: 391280

COMPANY NAME AND ADDRESS
Hanover Insurance Company
Box 85612
Richmond, VA 23285

NAIC NO: 22292

IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH

POLICY TYPE: Builders Risk / Installation Coverage

NAMED INSURED AND ADDRESS
David Allen Company Inc
PO Box 27705
Raleigh, NC 27611

LOAN NUMBER
POLICY NUMBER: RH6980376406

EFFECTIVE DATE: 01/01/2017
EXPIRATION DATE: 01/01/2018
☐ CONTINUED UNTIL TERMINATED IF CHECKED

ADDITIONAL NAMED INSURED(S)

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION (Use REMARKS on Page 2, if more space is required) ☐ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

LOCATION/DESCRIPTION
SC5-104 Hotel at Marion Square
Stored materials located at 108A White Oak Lane, Lexington, SC 29073

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 ☐

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: $ 500,000.00 DED: 2,500

	YES	NO	N/A	
☐ BUSINESS INCOME ☐ RENTAL VALUE			X	If YES, LIMIT: ☐ Actual Loss Sustained; # of months
BLANKET COVERAGE			X	If YES, indicate value(s) reported on property identified above: $
TERRORISM COVERAGE			X	Attach Disclosure Notice / DEC
IS THERE A TERRORISM-SPECIFIC EXCLUSION?			X	
IS DOMESTIC TERRORISM EXCLUDED?			X	
LIMITED FUNGUS COVERAGE	X			If YES, LIMIT: 15,000. DED: 2500
FUNGUS EXCLUSION (IF "YES", specify organization's form used)			X	
REPLACEMENT COST	X			
AGREED VALUE		X		
COINSURANCE			X	If Yes, %
EQUIPMENT BREAKDOWN (If Applicable)			X	If YES, LIMIT: DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg			X	If YES, LIMIT: DED:
- Demolition Costs			X	If YES, LIMIT: DED:
- Incr. Cost of Construction			X	If YES, LIMIT: DED:
EARTH MOVEMENT (If Applicable)	X			If YES, LIMIT: 500000 DED: 25000
FLOOD (If Applicable)	X			If YES, LIMIT: 500000 DED: 25000
WIND/HAIL (If Subject to Different Provisions)	X			If YES, LIMIT: Included DED: 2500
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS				

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

☐ MORTGAGEE ☐ CONTRACT OF SALE
☐ LENDERS LOSS PAYABLE ☒ Loss Payee

NAME AND ADDRESS
Balfour Beatty Construction
1930 Camden Rd. Suite 280
Charlotte, NC 28203

LENDER SERVICING AGENT NAME AND ADDRESS

AUTHORIZED REPRESENTATIVE

© 2008-2011 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD
JAW

R - 21116

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

EVIDENCE OF COMMERCIAL PROPERTY INSURANCE REMARKS - Including Special Conditions (Use only if more space is required)

-Property of Others
Balfour Beatty Construction Co.) and the Owner (Library Associates LLC) as loss payees.

Installation Coverage:
Any one installation project: $500,000.
Catastrophe Limit: $1,000,000.
Temporary Storage Location: $500,000.
Transit: $250,000.

BUILDER'S RISK AND INSTALLATION FLOATER FLOOD COVERAGE
Flood is excluded in all A, V and D FEMA Flood Zones

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

ELECTRONICALLY FILED - 2023 May 16 2:18 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 SBC Group LLC d/b/a Merit Professional Coatings (the "Lienor") for and in consideration of the payment of the sum of $ 20,735.97 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 28th 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 20th day of June, 20 16

Signed, sealed and delivered
in the presence of:

Adam Wade
Signature
Adam Wade
Print Name

SBC Group LLC d/b/a Merit Professional Coatings
a _____ corporation

Signature
Scott McCormack, Managing Member
Print Name & Title

STATE OF SOUTH CAROLINA

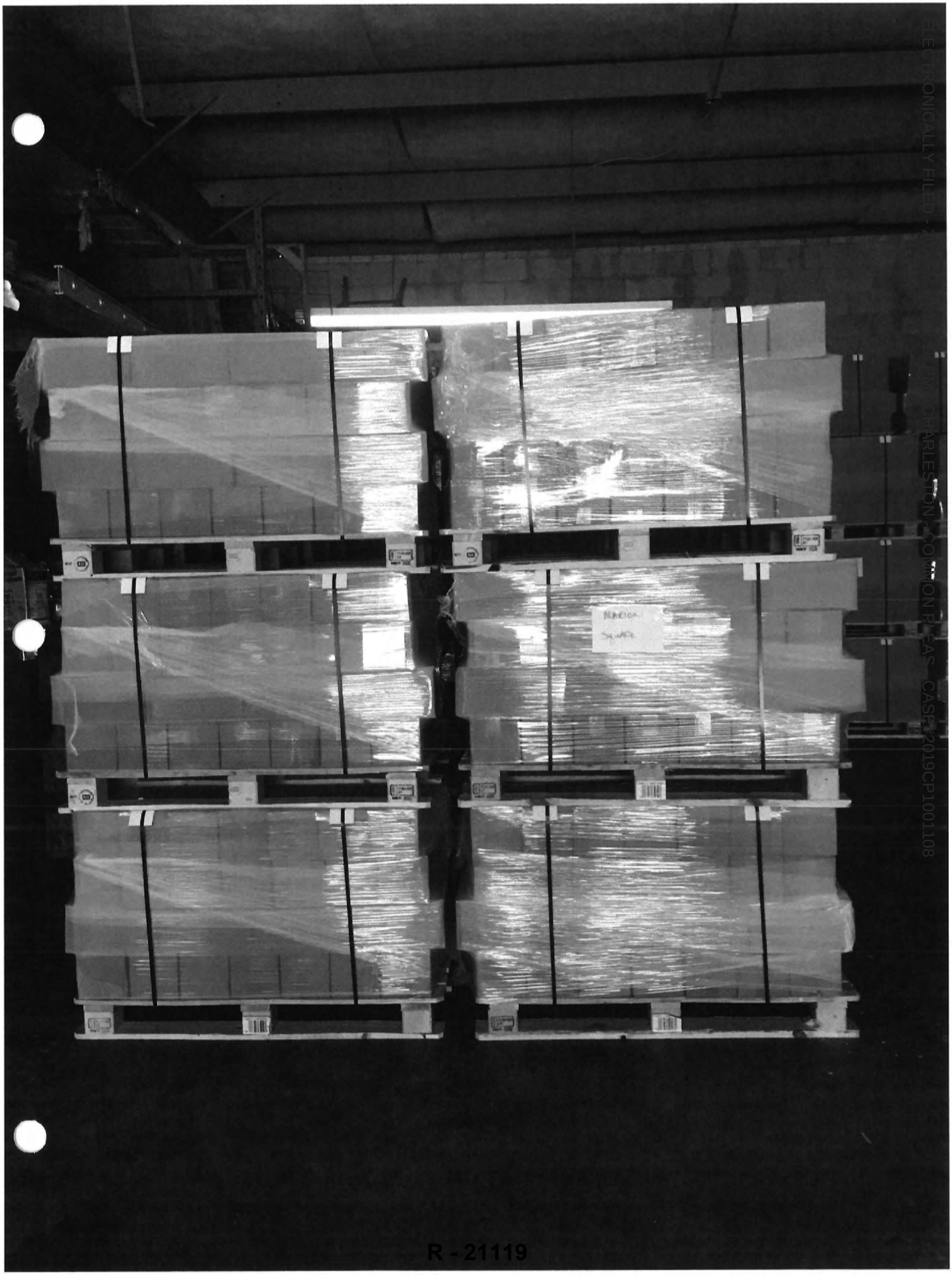
COUNTY OF CHARLESTON

The foregoing instrument was acknowledged before me this 20th day of June, 20 16 by Scott McCormack, _____ of _____, a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Erica Hitchcock
NOTARY PUBLIC, STATE OF SOUTH CAROLINA

My Commission Expires: 08/09/2026

ERICA HITCHCOCK NOTARY PUBLIC SOUTH CAROLINA MY COMMISSION EXPIRES AUGUST 9, 2026



ELECTRONICALLY FILED - 2019 CP 10 01108 - CHARLESTON COUNTY - COMMON PLEAS - CASE # 2019CP1001108

ELECTRONICALLY FILED 2023 MAY 16 2:18 PM
CASE #20CR0000108

ELECTRONICALLY FILED - 2023 May 16 2:19 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1[illegible]1108

ELECTRONICALLY FILED - 2023 May-15 03:30 PM - HART - CLERK OF COMMISSION - PLF - CASE#2019CH...001108

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

ELECTRONICALLY FILED - 2023 May 10 2:18 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023-06-16 2:18 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

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

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

ELECTRONICALLY FILED - 2023 May 16 2:18 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001103

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

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

DEFENDANT LIBRARY ASSOCIATES,

LLC'S TRIAL EXHIBIT #133

Part 1 of 2

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

BBC v. LIBRARY ASSOCIATES

2019-CP-10-01108

PAY APPLICATION #28

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	28 07/01/2017 07/31/2017
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	$ 1,949,584.71	
Approved this Month No. 7 — Date Approved 07/31/2017	$ 1,235,856.98	
TOTALS	$ 1,235,856.98	$ -
Net change by Change Orders	$ 3,185,441.69	

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: [signature] Date: 9/8/17

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.

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**		$ 3,185,441.69
3. **CONTRACT SUM TO DATE (Line 1 + 2)**		$ 62,530,188.69
4. **TOTAL COMPLETED & STORED TO DATE** (Column G on G703)		$ 46,368,130.55
5. **RETAINAGE:**		
a.	10 % of Completed Work $ 4,305,729.95	
b.	10 % of Stored Materials $ 15,884.58	
Total Retainage (Line 5a + 5b or Total in Column J of G703)		$ 4,321,614.53
6. **TOTAL EARNED LESS RETAINAGE** (Line 4 less Line 5 Total)		$ 42,046,516.03
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate)		$ 40,745,584.74
8. **CURRENT PAYMENT DUE**		$ 1,300,931.29
9. **BALANCE TO FINISH, PLUS RETAINAGE** (Line 3 less Line 6)		$ 20,483,672.66

State of: South Carolina County of: Charleston

Subscribed and sworn to before me this 8 day of Sept 17

Notary Public: [signature]

My commission expires: 1-8-2025

1,300,931.29

AMOUNT CERTIFIED $

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

ARCHITECT: WINFORD LINDSAY ARCHITECT

By: Jennifer Faulkenberry Date: 9.12.17

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-12632

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

ELECTRONICALLY FILED - 2023 May 16 2:18 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 $ 1,300,931.29 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, 49R2, 57, 59, 80, 82, 88, 100R2, 102, 103, 104, 106, 107, 112, 113, 115, 118, 122, 123, 125, 126, 127, 129, 130, 131, 132, 134, 136, 137, 138, 140, 141, 143, 144, 145, 146, 147, 148, 150, 151, 152, 153, 154, 155, 156, 157

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 31 day of July, 2017, excluding the items identified herein above, if any.

The current Contract Sum is: $ 62,530,188.69
e cumulative amount paid to Contractor to date is: $ 40,745,584.74

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 8 day of Sept, 2017

Signed, sealed and delivered
in the presence of:

Signature

Print Name

Balfour Beatty Construction, LLC
a Delaware limited liability company

Signature

Nick Stavrevski, Proj. Manager
Print Name & Title

STATE OF SC

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 8 day of Sept, 2017, by Richard R. Stavrevski 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 DL (type identification) as identification.

NOTARY PUBLIC, STATE OF SC
My Commission Expires: 1-8-2025

ELECTRONICALLY FILED - 2023 May 16 2:18 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 $ 1,300,931.29 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, 49R2, 57, 59, 80, 82, 88, 100R2, 102, 103, 104, 106, 107, 112, 113, 115, 118, 122, 123, 125, 126, 127, 129, 130, 131, 132, 134, 136, 137, 138, 140, 141, 143, 144, 145, 146, 147, 148, 150, 151, 152, 153, 154, 155, 156, 157

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 31 day of July, 2017, excluding the items identified herein above, if any.

The current Contract Sum is: $ 62,530,188.69
The cumulative amount paid to Contractor to date is: $ 40,745,584.74

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 8 day of Sept, 2017

Signed, sealed and delivered
in the presence of:

Signature
Brian L. Graham
Print Name

Balfour Beatty Construction, LLC
a Delaware limited liability company

Signature
Nick Starchic, Proj. Manager
Print Name & Title

STATE OF SC

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 8 day of Sept, 2017 by Nicholas R. Starchic 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 Driver (type of identification) as identification.

NOTARY PUBLIC, STATE OF SC
My Commission Expires: 1-8-2025

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

Owner Change Order

Owner	X
Architect	X
Contractor	
Field	
Other	

Project:
Hotel at Marion Square

Change Order Number: 007

Change Order Date: 9/8/2017

To Contractor: (*Name and address*):
Balfour Beatty Construction, LLC
306 Meeting Street, Ste. 300

Charleston, SC 29401

Architect's Project No: Owner Agreement
Contract Date:

The Contract is changed as follows:

OCO 007 - RCO 019, 023R1, 025, 026R3, 031, 038, 055, 058, 061, 062, 064, 067, 070, 072, 073R1, 078, 090, 091, 092, 093, 094, 096, 097, 098, 099, 101, 114, 116, 117, 119, 120, 121, 124, 128, 133, 139

RCO 019 Shower Door Handle Revision
RCO 023R1 Electrical Revisions in Model Room
RCO 025 Millwork Revisions in Model Room
RCO 026R3 Added Barn Door at King Guestroom Mockup
RCO 031 Mock Up Mosaic Glass Tile
RCO 038 Model Room Barn Door Installation
RCO 055 Supplemental Instruction 27 - Slab Fold
RCO 058 MOD 4 Revisions (Drywall) (Cost Only)
RCO 061 MOD 4 Revisions (Paint and Drywall)
RCO 062 RFI-0149, RFI 0404 - Roof Truss Revisions
RCO 064 Waterproofing buckstrips around windows
RCO 067 SI #25 Drawing Revisions
RCO 070R3 Changes to Doors and Hardware (Cost Only)
RCO 072 Guestroom Decorative Grilles
RCO 073R1 Graham Window Louvers
RCO 078 Interior SF08 Allowance Reconciliation - Revision 4 (Cost Only)
RCO 090 Sublevel Sheet Pile Painting Upgrade
RCO 091 RFI 0789 Private Dining Revisions (Cost Only)
RCO 092 Grout Behind Precast Base per RJK Report
RCO 093 RFI 0745 - SI SAR Change
RCO 094 Dishwater Booster Heater Revision
RCO 096 Plumbing MODs 1-3 (HVAC Excluded) (Cost Only)
RCO 097 SI 36 ID Room Revisions - L3 and L4 Only (Cost Only)
RCO 098 MOD 4 Piping Revisions (Cost Only)
RCO 099 Exterior Chiller Pipe and Supports
RCO 101 MOD 5 - Drywall and Paint Revisions (Cost Only)
RCO 114 Blank Panel at Covered Windows
RCO 116 Symmons Plumbing Fixtures (Cost Only)
RCO 117 SI 38 Secondary Feed to MSB2
RCO 119 Lighting Fixture Finish Revisions
RCO 120 SI 39 Patisserie Revisions (Cost Only)
RCO 121 SI39 Spa Retail Revisions (Cost Only)
RCO 124 Spa Retail Case and Millwork Revisions (Cost Only)
RCO 128 SI 39 Guestroom C3 Light Fixtures
RCO 133 Revised Pocket Door Hardware (Cost Only)
RCO 139 RFI 991 - ADA Control Valve Location

The original Contract Sum was	$59,344,747.00
Net change by previously authorized Change Orders	$1,949,584.71
The Contract Sum prior to this Change Order was	$61,294,331.71
The Contract Sum will be increased by this Change Order in the amount of	$1,235,856.98
The new Contract Sum including this Change Order will be	$62,530,188.69
The Contract Time will be increased / decreased	0 days

The date of Substantial Completion as of the date of this Change Order therefore is 8/19/2017

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

ARCHITECT *(Firm name)*
Winford Lindsay Architect
344 West Pike Street
Lawrenceville, GA 30046

ADDRESS

BY *(Signature)*

(Typed name) Jennifer Faulkinberry

DATE 9.8.17

CONTRACTOR *(Firm name)*
Balfour Beatty Construction, LLC
1930 Camden Road Suite 280
Charlotte, NC 28203

ADDRESS

BY *(Signature)*

(Typed name) David Stanton

DATE 9/8/17

OWNER *(Firm name)*
Library Associates, LLC
17 Lockwood Drive
Charleston, SC 29401

ADDRESS

BY *(Signature)*

(Typed name) Kim Brown

DATE 9-8-2017

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

Stored Materials Inventory

Form #4b

BORROWER:	Library and Associates, LLC	DATE:	7/27/2017
PROJECT NAME:	The Hotel at Marion Square	DRAW #	28
GENERAL CONTRACTOR	Balfour Beatty Construction, LLC	PERIOD ENDING DATE:	7/31/2017

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	$243,324.00	$0.00	$0.00	$243,324.00	$24,332.40
	Decorative Metal	White House, TN	Tate Ornamental	$7,500.00	$37,000.00	$0.00	$44,500.00	$4,450.00
	Electrical	N. Charleston, SC	Watson Elect	$304,087.00	$0.00	$0.00	$304,087.00	$30,408.70
	Millwork (Guestrooms)	Ladson, SC	Low Country	$135,256.00	$18,963.00	$0.00	$154,219.00	$15,421.90
	Millwork (L1, L2, L9)	Ladson, SC	Low Country	$67,963.00	$48,379.00	$0.00	$116,342.00	$11,634.20
	Hard Tile	Lexington, SC	David Allen	$903,982.40	$42,193.75	$0.00	$946,176.15	$94,617.62
	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
	Smoke Guards	Pineville, NC	Maxson	$0.00	$12,310.00	$0.00	$12,310.00	$1,231.00
TOTALS/SUBTOTALS								

R - 21137

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

Balfour Beatty
Construction

Owner – Architect Notification Log – July 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 – Extension Granted in RCO 027
3.	Design & BIM Conflict Delay	Submitted a notification of design delays. No request for time extension yet
4.	MOD 3 Design Change Delay	Submitted – notification of design delays. No request for time extension yet
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 held 5/30/17.
	a. Amendment pending to include L8 and L9	Amendment to Notice 07, BBC submitted claim on 5/26/17.
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
14.	Notification of Delay and Cost Impact – Hardware change orders to reconcile	Notice submitted on 6/27/17, need approved hardware and executed
15.	Notification of Delay and Cost Impact – Millwork	Multiple Delay, BBC reconciling impact as scope is clarified.

R - 21138

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

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

Balfour Beatty
Construction

Request for Payment

Pay Request # 5
Work Performed Through: 07/31/17

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
Owner: Library Associates, LLC
Job No.: 13026400
Date: 07/20/17

Description of Work: Crane

Original Contract Amount	$55,000.00	
Change Order Total	$33,403.65	
Through C/O #:		
Total Revised Contract	$88,403.65	
Previous Work Performed to Date(SSR)	$72,710.05	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$15,693.60	
New Work Performed to Date	$88,403.65	
Less % Retainage	$0.00	
Amount Earned to Date	$88,403.65	
Less Previous Net Billings	$72,710.05	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$15,693.60	

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: 06/30/18

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: 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		
07/31/17	13026400 - 05	13026400 . PE# 05 . 17.07		
Gross Amount		Retainage Amt	Net Amount	
$15,693.60		$784.68	$15,693.60	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO				NO

Hall Codes: 02- OWNER FUNDING
PM APP

No lower Tiers
Executed Change Order-$24,500.00 & $8,903.50
COI

Approvals:

PM / Date

CA 07/20/17
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 **5**

Distribution to
X OWNER
X ARCHITECT
X INSPECTOR

PERIOD TO **07/20/17**

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	$	24,500.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	79,500.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	88,403.65
5. RETAINAGE	$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	88,403.65
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	72,710.05
8. CURRENT PAYMENT DUE	$	15,693.60
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		

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 7-20-17

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 . . . . . $ 15,693.60

(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 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 2:18 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: 5
APPLICATION DATE: 7/20/17
PERIOD TO: 7/20/17

Balfour Beatty Project #13028000

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	79,500.00		79,500.00	25,666.66	6,000.00	-	31,666.66	39.83%	47,833.34	-
2	Operator			55,000.00	34,410.00	8,940.00	-	43,350.00	78.82%	11,650.00	-
3	Operator OT			55,000.00	900.00	150.00	-	1,050.00	1.91%	53,950.00	-
4	Freight In - Crane			55,000.00	1,100.00	-	-	1,100.00	2.00%	53,900.00	-
5	4% Fuel Surcharge			55,000.00	2,704.23	603.60	-	3,307.83	6.01%	51,692.17	-
6	Crane Mats			55,000.00	5,729.16	-	-	5,729.16	10.42%	49,270.84	-
7	Freight In - Crane Mats			55,000.00	1,100.00	-	-	1,100.00	2.00%	53,900.00	-
8	Freight Out - Crane			55,000.00	550.00	-	-	550.00	1.00%	54,450.00	-
9	Freight Out - Mats			55,000.00	550.00	-	-	550.00	1.00%	54,450.00	-
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	79,500.00	0.00	79,500.00	72,710.05	15,693.60	0.00	88,403.65	111.20%	-8,903.65	0.00

R - 21141

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

ELECTRONICALLY FILED - 2023 May 16 2:18 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 $ 15,693.60 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 7th day of July, 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 20th day of July, 2017

Signed, sealed and delivered
in the presence of:

Signature
Susan M Fry
Print Name

Maxim Crane Works LP
a _____ corporation

Signature
Bonnie L. Mims - AR Manager
Print Name & Title

STATE OF Georgia

COUNTY OF Richmond

The foregoing instrument was acknowledged before me this 20th day of July, 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 _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF Georgia
Commission Expires: 8-10-18

DORIS B. BAGLEY NOTARY PUBLIC COLUMBIA COUNTY, GEORGIA

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.

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

Balfour Beatty
Construction

Request for Payment

Pay Request # PE03
Work Performed Through: 07/31/17

Subcontractor's Name: Alimak Hek Hoist Rental
Subcontractor's Address: PO Box 205220
Dallas, TX 75320-5220

Phone Number
Fax Number

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 07/21/17
Owner: Library Associates, LLC

Description of Work: Personnel/Material Hoist

Original Contract Amount	$82,140.00	
Change Order Total	$3,000.00	
Through C/O #: 0		
Total Revised Contract	$85,140.00	
Previous Work Performed to Date(SSR)	$71,240.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$64,072.50	
New Work Performed to Date	$82,140.00	
Less % Retainage	$0.00	
Amt. Earned to Date	$82,140.00	
Less Previous Net Billings	$71,240.00	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$10,900.00	

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: 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: 13
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
5050	414662	13026400	

Date	Invoice #	Description
07/31/17	13026400 - PE03	13026400 . PE# PE03 . 17.07

Gross Amount	Retainage Amt	Net Amount
$64,072.50	$3,203.63	$10,900.00

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400.43230000.40	NO

Hold Codes: 02- OWNER FUNDING
Notary-Owner Waiver
PM APP

Approvals:
PM / Date
CA 06/19/17
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: **3**

Distribution to
X OWNER
X ARCHITECT
X INSPECTOR

PERIOD TO: **42947**

FROM CONTRACTOR:
Alimak Hek Hoist Rental
P.O. Box 205220
Dallas, TX 75320-5220

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	$	82,140.00
2. Net change by Change Orders	$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	82,140.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	82,140.00
5. RETAINAGE	$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	82,140.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	71,240.00
8. CURRENT PAYMENT DUE	$	10,900.00
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	$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: 7/20/17
Alimak Hek Hoist Rental

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 $ 10,900.00

(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 2:18 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 Columns I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3
APPLICATION DATE: 7/20/17
PERIOD TO: 7/31/17

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	Hoist Rental	44,000.00		44,000.00	44,000.00		-	44,000.00	100.00%	-	4,400.00
2	Sales Tax	3,740.00		3,740.00	3,740.00		-	3,740.00	100.00%	-	374.00
3	Maintenance Agreement	9,600.00		9,600.00	9,600.00		-	9,600.00	100.00%	-	960.00
4	Freight In/Out	3,000.00		3,000.00	1,500.00	1,500.00	-	3,000.00	100.00%	-	300.00
5	Installation	10,000.00		10,000.00	10,000.00		-	10,000.00	100.00%	-	1,000.00
6	Drop Test	4,800.00		4,800.00	2,400.00	2,400.00	-	4,800.00	100.00%	-	480.00
7	Dismantle	7,000.00		7,000.00		7,000.00	-	7,000.00	100.00%	-	700.00
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	82,140.00	0.00	82,140.00	71,240.00	10,900.00	0.00	82,140.00	100.00%	0.00	0.00

R - 21145

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

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	7/20/2017

PRIME SUB'S NAME	None
Attachment for Pay Req #:	N/A
for Month Ending:	7/31/2017

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/meterials 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*
None					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 - 21146

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

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

ALIMAK HEK HOISTRENTAL

Invoice

Date: 6/30/2017
Invoice No.: 123944
Job No: 10-18-102343
Ordered By: JEFF SANDEEN

Remit Payment To:
P.O. Box 205220
Dallas, TX 75320-5220
PH: (510)638-8100 FX: (510)877-3012

Bill to: BALFOUR BEATTY CONST (N C.)
1930 CAMDEN ROAD
CHARLOTTE, NC 28203

Job Site: BALFOUR BEATTY CONST (N.C.)
HOTEL AT MARION SQUARE
404 KING STREET
CHARLESTON, SC 29403

Reference: Work Order 70845
PO Number: CONTRACT #: 040
PROJECT #: 13026000

Customer ID: BALBE13
Description: Work Order 70845 LABOR

FURNISH LABOR AND EQUIPMENT TO PROVIDE A BARE RENTED HOIST AS DIRECTED AT YOUR JOB SITE: HOTEL AT MARION SQUARE, 404 KING STREET, CHARLESTON, SC 29403

Date	Description	Unit #	Unit Meas	Quantity	Unit Price	Amount
01/26/17	Drop Test	MH6047	Lump Sum	1.00	2,400.00	2,400.00
05/30/17	Man Hoist	MH6047	Month	1.00	5,500.00	5,500.00
/30/17	05/30/17 through 06/26/17 Equipment Repair Agreement	MH6047		1.00	1,200.00	1,200.00
06/07/17	Drop Test	MH6047	Lump Sum	1.00	2,400.00	2,400.00
06/28/17	Dismantle Man Hoist	MH6047		1.00	7,000.00	7,000.00
06/29/17	Freight Off	MH6047	Lump Sum	1.00	1,500.00	1,500.00

ACCOUNTS DUE AND PAYABLE IN FULL ON PRESENTATION OF INVOICE
NO RETENTION UNLESS OTHERWISE AGREED UPON IN WRITING

All past due accounts will be subject to a service charge at the rate of 18% per annum.
If the account is referred for collection, you have agreed to pay all collection costs and attorney fees.

Subtotal:	20,000.00
Sales Tax:	630.00
Total Due:	20,630.00

Report# 270

ELECTRONICALLY FILED - 2023 May 16 2:18 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 Alimak Hek Hoist Rental (the "Lienor") for and in consideration of the payment of the sum of $ 10,900.00 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:

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 20th day of July, 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 July, 2017.

Signed, sealed and delivered
in the presence of:

Signature

Print Name

Bigge Crane and Rigging Co.
a S corporation

Signature
Sara Villalobos, Billing Supervisor
Print Name & Title

STATE OF California

COUNTY OF Alameda

The foregoing instrument was acknowledged before me this 23 day of May, 2017, by Sara Villalobos, Billing Supervisor of Bigge Crane and Rigging Co, 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: _____

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

BIGGE Established 1916
CRANE and RIGGING CO.

10700 Bigge St.
P.O. Box 1657
San Leandro, CA 94577
PH: (510)638-8100

CHANGE ORDER REQUEST

Date: 7/20/2017
COR: 1
Job No: 10-18-102343
Ordered By: JEFF SANDEEN
Bigge PM: KNUTH

Contractor: BALFOUR BEATTY CONST (N.C.)
1930 CAMDEN RD.
CHARLOTTE, NC 28203

Job Site: BALFOUR BEATTY CONST (N.C.)
HOTEL AT MARION SQUARE
404 KING STREET
CHARESLTON, SC 29403

Customer ID: BALBE13

Subcontract No: 13026000

Please review the following Change Order Request

Description	Cost	Markup	Extended Value	Scheduled Value	Balance
3RD Drop Test	$ 2,400.00	0%	$ 2,400.00	-	$ 2,400.00
Additional Hoist Rental 05/30 - 06/26	$ 5,500.00	0%	$ 5,500.00	-	$ 5,500.00
Equipment Repair Agreement	$ 1,200.00	0%	$ 1,200.00	-	$ 1,200.00
9% Tax (Hoist Rental and Freight)	$ 630.00	0%	$ 630.00	-	$ 630.00

Original Contract Value	$	82,140.00
Net Change by Previously Authorized Requests/Changes	$	-
Current Contract Value	$	82,140.00
Current Proposed Change Order Value	**$**	**9,730.00**
Proposed New Contract Value	***$***	***91,870.00***

Feel free to contact us with any questions or if you require additional information

Sara Villalobos
Billing Supervisor
Svillalobos@Bigge.com
Direct: (510)639-4034

Balfour Beatty
Construction

Request for Payment

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

Pay Request # PE14
Work Performed Through: 07/31/17

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 Job No : 13026400 Date: 07/31/17
Owner: Library & Associates

Description of Work: Scaffold Stairs

Original Contract Amount	$10,000.00	
Change Order Total	$60,785.88	
Through C/O # 0		
Total Revised Contract	$70,785.88	
Previous Work Performed to Date(SSR)	$69,991.08	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$794.80	
New Work Performed to Date	$70,785.88	
Less 0 % Retainage	$0.00	
Amt Earned to Date	$70,785.88	
Less Previous Net Billings	$69,991.08	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$794.80	

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	Finated	
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	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	118532	13026400	564283
Date	**Invoice #**	**Description**		
07/31/17	13026400 - PE14	13026400 . PE# PE14 . 170731		
Gross Amount		**Retainage Amt**	**Net Amount**	
$794.80		$39.74	$794.80	
Trade Account?	**Tax Code**	**Pay Item & Cost Code**		**Accrue Tax?**
NO		400.30160500.35		NO

Hold Codes: 03- Cond Prog

Approvals:
PM / Date
CA 07/31/17
PA / Date
APA / Date

EXHIBIT A

Sunbelt Rentals

JOB#: 13026400 CONTRACT#: 564283 PAY APP# : 0

July 31, 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
5/4/2017	62123476-013	$ 794.80		PE12-May
6/1/2017	62123476-014	$ 794.80		PE13-June
6/29/2017	62123476-0015		$ 794.80	PE14-July
		$ 69,991.08		

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

SUNBELT RENTALS

SEND ALL PAYMENTS TO:

SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE NO.	62123476-0015
ACCOUNT NO.	187039
INVOICE DATE	6/29/17
PAGE	1 of 1

RECEIVED
JUL 06 2017
By

INVOICE TO

1oz-899-1113
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
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

Vendor #_____ PA_____

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

MGR APPROVAL

LESS Retainage Withheld $_____

Net Amount Due $_____

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount

BILLED FOR FOUR WEEKS 6/01/17 THRU 6/28/17.

Equipment. Service. Guaranteed.

SUBTOTAL	729.17
SALES TAX	65.63
INVOICE TOTAL	794.80

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-[illegible]% per month charge.

R-21152

4 WEEK BILL

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

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

Balfour Beatty
Construction

Request for Payment

Pay Request # PE02
Work Performed Through: 7/31/17

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: 08/08/17

Description of Work: Rental Equipment

Original Contract Amount	$19,399.36	
Change Order Total	$21,589.95	
Through C/O #: 0		
Total Revised Contract	$40,989.31	
Previous Work Performed to Date(SSR)	$19,399.36	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross		
New Work Performed to Date	$40,989.31	
Less 0 % Retainage	$0.00	
Amount Earned to Date	$40,989.31	
Less Previous Net Billings	$19,399.36	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$21,589.95	

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		
08/31/17	13026400 - PE02	13026400 . PE# PE02 . 170831		
Gross Amount		Retainage Amt	Net Amount	
$0.00		$0.00	$21,589.95	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO		400.30160500.35		NO

Hall Codes: 03- Cond Prog

Approvals:

PM / Date

CA 08/08/17
PA / Date

APA / Date

R - 21153

EXHIBIT A

Sunbelt Rentals

Marion Square

JOB#: 13026400 CONTRACT#: 564283 PAY APP# : 0

INVOICE DATE	INVOICE #	PREVIOUSLY PAID INVOICES	CURRENT INVOICES DUE	COMMENTS
5/27/2017	69061999-002	$ 2,076.78		
6/13/2017	68679533-003	$ 1,395.94		
6/19/2017	69875905-0001	$ 633.18		
6/20/2017	69599520-0001	$ 1,606.17		
6/15/2017	67850585-005	$ 189.39		
6/15/2017	68418089-003	$ 187.85		
6/10/2017	68807543-002	$ 1,582.36		
6/23/2017	69826594-0001	$ 635.20		
6/26/2017	69810419-0001	$ 5,778.83		
6/7/2017	69525743-001	$ 698.68		
6/7/2017	68418089-002	$ 564.95		
6/6/2017	68751991-002	$ 2,001.94		
6/6/2017	69694235-001	$ 30.24		
5/24/2017	66735180-004	$ 2,017.85		
6/23/2017	69886179-0001		$ 844.65	
7/5/2017	69959746-0002		$ 8,763.11	
7/8/2017	68807543-0003		$ 1,582.36	
7/12/2017	70304462-0002		$ 1,418.26	
7/14/2017	68807543-0004		$ 107.91	
7/15/2017	69599520-0002		$ 1,791.47	
7/24/2017	69810419-0002		$ 5,658.93	
7/31/2017	70811403-0001		$ 1,423.26	
		$ 19,399.36	$ 21,589.95	

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

SUNBELT RENTALS

SEND ALL PAYMENTS TO:

SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

RECEIVED
JUL 05 2017
By

INVOICE NO.	69886179-0001
ACCOUNT NO.	187039
INVOICE DATE	6/23/17
PAGE	1 of 1

INVOICE TO

2oz - 5996 - 7466
BBC-CHARLOTTE-MAIN OFFICE ONLY
1930 CAMDEN RD
CHARLOTTE NC 28203-4777

RECEIVED BY	CONTRACT NO.
Dale, Marty	69886179

PURCHASE ORDER NO.
13026000

JOB NO.
2 - MARION SQUARE HO

BRANCH
CHARLESTON SC PC006
2411 CLEMENTS FERRY RD
CHARLESTON, SC 29492-7734
843-881-4945

JOB ADDRESS
MARION SQUARE HOTEL-CHARLESTON
404 KING STREET
CHARLESTON, SC 29403 6422

704-319-4000

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1	30-33' ELECTRIC SCISSOR 632569 Make: JLG Model: 3248RS Ser #: 0200231310 HR OUT: 158.000 HR IN: TOTAL: 158.000	150.00	150.00	325.00	650.00	650.00
	Rental Sub-total:					650.00

SALES ITEMS:

Qty	Item number	Unit	Price	
1	SCHERS2 SC 2.5% HEAVY EQUIP. RENTAL SURCHARGE	EA	16.250	16.25
1	DLPKSRCHG TRANSPORTATION SURCHARGE	EA	10.000	10.00
	DELIVERY CHARGE			50.00
	PICKUP CHARGE			50.00

BILLED FOR FOUR WEEKS 6/13/17 THRU 7/10/17.

ayment number. 192160
date. 7/7/17

Batch # 2449713
Doc # 1500506

Vendor # 119532 PA CA 7/6/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400	42035	16142200	$ 844.65
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

Sent 7/31/17

Equipment. Service. Guaranteed.

SUBTOTAL	776.25
SALES TAX	68.40
INVOICE TOTAL	844.65

EMIT TO:

INBELT RENTALS, INC.
) BOX 409211
'LANTA, 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 2:18 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

SEND ALL PAYMENTS TO:

SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

SUNBELT RENTALS

INVOICE NO 69886179-0001

187039

6/23/17

1 of 1

05 2017

INVOICE TO

Dale, Marty 69886179

2oz-5996 7466
BBC-CHARLOTTE-MAIN OFFICE ONLY
1930 CAMDEN RD
CHARLOTTE NC 28203-4777

13026000

2 - MARION SQUARE HO

JOB ADDRESS

MARION SQUARE HOTEL-CHARLESTON
404 KING STREET
CHARLESTON, SC 29403 6422

704-319-4000

CHARLESTON SC PC006
2411 CLEMENTS FERRY RD
CHARLESTON, SC 29492-7734
843-881-4945

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1	30-33' ELECTRIC SCISSOR	150.00	150.00	325.00	650.00	650.00
	632569 Make: JLG Model: 3248RS Ser #: 0200231310					
	HR OUT: 158.000 HR IN: TOTAL: 158.000					
	Rental Sub-total:					650.00

SALES ITEMS:

Qty	Item number	Unit	Price	
1	SCHERS2	EA	16.250	16.25
	SC 2.5% HEAVY EQUIP. RENTAL SURCHARGE			
1	DLPKSRCHG	EA	10.000	10.00
	TRANSPORTATION SURCHARGE			
	DELIVERY CHARGE			50.00
	PICKUP CHARGE			50.00

BILLED FOR FOUR WEEKS 6/13/17 THRU 7/10/17.

Batch # 2449713
Doc # 1500506

Vendor # 118532 PA SA 7/6/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
1302600	42035	10142200	$ 844.65
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

776.25

68.40

844.65

MIT TO:

NBELT RENTALS, INC.
BOX 409211
LANTA, GA 30384-9211

NET DUE UPON RECEIPT

Invoices not paid within 30 days may be subject to a 1-[illegible]% per month charge.

INVOICE TOTAL

4 WEEK RTL

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

SUNBELT RENTALS

SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

RECEIVED
JUL 17 2017
By

INVOICE NO.	69959746-0002
ACCOUNT NO.	187039
INVOICE DATE	7/05/17
PAGE	1 of 1

INVOICE TO

1oz - 826 - 993
BBC-CHARLOTTE-MAIN OFFICE ONLY
1930 CAMDEN RD
CHARLOTTE NC 28203-4777

RECEIVED BY	CONTRACT NO
Dale, Marty	69959746

PURCHASE ORDER NO.
13026000

JOB NO
2 - MARION SQUARE HO

JOB ADDRESS
MARION SQUARE HOTEL-CHARLESTON
404 KING STREET
CHARLESTON, SC 29403 6422

704-319-4000

BRANCH
CHARLESTON SC PC006
2411 CLEMENTS FERRY RD
CHARLESTON, SC 29492-7734
843-881-4945

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1	120' STR MANLIFT W/JIB 330744 Make: GENIE Model: S-125 Ser #: S12511-2949 HR OUT: 1961.600 HR IN: 1963.600 TOTAL: 2.000 Billed from 6/15/17 thru 7/01/17	1100.00	1100.00	2900.00	7000.00	7000.00
				Rental Sub-total:		7000.00

SALES ITEMS:

Qty	Item number	Unit	Price	Amount
1	SCHERS2 SC 2.5% HEAVY EQUIP. RENTAL SURCHARGE	EA	175.000	175.00
1	DLPKSRCHG TRANSPORTATION SURCHARGE	EA	41.000	41.00
1	ENVIRONMENTAL ENVIRONMENTAL	EA	98.000	98.00
40	DIESEL 2141XXX000	EA	8.250	330.00
	DELIVERY CHARGE			205.00
	PICKUP CHARGE			205.00

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount

FINAL BILL: 6/15/17 05:00 PM THRU 7/01/17 05:00 PM.

batch # 2457886
ac # 1566376
payment number - 195468

Vendor # 118532 PA CA 7/19/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026405	42035	1614 2200	$8,763.11
			$

MGR APPROVAL
LESS Retainage Withheld $
Net Amount Due $

Sent 7/31/17

Equipment. Service. Guaranteed.

SUBTOTAL	8,054.00
SALES TAX	709.11
INVOICE TOTAL	8,763.11

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-21157

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

SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

SUNBELT RENTALS

INVOICE NO. 69959746-0002

187039

JUL 17 2017

7/05/17

INVOICE TO

1oz 826 993
BBC-CHARLOTTE-MAIN OFFICE ONLY
1930 CAMDEN RD
CHARLOTTE NC 28203-4777

Dale, Marty 69959746

13026000

2 - MARION SQUARE HO

JOB ADDRESS
MARION SQUARE HOTEL-CHARLESTON
404 KING STREET
CHARLESTON, SC 29403 6422

704-319-4000

CHARLESTON SC PC006
2411 CLEMENTS FERRY RD
CHARLESTON, SC 29492-7734
843-881-4945

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1	120' STR MANLIFT W/JIB 330744 Make: GENIE Model: S-125 Ser #: S12511-2949 HR OUT: 1961.600 HR IN: 1963.600 TOTAL: 2.000 Billed from 6/15/17 thru 7/01/17	1100.00	1100.00	2900.00	7000.00	7000.00
				Rental Sub-total:		7000.00

SALES ITEMS:

Qty	Item number	Unit	Price	
1	SCHERS2 SC 2.5% HEAVY EQUIP. RENTAL SURCHARGE	EA	175.000	175.00
1	DLPKSRCHG TRANSPORTATION SURCHARGE	EA	41.000	41.00
1	ENVIRONMENTAL ENVIRONMENTAL	EA	98.000	98.00
40	DIESEL 2141XXX000	EA	8.250	330.00
	DELIVERY CHARGE			205.00
	PICKUP CHARGE			205.00

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount

FINAL BILL: 6/15/17 05:00 PM THRU 7/01/17 05:00 PM.

atch # 2457886
c # 1566306

Vendor # 118532 PA CA 0119110

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026000	42035	1614 2200	$ 8,263.11
			$

MGR APPROVAL

LESS Retainage Withheld $

N o) e $

8,054.00

709.11

8,763.11

EMIT TO:
INBELT RENTALS, INC.
) BOX 409211
TLANTA, GA 30384-9211

NET DUE UPON RECEIPT

INVOICE TOTAL

Invoices not paid within 30 days may be subject to a 1-1 % per month charge.

RENTAL RETURN

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

SUNBELT RENTALS

SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

RECEIVED
JUL 17 2017
By

INVOICE NO.	68807543-0003
ACCOUNT NO.	187039
INVOICE DATE	7/08/17
PAGE	1 of 1

INVOICE TO

1oz - 963 - 1222
BBC-CHARLOTTE-MAIN OFFICE ONLY
1930 CAMDEN RD
CHARLOTTE NC 28203-4777

JOB ADDRESS
MARION SQUARE HOTEL-CHARLESTON
404 KING STREET
CHARLESTON, SC 29403 6422

919-316-0986

RECEIVED BY: Dale, Marty
CONTRACT NO: 68807543
PURCHASE ORDER NO: PENDING
JOB NO: 1 - MARION SQUARE HO
BRANCH:

CHARLESTON SC PC006
2411 CLEMENTS FERRY RD
CHARLESTON, SC 29492-7734
843-881-4945

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1	4400LB 16' SHOOTING BOOM FORKLIFT 557868 Make: JCB Model: 52050 Ser #: 1462514 HR OUT: 1001.800 HR IN: TOTAL: 1001.800	260.00	260.00	750.00	1400.00	1400.00
	Rental Sub-total:					1400.00

SALES ITEMS:

Qty	Item number	Unit	Price	
1	SCHERS2 SC 2.5% HEAVY EQUIP. RENTAL SURCHARGE	EA	35.000	35.00
1	ENVIRONMENTAL ENVIRONMENTAL	EA	19.600	19.60

BILLED FOR FOUR WEEKS 6/28/17 THRU 7/25/17.

Batch # 2457886
PC # 1506373
Paid
Payment number. 195468

Vendor # 118582 PA CA 071917

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
1302640	42035	1014220	$ 1,582.36
			$

MGR APPROVAL
LESS Retainage Withheld $
Net Amount Due $
Sent 7/31/17

ipment. Service. Guaranteed.

EMIT TO:

INBELT RENTALS, INC.
) 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	1,454.60
SALES TAX	127.76
INVOICE TOTAL	1,582.36

4 WEEK BILL

R 21159

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

SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

SUNBELT RENTALS

INVOICE NO. 68807543-0003

187039

7/08/17

1 of 1

INVOICE TO

for 963 1222
BBC-CHARLOTTE-MAIN OFFICE ONLY
1930 CAMDEN RD
CHARLOTTE NC 28203-4777

Dale, Marty 68807543

PENDING

1 - MARION SQUARE HO

JOB ADDRESS
MARION SQUARE HOTEL-CHARLESTON
404 KING STREET
CHARLESTON, SC 29403 6422

919-316-0986

CHARLESTON SC PC006
2411 CLEMENTS FERRY RD
CHARLESTON, SC 29492-7734
843-881-4945

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1	4400LB 16' SHOOTING BOOM FORKLIFT	260.00	260.00	750.00	1400.00	1400.00
	557868 Make: JCB Model: 5205O Ser #: 1462514					
	HR OUT: 1001.800 HR IN: TOTAL: 1001.800					
	Rental Sub-total:					1400.00

SALES ITEMS:

Qty	Item number	Unit	Price	
1	SCHERS2	EA	35.000	35.00
	SC 2.5% HEAVY EQUIP. RENTAL SURCHARGE			
1	ENVIRONMENTAL	EA	19.600	19.60
	ENVIRONMENTAL			
	BILLED FOR FOUR WEEKS 6/28/17 THRU 7/25/17.			

atch # 2450886

oc # 1506393

Paid

Vendor # 118582 PA CA 011910

Bldg. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
1302600	42035	1014220n	$ 1,582.36
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

1,454.60

127.76

1,582.36

EMIT TO:

NBELT RENTALS, INC.
) BOX 409211
'LANTA, GA 30384-9211

NET DUE UPON RECEIPT

Invoices not paid within 30 days may be subject to a 1-1/2% per month charge.

INVOICE TOTAL

4 WEEK BILL

R - 21160

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

SUNBELT RENTALS

SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

RECEIVED
JUL 21 2017
By

INVOICE NO.	70304462-0002
ACCOUNT NO.	187039
INVOICE DATE	7/12/17
PAGE	1 of 1

INVOICE TO

1oz - 852 - 1063
BBC-CHARLOTTE-MAIN OFFICE ONLY
1930 CAMDEN RD
CHARLOTTE NC 28203-4777

RECEIVED BY: Dale, Marty
CONTRACT NO.: 70304462
PURCHASE ORDER NO.: 13026000
JOB NO.: 2 - MARION SQUARE HO

JOB ADDRESS
MARION SQUARE HOTEL-CHARLESTON
404 KING STREET
CHARLESTON, SC 29403 6422

704-319-4000

BRANCH
CHARLESTON SC PC006
2411 CLEMENTS FERRY RD
CHARLESTON, SC 29492-7734
843-881-4945

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1	HYDRAULIC HAMMER - SKIDSTEER/MINI EX 975534 Make: OKADA Model: ORV550 TC Ser #: 41V1214 Billed from 6/29/17 thru 7/05/17	185.00	185.00	490.00	1300.00	490.00
1	1500-2100LB TRACK SKIDSTEER 717096 Make: BOBCAT Model: T590 Ser #: ALJU15223 HR OUT: 960.000 HR IN: 976.800 TOTAL: 16.800	240.00	240.00	590.00	1550.00	590.00
1	SKIDSTEER LOADER BUCKET					N/C
	Rental Sub-total:					1080.00

SALES ITEMS:

Qty	Item number	Unit	Price	
1	SCHERS2 SC 2.5% HEAVY EQUIP. RENTAL SURCHARGE	EA	14.750	14.75
1	DLPKSRCHG TRANSPORTATION SURCHARGE	EA	10.000	10.00
1	ENVIRONMENTAL ENVIRONMENTAL	EA	15.120	15.12
10	DIESEL 2141XXX000	EA	8.250	82.50
	DELIVERY CHARGE			50.00
	PICKUP CHARGE			50.00

QTY EQUIPMENT # Min Day Week 4 Week Amount

FINAL BILL: 6/29/17 08:00 AM THRU 7/05/17 12:45 PM.

Batch # 2461054
Doc # 1508014
Paid 7/24/17
Payment number: 196079

Vendor # 118532 PA CA 7/24/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400	42035	10142200	$ 1,418.26
			$

MGR APPROVAL
LESS Retainage Withheld $
Net Amount Due $ Ser 7/31/17

Equipment. Service. Guaranteed.

SUBTOTAL	1,302.37
SALES TAX	115.89
INVOICE TOTAL	1,418.26

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-21161

RENTAL RETURN

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

SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

SUNBELT RENTALS

INVOICE NO. 70304462-0002

187039

7/12/17

1 of 1

INVOICE TO

loz 852 - 1063
BBC-CHARLOTTE-MAIN OFFICE ONLY
1930 CAMDEN RD
CHARLOTTE NC 28203-4777

Dale, Marty 70304462

13026000

2 - MARION SQUARE HO

JOB ADDRESS
MARION SQUARE HOTEL-CHARLESTON
404 KING STREET
CHARLESTON, SC 29403 6422

704-319-4000

CHARLESTON SC PC00G
2411 CLEMENTS FERRY RD
CHARLESTON, SC 29492-7734
843-881-4945

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1	HYDRAULIC HAMMER - SKIDSTEER/MINI EX 975534 Make: OKADA Model: ORV550 TC Ser #: 41V1214 Billed from 6/29/17 thru 7/05/17	185.00	185.00	490.00	1300.00	490.00
1	1500-2100LB TRACK SKIDSTEER 717096 Make: BOBCAT Model: T590 Ser #: ALJU15223 HR OUT: 960.000 HR IN: 976.800 TOTAL: 16.800	240.00	240.00	590.00	1550.00	590.00
1	SKIDSTEER LOADER BUCKET					N/C
	Rental Sub-total:					1080.00

SALES ITEMS:

Qty	Item number	Unit	Price	
1	SCHERS2 SC 2.5% HEAVY EQUIP. RENTAL SURCHARGE	EA	14.750	14.75
1	DLPKSRCHG TRANSPORTATION SURCHARGE	EA	10.000	10.00
1	ENVIRONMENTAL ENVIRONMENTAL	EA	15.120	15.12
10	DIESEL 2141XXX000	EA	8.250	82.50
	DELIVERY CHARGE			50.00
	PICKUP CHARGE			50.00

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount

FINAL BILL: 6/29/17 08:00 AM THRU 7/05/17 12:45 PM.

Batch # 2461054
Doc # 1508014
Paid 9/24/19

Vendor # 118582 PA CA 7/24/19

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
1302400	42035	10142200	$ 1,418 26
			$

MGR APPROVAL

LESS Retainage Withheld $

$

1,302.37

115.89

1,418.26

EMIT 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 1-1/2% per month charge.

INVOICE COPY

R - 21162

RENTAL RETURN

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

SUNBELT RENTALS

SEND ALL PAYMENTS TO:

SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

RECEIVED
JUL 24 2017
BY

INVOICE NO.	68807543-0004
ACCOUNT NO.	187039
INVOICE DATE	7/14/17
PAGE	1 of 1

INVOICE TO

1oz - 1006 - 1258
BBC-CHARLOTTE-MAIN OFFICE ONLY
1930 CAMDEN RD
CHARLOTTE NC 28203-4777

RECEIVED BY	Dale, Marty
CONTRACT NO.	68807543
PURCHASE ORDER NO.	PENDING
JOB NO.	1 - MARION SQUARE HO

JOB ADDRESS
MARION SQUARE HOTEL-CHARLESTON
404 KING STREET
CHARLESTON, SC 29403 6422

919-316-0986

BRANCH
CHARLESTON SC PC006
2411 CLEMENTS FERRY RD
CHARLESTON, SC 29492-7734
843-881-4945

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1	4400LB 16' SHOOTING BOOM FORKLIFT	260.00	260.00	750.00	1400.00	N/C
	557868 Make: JCB Model: 5205O Ser #: 1462514					
	HR OUT: 1001.800 HR IN: 1084.000 TOTAL: 82.200					
SALES ITEMS:						
Qty	Item number	Unit	Price			
12	DIESEL	EA	8.250			99.00
	2141XXX000					
	FINAL BILL: 7/26/17 09:30 AM THRU 7/11/17 03:30 PM.					

Payment number - 196545
Payment date - 7/26/17

Vendor # 118530 PA CA 7/25/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400	42035	10142200	$ 107.91
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

Sent 7/31/17

Batch # 2462113
Doc # 1508822

Equipment. Service. Guaranteed.

REMIT TO:

SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

SUBTOTAL	99.00
SALES TAX	8.91
INVOICE TOTAL	107.91

NET DUE UPON RECEIPT

Invoices not paid within 30 days may be subject to a 1-½% per month charge.

R - 21163

RENTAL RETURN

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

SUNBELT RENTALS

SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE NO. 68807543-0004

187039

7/14/17

1 of 1

JUL 24 2017

INVOICE TO

Dale, Marty 68807543

1oz - 1006 - 1259
BBC-CHARLOTTE-MAIN OFFICE ONLY
1930 CAMDEN RD
CHARLOTTE NC 28203-4777

PENDING

1 - MARION SQUARE HO

JOB ADDRESS
MARION SQUARE HOTEL-CHARLESTON
404 KING STREET
CHARLESTON, SC 29403 6422

919-316-0986

CHARLESTON SC PC006
2411 CLEMENTS FERRY RD
CHARLESTON, SC 29492-7734
843-881-4945

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1	4400LB 16' SHOOTING BOOM FORKLIFT	260.00	260.00	750.00	1400.00	N/C
	557868 Make: JCB Model: 52050 Ser #: 1462514					
	HR OUT: 1001.800 HR IN: 1084.000 TOTAL: 82.200					

SALES ITEMS:

Qty	Item number	Unit	Price	Amount
12	DIESEL	EA	8.250	99.00
	2141XXX000			

FINAL BILL: 7/26/17 09:30 AM THRU 7/11/17 03:30 PM.

Vendor # 118532 PA CA 7/25/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400	49035	10/42200	$ 107.91
			$

MGR APPROVAL

LESS Retainage Withheld $

$

Batch # 2462113
Doc # 1508822

99.00

8.91

107.91

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 1-1/2% per month charge

INVOICE TOTAL

RENTAL RETURN

R - 21164

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

SUNBELT RENTALS

SEND ALL PAYMENTS TO:

SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

RECEIVED
JUL 24 2017
By

INVOICE NO.	69599520-0002
ACCOUNT NO.	187039
INVOICE DATE	7/15/17
PAGE	1 of 1

INVOICE TO

1oz - 1006 - 1259
BBC-CHARLOTTE-MAIN OFFICE ONLY
1930 CAMDEN RD
CHARLOTTE NC 28203-4777

RECEIVED BY	CONTRACT NO.
Dale, Marty	69599520

PURCHASE ORDER NO
404

JOB NO.
1 - MARION SQUARE HO

JOB ADDRESS
MARION SQUARE HOTEL-CHARLESTON
404 KING STREET
CHARLESTON, SC 29403 6422

919-316-0986

BRANCH

CHARLESTON SC PC006
2411 CLEMENTS FERRY RD
CHARLESTON, SC 29492-7734
843-881-4945

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1	6K-7K 42' SHOOTING BOOM FORKLIFT 837098 Make: SKYTRAK Model: 6042 Ser #: 0160075313 HR OUT: 721.200 HR IN: TOTAL: 721.200	280.00	280.00	725.00	1585.00	1585.00
	Rental Sub-total:					1585.00

SALES ITEMS:

Qty	Item number	Unit	Price	
1	SCHERS2 SC 2.5% HEAVY EQUIP. RENTAL SURCHARGE	EA	39.630	39.63
1	ENVIRONMENTAL ENVIRONMENTAL BILLED FOR FOUR WEEKS 6/30/17 THRU 7/27/17.	EA	22.190	22.19

Payment number. 196545
Paid 7/26/17

Vendor # 118532 PA CA 7/25/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
1302640O	42035	10142300	$ 1,791.47
			$

MGR APPROVAL
Sent 7/31/17

LESS Retainage Withheld $

Net Amount Due $

Batch # 246213
Doc # 1508823
Paid 7/25/17

Equipment. Service. Guaranteed.

SUBTOTAL	1,646.82
SALES TAX	144.65
INVOICE TOTAL	1,791.47

REMIT 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.

4 WEEK RTL!

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

SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

SUNBELT RENTALS

INVOICE NO. 69599520-0002

187039

7/15/17

2 4 2017

1 of 1

INVOICE TO

Oale, Marty 69599520

loz 1006 1259
BBC-CHARLOTTE-MAIN OFFICE ONLY
1930 CAMDEN RD
CHARLOTTE NC 28203-4777

404

1 - MARION SQUARE HO

JOB ADDRESS
MARION SQUARE HOTEL-CHARLESTON
404 KING STREET
CHARLESTON, SC 29403 6422

919-316-0986

CHARLESTON SC PC006
2411 CLEMENTS FERRY RD
CHARLESTON, SC 29492-7734
843-881-4945

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1	6K-7K 42' SHOOTING BOOM FORKLIFT 837098 Make: SKYTRAK Model: 6042 Ser #: 0160075313 HR OUT: 721.200 HR IN: TOTAL: 721.200	280.00	280.00	725.00	1585.00	1585.00
	Rental Sub-total:					1585.00

SALES ITEMS:

Qty	Item number	Unit	Price	
1	SCHERS2 SC 2.5% HEAVY EQUIP. RENTAL SURCHARGE	EA	39.630	39.63
1	ENVIRONMENTAL ENVIRONMENTAL	EA	22.190	22.19

BILLED FOR FOUR WEEKS 6/30/17 THRU 7/27/17.

Vendor # 118532 PA CA 012510

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400	42035	10142200	$ 1,791.47
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount $

Batch # 2462113
Doc # 1508823

Paid 012510

1,646.82

144.65

1,791.47

REMIT TO:

SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

NET DUE UPON RECEIPT

INVOICE TOTAL

Invoices not paid within 30 days may be subject to a 1 ½% per month charge

4 WEEK BILL

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

SUNBELT RENTALS

SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE NO.	69810419-0002
ACCOUNT NO.	187039
INVOICE DATE	7/24/17

PAGE 1 of 1

INVOICE TO

1oz - 1305 - 1621
BBC-CHARLOTTE-MAIN OFFICE ONLY
1930 CAMDEN RD
CHARLOTTE NC 28203-4777

RECEIVED BY: DALE, MARTY
CONTRACT NO.: 69810419
PURCHASE ORDER NO.: PER MARTY
JOB NO: 5 - MARION SQUARE HO

JOB ADDRESS
MARION SQUARE HOTEL-CHARLESTON
404 KING STREET
CHARLESTON, SC 29403

704-319-4000

BRANCH
CHARLESTON CC PC457
7630 SANDLAPPER PARKWAY NORTH
NORTH CHARLESTON, SC 29420-28
843-494-9009

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
8	25GPD REFRIGERANT DEHUMIDIFIER	67.00	67.00	220.00	640.00	5120.00
	Rental Sub-total:					5120.00

SALES ITEMS:

Qty	Item number	Unit	Price	
1	ENVIRONMENTAL	EA	71.680	71.68
	ENVIRONMENTAL			
	BILLED FOR FOUR WEEKS 7/07/17 THRU 8/03/17.			

Batch # 2470598
Doc # 1516052
Paid 8/21/17

Vendor # 118582 PA CA 8/21/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13086400	42035	10149000	$ 5,658.93
			$

MGR APPROVAL

LESS Retainage Withheld $

Amount Due $

Equipment. Service. Guaranteed.

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.

SUBTOTAL	5,191.68
SALES TAX	467.25
INVOICE TOTAL	5,658.93

4 WEEK BILL

R-21167

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

SUNBELT RENTALS

SEND ALL PAYMENTS TO:
SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE NO.	70811403-0001
ACCOUNT NO.	187039
INVOICE DATE	7/31/17

PAGE 1 of 1

RECEIVED
AUG 08 2017

INVOICE TO

1oz - 915 - 1133
BBC-CHARLOTTE-MAIN OFFICE ONLY
1930 CAMDEN RD
CHARLOTTE NC 28203-4777

RECEIVED BY: Spano, Tim
CONTRACT NO.: 70811403
PURCHASE ORDER NO.: 130026000
JOB NO.: 2 - MARION SQUARE HO

JOB ADDRESS
MARION SQUARE HOTEL-CHARLESTON
404 KING STREET
CHARLESTON, SC 29403 6422

704-319-4000

BRANCH
CHARLESTON SC PC006
2411 CLEMENTS FERRY RD
CHARLESTON, SC 29492-7734
843-881-4945

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1	120' STR MANLIFT W/JIB	1100.00	1100.00	2900.00	7000.00	N/C

330744 Make: GENIE Model: S-125 Ser #: S12511-2949
HR OUT: 1974.000 HR IN: TOTAL: 1974.000
*** EQP MSG ***
* Familiarization of the equipment stated on this contract has been offered to the customer.
* An Operator's Manual and the Manual of Responsibilities has been provided with the equipment stated on this contract.
* OSHA 1926.453 & ANSI Regulation A92 requires All Boom Lift occupants of the platform to wear Personal Fall Protection. Personal Fall Protection equipment is available for purchase from Sunbelt Rentals.

SALES ITEMS:

Qty	Item number	Unit	Price	
1	RCR	EA	1305.740	1305.74

CUSTOMER RESPONSIBILITY BILLING
A object was caught in track.
Signed John Elridge

Paid 8/9/17
Batch #247642
Doc # 1518499

Vendor # 118582 PA CA - 8/9/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400	42085	10142200	$1,423.26
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

Equipment. Service. Guaranteed.

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.

SUBTOTAL	1,305.74
SALES TAX	117.52
INVOICE TOTAL	1,423.26

DAMAGE

R-21168

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

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

Balfour Beatty
Construction

Request for Payment

Pay Request # 16
Work Performed Through: 07/31/17

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: 07/21/17
Owner: Library Associates, LLC

Description of Work: Masonry

Original Contract Amount	$2,340,000.00	
Change Order Total	$109,066.47	
Through C/O #: 0		
Total Revised Contract	$2,449,066.47	
Previous Work Performed to Date(SSR)	$2,235,350.40	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$60,870.00	
New Work Performed to Date	$2,296,220.40	
Less 10 % Retainage	$229,622.04	
Amount Earned to Date	$2,066,598.36	
Less Previous Net Billings	$2,011,815.36	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$54,783.00	

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	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: 14
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select # 513518
Batch # 2467135

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	116124	13026400	532367
Date	Invoice #	Description		
07/31/17	13026400 - 16	13026400 . PE# 16 . 17.07		
Gross Amount		Retainage Amt	Net Amount	
$60,870.00		$3,043.50	$54,783.00	
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; NOS-United Rentals

Approvals:
PM / Date
CA 07/31/17-revised
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: **16**

Distribution to:
X OWNER
X ARCHITECT
X INSPECTOR

PERIOD TO: **42735**

FROM CONTRACTOR:
Old North State Masonry, LLC
201 W. Matthews Street
Matthews, NC 28105

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	$	2,340,000.00
2. Net change by Change Orders	$	109,066.47
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	2,449,066.47
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	2,296,220.40
5. RETAINAGE:	$	229,622.04
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	2,066,598.36
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	2,011,815.36
8. CURRENT PAYMENT DUE	$	54,783.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	382,468.11

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	$5,848.60
TOTALS	$114,915.07	$5,848.60
NET CHANGES by Change Order	$109,066.47	

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: 7/31/2017

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 . . . . . $ 54,783.00

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

ELECTRONICALLY FILED - 2023 May 16 2:18 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: 16
APPLICATION DATE: 7/20/17
PERIOD TO: 7/31/17

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	$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	409,750.00	20,600.00	-	430,350.00	95.00%	22,650.00	43,035.00
4	ARRISCRAFT MATERIAL	$93,000.00		93,000.00	85,750.00	2,600.00	-	88,350.00	95.00%	4,650.00	8,835.00
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	18,000.00	-	-	18,000.00	100.00%	-	1,800.00
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	4,190.00	-	51,940.00	98.00%	1,060.00	5,194.00
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	59,700.00	7,750.00	-	67,450.00	95.00%	3,550.00	6,745.00
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	3,160.00	-	41,160.00	98.00%	840.00	4,116.00
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	3,520.00	-	48,020.00	98.00%	980.00	4,802.00
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	1,000.00	-	-	1,000.00	100.00%	-	100.00
33	Site Wall CMU Labor/Equipment	$2,000.00		2,000.00	2,000.00	-	-	2,000.00	100.00%	-	200.00
34	Arriscraft and Precast Install	$0.00		-			-	-	#DIV/0!	-	-
35	Arriscraft South Elevation Labor/Equipment	$22,000.00		22,000.00	19,800.00	-	-	19,800.00	90.00%	2,200.00	1,980.00
36	Arriscraft West Elevation Labor/Equipment	$22,000.00		22,000.00	16,500.00	4,400.00	-	20,900.00	95.00%	1,100.00	2,090.00
37	Arriscraft [illegible] Elevation Labor/Equipment	$22,000.00		22,000.00	2,200.00	-	-	2,200.00	10.00%	19,800.00	220.00

R - 21171

ELECTRONICALLY FILED - 2023 May 16 2:18 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: 16
APPLICATION DATE: 7/20/17
PERIOD TO: 7/31/17

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%
38	Amscraft East Elevation Labor/Equipment	$27,000.00		27,000.00	24,750.00	900.00	-	25,650.00	95.00%	1,350.00	2,565.00
39	1st Floor South Architectural PC Labor/Equipment	$63,500.00		63,500.00	58,800.00	-	-	58,800.00	92.60%	4,700.00	5,880.00
40	1st Floor West Architectural PC Labor/Equipment	$63,500.00		63,500.00	56,300.00	4,025.00	-	60,325.00	95.00%	3,175.00	6,032.50
41	1st Floor North Architectural PC Labor/Equipment	$63,500.00		63,500.00	47,625.00	8,000.00	-	55,625.00	87.60%	7,875.00	5,562.50
42	1st Floor East Architectural PC Labor/Equipment	$34,500.00		34,500.00	31,050.00	1,725.00	-	32,775.00	95.00%	1,725.00	3,277.50
43	South PC Sills Labor/Equipment	$14,000.00		14,000.00	14,000.00	-	-	14,000.00	100.00%	-	1,400.00
44	West PC Sills Labor/Equipment	$18,000.00		18,000.00	18,000.00	-	-	18,000.00	100.00%	-	1,800.00
45	North PC Sills Labor/Equipment	$23,500.00		23,500.00	23,500.00	-	-	23,500.00	100.00%	-	2,350.00
46	East PC Sills Labor/Equipment	$18,000.00		18,000.00	18,000.00	-	-	18,000.00	100.00%	-	1,800.00
47	Courtyard West PC Sills Labor/Equipment	$10,500.00		10,500.00	10,500.00	-	-	10,500.00	100.00%	-	1,050.00
48	Courtyard South PC Sills Labor/Equipment	$10,500.00		10,500.00	10,500.00	-	-	10,500.00	100.00%	-	1,050.00
49	Courtyard East PC Sills Labor/Equipment	$10,500.00		10,500.00	10,500.00	-	-	10,500.00	100.00%	-	1,050.00
50	South PC Quoins Labor/Equipment	$8,000.00		8,000.00	4,000.00	-	-	4,000.00	50.00%	4,000.00	400.00
51	West PC Quions 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	7,200.00	-	-	7,200.00	90.00%	800.00	720.00
53	South PC Arches & Ornamental Labor/Eqipment	$12,500.00		12,500.00	11,200.00	-	-	11,200.00	89.60%	1,300.00	1,120.00
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	31,500.00	-	-	31,500.00	92.65%	2,500.00	3,150.00
58	6th Floor PC Cornice Band Labor/Equipment	$61,000.00		61,000.00	58,850.00	-	-	58,850.00	96.48%	2,150.00	5,885.00
59	8th 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	29,000.00	-	-	29,000.00	82.86%	6,000.00	2,900.00
61	8th Floor PC Band at Head Labor/Equipment	$27,000.00		27,000.00	20,250.00	-	-	20,250.00	75.00%	6,750.00	2,025.00
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	7,200.00	-	-	7,200.00	90.00%	800.00	720.00
64	Roof Terrace PC at Pool Deck Labor/Equipment	$6,000.00		6,000.00	3,000.00	-	-	3,000.00	50.00%	3,000.00	300.00
65	Roof Parapet Cap Labor/Equipment	$15,000.00		15,000.00	10,000.00	-	-	10,000.00	66.67%	5,000.00	1,000.00
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	CO #1[illegible]	(4,247.78)		(4,247.78)	(4,247.78)	-	-	(4,247.78)	100.00%	-	(424.78)

R - 21172

ELECTRONICALLY FILED - 2023 May 16 2:18 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: 15
APPLICATION DATE: 7/20/17
PERIOD TO: 7/31/17

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%
75	CO #11	(1,600.82)		(1,600.82)	(1,600.82)	-	-	(1,600.82)	100.00%	-	(160.08)
76				-			-	-	#DIV/0!	-	-
77				-			-	-	#DIV/0!	-	-
	GRAND TOTALS	**2,535,989.14**	**0.00**	**2,535,989.14**	**2,235,350.40**	**60,870.00**	**0.00**	**2,296,220.40**	**90.55%**	**239,768.74**	**229,622.04**

R - 21173

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

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square	
Job #	13026000	

Date Prepared:	7/31/2017	

PRIME SUB'S NAME		Old North State Masonry, LLC
Attachment for Pay Req #:	16	
for Month Ending:	7/31/2017	

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:**
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		$0.00		6/30/2017	*PARTIAL*	FINAL	
White Cap Construction Supply PO Box 4852 Orlando, FL 32802-4852 704.222.5726	*Yes*			No	Yes		$8,534.33	6/26/2017	6/30/2017	*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		$63,125.17	6/21/2017	6/30/2017	*PARTIAL*	FINAL	
General Shale Brick, Inc PO Box 5825 Carol Stream, IL 60197-5825	NO			No	Yes		$18,866.24	6/7/2017	6/30/2017	*PARTIAL*	FINAL	
United Rentals PO box 100711 Atlanta, GA 30384-0711	NO			No	Yes		$0.00			PARTIAL	FINAL	
										PARTIAL	FINAL	
										PARTIAL	FINAL	
										PARTIAL	FINAL	

R - 21174

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

ELECTRONICALLY FILED - 2023-May-16 2:18 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 $ 54,783.00 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:
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 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 31st day of July 2017.

Signed, sealed and delivered
in the presence of:

Chip Venable
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 31st day of July 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 MECKLENBURG COUNTY, N.C.

NOTARY PUBLIC, STATE OF North Carolina

My Commission Expires: September 1, 2018

Change Request Log

Old North State Masonry, LLC

Date: 7/31/2017

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	680.97	Submitted	
16	11/14/16	EWO Ticket 6454, 6456, 6455	3,124.71	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	Approved	11
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	1,023,630.05	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, 6484	13,133.83	Submitted	
30	4/6/17	Cut Precast due to concrete placed wrong	7,079.93	Submitted	
31	6/8/17	Balfour Beatty Provided Masonry Grout	-4,247.78	Approved	10
32	7/31/17	RFI-1029 Retaining Wall at the Chiller Yard	46,009.43	Submitted	

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

Change Request Log

Old North State Masonry, LLC

Date: 7/31/2017

Original Contract Amount:	2,340,000.00
Approved Contract Changes:	109,066.47
Revised Contract Amount:	2,449,066.47
Pending Contract Changes:	1,203,819.58

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

Claim Calculations- (Attachment 1)

6/14/2017

JN 1259
Marion Square Hotel
Revised Draft Claim

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-caused by Owner
Accelleration of work areas, premium costs, multiple floors due to delay in shoring removal due to upper floor design changes
Stop of work due to scope issues and precedent requirement, and changes in hoisting methods
Work areas not given to ONSM complete
Out of sequence work directed. Multiple floors work concurrently
Work areas given to ONSM in variance to contract document
Multiple design changes without proper design coordination of veneer

Summary:

ONSM started block work on the project on approximately 7/6/16 and as of todays date have approximately 2,000 block left to install or 98% of the blockwork in 49 weeks of work. Based on how the work was turned over, we have significantly cost impacts. Currently the buck hoist areas is not available and the 3rd and 6th floor terrace walls are not available Based on the stone work and the block ONSM will be substantial by the end of July,2017, but will have multiple remobilizations throught Oct to complete the project.

The orginal masonry schedule versus the revised schedule of the 9.21.16 extends our masonry duration by at least 32 weeks.

Based only on the extended duration of 32weeks

ONSM anticipates a change in scope (longer duration) of approx. 32 weeks.

32

Therefore the added costs associated with this change in scope is as follows:

1 Additional Variable Costs: *(Based on actual cost to date 6/14/17)*

		Cost cat.	cost to date 7/6/2016	cost to date 6/14/2017	weekly costs	Projected added costs	
1.a	1.a.1	Fuel	$ 760	$ 11,899	$ 227.33	$	7,274.45
	1.a.2	Freight	$ -	$ 875	$ 17.86	$	571.43
	1.a.3	Construction Equip. costs	$ -	$ 16,912	$ 345.14	$	11,044.57
	1.a.4	Auto/Truck expense	$ -	$ 12,840	$ 262.04	$	8,385.31

R - 21178

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

Claim Calculations- (Attachment 1)

1.a.5	Equip. Repair & Maint.	$ 207	$ 7,391	$ 146.61	$ 4,691.59		
1.a.6	Equip. Rental	$ 3,976	$ 49,279	$ 924.55	$ 29,585.63		
1.a.7	Scaffold Rental	$ 1,174	$ 2,974	$ 36.73	$ 1,175.51		49
1.a.8	Field Trailer	$ -	$ -	$ -	$ -		
1.a.9	Legal fees	$ -	$ 2,799	$ 57.12	$ 1,827.92		
1.a.10	Small tools	$ 552	$ 64,085	$ 1,296.59	$ 41,490.94		
1.a.11	Blades	$ 418	$ 4,153	$ 76.22	$ 2,439.18		
1.a.12	Plank	$ -	$ 10,211	$ 208.39	$ 6,668.41		
1.a.13	Travel & Lodging	$ 2,764	$ 256,260	$ 5,173.39	$ 165,548.41		
1.a.14	Safety	$ 206	$ 13,657	$ 274.51	$ 8,784.33		
1.a.15	Misc. expenses	$ 54	$ 4,376	$ 88.20	$ 2,822.53		
						$ 292,310.20	

2 Additional Labor Costs

2a

Additional supervision (32 weeks X $1,500.00/week)	$	48,000.00
Additional VP of Operations 5 days/week (8wks * $3,850/5 days per week) incl. burdens + benefits	$	30,800.00
Total additional supervision costs	$	78,800.00

2b. Labor Impacts/Inefficiencies

Labor inefficiencies for the project	$	386,045.00
Mobilizations	$	10,000.00

3 Change order Dollars that should be Approved for work already completed =		$	132,579.28
4 Total additonal costs without Overhead = 1.a+1.b+ 2.d+3 =		$	899,734.48
5 Overhead & Profit	15%	$	115,073.28
6 Bond Costs	1%	$	8,822.28
7 Outstanding Change Requests (Submitted separately)		$	-
Total Cost of Claim		$	1,023,630.05

R - 21179

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

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

Balfour Beatty
Construction

Request for Payment

Pay Request # 8
Work Performed Through: 07/31/17

Subcontractor's Name: Tate Ornamental, Inc
Subcontractor's Address: 496 Sage Road
White House, TN 37188

Phone Number:
Fax Number:

Project Name: Hotel at Marion Square
Owner: Library Associates, LLC
Job No.: 13026400
Date: 07/18/17

Description of Work: Ornamental Metals

Original Contract Amount	$521,000.00	
Change Order Total Through C/O #: 0	$7,404.00	
Total Revised Contract	$528,404.00	
Previous Work Performed to Date(SSR)	$114,904.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$37,000.00	
Current Month Gross	$0.00	
New Work Performed to Date	$151,904.00	
Less 10 % Retainage	$15,190.40	
Amount Earned to Date	$136,713.60	
Less Previous Net Billings	$103,413.60	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$33,300.00	

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	04/05/18	
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: 9

Owner Payment Rec'd Date:

Payment Terms: Pay When Paid

Pay Select #: 1509989 2463259

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	118703	13026400	534950
Date	**Invoice #**	**Description**		
07/31/17	13026400 - 08	13026400 . PE# 08 . 17.07		
Gross Amount		**Retainage Amt**	**Net Amount**	
$0.00		$0.00	$33,300.00	
Trade Account?	**Tax Code**	**Pay Item & Cost Code**		**Accrue Tax?**
NO		400.50523000.40		NO

Halt Codes: 02- OWNER FUNDING Stored Materials
PM Approval

Approvals:

PM / Date

CA 07/18/17
PA / Date

APA / Date

Barnhart 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**

APPLICATION NO: **8**

Distribution to:
X OWNER
X ARCHITECT
X INSPECTOR

PERIOD TO: **7/1/17** – **07/31/17**

FROM CONTRACTOR:
Tate Ornamental, Inc.
496 Sage Road
White House, TN 37188

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	$	521,000.00
2. Net change by Change Orders		
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	448,404.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	151,904.00
5. RETAINAGE:	$	15,190.40
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	136,713.60
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	103,413.60
8. CURRENT PAYMENT DUE	$	33,300.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	296,500.00

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.

Contractor: Tate Ornamental, Inc.

By: _____ Date: 7/11/2017

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 . . . . . $ 33,300.00

(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.

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

ELECTRONICALLY FILED - 2023 May 16 2:18 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001109

R - 21181

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: 3
APPLICATION DATE: 7/15/17
PERIOD TO: 7/31/17

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 (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 10%
1	Shop Drawings	78,000.00		78,000.00	78,000.00		-	78,000.00	100.00%	-	7,800.00
2	Decorative Guardrail	185,000.00		185,000.00			-	-	0.00%	185,000.00	-
3	Decorative Wall Rails	10,000.00		10,000.00			-	-	0.00%	10,000.00	-
4	Aluminum Service Yard Gates	12,000.00		12,000.00			-	-	0.00%	12,000.00	-
5	Aluminum OH Grille	10,000.00		10,000.00			-	-	0.00%	10,000.00	-
6	Decorative Grilles	48,000.00		48,000.00	16,000.00		-	16,000.00	33.33%	32,000.00	1,600.00
7	Pool Terrace Guardrails	23,000.00		23,000.00			17,000.00	17,000.00	73.91%	6,000.00	1,700.00
8	3rd Floor Terrace Guardrails	27,000.00		27,000.00	1,000.00		-	1,000.00	3.70%	26,000.00	100.00
9	Service Entry Guardrails	16,000.00		16,000.00			-	-	0.00%	16,000.00	-
10	Juliet Balcony Guardrails	30,000.00		30,000.00	3,000.00		20,000.00	23,000.00	76.67%	7,000.00	2,300.00
11	Steel Brackets @ Eyebrow Roofs	12,000.00		12,000.00	9,500.00		-	9,500.00	79.17%	2,500.00	950.00
12	Awning Frames	25,000.00		25,000.00				-	0.00%	25,000.00	-
13	Bronze Grilles @ Storefront	45,000.00		45,000.00			-	-	0.00%	45,000.00	-
14	CO #3 CI #712 Powdercoat eyebrow bracket	7,404.00		7,404.00	7,404.00		-	7,404.00	100.00%	-	740.40
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	528,404.00	0.00	528,404.00	114,904.00	0.00	37,000.00	151,904.00	28.75%	376,500.00	15,190.40

R - 21182

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

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

State of Tennessee
County of Robertson

BILL OF SALE

For and in consideration of the payment of Thirty Seven Thousand & no/100 Dollars by Balfour Beatty Construction (hereinafter referred to as "Purchaser") to Tate Ornamental, Inc., a Tennessee Corporation (hereinafter referred to as "Seller), Seller does hereby grant, bargain, sell, convey, set over, transfer, assign, and deliver unto Purchaser all of the rights, title, and interest which it has in the personal property, more specifically classified as Guardrails partially complete and stored at Tate Ornamental, Inc., 411 Industrial Drive, White House, TN 37188 for the Hotel @ Marion Square project.

To have and to hold, the said property being sold hereunder unto Purchaser, its successors and assigns, forever.

Seller does hereby covenant and warrant that it is the true and lawful owner of the property assigned, transferred, and sold and conveyed pursuant to this Bill of Sale; that said property is free and clear from all encumbrances and liens; that Seller has good right and full power and authority to sell, transfer, assign and convey all said property; and that Seller will warrant and defend the title to all of said property unto Purchaser, its successors and assigns, against all claims and demands of all persons, firms or corporation whatsoever.

In witness whereof, the parties hereto, by the undersigned has executed and set their hands and seals to this Bill of Sale, this 27th day of July, 2017.

Seller

Controller

Title

TATEOR-C02 LSHAW

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/27/2017

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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
Van Meter Insurance Group
1240 Fairway Street
Bowling Green, KY 42103

CONTACT NAME: Meredith Ward, CISR, CRIS
PHONE (A/C, No, Ext): (270) 529-1416 4222 FAX (A/C, No): (270) 467-1222
E-MAIL ADDRESS: mward@vanmeterins.com

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A: Amerisure Insurance Company — 19488
INSURER B: Amerisure Mutual Insurance Company — 23396
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED
TATE ORNAMENTAL, INC.
411 INDUSTRIAL DRIVE
WHITE HOUSE, TN 37188

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X EBL AGG $1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER	X		CPP 2092038	04/15/2017	04/15/2018	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CA 2092040	04/15/2017	04/15/2018	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 [X] RETENTION $ 0			CU 2092036	04/15/2017	04/15/2018	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
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			WC 2092035	04/15/2017	04/15/2018	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Commercial Inland Ma			IM 20921650302	04/15/2017	04/15/2018	Leased & Rented	200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Hotel at Marion Square #13026000
Materials Stored at: 411 Industrial Road, White House, Tn 37188
Stored Materials: $37,000

The certificate holder, joint ventures and related affiliates, owner and others required by contract are listed as additional insured in regards to the general liability as required by written contract. 30 day written notice of cancellation applies.

CERTIFICATE HOLDER

Balfour Beatty Construction, LLC
1930 Camden Road, Suite 280
Charlotte, NC 28210

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

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

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

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

AGENCY CUSTOMER ID: TATEOR-C02 LSHAW

LOC #: 0

ACORD

ADDITIONAL REMARKS SCHEDULE

INSURER Meter Insurance Group	NAMED INSURED TATE ORNAMENTAL, INC. 411 INDUSTRIAL DRIVE WHITE HOUSE, TN 37188
POLICY NUMBER SEE PAGE 1	
CARRIER SEE PAGE 1 / NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Professional Liability
Professional Liability - CK409568 8/6/2017 to 8/6/2018 Lloyd's
Occurrence/Aggregate Limit $2,000,000
Retention $15,000
Retro Date: 8/6/08

ACORD 101 (2008/01)

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

ELECTRONICALLY FILED - 2023 May 16 2:18 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 ___Tate Ornamental, Inc._____ (the "Lienor") for and in consideration of the payment of the sum of $____33,300.00_____ 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 _July____, 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 _11th_ day of _July_, 2017.

Signed, sealed and delivered
in the presence of:

_____
Signature
_Melinda Cooper_____
Print Name

Tate Ornamental, Inc._____
a _____S_____ corporation

_____
Signature
Rob Apple, Controller
Print Name & Title

STATE OF ___Tennessee_____

COUNTY OF __Sumner_____

The foregoing instrument was acknowledged before me this 11th day of _July_, 2017, by _Rob Apple_____, Controller_____ of _Tate Ornamental, Inc.____, 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 __Tennessee_____

My Commission Expires: __6/18/2019

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	7/11/2017

PRIME SUB'S NAME	Tate Ornamer
Attachment for Pay Req #:	
for Month Ending:	7/31/2017

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:
NONE										

R - 21187

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

7/31/1

Item Description	Submitted	Reviewed	Comments
Application for Payment Documentation			
Request for Payment / Payment Application standard BBC form - all subcontractors must use	X		
Schedule of Values (SOV) - matches AIA G703	X		
Conditional Waiver and Release on Progress Payment	X		
Subguard Sub-Tier / Supplier Releases - form submitted by subcontractor that tells us who needs to be joint checked	X		
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 - 21188

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

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

Balfour Beatty
Construction

Request for Payment

Pay Request # 11
Work Performed Through: 07/31/17

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 Job No.: 13026400 Date: 07/20/17
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)	$700,870.79	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$67,377.59	
New Work Performed to Date	$768,248.38	
Less 10 % Retainage	$76,824.84	
Amount Earned to Date	$691,423.54	
Less Previous Net Billings	$630,783.71	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$60,639.83	

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		
07/31/17	13026400 - 11	13026400 . PE# 11 . 17.07		
Gross Amount		Retainage Amt	Net Amount	
$67,377.59		$3,368.88	$60,639.83	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO				NO

Halt Codes: 02- OWNER FUNDING LT waivers
PM APP

Approvals:
PM / Date
CA-07/20/17
PA / Date
APA / Date

Barnhart 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:
BAKER ROOFING COMPANY
PO BOX 26057
RALEIGH, NC 27603

PROJECT: HOTEL AT MARION SQUARE

VIA ARCHITECT:

APPLICATION NO: 11

PERIOD TO: 7/31/2017

PROJECT NO: #13026000

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

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	$	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)	$	768,248.38
5. RETAINAGE.	$	76,824.85
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	691,423.53
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	630,783.70
8. CURRENT PAYMENT DUE	$	60,639.83
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	198,480.85

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: 7/19/2017

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 . . . . . $ 60,639.83

(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, DC 20006-5292
ers may obtain validation of this document by requesting a completed AIA Document D/ Certification of Document's Authenticity from the Licensee.

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

R - 21190

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: 7/19/1
PERIOD TO: 7/31/1

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%
	MOBILIZATION	78,441.00		78,441.00	58,830.75	19,610.25	-	78,441.00	100.00%	-	7,844.10
	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	137,695.00		-	137,695.00	100.00%	-	13,769.50
	UPPER PVC ROOF LABOR	13,900.00		13,900.00	13,900.00		-	13,900.00	100.00%	-	1,390.00
	MAIN UPPER COPPER ROOF LABOR	65,520.00		65,520.00	45,864.00	13,104.00	-	58,968.00	90.00%	6,552.00	5,896.80
	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	500.00		-	500.00	100.00%	-	50.00
	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	3,465.00	-	4,725.00	75.00%	1,575.00	472.50
	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	145,350.00			145,350.00	100.00%	-	14,535.00
	CORNICE AND BUILT IN GUTTER LAB	60,410.00		60,410.00		30,205.00		30,205.00	50.00%	30,205.00	3,020.50
	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	3,700.00			3,700.00	100.00%	-	370.00
	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	20,000.00		-	20,000.00	100.00%	-	2,000.00
	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	-
	MAT E MOCKUP	23,117.53		23,117.53	23,117.53		-	23,117.53	100.00%	-	2,311.75

R - 21191

ELECTRONICALLY FILED - 2023 May 16 2:18 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: 11
APPLICATION DATE: 7/18/17
PERIOD TO: 7/31/17

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	18,873.51	993.34	-	19,866.85	100.00%	-	1,986.69
	GRAND TOTALS	870,037.53	19,866.85	889,904.38	700,870.79	67,377.59	0.00	768,248.38	86.33%	121,656.00	76,824.84

R - 21192

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

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	7/18/2017

PRIME SUB'S NAME	BAKER ROOFING COMPANY
Attachment for Pay Req #:	11
for Month Ending:	7/31/2017

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:
SOUTHERN ALUMINUM FINISHING VILLA RICA, GA 770-942-1207	NO			YES	YES	NO	$17,153.38	5/31/2017		PARTIAL	FINAL	
ABC SUPPLY CO INC	NO			YES	YES	NO	$121,055.09	6/30/2017		PARTIAL	FINAL	
ENGLERT	NO			YES	YES	NO	$19,543.35	4/30/2017		PARTIAL	FINAL	
ORNAMETALS MANUFACTURING	NO			YES	YES	NO	$9,930.40	2/28/2017		PARTIAL	FINAL	
FASTENAL COMPANY	NO			YES	YES	NO	$9,186.29	4/30/2017		PARTIAL	FINAL	
METAL ROOF SYSTEMS	NO			YES	YES	NO	$5,595.35	3/30/2017		PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

R - 21194

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

ELECTRONICALLY FILED - 2023 May 16 2:18 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 $ 60,639.83 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 July, 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 19 day of July, 2017.

Signed, sealed and delivered
In the presence of:

Melinda Cates
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 19 day of July, 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.

Melinda B Cates
NOTARY PUBLIC, STATE OF NORTH CAROLINA

My Commission Expires: 3/23/20

NOTARY PUBLIC, WAKE COUNTY, NC

Item Description	Submitted	Reviewed
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 - 21196

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

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

Balfour Beatty
Construction

Request for Payment

Pay Request # 12
Work Performed Through: 07/31/1

Subcontractor's Name: Waterproofing Specialties, Inc
Subcontractor's Address: 8088 Waterford Dr
Stanley, NC 28164

Phone Number:
Fax Number:

Project Name: Hotel at Marion Square
Job No.: 13026400
Date: 07/18/17
Owner: Library Associates, LLC

Description of Work: Waterproofing

Original Contract Amount	$720,000.00	
Change Order Total	$44,851.00	
Through C/O #: 1		
Total Revised Contract	$764,851.00	
Previous Work Performed to Date(SSR)	$539,791.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$41,480.00	
New Work Performed to Date	$581,271.00	
Less 10 % Retainage	$58,127.10	
Amount Earned to Date	$523,143.90	
Less Previous Net Billings	$485,811.90	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$37,332.00	

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	07/24/17	
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	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 #: 1321397

Batch #: 2164543

For Balfour Beatty Use Only:

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

Date	Invoice #	Description
07/31/17	13026400 - 12	13026400 . PE# 12 . 17.07

Gross Amount	Retainage Amt	Net Amount
$41,480.00	$2,074.00	$37,332.00

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

Hold Codes: 02- OWNER FUNDING
PM App

Lower Tier Waivers

Approvals:

PM / Date

CA 07/18/17
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: **12**

Distribution to:
X OWNER
X ARCHITECT
X INSPECTOR

PERIOD TO: **7/31/2017**

FROM CONTRACTOR:
Waterproofing Specialties Inc
8086 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	$	44,851.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	764,851.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	581,271.00
5. RETAINAGE:	$	58,127.10
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	523,143.90
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	485,811.90
8. CURRENT PAYMENT DUE	$	37,332.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	241,707.10

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$44,851.00	$0.00
Total approved this Month		$0.00
TOTALS	$44,851.00	$0.00
NET CHANGES by Change Order	$44,851.00	

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: 7/13/2017

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.

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

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

ELECTRONICALLY FILED - 2023 May 16 2:18 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 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: 12
APPLICATION DATE: 7/13/17
PERIOD TO: 7/31/17

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 (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%
1	Submittals	3,000.00		3,000.00	2,100.00		-	2,100.00	70.00%	900.00	210.00
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	46,440.00	15,480.00	-	61,920.00	80.00%	15,480.00	6,192.00
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	26,000.00	26,000.00	-	52,000.00	50.00%	52,000.00	5,200.00
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	639,791.00	41,480.00	0.00	681,271.00	76.00%	183,580.00	55,082.00

R - 21199

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

ELECTRONICALLY FILED - 2023 May 16 2:18 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 $37,332.00 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 July, 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 13th day of July, 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

The foregoing instrument was acknowledged before me this 13th day of July, 2017 by Cardiff Shea, Vice Pres. of Waterproofing Specialties, a NC. corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Karen J. Ward
NOTARY PUBLIC, STATE OF North Carolina

My Commission Expires: May 10, 2024

KAREN J. WARD NOTARY PUBLIC LINCOLN COUNTY, N.C.

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	6/15/2017

PRIME SUB'S NAME	Waterproofing Specialties Inc.
Attachment for Pay Req #:	12
for Month Ending:	7/31/2017

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	$294,747.67	6/26/2017	5/31/2017	PARTIAL		Request 6/30/17, Forthcoming
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	$5,592.45	6/26/2017	5/31/2017	PARTIAL		Request 6/30/17, Forthcoming
IDI Distributors, Inc.	N	N	N/A	N	YES	NO	$22,476.64	6/26/2017	5/31/2017	PARTIAL	FINAL	Request 6/30/17, Forthcoming
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

R - 21201

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

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

Balfour Beatty
Construction

Request for Payment

Pay Request #: 15
Work Performed Through: 07/31/17

Subcontractor's Name: RJ Kenney Associates
Subcontractor's Address: PO Box 1748
Plainville, MA 02762

Phone Number: -
Fax Number:

Project Name: Hotel at Marion Square
Job No.: 13026400
Date: 07/19/17
Owner: Library Associates, LLC

Description of Work:	Exterior Envelope Consulting	
Original Contract Amount	$68,984.00	
Change Order Total	$0.00	
Through C/O #: 0		
Total Revised Contract	$68,984.00	
Previous Work Performed to Date(SSR)	$54,930.35	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$11,397.36	
New Work Performed to Date	$66,327.71	
Less 0 % Retainage	$0.00	
Amount Earned to Date	$66,327.71	
Less Previous Net Billings	$54,930.35	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$11,397.36	

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	08/03/17	
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 #:

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
50540	3692595	13026400	532618

Date	Invoice #	Description
07/31/17	13026400 - 15	13026400 . PE# 15 . 17.07

Gross Amount	Retainage Amt	Net Amount
$11,397.36	$569.87	$11,397.36

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400.507.10000.40	NO

Hold Codes: 02- OWNER FUNDING
PM Approval
No Tiers

Approvals:
PM / Date
CA 07/19/17
PA / Date
APA / Date

R - 21202

Barnhart 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**

APPLICATION NO: **15**

Distribution to:
X OWNER
X ARCHITECT
X INSPECTOR

PERIOD TO: **6/30/17**

FROM CONTRACTOR:
R. J. Kenney Associates, Inc.
P. O. Box 1748
Plainville MA 02762

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	$	68,984.00
2. Net change by Change Orders	$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	68,984.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	66,327.71
5. RETAINAGE:	$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	66,327.71
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	54,930.35
8. CURRENT PAYMENT DUE	$	11,397.36
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	2,656.29

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.

DISTRICT:

By: _____ Date: _____

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 ..... $ 11,397.36

(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 2:18 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: 15
APPLICATION DATE: 7/18/17
PERIOD TO: 6/30/17
Balfour Beatty Project 13026000

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	Building Envelope Plan Review	$11,200.00		11,200.00	13,176.71	-	-	13,176.71	117.65%	(1,976.71)	-
2	Quality Assurance Review	$5,900.00		5,900.00	20,136.17		-	20,136.17	341.29%	(14,236.17)	-
3	Mock-Up and Evaluation	$5,300.00		5,300.00	5,316.36		-	5,316.36	100.31%	(16.36)	-
4	Pre-Construction Conference	$4,400.00		4,400.00	4,278.98		-	4,278.98	97.25%	121.02	-
5	Qualtiy Control Inspections	$35,584		35,584.00	3,447.88	3,641.46	-	7,089.34	19.92%	28,494.66	-
6	Field Testing	$6,600.00		6,600.00	8,574.25	7,755.90	-	16,330.15	247.43%	(9,730.15)	-
7				-			-	-	#DIV/0!	-	-
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	68,984.00	0.00	68,984.00	54,930.35	11,397.36	0.00	66,327.71	96.15%	2,656.29	0.00

R - 21204

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

ELECTRONICALLY FILED - 2023 May 16 2:18 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 R. J. Kenney Associates, Inc. (the "Lienor") for and in consideration of the payment of the sum of $11,397.36 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:

N/A

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 July, 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 NISHMENT 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 July, 2017.

Signed, sealed and delivered
in the presence of:

_____
Signature

_____
Print Name

R. J. Kenney Associates, Inc.
a Massachusetts corporation

Aline L Kenney
Signature
Aline L. Kenney, President
Print Name & Title

STATE OF Massachusetts

COUNTY OF Bristol

The foregoing instrument was acknowledged before me this 18th day of July, by Aline L. Kenney, President of R. J. Kenney Associates, Inc., a Massachusetts corporation on, on behalf of the corporation. She is personally known to me or has produced a Massachusetts Driver's License as identification.

Sandra Vandette
NOTARY PUBLIC, STATE OF Massachusetts

...y Commission Expires: 10/5/23

SANDRA J. VANDETTE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 5, 2023

R. J. Kenney Associates, Inc.
P.O. Box 1748
Plainville, MA 02762

Invoice submitted to:

June 30, 2017

Invoice No.: 22936

Balfour Beatty Construction, Inc.*
Attn: Tim Spano
1930 Camden Road
Suite 280
Charlotte, NC 28203

In Reference To: Hotel at Marion Square
Project #13026000
Field Testing
Charleston SC

File No.: Q245FT
Professional services

		Hrs/Rate	Amount
6/8/2017	Engineering Assistant Coordination, Travel Arrangements for Field Testing CAK	1.00 60.00/hr	60.00
6/9/2017	Field Technician Job Preparation for Field Testing CJK	1.00 100.00/hr	100.00
6/12/2017	Field Technician Job Preparation, Mobilize for Field Testing, Travel CJK	9.50 100.00/hr	950.00
6/13/2017	Engineering I Document Coordination EM	0.50 110.00/hr	55.00
6/13/2017	Field Technician Job Preparation, Field Testing CJK	9.50 100.00/hr	950.00
6/13/2017	Consultant III Field Testing Site Visit RMK	6.00 150.00/hr	900.00
6/14/2017	Field Technician Field Testing, Travel CJK	8.00 100.00/hr	800.00
6/14/2017	Consultant III Site Visit RMK	5.00 150.00/hr	750.00
6/15/2017	Field Technician Travel, Demobilize Equipment CJK	2.00 100.00/hr	200.00
6/20/2017	Field Technician Report CJK	2.00 100.00/hr	200.00
6/23/2017	Field Technician FT1 Report CJK	1.00 100.00/hr	100.00

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

Balfour Beatty Construction, Inc.*

		Hrs/Rate	Amount
6/23/2017	Tech Writer Report FT1 ALK	0.25 50.00/hr	12.50
6/23/2017	Clerical FT1 Report EK	1.00 50.00/hr	50.00
	For professional services rendered	46.75	$5,127.50
	Additional charges:		
		Qty/Price	
6/11/2017	$Lodging 06/11/17 - 06/15/17 Lodging Expense RMK	1 249.21	249.21
	$Auto Rental 06/11/17 - 06/15/17 Auto Rental RMK	1 82.77	82.77
6/12/2017	$Airfare 06/12/17 - 06/15/17 Airfare Expense CJK	1 736.64	736.64
	$Lodging 06/12/17 - 06/15/17 Lodging Expense CJK	1 433.33	433.33
	$Parking 06/12/17 - 06/15/17 Parking CJK	1 95.45	95.45
	$Meals 06/12/17 - 06/15/17 Meal Expense CJK	4 30.00	120.00
	$Materials/Supp Materials & Supplies RMK Home Depot	1 246.51	246.51
6/13/2017	$Materials/Supp Materials & Supplies CJK Home Depot	1 122.08	122.08
	$Materials/Supp Materials & Supplies RMK Lowes	1 239.71	239.71
6/14/2017	$Materials/Supp Materials & Supplies CJK Grainger	1 302.70	302.70
	Total costs		$2,628.40

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

Balfour Beatty Construction, Inc.*

	Amount
Total amount of this bill	$7,755.90

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

R. J. Kenney Associates, Inc.
P.O. Box 1748
Plainville, MA 02762

Invoice submitted to:

June 30, 2017

Invoice No.: 22937

Balfour Beatty Construction, Inc.*
Attn: Tim Spano
1930 Camden Road
Suite 280
Charlotte, NC 28203

In Reference To: Hotel at Marion Square
Project #13026000
Quality Control Inspections
Charleston SC

File No.: Q245QC
Professional services

		Hrs/Rate	Amount
5/1/2017	Consultant III Emails with Balfour Regarding Site Visit and Field Testing Schedule RMK	0.25 150.00/hr	37.50
6/9/2017	Consultant III Prep for Site Visit RMK	2.00 150.00/hr	300.00
6/12/2017	Consultant III Travel RMK	3.75 150.00/hr	562.50
6/13/2017	Consultant III Site Visit RMK	3.00 150.00/hr	450.00
6/14/2017	Consultant III Site Visit, Travel RMK	8.75 150.00/hr	1,312.50
	For professional services rendered	17.75	$2,662.50
	Additional charges:		
		Qty/Price	
6/11/2017	$Airfare 06/11/17 - 06/15/17 Airfare Expense RMK	1 466.09	466.09
	$Gasoline Exp. 06/11/17 - 06/15/17 Gasoline Expense RMK	1 7.62	7.62
	$Parking 06/11/17 - 06/15/17 Parking RMK	1 113.27	113.27

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

Balfour Beatty Construction, Inc.*

		Qty/Price	Amount
6/11/2017	$Meals 06/11/17 - 06/15/17 Meal Expense RMK	2 30.00	60.00
	$Auto Rental 06/11/17 - 06/15/17 Auto Rental RMK	1 82.77	82.77
	$Lodging 06/11/17 - 06/15/17 Lodging Expense RMK	1 249.21	249.21
	Total costs		$978.96
	Total amount of this bill		$3,641.46

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

Balfour Beatty
Construction

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned, R. J. Kenney Associates, Inc. (Name of Vendor)

, pursuant to a contract or agreement with:
Balfour Beatty Construction, LLC ("BBC"),
(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 ("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 $ 11,397.36 (Amount to be paid to Vendor) the sufficiency of which is hereby acknowledged and confessed, and as such Subcontractor hereby: (1) waives, releases and , 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 6/30/2017 (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 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, 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 18th day of July 20 17.

R. J. Kenney Associates, Inc.
(Name of Vendor)
Aline L Kenney
Signature
By: Aline L. Kenney, President
(Print or Type the Signers Name and Title)

STATE OF Massachusetts

COUNTY OF Bristol

The foregoing instrument was signed, sealed and acknowledged before me this 18th day of July 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 Vandette
Notary Public

My Commission expires: 10/5/23

(Notary Seal)

SANDRA J. VANDETTE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 5, 2023

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

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

Balfour Beatty
Construction

Request for Payment

Pay Request #: 9
Work Performed Through: 07/31/17

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 Job No.: 13026400 Date: 07/18/17
Owner: Library Associates, LLC

Description of Work: STUCCO

Original Contract Amount	$861,508.00	
Change Order Total	$427,445.24	GET BOND RIDER!!
Through C/O #: 0		
Total Revised Contract	$1,288,953.24	
Previous Work Performed to Date(SSR)	$621,874.38	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$173,941.52	
New Work Performed to Date	$795,815.90	
Less 10 % Retainage	$79,581.59	
Amount Earned to Date	$716,234.31	
Less Previous Net Billings	$559,686.94	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$156,547.37	

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 #: 15 5300 / 2469911

For Balfour Beatty Use Only:

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

Date	Invoice #	Description
07/31/17	13026400 - 09	13026400 . PE# 09 . 17.07

Gross Amount	Retainage Amt	Net Amount
$173,941.52	$8,697.08	$156,547.37

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

Hall Codes: 02- OWNER FUNDING
PM APP
Owner Waiver
lower tier waivers

Approvals:
PM / Date
CA 08/01/17 revised
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:
Premier Exteriors LLC
3087 Argent Blvd
Ridgeland, SC 29936

CONTRACT FOR: CONSTRUCTION

PROJECT: **HOTEL AT MARION SQUARE**

VIA ARCHITECT:

APPLICATION NO: **9**

PERIOD TO: **7/31/17**

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	$	861,508.09
2. Net change by Change Orders	$	427,445.24
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	1,288,953.33
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	795,815.90
5. RETAINAGE:	$	79,581.59
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	716,234.31
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	559,686.94
8. CURRENT PAYMENT DUE	$	156,547.37
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	572,719.02

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

Digitally signed by Kim Tredway
DN: cn=Kim Tredway, o=Premier Exteriors, ou=[illegible]@premierexteriorsllc.com, c=US
Date: 2017.08.01 [illegible]

By: _____ Date: 7/12/2017

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 . . . . . $ 156,547.37

(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 2:18 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: 9
APPLICATION DATE: 7/12/17
PERIOD TO: 7/31/17

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			147,246.36	147,246.36	50,064.00	33,866.00	-	83,930.00	57.00%	63,316.36	8,393.00
2	*CO#1*		2,822.16	2,822.16	2,822.16	-	-	2,822.16	100.00%	-	282.22
3	*Mock Wall*		12,574.05	12,574.05	12,574.05		-	12,574.05	100.00%	-	1,257.41
	Flashing CO's		40,284.00	40,284.00	40,284.00		-	40,284.00	100.00%	-	4,028.40
	Window Returns		4,680.00	4,680.00	4,680.00		-	4,680.00	100.00%	-	468.00
	Window Opening Patching		2,234.00	2,234.00	2,234.00			2,234.00	100.00%	-	223.40
	Flashing at L3 Terraces		3,949.92	3,949.92	3,949.92			3,949.92	100.00%	-	394.99
	ReWaterproofing Windows		100,000.00	100,000.00	100,000.00			100,000.00	100.00%	-	10,000.00
	Stucco Wall Prep (Allowance)		4,718.00	4,718.00		3,067.00		3,067.00	65.01%	1,651.00	306.70
	Flashing Add -Top 6th Floor Cornice		6,240.00	6,240.00		6,240.00		6,240.00	100.00%	-	624.00
	Extra Manpower - High Build		2,696.75	2,696.75		1,348.25		1,348.25	50.00%	1,348.50	134.83
	RFI 0516 3rd Floor Slab Edge		100,000.00	100,000.00		44,867.27		44,867.27	44.87%	55,132.73	4,486.73
	Stucco Wall Prep (Allowance)			-			-	-		-	-
4		$85,551.67		85,551.67	8,555.00		-	8,555.00	10.00%	76,996.67	855.50
5	*Elevation North Materials*	$105,320.43		105,320.43	6,000.00		-	6,000.00	5.70%	99,320.43	600.00
6	*Elevation North Labor*	$71,293.06		71,293.06	57,413.00	10,315.00	-	67,728.00	95.00%	3,565.06	6,772.80
7	*Elevation EAST Materials*	$87,767.03		87,767.03	70,238.00	13,140.00	-	83,378.00	95.00%	4,389.03	8,337.80
14	*Elevation EAST Labor*	$80,798.80		80,798.80	44,439.00	12,119.00	-	56,558.00	70.00%	24,240.80	5,655.80
15	*Elevation SOUTH Materials*	$99,469.30		99,469.30	54,708.00	14,920.00	-	69,628.00	70.00%	29,841.30	6,962.80
16	*Elevation SOUTH Labor*	$68,916.62		68,916.62	13,784.00	13,782.00	-	27,566.00	40.00%	41,350.62	2,756.60
17	*Elevation WEST Materials*	$84,841.46		84,841.46	16,969.00	16,967.00	-	33,936.00	40.00%	50,905.46	3,393.60
18	*Elevation WEST Labor*	$49,905.14		49,905.14	37,428.00		-	37,428.00	75.00%	12,477.14	3,742.80
19	*Courtyard Materials*	$61,436.92		61,436.92	46,077.00		-	46,077.00	75.00%	15,359.92	4,607.70
20	*Courtyard Labor*	$66,207.66		66,207.66	49,655.25	3,310.00	-	52,965.25	80.00%	13,242.41	5,296.53
21	*Scaffolding*			-			-	-		-	-
22				-			-	-		-	-
23				-			-	-		-	-
24				-			-	-		-	-
25				-			-	-		-	-
26				-			-	-		-	-
	GRAND TOTALS	**861,508.09**	**427,445.24**	**1,288,953.33**	**621,874.38**	**173,941.52**	**0.00**	**795,815.90**	**92.37%**	**493,137.43**	**79,581.59**

R - 21214

ELECTRONICALLY FILED - 2023 May 16 2:18 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:	6/15/2017
PRIME SUB'S NAME	Premier Exteriors LLC
Attachment for Pay Req #:	8
for Month Ending:	6/30/2017

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:
Capitol Materials					YES		$104,186.86	6/15/2017	✓ 5/31/2017	PARTIAL		
4M Metals					YES		$4,061.81	6/15/2017	5/31/2017	PARTIAL		
Neff Rental					YES		$1,379.56	6/15/2017	5/31/2017	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 - 21215

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

ELECTRONICALLY FILED - 2023 May 16 2:18 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 $ 104,186.86 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 30 day of July, 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 2nd day of July, 2017

Signed, sealed and delivered
in the presence of:

Signature

Staci R Cohen
Print Name

Capitol Materials
a Georgia corporation

Signature

Don Fletcher, Regional Credit Mgr
Print Name & Title

STATE OF South Carolina

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 2nd day of July, 2017 by Don Fletcher, Credit Mgr of Capitol Materials a Georgia corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

James Lewis
NOTARY PUBLIC FOR STATE OF South Carolina

My Commission Expires: 6/15/2024

JAMES LEWIS NOTARY PUBLIC SOUTH CAROLINA

ELECTRONICALLY FILED - 2023 May 16 2:18 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 $ 156,547.37 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 July, 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 NISHMENT 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 July, 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 12 day of July, 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

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

Balfour Beatty
Construction

Request for Payment

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

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: 08/08/17

Description of Work: Tools

Original Contract Amount	$2,595.08	
Change Order Total	$16,734.56	
Through C/O #: 0		
Total Revised Contract	$19,329.64	
Previous Work Performed to Date(SSR)	$15,722.43	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$3,607.21	
New Work Performed to Date	$19,369.24	
Less 0 % Retainage	$0.00	
Amount Earned to Date	$19,329.64	
Less Previous Net Billings	$15,722.43	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$3,607.21	

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 Consent of Surely 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	1967290	13026400	

Date	Invoice #	Description
08/31/17	13026400 - 05	13026400 . PE# 05 . 170831

Gross Amount	Retainage Amt	Net Amount
$3,607.21	$0.00	$3,607.21

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		50810000.00000000	NO

Hall Codes: 03- Cond Prog

Approvals:
PM / Date
CA 08/08/17
PA / Date 3
APA / Date

EXHIBIT A

Ram Tool

Marion Square

JOB#: 13026400 CONTRACT#: 0 PAY APP# : 5

INVOICE DATE	INVOICE #	PREVIOUSLY PAID INVOICES	CURRENT INVOICES DUE	COMMENTS
2/13/2017	93526000	$ 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
3/22/2017	93596016	$ 1,248.62		PE03
3/23/2017	93598870	$ 329.11		PE03
3/29/2017	93610722	$ 70.80		PE03
4/4/2017	93620433	$ 1,301.79		PE03
4/4/2017	93620434	$ 485.00		PE03
4/5/2017	93622883	$ 199.43		PE03
4/12/2017	93635957	$ 90.27		PE03
4/12/2017	93635959	$ 109.81		PE03
4/12/2017	93635963	$ 71.50		PE03
4/28/2017	93667748	$ 452.54		PE03
5/1/2017	93671494	$ 321.80		PE03
5/5/2017	93681050	$ 1,520.55		PE03
5/5/2017	93681051	$ 40.44		PE03
4/20/2017	93651298	$ 328.30		PE04
4/26/2017	93661841	$ 292.93		PE04
4/26/2017	93661845	$ 129.11		PE04
4/27/2017	93665365	$ 217.86		PE04
5/2/2017	93673154	$ 637.65		PE04
5/2/2017	93673159	$ 455.22		PE04
5/2/2017	93673157	$ 234.13		PE04
5/9/2017	93686465	$ 52.49		PE04
5/10/2017	93688751	$ 406.09		PE04
5/18/2017	93705519	$ 451.26		PE04
5/22/2017	93711463	$ 294.30		PE04
6/9/2017	93743480	$ 136.25		PE04
6/12/2017	93748619	$ 301.70		PE04
6/1/2017	93729899	$ 194.64		PE04
6/13/2017	93751913	$ 165.45		PE04
6/28/2017	93782750	$ 411.52		PE04
6/15/2017	93758334	$ 29.20		PE04
6/19/2017	93763606	$ 256.11		PE04
6/20/2017	93765396	$ 165.68		PE04
6/20/2017	93765392	$ 272.93		PE04
6/22/2017	93772229	$ 80.06		PE04
7/7/2017	93798081	$ 101.26		PE04
7/12/2017	93806472		$ 505.86	PE05
7/13/2017	93810342		$ 1,342.83	PE05
7/18/2017	93818156		$ 256.11	PE05
7/21/2017	93827313		$ 150.44	PE05
7/28/2017	93843422		$ 1,141.23	PE05
7/28/2017	93843424		$ 28.07	PE05
7/31/2017	93845944		$ 80.66	PE05
8/1/2017	93849057		$ 402.61	PE05
		$ 15,722.43		

ELECTRONICALLY FILED - 2023 May 16 2:18 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

93806472
07/12/2017
Sold-To Party : 105588

BLFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

CUMENTS
es Order: 3798300
. No.: MARION SQUARE

JUL 17 2017

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	505.86 USD
Terms of Payment	Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	FRA-5492 29OZ SUBFLOOR CONSTR. ADHESIVE	24 TBE	9.79000	234.96
20	LAC-TB4SPL 4 IN TURBO BLADE	1 EA	23.00000	23.00
30	LAC-TB7SPP 7 IN TURBO BLADE	1 EA	41.90000	41.90
40	LEN-22750 6" X 3/4 X .050 6TPI 20572 RECIP BLADE	5 EA	5.31000	26.55
50	LEN-22752 9 X 6TPI RECIP BLADE 50 EACH PER PACK	5 EA	7.00000	35.00
60	LEN-22755 12IN X 3/4 X 050 6TPI 20585 RECIP BLD	5 EA	8.58000	42.90
70	CAM-5268485 414BW 55 GAL BLACK TRASH BAG 1.1 MIL 110	1 BOX	59.78000	59.78

Batch # 2005293
Doc # 1517814

Subtotal Before Tax	464.09
Total Sales Tax	41.77

Vendor # 110022 PA CA 818117

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
50610000	42040	8.13026400	**Total Invoice in USD** 505.86
			$ 505.86

MGR APPROVAL

LESS Retainage Withheld $_____

Net Amount Due $_____

Nick - please code

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 - 21220

ELECTRONICALLY FILED [illegible] May 06 2019 2:18 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

 # 93810342
07/13/2017
Sold-To Party : 105588

JUL 20 2017

BLFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

CUMENTS
es Order: 3799586
. No.: 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	**1,342.83 USD**
Terms of Payment	Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	LUM-3/4 CDX PLYWD 3/4" X 4' X 8' CDX PINE PLYWOOD	15 EA	32.13000	481.95
20	FLASHING 4844400000 36" X 66' PEEL & STICK	2 EA	375.00000	750.00
	Subtotal Before Tax			1,231.95
	Total Sales Tax			110.88
			Total Invoice in USD	1,342.83

Batch # 2405293
Doc # 151815

Vendor # 110022 PA CA 7124117

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
50610000	42040	1302640D	$ 1,342.83
			$

MGR APPROVAL — LESS Retainage Withheld $

$

Please code

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 16 2:18 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

 # 93818156
07/18/2017
Sold-To Party : 105588

BLFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

CUMENTS
es Order: 3809826
. No.: RYAN / MARION SQUARE

JUL 24 2017

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	256.11 USD
Terms of Payment	Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	FRA-5492 29OZ SUBFLOOR CONSTR. ADHESIVE	24 TBE	9.79000	234.96

Subtotal Before Tax	234.96
Total Sales Tax	21.15
Total Invoice In USD	256.11

Batch # 2475293
Doc # 1517813

Vende" 117022 CA 0131117
Bus ... = ...mount
50610000 42040 13026400 $ 256.11
$
R LESS Retainage Withheld $
VAL
Net ... nt Due $

Please code

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 F... 2:18 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

 # 93827313
07/21/2017
Sold-To Party : 105588

BLFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

CUMENTS
as Order: 3816982
. No.: 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	150.44 USD
Terms of Payment	Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	SPECIALTIES MISC #6 SCREEN DOOR SPRING	6 EA	6.95000	41.70
20	IFC-ACQSTAR09300 9 X 3IN T-25 TORX DECK SCREW TAN	1,000 EA	0.09632	96.32

Subtotal Before Tax	138.02
Total Sales Tax	12.42
Total Invoice in USD	150.44

Batch # 2405293
Doc # 1517812

Please code

Vendor # 112022 PA 0131119

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
50610000	42040	13026400	$ 150.44
			$

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 Jul 18 12:18 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
 # 93843422
07/28/2017
Sold-To Party : 105588

62209714*38073*D*4708548779401981631*0403*#10 1/2

BLFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

CUMENTS
es Order: 3831427
. No.: RYAN / MARION SQUARE

RECEIVED
AUG 04 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	**1,141.23 USD**
Terms of Payment	Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	RUB-FG9T1400BLA 1/2 CU YD TILT TRUCK 850# CAPACITY	3 EA	349.00000	1,047.00

Subtotal Before Tax	1,047.00
Total Sales Tax	94.23
Total Invoice in USD	1,141.23

Batch # 2475293
Doc # 1519816

Vendor # 119022 PA CA 8/8/19

Bus. unit/Job	Cost Type/ Account	Cost Code/ subsidiary	Amount
13026400	42040	50610000	$1,141.23
			$

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 2:18 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

 # 93843424
07/28/2017
Sold-To Party : 105588

BLFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

CUMENTS
es Order: 3833597
. No.: RYAN / MARION SQUARE

RECEIVED
AUG 04 2017

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	**28.07 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)	1 BOX	25.75000	25.75
	Subtotal Before Tax			25.75
	Total Sales Tax			2.32
			Total Invoice in USD	28.07

Batch # 245293
Doc # 1519817

Vendor # 117022 PA CA 8/8/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400	42040	50610000	$ 29.00
			$

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 2:18 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

RECEIVED
AUG 07 2017
BY

Invoice
 # 93845944
07/31/2017
Sold-To Party : 105588

62230032*38073*D*47106598417473233 4*0403*#10 1/1

BLFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

CUMENTS
es Order: 3834748
. No.: RYAN / 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	**80.06 USD**
Terms of Payment	Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
10	SWE-WAX 150	1 DR	73.45000	73.45
	150-LB WAX-BASE SWEEPING COMPOUND NO MAR			
	Subtotal Before Tax			73.45
	Total Sales Tax			6.61
			Total Invoice in USD	80.06

Batch # 245293
Doc # 151819

Vendor # 117022 PA CR 818/17
Bus. unit/Job Cost Type Cost Code/ Amount
1302600 42040 50610000 $ 80.06
$

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 2:18 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

RECEIVED
AUG 07 2017

Invoice
 # 93849057
08/01/2017
Sold-To Party : 105588

62265615*38073*0*47127709041053567O*0403*410 1/1

BLFOUR BEATTY CONSTRUCTION
ATTN: CANDICE ASHE
1930 CAMDEN ROAD, SUITE 280
CHARLOTTE NC 28203

CUMENTS
es Order: 3838230
. No.: RYAN / 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	**102.61 USD**
Terms of Payment	Net due in 30 days

Item	Material/Description	Quantity	Price unit	Value
20	STT-33 725 25FT FATMAX TAPE	1 EA	40.51000	40.51
30	RAW-02724 TAPPER+ HWH 1/4 X 2 1/4 (100/BX)	1 BOX	18.15000	18.15
40	IRW-2083200 CARBON UTILITY KNLIFE BLADE BLUE PACK OF	1 EA	18.16000	18.16

Subtotal	76.82
Freight	17.32
Subtotal Before Tax	94.14
Total Sales Tax	8.47
Total Invoice in USD	102.61

Batch # 2405293
Doc # 1518820

Vendor # 117022 PA CA 818110

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
1302640	42040	50610000	$ 102.61
			$

MGR
AL

LESS Retainage Withheld $

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 2:18 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request # 7
Work Performed Through: 07/31/17

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
Owner: Library & Associates
Job No.: 13026400
Date: 07/31/17

Description of Work: Skilled Labor

Original Contract Amount	$27,169.55	
Change Order Total	$117,891.03	
Through C/O #: 0		
Total Revised Contract	$145,060.58	
Previous Work Performed to Date(SSR)	$145,060.58	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$4,552.18	
New Work Performed to Date	$149,612.76	
Less 0 % Retainage	$0.00	
Amount Earned to Date	$149,612.76	
Less Previous Net Billings	$145,060.58	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$4,552.18	

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 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	1967290	13026400	
Date	Invoice #	Description		
07/31/17	13026400 - 07	13026400 . PE# 07 . 170731		
Gross Amount		Retainage Amt	Net Amount	
$4,552.18		$0.00	$4,552.18	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO		50610000.00000000		NO

Hall Codes: Waiver

Approvals:
PM / Date
CA 07/31/17
PA / Date
APA / Date

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

EXHIBIT A

StaffZone

Marion Square

JOB#: 13026400 CONTRACT#: 0 PAY APP# : 7

July 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		
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	$ 927.16		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
4/30/2017	CA-15202705	$ 655.86		
5/7/2017	CA-15202754	$ 181.62		
5/14/2017	CH-15050738	$ 2,750.69		
5/14/2017	CH-15050039	$ 807.20		
5/7/2017	CH-15050657	$ 3,020.04		
4/16/2017	CH-15050417	$ 4,596.20		
4/23/2017	CH-15050489	$ 1,903.38		
4/30/2017	CH-15050570	$ 2,526.04		
4/16/2017	CH-15050418	$ 1,456.97		
4/23/2017	CH-15050490	$ 1,302.05		
4/30/2017	CH-15050571	$ 1,032.13		
5/7/2017	CH-15050658	$ 2,021.80		
5/21/2017	CH-15050826	$ 3,042.71		
5/21/2017	CH-15050827	$ 1,332.03		
5/28/2017	CH-15050909	$ 2,796.50		
5/28/2017	CH-15050910	$ 817.30		
6/4/2017	CH-15050995	$ 2,163.34		
6/4/2017	CH-15050996	$ 996.68		
6/11/2017	CH-15051077	$ 1,466.98		
6/11/2017	CH-15051076	$ 2,736.66		
6/25/2017	CH-15051240		$ 1,886.29	
6/25/2017	CH-15051241		$ 658.81	
7/2/2017	CH-15051316		$ 897.18	
7/9/2017	CH-15051405		$ 504.50	
7/23/2017	CH-15051550		$ 605.40	
		$ 145,060.58	$ 4,552.18	

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

ELECTRONICALLY FILED - 2023 May 16 2:18 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-15051240
Invoice Date: 6/25/2017
Invoice Amount: $1,886.29

Amount Paid: _____

TERMS: NET CASH SEVEN (7) DAYS PAST DUE 31ST, 18% INTERES 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

Paid 7/11/17
Batch # 2440801
Doc # 1495149

↑ Please remit this stub with payment ↑

			Regular		Overtime		
Date	Description	Ticket Number	Hours	Rate	Hours	Rate	Amount
6/19/2017	HIERS, STEVE MICHAEL	248274	9.00	$19.99	0.00	$0.00	$179.91
6/19/2017	WALKER, SOLOMON D.	248388	8.50	$19.99	0.00	$0.00	$169.92
6/19/2017	SHIVERS, KAREEM	741306	8.50	$19.99	0.00	$0.00	$169.92
6/20/2017	HIERS, STEVE MICHAEL	153262	9.00	$19.99	0.00	$0.00	$179.91
6/20/2017	WALKER, SOLOMON D.	153262	8.50	$19.99	0.00	$0.00	$169.92
6/20/2017	SHIVERS, KAREEM	153263	9.00	$19.99	0.00	$0.00	$179.91
6/21/2017	HIERS, STEVE MICHAEL	153264	8.00	$19.99	0.00	$0.00	$159.92
6/21/2017	WALKER, SOLOMON D.	153353	8.00	$19.99	0.00	$0.00	$159.92
6/21/2017	SHIVERS, KAREEM	153354	8.00	$19.99	0.00	$0.00	$159.92
6/22/2017	HIERS, STEVE MICHAEL	153469	8.00	$19.99	0.00	$0.00	$159.92
6/23/2017	HIERS, STEVE MICHAEL	853849	0.00	$0.00	2.00	$29.99	$59.98
6/23/2017	HIERS, STEVE MICHAEL	853849	6.00	$19.99	0.00	$0.00	$119.94
	ACA Benefits Surcharge		90.50	$0.19	0.00	$0.00	$17.20

Vendor # 1962290 PA CA 6/27/17

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400	42040	50610000	$ 1,886.29
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

Total Due: $1,886.29

Invoice Number: CH-15051240
Invoice Date: 6/25/2017
Invoice Amount: $1,886.29

THANK YOU FOR USING STAFF ZONE

R - 21230

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:
7AM
No of Workers Needed:

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

How Many? 1 Time? 7 Report to: Reginald

x _____ Print Nam
Authorized Signature

Reachable Phone Number:

Job Description:
Shallow Cultivator

Remarks:

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Raheem Shivers								

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 2:18 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Atlanta-Doraville
770 220-9950
Atlanta East Point
404-762-2512
Atlanta-Marietta
678-903-6545
Augusta
706-724-9585
Austin
512-452-8367
Birmingham
205-703-9701
Brunswick
912-264-5500
Charleston
843-308-9663
Charleston 2
843-202 1551
Charlotte
704-714-9663
Columbia
803-399-9663
Columbus
706-324-1780
Dallas
972-258-9663
Denver
720 638 4972
Ft. Worth
817-900-9000
Greensboro
336-553-2970
Greenville
864 271-0004
Huntsville
256-964-7274
Jacksonville
904-634-0052
Nashville
615-242-9663
Orlando
407-413-5066
Raleigh
919-863-9663
Richmond
804-644-9663
Savannah
912-965-9120
Tampa
813-972-9664

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 Nam

Reachable Phone Number:

Job Description:

Remarks:

SAFETY FIRST Our MOD Rate is

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 2:18 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

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

SAFETY FIRST Our MOD Rate is .

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 2:18 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Atlanta-Doraville 770-220-9950
Atlanta-East Point 404-762-2512
Atlanta-Marietta 678-903-6545
Augusta 706-724-0585
Austin 512-452-8367
Birmingham 205-703-9701
Brunswick 912-264-5500
Charleston 843-308-9663
Charleston 2 843-202-1551
Charlotte 704-714-9663
Columbia 803-399-9663
Columbus 706-324-1780
Dallas 972-250-9663
Denver 720-638-4972
Ft Worth 817-900-9000
Greensboro 336-553-2970
Greenville 864-271-0004
Huntsville 256-964-7274
Jacksonville 904-634-0052
Nashville 615-242-9663
Orlando 407-313-5066
Raleigh 919-863-9663
Richmond 804-644-9663
Savannah 912-965-9120
Tampa 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:

SAFETY FIRST Our MOD Rates

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 2:18 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

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

SAFETY FIRST Our MOD Rate is .8

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 2:18 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

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

SAFETY FIRST Our MOD Rates .

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 2:18 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Atlanta Doraville
770-220-9950
Atlanta East Point
404-762-2312
Atlanta Marietta
678-903-6545
Augusta
706-724-9585
Austin
512-452-8367
Birmingham
205-703-9701
Brunswick
912-264-5500
Charleston
843-308-9664
Charleston 2
843-202-1551
Charlotte
704-714-9663
Columbia
803-399-9663
Columbus
706-324-1780
Dallas
972-258-9663
Denver
720-638-4972
Ft. Worth
817-900-9000
Greensboro
336-553-2970
Greenville
864-271-0004
Huntsville
256-964-7274
Jacksonville
904-634-0052
Nashville
615-242-9663
Orlando
407-413-5066
Raleigh
919 863 9663
Richmond
804-644-9663
Savannah
912-965 9120
Tampa
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:

SAFETY FIRST Our MOD Rate is .8

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	

SUPERVISION REQUIRED TOTAL BILLABLE HOURS:

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

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

SAFETY FIRST Our MOD Rate is .8

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 2:18 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-15051241
Invoice Date: 6/25/2017
Invoice Amount: $658.81

Amount Paid: _____

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

ELECTRONICALLY FILED - 2022 May 16 2:18 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

STAFF ZONE Best in Class SAFETY FIRST

† Please remit this stub with payment †

			Regular		Overtime		
Date	Description	Ticket Number	Hours	Rate	Hours	Rate	Amount
6/20/2017	SUMMERS, TOMMIE •••	153209	10.50	$19.99	0.00	$0.00	$209.90
6/22/2017	SUMMERS, TOMMIE •••	153422	0.00	$0.00	7.50	$29.99	$224.93
6/22/2017	SUMMERS, TOMMIE •••	153422	11.00	$19.99	0.00	$0.00	$219.89
	ACA Benefits Surcharge		21.50	$0.19	0.00	$0.00	$4.09

Paid: 7/11/17
Batch # 2440801
Doc # 149152

Vendor # 1960290 PA CA 6192117

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400	42040	56610600	$ 658.81
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

Total Due: $658.81

Invoice Number: CH-15051241
Invoice Date: 6/25/2017
Invoice Amount: $658.81

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-15051241
Invoice Date: 6/25/2017
Invoice Amount: $658.81

Amount Paid: _____

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

ELECTRONICALLY FILED - 2019 May 16 2:18 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 ↑

			Regular		Overtime		
Date	Description	Ticket Number	Hours	Rate	Hours	Rate	Amount
6/20/2017	SUMMERS, TOMMIE ...	153209	10.50	$19.99	0.00	$0.00	$209.90
6/22/2017	SUMMERS, TOMMIE ...	153422	0.00	$0.00	7.50	$29.99	$224.93
6/22/2017	SUMMERS, TOMMIE ...	153422	11.00	$19.99	0.00	$0.00	$219.89
	ACA Benefits Surcharge		21.50	$0.19	0.00	$0.00	$4.09

Total Due: $658.81

Invoice Number: CH-15051241
Invoice Date: 6/25/2017
Invoice Amount: $658.81

THANK YOU FOR USING STAFF ZONE

R - 21240

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

Reachable Phone Number:

Job Description:

Remarks:

SAFETY FIRST Our MOD Rate is

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 2:18 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

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

SAFETY FIRST Our MOD Rate is .82

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 2:18 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: 7/2/2017
Invoice Amount: $897.18

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

↑ Please remit this stub with payment ↑

			Regular		Overtime		
Date	Description	Ticket Number	Hours	Rate	Hours	Rate	Amount
6/26/2017	HIERS, STEVE MICHAEL ...	153674	9.50	$19.99	0.00	$0.00	$189.91
6/27/2017	HIERS, STEVE MICHAEL ...	153811	8.00	$19.99	0.00	$0.00	$159.92
6/28/2017	HIERS, STEVE MICHAEL ...	153921	9.00	$19.99	0.00	$0.00	$179.91
6/29/2017	HIERS, STEVE MICHAEL ...	154022	8.50	$19.99	0.00	$0.00	$169.92
6/30/2017	HIERS, STEVE MICHAEL ...	154111	0.00	$0.00	3.00	$29.99	$89.97
6/3 7	HIERS, STEVE MICHAEL ...	154111	5.00	$19.99	0.00	$0.00	$99.95
	ACA Benefits Surcharge		40.00	$0.19	0.00	$0.00	$7.60

Vendor # 1960290 PA CA 716110

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400	42040	50610000	$ 897.18
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

Batch # 2449713
Doc # 1500505

Total Due: $897.18

Invoice Number: CII-15051316
Invoice Date: 7/2/2017
Invoice Amount: $897.18

THANK YOU FOR USING STAFF ZONE

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

Atlanta-Doraville
770-270-9950
Atlanta-East Point
404-762-2512
Atlanta-Marietta
678-903-6545
Augusta
706-724-9585
Austin
512-452-8367
Birmingham
205-703-9701
Brunswick
912-264-5500
Charleston
843-308-9663
Charleston 2
843-202-1551
Charlotte
704 714-9663
Columbia
803 399-9663
Columbus
706-324 1780
Dallas
972-258-9663
Denver
720-638-4972
Ft. Worth
817-900-9000
Greensboro
336-553-2970
Greenville
864-271-0004
Huntsville
256 964-7274
Jacksonville
904 634-0052
Nashville
615-242-9663
Orlando
407-413-5066
Raleigh
919-863-9663
Richmond
804-644-9663
Savannah
912-965-9120
Tampa
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:

SAFETY FIRST Our MOD Rate is .82

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 2:18 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

START ZONE

Atlanta-Dorayville
770-220-9950
Atlanta-East Point
404-762-2512
Atlanta-Marietta
678-903-6545
Augusta
706-724-9585
Austin
512-452-8367
Birmingham
205-703-9701
Brunswick
912-264-5500
Charleston
843-308-9663
Charleston 2
843-202-1551
Charlotte
704-714-9663
Columbia
803-399-9663
Columbus
706-324-1780
Dallas
972-258-9663
Denver
720-638-4972
Ft. Worth
817-900-9000
Greensboro
336-553-2970
Greenville
864-271-0004
Huntsville
256-964-7274
Jacksonville
904-634-0052
Nashville
615-242-9663
Orlando
407-413 5086
Raleigh
919-863-9663
Richmond
804-644-9663
Savannah
912-965-9120
Tampa
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:

SAFETY FIRST Our MOD Rate is .82

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 2:18 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

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

SAFETY FIRST Our MOD Rate is .82

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 satisfactori

REGIONAL COPY

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

Atlanta-Doraville
770-220-9950
Atlanta-East Point
404-762-2512
Atlanta-Marietta
678-903-6545
Augusta
706-724-9585
Austin
1-452-8367
Birmingham
205-703-9701
Brunswick
912-264-5500
Charleston
843-308-9663
Charleston 2
843-202-1551
Charlotte
704-714-9663
Columbia
803-399-9663
Columbus
706-324-1780
Dallas
972-258-9663
Denver
720-638-4972
Ft. Worth
817-900-9000
Greensboro
336-553-2970
Greenville
864-271-0004
Huntsville
256-964-7274
Jacksonville
904-634-0052
Nashville
615-242-9663
Orlando
407-413-5066
Raleigh
919-863-9663
Richmond
804-644-9663
Savannah
912-965-9120
Tampa
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:

SAFETY FIRST Our MOD Rate is .82

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 2:18 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STAFF ZONE

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

SAFETY FIRST Our MOD Rate is .82

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 2:18 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-15051405
Invoice Date: 7/9/2017
Invoice Amount: $504.50

Amount Paid: _____

TERMS: NET CASH SEVEN (7) DAYS PAST DUE 1ST, 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

↑ Please remit this stub with payment ↑

			Regular		Overtime		
Date	Description	Ticket Number	Hours	Rate	Hours	Rate	Amount
7/5/2017	HIERS, STEVE MICHAEL •••	154212	9.00	$19.99	0.00	$0.00	$179.91
7/6/2017	HIERS, STEVE MICHAEL •••	154430	8.00	$19.99	0.00	$0.00	$159.92
7/7/2017	HIERS, STEVE MICHAEL •••	154562	8.00	$19.99	0.00	$0.00	$159.92
	ACA Benefits Surcharge		25.00	$0.19	0.00	$0.00	$4.75

Batch # 2456461
Doc # 1505298

Vendor # 1967290 PA CA 21817

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400	42440	5061000	$ 504.50
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

Total Due: $504.50

THANK YOU FOR USING STAFF ZONE

R - 21249

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

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

Company:
(Bill To)
BALFOUR BEATTY CONSTRUCTION

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

Report to:

Time: 7AM 13026000/SKILLED CARPENTERS MARTY/FLYNN

No of Workers Needed: (1)

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

How Many? 1 Time? 7 Report to:

Authorized Signature

Flynn Scarborough
Print Name

Reachable Phone Number:

Job Description:
Skilled Carpenter

Remarks:

SAFETY FIRST Our MOD Rate is .82

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
HIERS, STEVE MICHAEL			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

CORPORATE COPY

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

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

Company:
(Bill To) BALFOUR BEATTY CONSTRUCTION

Job Site Name
& Address: 404 KING STREET
CHARLESTON, SC 29401

Report to: 13026000/SKILLED CARPENTERS
MARTY/FLYNN

Time: 7:00

No of Workers Needed: (1)

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

How Many? 1 Time? _____ Report to: FLYNN

x _____ Ryan Ledford
Authorized Signature Print Name

Reachable Phone Number:

Job Description:
Skilled Carpenter

Remarks:

SAFETY FIRST Our MOD Rate is .8

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Steve Heires				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

CORPORATE COPY

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

STAFF ZONE

Atlanta-Doraville 770-220-9950
Atlanta-East Point 404-762-2512
Atlanta-Marietta 678-903-6545
Augusta 724-9585
Austin 452-8307
Birmingham 205-703-9701
Brunswick 912-264-5500
Charleston 843-308-9663
Charleston 2 843-202-1551
Charlotte 704-714-9663
Columbia 803-399-9663
Columbus 706-324-1780
Dallas 972-258-9663
Denver 720-638-4972
Ft. Worth 817-900-9000
Greensboro 336-553-2970
Greenville 864-271-0004
Huntsville 256-964-7274
Jacksonville 904 634-0052
Nashville 615-242-9663
Orlando 407-413-5066
Raleigh 919-863-9663
Richmond 804-644-9663
Savannah 912-965-9120
Tampa 813-972-9663

Company: (Bill To) BALFOUR BEATTY CONSTRUCTION

Job Site Name & Address: 404 KING STREET CHARLESTON SC 29401

P O 13026000/SKILLED CARPENTER

Report to: MARTY/FLYNN

Time: 7A-M

No of Workers Needed: 1

Request Work Order? ☑ Yes ☐ No

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

How Many? 1 Time? _____ Report to: _____

x _____ Authorized Signature

Flynn Szac Print Name

Reachable Phone Number:

Job Description: Skilled Carpenter

Remarks:

SAFETY FIRST Our MOD Rate is .82

Employee Name	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total
Steve Nieks					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.

CORPORATE COPY

ELECTRONICALLY FILED - 2023 May 16 2:18 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-15051550
Invoice Date: 7/23/2017
Invoice Amount: $605.40

Amount Paid: _____

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

ELECTRONICALLY FILED - 2019 May 16 2:18 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

↑ Please remit this stub with payment ↑

Date	Description	Ticket Number	Regular Hours	Regular Rate	Overtime Hours	Overtime Rate	Amount
7/17/2017	HIERS, STEVE MICHAEL ***	671000	9.00	$19.99	0.00	$0.00	$179.91
7/18/2017	HIERS, STEVE MICHAEL ***	671114	5.00	$19.99	0.00	$0.00	$99.95
7/20/2017	HIERS, STEVE MICHAEL ***	671277	8.00	$19.99	0.00	$0.00	$159.92
7/21/2017	HIERS, STEVE MICHAEL ***	671384	8.00	$19.99	0.00	$0.00	$159.92
	ACA Benefits Surcharge		30.00	$0.19	0.00	$0.00	$5.70

Batch # 2467107
Doc # 1513506

Paid - 013116

Vendor # 1960290 PA CA 013116

Bus. unit/Job#	Cost Type/ object acct	Cost Code/ subsidiary	Amount
13026400	42040	506/600 D	$ 605.40
			$

MGR APPROVAL

LESS Retainage Withheld $

Net Amount Due $

Total Due: $605.40

Invoice Number: CH-15051550
Invoice Date: 7/23/2017
Invoice Amount: $605.40

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
ustin, 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 2:18 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

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
[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.

INVOICE COPY

ELECTRONICALLY FILED - 2023 May-16 2:18 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

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 2:18 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:18 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 $4,552.18 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:

06-18 Invoices

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 23 day of July, 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 July, 2017

Signed, sealed and delivered
in the presence of:

Linda S. DiRoberto
Signature
Linda S DiRoberto
Print Name

Staff Zone
a georgia corporation
Costa DeLuca
Signature
Costa DeLuca / VP
Print Name & Title

STATE OF Georgia

COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 31st day of July, 2017, by Costa DeLuca, Vice President of Staff Zone, 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, 2019

Linda S. DiRoberto
NOTARY PUBLIC, STATE OF Georgia

My Commission Expires: 11-29-19

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

Balfour Beatty
Construction

Request for Payment

Pay Request # 1
Work Performed Through: 07/31/1

Subcontractor's Name: Maxson and Associates
Subcontractor's Address: PO Box 240257
Charlotte, NC 28224

Phone Number: 704-588-6980
Fax Number: 704-588-5138

Project Name: Hotel at Marion Square
Owner: Library Associates, LLC

Job No.: 13026400

Date: 07/19/17

Description of Work:

Original Contract Amount	$14,625.00	
Change Order Total	$0.00	
Through C/O #:		
Total Revised Contract	$14,625.00	
Previous Work Performed to Date(SSR)	**$0.00**	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$12,310.00	
Current Month Gross		
New Work Performed to Date	**$12,310.00**	
Less 10% Retainage	**$1,231.00**	
Amount Earned to Date	**$11,079.00**	
Less Previous Net Billings	$0.00	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	**$11,079.00**	

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	07/01/18	
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 #

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50000	119472	13026400	
Date	**Invoice #**	**Description**		
07/31/17	13026400 - 01	13026400 . PE# 01 . 17.07		
Gross Amount		**Retainage Amt**	**Net Amount**	
$0.00		$0.00	$11,079.00	
Trade Account?	**Tax Code**	**Pay Item & Cost Code**	**Accrue Tax?**	
NO		400.51141000.40	NO	

Hall Codes: 02- OWNER FUNDING
PM APP
Owner Waiver

Approvals:

PM / Date

CA 07/19/17
PA / Date

APA / Date

R - 21258

RECEIVED
JUL 19 2017
BY

Balfour Beatty
Construction

Request for Payment

Pay Request # 1
Work Performed Through: 7/31/2017

Subcontractor's Name: Marson and Associates, Inc.
Subcontractor's Address: P.O. Box 240257
Charlotte, NC 28224
Phone Number: 704-588-6980
Fax Number: 704-588-5138

Project Name: Hotel at Marion Square Job No.: 18 Date: 7/18/2017
Owner:

Description of Work: Smoke Guards

Original Contract Amount	$14,625.00	
Change Order Total Through C/O #:		
Total Revised Contract	$14,625.00	
Value of Work Performed to Date	$0.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$12,310.00	
Current Month (Stored Materials)	$0.00	
Total	$12,310.00	
Less 10 % Retainage	$1,231.00	
Amount Earned to Date	$11,079.00	
Less Previous Billings/Payments	$0.00	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$11,079.00	

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**	
Accrue Tax	**Tax Code**	**Pay Item & Cost Code**		
YES / NO				

Hsh Codes:

Approvals:
PM / Date
PA / Date
APA / Date

Exhibit "G"

R - 21259

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

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 Mation Square
404 King Street
Charleston, SC 29403

APPLICATION: 1
PERIOD FROM 07/01/2017
PERIOD TO: 07/31/2017

DISTRIBUTION TO:
- [ ] OWNER
- [ ] CONTRACTOR
- [ ] ARCHITECT
- [ ] TRADE CONTRACTOR

FROM (TRADE CONTRACTOR):
Maxson and Associates, Inc.
P.O. Box 240275
Charlotte, NC 28224

VIA (Construction Contract):

ARCHITECT'S PROJECTS NC 28

RECEIVED JUL 19 2017 By:

CONTRACT FOR: Overhead Doors

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Orders appr previous months by Owner		
TOTAL		
Approved this Month		
No. / Date Approved		
TOTALS		$0.00
Net change by Change Orders:		

1. ORIGINAL CONTRACT SUM		$ 14,625.00
2. Net change by Change Orders		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)		$ 14,625.00
4. TOTAL COMPLETED & STORED TO DATE (Column G)		$ 12,310.00
5. RETAINAGE:		
10 % of Completed Work (Column D + E)	$	
10 % of Stored Material (Column F)	$ $1,231.00	
Total Retainage (Line 5a + 5b or Total in Column I)		$ 1,231.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 11,079.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$
8. CURRENT PAYMENT DUE		$ 11,079.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$

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: Maxson and Assoicates, Inc.

By: Date: 7/18/2017

State of : North Carolina County of: Mecklenburg
Subscribed and sworn to before me this 18th day of July 2017
Notary Public: Yely Larios
My commission expires: 11/24/2020

YELY LARIOS
NOTARY PUBLIC
MECKLENBURG COUNTY
NORTH CAROLINA
MY COMMISSION EXPIRES 11/24/2020

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 $ 11,079.00
(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 - 21260

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

CONTINUATION SHEET

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 : 07/18/17
To: 07/14/17
Architect's Project No.: 13026000

Invoice # : 463 **Contract :** 10964.00. Hotel at Marion Square

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored To Date	% (G / C)	Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place	(Not in D or E)	(D+E+F)			
1	Material - (2) M200 Smoke Guards	12,310.00	0.00	0.00	12,310.00	12,310.00	100.00%	0.00	
2	Labor - Install (2) M200 Smoke Guards	2,315.00	0.00	0.00	0.00	0.00	0.00%	2,315.00	
	Grand Totals	14,625.00	0.00	0.00	12,310.00	12,310.00	84.17%	2,315.00	1,231.00

R - 21261

ELECTRONICALLY FILED - 2020 May 16 2:18 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

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

Balfour Beatty
Construction

Exhibit D1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT
(Subcontractor/Vendor)

The undersigned, Maxson and Associates, Inc ("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 Charelston,

and is owned by _____ ("Owner").
(Name of Owner)

Upon receipt by Subcontractor of a check in the sum of $ 11,079.00,
(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 July 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:

_____

(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 3/6/2012

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 July, 2017.

Maxson and Associates, Inc
(Company Name)

By: _____

Its: Controller

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

The foregoing instrument was signed, sealed and acknowledged before me this 18 day of July, 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: 11/29/2021

YELY LaROSA
NOTARY PUBLIC
MECKLENBURG COUNTY
NORTH CAROLINA
MY COMMISSION EXPIRES 11/29/2021
(Notary Seal)

Updated as of 3/6/2012

R - 21263

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

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

APPENDIX IV

DOCUMENTATION FOR All PAYMENTS TO CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, AND SERVICE PROVIDERS

Prime Contractor/Architect: Maxson and Associates, Inc

Address & Phone: PO Box 240257, Charlotte, NC

Project Name: Hotel at Marion Square

Pay Application #: 1 Period: 7/31/2017

Current Requested Payment Amount 11,079.00

The following is a list of payments to be made to all contractors/suppliers & other providers on this project for the above-mentioned period.

Firm Name and Address	*M/W/SBE Category	Amount to be Paid form this pay Request	Total Payments to date	Total Amount Committed
None				
Totals				

*M/W/SBE categories: Black, African American (B), Hispanic (H), Asian American (A) Native American Indian (N), Female (F), Small (S), or Socially and Economically Disadvantaged (D)

Date: 7/17/2017 Approved/Certified By: Kristian Moyles

Name

Controller

Title

Signature

THIS DOCUMENT MUST BE SUBMITTED WITH EACH PAY REQUEST & FINAL PAYMENT

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

ACORD 24 (1/95)

Material Bill of Sale

TO: Balfour Beatty

REGARDING: Material Bill of Sale, Conditional Upon Receipt of Payment

DATE: 7/18/2017

We hereby transfer, convey and assign title for the property described below and located at the address indicated below to Hotel at Marion Square for the sum of ($ 12,310.00) 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: (2) Smoke Guards M200

Stored Address: Maxson and Associates, Inc
11009 Downs Road
Pineville, NC

Sum Total Value: 12,310.00

Witness:

Subcontractor: Maxson and Associates, Inc

Kristian Moyles, Controller
Name & Title

State of North Carolina County of Mecklenburg

The foregoing instrument was acknowledged before me this 18th day of July 2017, by Kristian Moyles as Controller of Maxson and Associates, Inc.

My Commission Expires: _____ (Seal)
Notary Public

YELY LaROSA
NOTARY PUBLIC
MECKLENBURG COUNTY
NORTH CAROLINA
MY COMMISSION EXPIRES 11/29/2021

MAXSO-1 OP ID: D2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/18/2017

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.

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 TriSure Corporation-JC 4325 Lake Boone Trail Suite 200 Raleigh, NC 27607 Cramer Associates, LLC	CONTACT NAME: Diane Hobbs PHONE (A/C, No, Ext): 919-469-2473 FAX (A/C, No): 919-467-4987 E-MAIL ADDRESS: dhobbs@trisure.com
INSURED Maxson And Associates, Inc. PO Box 240257 Charlotte, NC 28224	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Firemans Insurance Co. of — 21784 INSURER B: Continental Western Ins. Co. — INSURER C: The Cincinnati Insurance Co. — 10677 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		CPA4277722 NO DEDUCTIBLE	07/01/2017	07/01/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS X Ded $0			CAA4279013	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CPA4277722	07/01/2017	07/01/2018	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCA4277723 NC, SC, GA, TN	07/01/2017	07/01/2018	X PER STATUTE OTH-ER 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			EXS0332982	07/01/2017	07/01/2018	Excess Umbrella	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 1170 Peohtree St, NE, Atlanta Manulife Financail and John Hancock Life Insurance Company (USA), a wholly owned subsidiary of Manulife Financial Corp are additional insured on the General Liability per endorsement as required by written contract

CERTIFICATE HOLDER

MANU117

Manulife Financial
Ste 565
1170 Peachtree St, N.E.
Atlanta, GA 30309

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

Diane A Hobbs

© 1988-2014 ACORD CORPORATION. All rights reserved.

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

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

MAXSON ASSOCIATES

SAFE FLEXIBLE SPACES™

RECEIVED
JUL 19 2017
By

TRANSMITTAL

Jul 18, 2017
Date

TO: Balfour Beatty Construction
1930 Camden Road, Ste 280
Charlotte, NC 28203

ATTN:

RE: Hotel at Marion Square

28
Your Order #

10964
Our Job #

WE ARE SENDING YOU

☒ Attached ☐ Under separate cover via _____

☐ Shop Drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications

☐ Copy of letter ☐ Change order ☐ Insurance certificate

☐ Signed subcontract ☐ _____

Copies	Date	No.	Description
1			Pay App #1 - July 2017

THESE ARE TRANSMITTED as checked below:

☐ For Information
☐ For approval
☐ For files & field use
☐ For review & comment
☐ As requested

A. ☐ Approved as submitted
B. ☐ Approved as noted
C. ☐ Return for correction

1. ☐ Resubmit_____copies for approval
2. ☐ Submit_____copies for distribution
3. ☐ Return_____approved or corrected prints
4. ☐ Release for fabrication & shipment
5. ☐ Hold fabrication until notified to proceed

Remarks Please let me know if you need anything else. Thanks,
Yely La Rosa ylarosa@maxsonassociates.com 704-943-5122

Copy To: _____ **Signed** Yely La Rosa

HEADQUARTERS MAIL: P.O. BOX 240257 CHARLOTTE, NC 28224 • SHIPPING: 11009 DOWNS ROAD PINEVILLE, NC 28134
(704)588-6980 • (800)532-6099 • FAX: (704)588-5138
WWW.MAXSONASSOC.COM

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

Balfour Beatty
Construction

Request for Payment

Pay Request # 15
Work Performed Through: 07/31/17
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: 07/18/17
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	$644,338.75	
Through C/O #: 0		
Total Revised Contract	$4,106,037.75	
Previous Work Performed to Date(SSR)	$3,469,865.20	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$133,564.93	
New Work Performed to Date	$3,603,430.13	
Less 10 % Retainage	$360,343.15	
Amount Earned to Date	$3,243,086.98	
Less Previous Net Billings	$3,122,878.55	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$120,208.43	

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 #: 1513358 / 2466832

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	762107	13026400	541629
Date	Invoice #	Description		
07/31/17	13026400 - 15	13026400 . PE# 15 . 17.07		
Gross Amount		Retainage Amt	Net Amount	
$133,564.93		$6,678.25	$120,208.43	
Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?	
NO		400.50925200.40	NO	

Hold Codes: 02- OWNER FUNDING; LT Waivers; HOLD-Missing Change Orders; PM App

Approvals:
PM / Date
CA 07/18/17
PA / Date
APA / Date

R - 21268

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 31-JUL-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		$655,584.75
3. CURRENT CONTRACT AMOUNT	(Line 1 +/- 2)	$4,117,283.75
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)		$3,603,430.13
5. RETAINAGE:		
a. % of Completed Work (Column D + E on Continuation Page)	$360,343.15	
b. % of Material Stored (Column F on Continuation Page)	$0.00	
Total Retainage (Line 5a + 5b or Column I on Continuation Page)		$360,343.15
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)		$3,243,086.98
7. LESS PREVIOUS APPLICATIONS		$3,122,878.55
8. PAYMENT DUE		$120,208.43
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	$874,196.77	

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months	$374,432.52	$1,878.00
Total approved this month	$98,934.71	$0.00
TOTALS	$473,367.23	$1,878.00
NET CHANGES	$471,489.23	

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: 7/27/17

State of SC

County of Charleston

Subscribed and sworn to before me this 27 day of July 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 - 21269

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

CONTINUATION PAGE

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 27-JUL-17
PERIOD THRU: 31-JUL-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	5,130.00	0.00		5,130.00	100%	0.00	513.00
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	49,956.00	0.00		49,956.00	100%	0.00	4,995.60
111		1st Floor Drywall Assembly - Material			46,016.00	46,016.00	0.00		46,016.00	100%	0.00	4,601.60
112		1st Floor Drywall Assembly - Labor			64,846.00	58,361.40	0.00		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	32,802.00	0.00		32,802.00	100%	0.00	3,280.20
117		1st Floor Ceiling Drywall Assembly - Material			10,131.00	10,131.00	0.00		10,131.00	100%	0.00	1,013.11
118		1st Floor Ceiling Drywall Assembly - Labor			24,069.00	21,662.10	0.00		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	52,366.00	0.00		52,366.00	100%	0.00	5,236.60
121		2nd Floor Drywall Assembly - Material			54,022.00	48,619.80	0.00		48,619.80	90%	5,402.20	4,861.98
122		2nd Floor Drywall Assembly - Labor			74,019.00	66,617.10	0.00		66,617.10	90%	7,401.90	6,661.72
123		2nd Floor ACT - Material			24,763.00	24,763.00	0.00		24,763.00	100%	0.00	2,476.30

R - 21270

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

Precision Walls Inc.

CONTINUATION PAGE

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 27-JUL-17
PERIOD THRU: 31-JUL-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)
124		2nd Floor ACT - Labor			16,842.00	8,421.00	0.00		8,421.00	50%	8,421.00	842.10
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	48,724.00	0.00		48,724.00	100%	0.00	4,872.40
127		2nd Floor Ceiling Drywall Assembly - Material			12,635.00	10,108.00	0.00		10,108.00	80%	2,527.00	1,010.81
128		2nd Floor Ceiling Drywall Assembly - Labor			29,608.00	14,804.00	0.00		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	99,911.00	0.00		99,911.00	100%	0.00	9,991.11
131		3rd Floor Drywall Assembly - Material			92,351.00	92,351.00	0.00		92,351.00	100%	0.00	9,235.11
132		3rd Floor Drywall Assembly - Labor			135,420.00	121,878.00	0.00		121,878.00	90%	13,542.00	12,187.80
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	99,911.00	0.00		99,911.00	100%	0.00	9,991.10
135		4th Floor Drywall Assembly - Material			92,351.00	92,351.00	0.00		92,351.00	100%	0.00	9,235.11
136		4th Floor Drywall Assembly - Labor			135,420.00	121,878.00	0.00		121,878.00	90%	13,542.00	12,187.80
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	97,912.78	1,998.22		99,911.00	100%	0.00	9,991.11
139		5th Floor Drywall Assembly - Material			92,351.00	92,351.00	0.00		92,351.00	100%	0.00	9,235.11
140		5th Floor Drywall Assembly - Labor			135,420.00	101,565.00	13,542.00		115,107.00	85%	20,313.00	11,510.70
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	42,593.50	0.00		42,593.50	85%	7,516.50	4,259.35
144		6th Floor Drywall Assembly - Labor			59,552.00	44,664.00	0.00		44,664.00	75%	14,888.00	4,466.40
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	42,593.50	0.00		42,593.50	85%	7,516.50	4,259.35
148		7th Floor Drywall Assembly - Labor			59,552.00	23,820.80	0.00		23,820.80	40%	35,731.20	2,382.08
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	61,470.00	0.00		61,470.00	90%	6,830.00	6,147.00

R - 21271

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

Precision Walls Inc.

CONTINUATION PAGE

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 27-JUL-17
PERIOD THRU: 31-JUL-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)
151		8th Floor Drywall Assembly - Material			50,110.00	25,055.00	12,527.50		37,582.50	75%	12,527.50	3,758.25
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	2,785.00	0.00		2,785.00	50%	2,785.00	278.50
156		Roof Terrace Drywall Assembly - Labor			10,250.00	2,562.50	2,562.50		5,125.00	50%	5,125.00	512.50
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	43,500.00	0.00		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	88,200.00	0.00		88,200.00	100%	0.00	8,820.00
162		GRG Dome/Pilaster Labor			15,000.00	7,500.00	0.00		7,500.00	50%	7,500.00	750.00
163		Scaffolding at stairwells			80,000.00	28,000.00	4,000.00		32,000.00	40%	48,000.00	3,200.00
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	3,097,310.68	34,630.22		3,131,940.90	90%	329,758.10	313,194.21
		SUB TOTAL			3,461,699.00	3,097,310.68	34,630.22		3,131,940.90	90%	329,758.10	313,194.21
		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 - 21272

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

Precision Walls Inc.

CONTINUATION PAGE

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 27-JUL-17
PERIOD THRU: 31-JUL-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			6,096.00	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-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	16,653.00	0.00		16,653.00	75%	5,551.00	1,665.30
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

R - 21273

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

Precision Walls Inc.

CONTINUATION PAGE

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 27-JUL-17
PERIOD THRU: 31-JUL-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)
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	592.00	0.00		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	921.00	0.00		921.00	100%	0.00	92.10
23		CO-17154 - MOD 4 Drawing Revisions			25,511.00	25,511.00	0.00		25,511.00	100%	0.00	2,551.10
24		CO-17426 - RFI 0405 - Roof Modifications			10,695.00	10,695.00	0.00		10,695.00	100%	0.00	1,069.50
25		CO-17427 - RFI 0149 - Roof Truss Revision Clarifications			9,039.00	9,039.00	0.00		9,039.00	100%	0.00	903.90
26		CO-16667 - Hotel @ Marion Square - Quarry Cast Reduced Scope Formglas Rev J			251,123.00	39,589.00	85,972.46		125,561.46	50%	125,561.54	12,556.15
27		CO-18205 - Installation of Plaster Ceilings Per ID 502 and ID 504 - MATERIAL COST ONLY			34,796.00	34,796.00	0.00		34,796.00	100%	0.00	3,479.60
28		CO-18259 - Demo and Re-Build Elevator 6 Roof System Due to Shaft Being Built Too High			2,575.75	2,575.75	0.00		2,575.75	100%	0.00	257.58
29		CO-18397 - CO 17413 / BBC Change Order 5 Adjustment			-963.00	-963.00	0.00		-963.00	100%	0.00	-96.30
30		CO-17808 - MOD 2 Drawing Revisions - REVISED			7,821.00	7,821.00	0.00		7,821.00	100%	0.00	782.10
31		CO-18053 - Add 171 Drywall donut features over all tub locations on all room floors per Model Room 8 revisions			128,340.00	83,421.02	0.00		83,421.02	65%	44,918.98	8,342.10

R - 21274

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

Precision Walls Inc.

CONTINUATION PAGE

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 27-JUL-17
PERIOD THRU: 31-JUL-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)
32		CO-17841 - Remove and Replace Drywall at Private Dining 147 due to design changes			2,359.00	2,359.00	0.00		2,359.00	100%	0.00	235.90
33		CO-17264 - MOD 5 Drawing Revisions			19,405.00	14,553.75	4,851.25		19,405.00	100%	0.00	1,940.51
34		CO-18318 - SI 39 - Pattisserie Wall Changes			1,840.00	920.00	920.00		1,840.00	100%	0.00	184.00
35		CO-18429 - SI 41 Boardroom Revisions			1,821.00	0.00	1,821.00		1,821.00	100%	0.00	182.10
36		CO-18430 - SI 41 Prefunction Revisions			2,188.00	0.00	2,188.00		2,188.00	100%	0.00	218.80
37		CO-18417 - SI 39 - Guestroom Patching			1,060.00	0.00	0.00		0.00	0%	1,060.00	
38		CO-18463 - RFI 0991 - ADA Bathroom Control Valve Locations			2,538.00	0.00	0.00		0.00	0%	2,538.00	
39		CO-18471 - Spa Retail Revisions			4,466.00	0.00	0.00		0.00	0%	4,466.00	
40		CO-18405 - Repair Lobby Ceiling Due to Water Damages Extra Work Order 4/29/17			315.00	0.00	315.00		315.00	100%	0.00	31.50
41		CO-18516 - Repair Water Damaged Drywall & Insulation Work Orders Date 6/5/17 - 7/3/17			2,867.00	0.00	2,867.00		2,867.00	100%	0.00	286.70
		Group Sub Total			655,584.75	372,554.52	98,934.71		471,489.23	72%	184,095.52	47,148.94
		SUB TOTAL			655,584.75	372,554.52	98,934.71		471,489.23	72%	184,095.52	47,148.94
		FINAL TOTAL			**$4,117,283.78**	**$3,469,865.20**	**$133,584.93**		**$3,603,450.13**	**88%**	**$513,853.62**	**$360,343.16**

R - 21275

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

Precision Walls Inc.

CONTINUATION PAGE

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 27-JUL-17
PERIOD THRU: 31-JUL-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)
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	592.00	0.00		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	921.00	0.00		921.00	100%	0.00	92.10
23		CO-17154 - MOD 4 Drawing Revisions			25,511.00	25,511.00	0.00		25,511.00	100%	0.00	2,551.10
24		CO-17426 - RFI 0405 - Roof Modifications			10,695.00	10,695.00	0.00		10,695.00	100%	0.00	1,069.50
25		CO-17427 - RFI 0149 - Roof Truss Revision Clarifications			9,039.00	9,039.00	0.00		9,039.00	100%	0.00	903.90
26		CO-16667 - Hotel @ Marion Square - Quarry Cast Reduced Scope Formglas Rev J			251,123.00	39,589.00	85,972.46		125,561.46	50%	125,561.54	12,556.15
27		CO-18205 - Installation of Plaster Ceilings Per ID 502 and ID 504 - MATERIAL COST ONLY			34,796.00	34,796.00	0.00		34,796.00	100%	0.00	3,479.60
28		CO-18259 - Demo and Re-Build Elevator 6 Roof System Due to Shaft Being Built Too High			2,575.75	2,575.75	0.00		2,575.75	100%	0.00	257.58
29		CO-18397 - CO 17413 / BBC Change Order 5 Adjustment			-963.00	-963.00	0.00		-963.00	100%	0.00	-96.30
30		CO-17808 - MOD 2 Drawing Revisions - REVISED			7,821.00	7,821.00	0.00		7,821.00	100%	0.00	782.10
31		CO-18053 - Add 171 Drywall donut features over all tub locations on all room floors per Model Room 8 revisions			128,340.00	83,421.02	0.00		83,421.02	65%	44,918.98	8,342.10

R - 21276

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

Precision Walls Inc.

CONTINUATION PAGE

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 27-JUL-17
PERIOD THRU: 31-JUL-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)
32		CO-17841 - Remove and Replace Drywall at Private Dining 147 due to design changes			2,359.00	2,359.00	0.00		2,359.00	100%	0.00	235.90
33		CO-17264 - MOD 5 Drawing Revisions			19,405.00	14,553.75	4,851.25		19,405.00	100%	0.00	1,940.51
34		CO-18318 - SI 39 - Pattisserie Wall Changes			1,840.00	920.00	920.00		1,840.00	100%	0.00	184.00
35		CO-18429 - SI 41 Boardroom Revisions			1,821.00	0.00	1,821.00		1,821.00	100%	0.00	182.10
36		CO-18430 - SI 41 Prefunction Revisions			2,188.00	0.00	2,188.00		2,188.00	100%	0.00	218.80
37		CO-18417 - SI 39 - Guestroom Patching			1,060.00	0.00	0.00		0.00	0%	1,060.00	
38		CO-18463 - RFI 0991 - ADA Bathroom Control Valve Locations			2,538.00	0.00	0.00		0.00	0%	2,538.00	
39		CO-18471 - Spa Retail Revisions			4,466.00	0.00	0.00		0.00	0%	4,466.00	
40		CO-18405 - Repair Lobby Ceiling Due to Water Damages Extra Work Order 4/29/17			315.00	0.00	315.00		315.00	100%	0.00	31.50
41		CO-18516 - Repair Water Damaged Drywall & Insulation Work Orders Date 6/5/17 - 7/3/17			2,867.00	0.00	2,867.00		2,867.00	100%	0.00	286.70
			Group Sub Total		655,584.75	372,554.52	98,934.71		471,489.23	72%	184,095.52	47,148.94
		SUB TOTAL			655,584.75	372,554.52	98,934.71		471,489.23	72%	184,095.52	47,148.94
		FINAL TOTAL			$4,117,283.78	$3,469,865.20	$133,584.93		$3,603,430.13	88%	$513,853.62	$360,343.16

R - 21277

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

EXHIBIT G – APPLICATION FOR PAYMENT

Pay Request #: 14
Work Performed Through 07/31/17

Subcontractor's Name: Precision Walls, Inc.
ubcontractor's Address: 2205 E Distribution Center Dr. , Charlotte, NC 28269
hone Number: 843-793-6020
Fax Number: 843-571-2098

Project Name: Hotel at Marion Square Project No.: 13026000 Date: 07/27/17
Owner:

Description of Work: Drywall, GFRG, FRP, Light Gauge Steel Roof Trusses & Ceilings

Original Contract Amount:	$3,461,699.00
Change Order Total:	655,584.65
Through C/O#: 36	
Total Revised Contract	4,117,283.75
Value of Work Performed to Date	3,603,430.13
Value of Materials Stored On Site	00.00
Value of Materials Stored Off Site	00.00
Current Month (Stored Materials)	00.00
Total	3,603,430.13
Less 10.0000 % Retainage	360,343.15
Amount Earned to Date	3,243,086.98
Less Previous Billings/Payments	3,122,878.55
ss Adjustments/Joint Checks	00.00
Less Pending Back Charges	00.00
Total Amount this Requisition	120,208.43

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			

Halt Codes:

Approvals:

PM / Date PA / Date APA / Date

ELECTRONICALLY FILED - 2023 May 16 2:19 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1003100

ELECTRONICALLY FILED - 2023 May 16 2:18 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") in consideration of the payment of the sum of $ 120,208.43 (the "Payment Amount") to be made by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), and effective upon remittance of the Payment Amount and contingent upon final clearance and payment of valuable consideration of the Payment Amount releases, waives and quitclaims to Contractor, the Owner, and their respective successors and assigns, all liens and lien rights 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 or materials furnished by or through Lienor for the construction of any improvements thereon through the last date of work covered by payment application number 12 except for retention, open change order requests, the unpaid balance of prior payment applications, if any, and those other claims or disputes identified as follows:

See Attached

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 which Lienor has against the Property, the Contractor, and the Owner on account of labor and services performed or materials furnished by or through Lienor for the construction of any improvements thereon through the last date of work covered by payment application number 14 except for retention, open change order requests, the unpaid balance of prior payment applications, if any, and those other claims identified above. That all laborers retained or employed by the Lienor for construction of improvements of the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of the 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 through the last date of work covered by payment application number 14, excluding the items identified hereinabove.

IN WITNESS THEREOF, I have hereunto set my hand seal this 27 day of July, 2017.

Signed, sealed and delivered
In the presence of:

Brenda Brown
Signature

Brenda Brown
Print Name

Precision Walls, Inc.,
a S corporation

Signature

TROY MORGAN, CFO
Print Name & Title

STATE OF SC

COUNTY OF Charleston

BRENDA MAY BROWN NOTARY PUBLIC SOUTH CAROLINA

The foregoing instrument was acknowledged before me this 27 day of July, 2017, by Troy Morgan, CFO of Precision Walls a S corporation on behalf of the corporation. He/she is personally known to me or has produced ID (type of identification) as identification.

Brenda May Brown
NOTARY PUBLIC, STATE OF SC

My Commission Expires: 8/19/2024

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

Job Contracts Log

PRECISION WALLS, INC.
Partners in driving your job.

Precision Walls Inc. Charleston, SC
Hotel @ Marion Square

Balfour Beatty Construction

Date Ju 27 2017 | Job # | GC Job # 14-1278

Reference	Date	Description	Status	Aging	Amount		Approved	Invoiced	
141278-01-100	APR-15-15	Hotel @ Marion Square	Approved			3 451 699 00	3 451 699 00		2 816 746 69
CO-16441	MAR-31-16	Change Order 1 - wood ramp, bbc off.	Approved			11 902 00	11 902 00		10 711 80
CO-16442	MAR-31-16	CO 2 - ades for office changes and ra	Approved			1 182 00	1 182 00		1 063 80
CO-16443	MAR-31-16	CO 3 - plywood screen wall at king str	Approved			4,550 00	4 550 00		4 095 00
CO-16687	AUG-04-16	Hotel @ Marion Square - Quarry Cast	Approved			251,123 00	251 123 00		113,005 31
CO-16862	MAY-23-16	RFIs 479 / 436 - closet wall type chan	Void			0 00	0 00		0 00
CO-16967	JUN-10-16	Base Change Order Template (Master	Open		418	0 00	0 00		0 00
CO-16968	JUN-10-16	RFI 16 - Stud Size and Gauging - Cha	Void			0 00	0 00		0 00
CO-17109	JUL-06-16	RFI 0506 - Guestroom A307 Ceiling H	Void			0 00	0 00		0 00
CO-17125	JUL-08-16	MOD 1 Changes	Approved			18 637 00	18 637 00		16 773 30
CO-17184	JUL-13-16	MOD 4 Drawing Revisions	Approved			25,511 00	25 511 00		22,959 90
CO-17264	AUG-04-16	MOD 5 Drawing Revisions	Approved			19 405 00	19 405 00		17 464 45
CO-17268	AUG-04-16	Install 7/8" 20ga Hat Channels at all a drywall is shown direct to PT slabs / Credit back drywall adhesive labor and material's	Void			0 00	0 00		0 00
CO-17291	AUG-09-16	Install 5/8" Gypsum Exterior Sheathing	Approved			5 245 00	5 245 00		4 720 50
CO-17295	AUG-10-16	RFI-449 - Interior Wall Requirements f	Void			0 00	0 00		0 00
CO-17329	AUG-18-16	Marion Square Hotel - In Wall Blocker	Void			0 00	0 00		0 00
CO-17415	SEP-07-16	Temp Wall T&M Work from 8/15/16 - 8	Approved			6 096 00	6 096 00		5 485 40
CO-17425	SEP-08-16	MOD 2 Revisions - VOIDED SEE REV	Void			0 00	0 00		0 00
CO-17426	SEP-08-16	RFI 0405 - Roof Modifications	Approved			10,695 00	10 695 00		9,625 50
CO-17427	SEP-08-16	RFI 0149 - Roof Truss Revision Clarifi	Approved			9,039 00	9 039 00		8,135 10
CO-17428	SEP-08-16	RFI 0019 - Change Ramp Wall to Wal Documents	Approved			6,880 00	6 880 00		6,192 00
CO-17482	SEP-15-16	MOD 6 Drawing Revisions	Pending		315	30,460 00	0 00		0 00
CO-17508	SEP-19-16	MOD 7 Drawing Revisions	Pending		311	41 435 00	0 00		0 00
CO-17570	SEP-27-16	Offsite Model Room Revisions per Ow	Pending		303	7 544 00	0 00		0 00
CO-17572	SEP-29-16	Offsite Model Room Blocking per BBC	Approved			2 013 00	2 013 00		1 811 70
CO-17579	SEP-29-16	RFI 0714 Entry Way South Wall at Re	Void			0 00	0 00		0 00
CO-17636	OCT-12-16	20 Day Structure Delay Cost Impacts	Open		43	21 742 00	21 742 00		0 00
CO-17658	OCT-17-16	50 pieces of flat strapping for BBC (6"	Approved			500 00	500 00		450 00
CO-17691	OCT-17-16	BBC Onsite Offices/Conference Room	Approved			5 249 00	5 249 00		4 724 10
CO-17703	OCT-25-16	Change Drywall Construction to Prast hour fire rating at curved walls in Camelias Lounge	Void			0 00	0 00		0 00
CO-17803	NOV-14-16	Re-mobilization costs to set hollow me frames after framing is complete This is a PER EACH occurance price.	Open		255	568 00	0 00		0 00
CO-17804	NOV-14-16	Revised Exterior Mock Up Work	Pending		255	15,079 00	0 00		0.00
CO-17808	NOV-14-16	MOD 2 Drawing Revisions - REVISED	Approved			7,821 00	7 821 00		7 039 90
CO-17823	NOV-16-16	Offsite Mock Up Dome	Approved			0 00	0 00		0 00
CO-17824	NOV-16-16	Level 5 Finish ILO Arriscraft Black	Void			0 00	0 00		0 00
CO-17925	NOV-17-16	Framing / Sheathing at Suck Hoist Fla	Approved			3,665 00	3 665 00		3 298 50

CO-17830	NOV-18-16	RFI 0738 Pool Deck Slab Revision	Approved		4,441.00	4,441.00	3,996.90
CO-17841	NOV-22-16	Remove and Replace Drywall at Priva	Approved		2,359.00	2,359.00	2,123.10
CO-17842	NOV-22-16	RFI 0777 Pump Room Wall Type char	Approved		2,699.00	2,699.00	2,429.10
CO-17892	DEC-01-16	5th Floor Deck Height +/- 4" over spoc	Void		0.00	0.00	0.00
CO-17931	DEC-16-16	RFI 0769 - Add 8 Access Panels total	Open	223	2,161.00	0.00	0.00
CO-17956	DEC-28-16	Model Room 8 Revisions - Add (2) GR	Pending	211	2,498.00	0.00	0.00
CO-17957	DEC-28-16	RFI 0785 - Guestroom Floors Finishec	Void		0.00	0.00	0.00
CO-17998	JAN-05-17	Contract Alternate to Add 22ga Deckir	Approved		44,000.00	44,000.00	39,600.00
CO-18002	JAN-06-17	RFI 0853 - Box out pipe penetrations I	Void		0.00	0.00	0.00
CO-18003	JAN-09-17	RFI 0854 - Extend Wall Box Out for 4"	Void		0.00	0.00	0.00
CO-18006	JAN-09-17	ASI 19 Revisions	Approved		3,601.00	3,601.00	3,240.90
CO-18024	JAN-11-17	Structural Revision - Delete Ballroom	Approved		-915.00	-915.00	-823.50
CO-18025	JAN-11-17	Add GRG ceiling shapes over all tub t	Void		0.00	0.00	0.00
CO-18033	JAN-12-17	MOD 8 Drawing Revisions including R	Pending	199	28,408.00	0.00	0.00
CO-18053	JAN-24-17	Add 171 Drywall donut features over a revisions	Approved		128,340.00	128,340.00	75,078.92
CO-18062	JAN-27-17	Provide labor ONLY to install 178 pool	Void		0.00	0.00	0.00
CO-18074	JAN-31-17	Sound Isolation RFP	Void		0.00	0.00	0.00
CO-18098	FEB-07-17	RFI-0795 FRP Material Upgrade Cost	Void		0.00	0.00	0.00
CO-18106	FEB-08-17	RFI-0024 Shower Curb Detail	Approved		22,204.00	22,204.00	14,987.70
CO-18112	FEB-09-17	Return Trip to Frame Out Openings fo Ceilings on 1 & 2	Pending	167	3,572.00	0.00	0.00
CO-18126	FEB-14-17	RFI-0800 Level 3-8 Casing Issue	Pending	163	672.00	0.00	0.00
CO-18127	FEB-14-17	Re-Install Exterior Wall Rigid Insulatio Furring after it was removed by others on levels 3 &	Approved		1,690.00	1,690.00	1,701.00
CO-18128	FEB-14-17	Labor to Temp in 9th Floor Elevator SI 6 Windows	Approved		966.00	966.00	869.40
CO-18129	FEB-14-17	Remove/replace drywall and adjust pc mock up rooms 309 and 311. Premium time for Saturday Only.	Approved		1,470.00	1,470.00	1,323.00
CO-18158	MAR-03-17	RFI-0868 Shower Niches	Open	146	1,884.00	0.00	0.00
CO-18199	MAR-13-17	RFI 878 - Guestroom C3 Modifications	Open	135	2,413.00	0.00	0.00
CO-18202	MAR-13-17	Structure Impacts As A Result of Sche	Void		0.00	0.00	0.00
CO-18203	MAR-14-17	SI 34 Electrical Patching	Pending	134	904.00	0.00	0.00
CO-18205	MAR-15-17	Installation of Plaster Ceilings Per ID S	Approved		34,796.00	34,796.00	31,316.40
CO-18222	MAR-20-17	SI 36 R1 Owner Change Directive Lev	Pending	129	18,947.00	0.00	0.00
CO-18226	MAR-22-17	Add Framing and Drywall Over Freeze	Pending	127	1,305.00	0.00	0.00
CO-18235	MAR-27-17	Repair 3rd Floor Chase Wall Extra W	Pending	122	194.00	0.00	0.00
CO-18236	MAR-27-17	Frame Out for 2nd Floor Curtain Pock	Pending	122	406.00	0.00	0.00
CO-18237	MAR-27-17	Repair Damaged/Removed Rigid Insu	Pending	122	3,226.00	0.00	0.00
CO-18239	MAR-28-17	Reframe Corridor 200FA Ceiling Extra	Pending	121	397.00	0.00	0.00
CO-18240	MAR-28-17	REVISED Added Radius Soffit Work a	Pending	121	1,883.00	0.00	0.00
CO-18252	MAR-31-17	Repair Damages to 2nd Floor Overhe	Pending	118	1,620.00	0.00	0.00
CO-18253	MAR-31-17	Re-frame and hang around windows ir	Approved		592.00	592.00	532.80
CO-18254	MAR-31-17	Box out around pipes that did not fall I fire walls on 2nd floor Extra Work Order 3/13/17	Approved		921.00	921.00	828.90
CO-18255	MAR-31-17	Frame out for ducts not laid out on L9	Pending	118	1,005.00	0.00	0.00
CO-18256	MAR-31-17	3rd Floor Duct Shaft Patching Extra W	Pending	118	630.00	0.00	0.00
CO-18259	APR-03-17	Demo and Re-Build Elevator 8 Roof S	Approved		2,575.75	2,575.75	2,318.17
CO-18297	APR-12-17	Fix Shaftwall at room 347 Extra Work	Pending	106	700.00	0.00	0.00

R - 21281

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

CO-18288	APR-12-17	Re-Frame Ceilings for Lights Not Laid	Pending	106	420.00	0.00	0.00
		221,200V, 223, and 216A Extra Work Order 3/28/17					
CO-18299	APR-12-17	Extra Work Orders to add framing at 9	Pending	106	2,100.00	0.00	0.00
CO-18301	APR-12-17	Lower Soffit in Upper Dining Room du	Open	106	1,621.00	0.00	0.00
CO-18302	APR-12-17	Re-Frame Soffits at window of prefunc	Pending	106	483.00	0.00	0.00
		floor and add drapery pockets Extra Work Order 03/24/17					
CO-18303	APR-12-17	Plan Grid Issue #243 Replace Insulati	Open	106	654.00	0.00	0.00
		changes in 221B					
CO-18307	APR-12-17	Plan Grid Issue #291 Widen Ballroom	Pending	106	768.00	0.00	0.00
CO-18308	APR-12-17	Plan Grid Issue #298 Install Fire Rate	Open	106	1,136.00	0.00	0.00
CO-18309	APR-12-17	Plan Grid Issue #297 Install metal stu	Open	106	398.00	0.00	0.00
CO-18315	APR-19-17	Large Cornice Revisions Due to Baker	Pending	99	15,468.00	0.00	0.00
CO-18316	APR-19-17	SI 39 - Private Dining Revisions	Open	99	884.00	0.00	0.00
CO-18317	APR-19-17	SI 39 - Lobby Ceiling Demo/Patch for	Open	99	1,406.00	0.00	0.00
CO-18318	APR-19-17	SI 39 - Patisserie Wall Changes	Approved		1,840.00	1,840.00	1,656.00
CO-18319	APR-19-17	SI 39 - Vestibule 209 Changes	Open	99	1,384.00	0.00	0.00
CO-18320	APR-19-17	SI 39 - Spa Wall Changes	Void		0.00	0.00	0.00
CO-18348	APR-27-17	SI 39 - Concierge Changes	Void		0.00	0.00	0.00
CO-18349	APR-28-17	SI 39 - Stair 4 Wall Revisions	Pending	80	6,118.00	0.00	0.00
CO-18366	MAY-15-17	Lower Soffits at Private Dining and Se	Void		0.00	0.00	0.00
CO-18367	MAY-15-17	SI 38 - B32 Wall and Door Frame Den	Approved		2,031.00	2,031.00	0.00
CO-18368	MAY-15-17	Flush out gap above ballroom soffit ar	Pending	73	3,688.00	0.00	0.00
CO-18397	MAY-18-17	CO 17413 / BBC Change Order 5 Adj.	Approved		-983.00	-983.00	-866.70
CO-18401	MAY-18-17	MSH Plang Grid Issue 438 Repair Dar	Open	70	352.00	0.00	0.00
CO-18402	MAY-20-17	MOD 4 Drawing Revisions COPY with	Void		0.00	0.00	0.00
CO-18404	MAY-23-17	Re-work 2nd floor bathroom windows	Pending	64	970.00	0.00	0.00
CO-18405	MAY-23-17	Repair Lobby Ceiling Due to Water Da	Approved				
		Work Order 4/29/17			315.00	315.00	283.50
CO-18406	MAY-23-17	Patching and various issues on the 4t	Pending	64	9,634.00	0.00	0.00
CO-18409	MAY-24-17	Kitchen Drywall Repairs ONLY Extra \	Pending	64	1,195.00	0.00	0.00
CO-18410	MAY-24-17	RFI 0915 Ballroom RCP Conflict with I	Approved		4,517.00	4,517.00	0.00
CO-18414	MAY-25-17	SI 40 and SI 41R Revisions	Open	62	7,109.00	0.00	0.00
CO-18417	MAY-30-17	SI 39 - Guestroom Patching	Approved		1,060.00	1,060.00	0.00
CO-18422	JUN-01-17	Add Framing and Drywall to Lobby So	Pending	56	1,620.00	0.00	0.00
CO-18423	JUN-01-17	RFI 0974 Guestroom 315 and 415 Sof	Open	58	1,151.00	0.00	0.00
CO-18424	JUN-01-17	New Wall Behind Concierge Desk per	Void		0.00	0.00	0.00
CO-18425	JUN-01-17	RFI 0968 - Shaftwall Ceiling at 8th Flo	Pending	58	2,076.00	0.00	0.00
CO-18426	JUN-01-17	RFI 0922 Added Bulkhead to Conceal	Open	56	1,032.00	0.00	0.00
CO-18427	JUN-01-17	RFI 0940 Pocket Door Opening Revisi	Open	55	2,782.00	0.00	0.00
CO-18428	JUN-05-17	SI 39 - Reception Ceiling Demo/Patch	Open	52	988.00	0.00	0.00
CO-18429	JUN-08-17	SI 41 Boardroom Revisions	Approved		1,821.00	1,821.00	1,638.90
CO-18430	JUN-08-17	SI 41 Prefunction Revisions	Approved		2,188.00	2,188.00	1,969.20
CO-18445	JUN-08-17	SI 44R1 Pricing	Open	48	7,334.00	0.00	0.00
CO-18448	JUN-08-17	Credit L5 Finish in Guestroom Corrido	Void		0.00	0.00	0.00
CO-18452	JUN-14-17	MSH Claim - Cost Impacts For Schedu	Open	43	784,020.00	0.00	0.00
CO-18458	JUN-20-17	Kitchen Added Bulkheads Extra Work	Pending	37	851.00	0.00	0.00
CO-18463	JUN-20-17	RFI 0991 - ADA Bathroom Control Val	Approved		2,538.00	2,538.00	0.00
CO-18464	JUN-20-17	SI 46 Revisions	Open	37	3,517.00	0.00	0.00
CO-18470	JUN-27-17	SI 48 Revisions	Open	30	10,682.00	0.00	0.00

R - 21282

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

CO-18471	JUN-28-17	Spa Retail Revisions	Approved		4,466.00	4,466.00	0.00
CO-18472	JUN-28-17	RFI 0999 - Patisserie Door Frame Cha	Void		0.00	0.00	0.00
CO-18478	JUN-29-17	Add structural studs to joists at 9th flo	Pending	28	1,410.00	0.00	0.00
		for steel Extra Work Orders Dates 6/14/17 - 6/15/17					
CO-18477	JUN-29-17	Add Wall not shown on plans at door I	Pending	28	294.00	0.00	0.00
		elevator inspection Extra Work Orders Date 6/16/17					
CO-18476	JUN-29-17	Repair Drywall Damages at 1st Floor I	Pending	28	2,011.00	0.00	0.00
CO-18479	JUN-29-17	Temp Wall Extra Work Order Date 6/1	Pending	28	3,977.00	0.00	0.00
CO-18480	JUN-29-17	RFI 0976 Lower Upper Dining Soffits	Pending	28	1,501.00	0.00	0.00
CO-18481	JUN-29-17	Repair Drywall Damages at 3rd floor E	Pending	28	8,019.00	0.00	0.00
CO-18482	JUN-29-17	Repair Damaged Framing on L8 Extra	Pending	28	1,266.00	0.00	0.00
CO-18484	JUL-05-17	SI 48 Revisions	Open	22	1,958.00	0.00	0.00
CO-18485	JUL-06-17	Add Soffit to Conceal Chilled Water Pi	Pending	21	347.00	0.00	0.00
CO-18486	JUL-06-17	Hung back drywall where Watson took	Pending	21	3,434.00	0.00	0.00
		Work Orders Date 6/21/17					
CO-18487	JUL-06-17	Repair damaged rigid insulation and d	Pending	21	580.00	0.00	0.00
CO-18488	JUL-06-17	Patched back drywall removed by Wat	Pending	21	1,327.00	0.00	0.00
		and MCC to center for vanities Work Orders 6/2/17					
		& 6/6/17					
CO-18514	JUL-17-17	SI 53 - Patching	Open	10	3,682.95	0.00	0.00
CO-18515	JUL-17-17	RFI 1008 - Remove and Reinstall Doo	Pending	10	1,176.00	0.00	0.00
CO-18516	JUL-17-17	Repair Water Damaged Drywall & Insu	Approved		2,867.00	2,867.00	2,580.30
CO-18518	JUL-18-17	Sprinkler Patching Extra Work Orders	Pending	9	1,588.00	0.00	0.00
CO-18519	JUL-18-17	Mechanical Patching Extra Work Orde	Pending	9	878.00	0.00	0.00
CO-18520	JUL-18-17	Electrical Patching Extra Work Orders	Pending	9	1,033.00	0.00	0.00
CO-18544	JUL-25-17	RFI 0931 Ballroom Ceiling High Can L	Open	2	1,799.00	0.00	0.00
CO-18545	JUL-27-17	Demo and Re-Build West Wall of Fitn	Open	0	4,728.00	0.00	0.00
CO-18547	JUL-27-17	Re-Frame Patisserie Ceiling due to Re	Open	0	1,196.00	0.00	0.00
CO-18548	JUL-27-17	Infill Windows in Foyer at Stairs 1 & 2	Open	0	1,711.00	0.00	0.00

Contract Status Summary

Original Contract	3,461,699.00	3,461,699.00	2,819,748.69
Approved COs	662,132.75	662,132.75	424,340.29
Current Contract	4,123,831.75	4,123,831.75	3,243,088.98
Pending	235,842.00	0.00	0.00
Open	850,427.95	21,742.00	0.00
Void	0.00	0.00	0.00
Current Contract Incl (Open\Pending)	5,210,101.70	4,145,573.75	3,243,088.98

Run on: July 27, 2017 3:53 PM

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
Supplemental Instruction 44
Supplemental Instruction 45
Supplemental Instruction 46
Supplemental Instruction 47
Supplemental Instruction 48

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

Supplemental Instruction 49
Supplemental Instruction 50
Supplemental Instruction 51
Issues with all stairwell openings and steel stairs being out of square
Molded drywall from water damage
Open extra work orders signed by BBC staff
Overtime/per diem/travel costs associated with schedule acceleration and stacking
Extended general condition costs
Damage to our work by other trades

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

Balfour Beatty Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000
Date Prepared:	7/18/2017
PRIME SUB'S NAME	Precision Walls Inc.
Attachment for Pay Req #:	14
for Month Ending:	7/31/2017

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 26 Charlotte NC 28217	NO	NO	N/A		YES	NO	$6,028.80	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	$45,525.50	7/11/2017	✓ 6/30/2017	PARTIAL	FINAL	
Truss Link Inc 260 Gallantry Dr Irmo, SC 29063	No	Yes	2/1/2016		YES	NO	$257,991.23	5/23/2017	6/19/2017	PARTIAL	FINAL	
Ram Tool PO Box 743487 Atlanta, GA 30374 205-413-8716	NO	NO	N/A		YES	NO	$9,419.32	6/14/2017	5/9/2017	PARTIAL	FINAL	
CK Supply PO Box 415421 Boston, MA 02241 843-747-5842	NO	NO	N/A		YES	NO	$783,925.81	7/6/2017	5/31/2017	PARTIAL	FINAL	need updated waiver
New Hope Drywall LLC 715 Chelwood PL Charlotte, NC 28217	NO	NO	N/A		YES	NO	$449,119.89	7/11/2017	✓ 7/17/2017	PARTIAL	FINAL	
AGS 1 LLC 308 Raymond Drive Ladson, SC 29456	NO	NO	N/A		YES	NO	$46,637.05	3/6/2017	3/7/2017	PARTIAL	FINAL	
Hidalgo Drywall 2433 Bengal Road N Charleston SC 29405	YES	NO	N/A		YES	NO	$57,077.10	7/30/2017	✓ 6/30/2017	PARTIAL	FINAL	
Kensaal Construction Products PO Box 416199 Boston, MA	No	NO	N/A		YES	NO	$36,432.05	5/3/2017	5/17/2017	PARTIAL	FINAL	
G & Z Drywall LLP 105 Dew Avenue Goose Creek, SC 29445	No	NO	N/A		YES	NO	$99,982.60	5/5/2017	5/16/2017	PARTIAL	FINAL	

R - 21285

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

Balfour Beatty Construction

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned, Hidalgo Drywall (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 $ 57,077.10 (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 6/30/17 (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 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 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 24 day of July 20 17.

Jose Hidalgo (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 24 day of July 20 17, by the aforesaid representative, having been duly sworn (or affirmed) affirming that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: _____ (Notary Public)

My Commission expires: 8-19-2024

BRENDA MAE BROWN NOTARY PUBLIC SOUTH CAROLINA

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

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

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned, 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 $ 449,119.89 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 6/19/17

(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 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 July 2017

Orlando Villanueva

(Name of Vendor)

CAT

(Title)

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 July 2017, by the aforesaid representative, having been duly sworn and stating that he/she is duly authorized to give this Affidavit and that the foregoing statements are true.

Signed: _____

Notary Public

My Commission expires: 5-19-2024

SOUTH CAROLINA NOTARY PUBLIC BRENDA MAE BROWN

Balfour Beatty

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned, Accusti Engineering (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 ("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 $ 110,020.00 (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 10-30-17 (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 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 on 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 18 day of July 20 17.

Accusti Engineering
(Name of Vendor)

(Signature)

By: H. EVAN VERBUIS III
(Print or Type the Signer's Name and Title)
VICE PRESIDENT

STATE OF North Carolina

COUNTY OF Mecklenburg

The foregoing instrument was signed, sealed and acknowledged before me this 18 day of July 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: Sharon M King
Notary Public

My Commission expires: April 29, 2022

SHARON M KING
NOTARY PUBLIC
Mecklenburg County
North Carolina
My Commission Expires April 29, 2022

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

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

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned, CK Supply

(Name of Vendor)

, pursuant to a contract or agreement with:

Balfour Realty Construction, LLC ("BRC"),

Precision Walls Inc. a subcontractor to BRC 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 $ 783,925.81 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 5/31/17

(Insert date through which Work 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

(Insert the word "None" if not exceptions are to be listed on Attachment "A" which must be attached hereto and identified as Exhibit A to this Release. Failure to describe any exceptions as provided above is 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 releases rights unconditionally and states that you have been paid for any of these 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 July, 20 17.

CK Supply

(Name of Vendor)

By: Marla Tarantino - Credit Rep

(Signature) (Name and Title)

STATE OF IL

COUNTY OF COOK

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

Signed, Olivia Quinones

(Notary Public)

My Commission expires: 1/27/19

OFFICIAL SEAL
OLIVIA QUINONES
Notary Public - State of Illinois
My Commission Expires Jan 27, 2019

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

Balfour Beatty
Construction

Request for Payment

Pay Request #: 7
Work Performed Through: 07/31/17

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: 07/19/17
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)	$1,129,783.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$36,702.00	
New Work Performed to Date	$1,166,485.00	
Less 10 % Retainage	$116,648.50	
Amount Earned to Date	$1,049,836.50	
Less Previous Net Billings	$1,016,804.70	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$33,031.80	

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	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.
	60540	2400602	13026400	541136
Date	Invoice #	Description		
07/31/17	13026400 - 07	13026400 . PE# 07 . 17.07		
Gross Amount		Retainage Amt	Net Amount	
$36,702.00		$1,635.10	$33,031.80	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO		400.51420000.40		NO

Hall Codes: 02- OWNER FUNDING
PM APP
Owner Waiver

Approvals:
PM / Date
CA 07/19/17
PA / Date
APA / Date

OTIS

One Farm Springs
Farmington, CT 06032

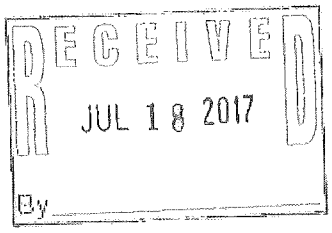
CUSTOMER NBR	DATE	INVOICE NUMBER
715263	7/11/2017	TAF629072034

INVOICE

AMOUNT DUE
$ 33,036.50

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	7/11/2017	TAF629072034

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)			$ 1,166,485.00
7	**RETAINAGE**			
	7a. 10% of Completed Work (Column D+E on G703)	$ 116,648.50		
	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)			$ 116,648.50
8	**TOTAL EARNED LESS RETAINAGE** (Linw 6 Less Line 7 Total)			$ 1,049,836.50
9	**CURRENT EXTRAS ON CONTRACT**			$ -
10	**LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 8 + 9 from prior Certificate)			~~$ -1,016,800.00~~ 1,016,804.70
11	**LESS ADVANCES TO DATE**			$ -
12	**TAX**			$ -
13	**CURRENT PAYMENT DUE** (Line 8+9-10-11+12)			~~$ 33,036.50~~ 33,031.80
14	**BALANCE TO FINISH, PLUS RETAINAGE** (Line 5-(8+9))			$ 427,082.50

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.

R - 21291

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

ELECTRONICALLY FILED - 2023 May 16 2:18 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 **$33,036.50** 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 30th day of JULY. , 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 11th day of JULY., 2017.

Signed, sealed and delivered
in the presence of:

O Figueroa
Signature

O. Figueroa, New Equip. & Mod. Biller
Print Name

Otis Elevator Company
a _____ corporation

Signature

Print Name & Title

The undersigned has been granted a specific authority only to waive lien rights for labor performed and material products provided in consideration of monies paid and is not authorized to waive any other rights or make an other agreement herein on behalf of Otis Elevator Company and it's subsidiaries and affiliated operating units.

STATE OF FL

COUNTY OF Palm Beach

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.

OLIVIA LUCIA FIGUEROA
MY COMMISSION # GG 028211
EXPIRES: September 8, 2020
Bonded Thru Notary Public Underwriters

O Figueroa
NOTARY PUBLIC, STATE OF Florida

My Commission Expires: _____

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000
Date Prepared:	7/11/2017
PRIME SUB'S NAME	Otis Elevator Cor
Attachment for Pay Req #:	6
for Month Ending:	7/31/2017

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*	
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 - 21293

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

CONTINUATION SHEET

AIA DOCUMENT G703 TAF629072034

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: 07/11/17
PERIOD TO: 07/31/17
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	68276.00	0.00	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	204829.00	0.00	0.00	204829.00	75.00	68276.00	20484.00

BG703001

R - 21294

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

CONTINUATION SHEET

AIA DOCUMENT G703 TAF629072034

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: 07/11/17
PERIOD TO: 07/31/17
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	63632.00	0.00	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	190897.00	0.00	0.00	190897.00	75.00	63632.00	19090.00

BG703001

R - 21295

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

CONTINUATION SHEET

AIA DOCUMENT G703 TAF629072034

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: 07/11/17
PERIOD TO: 07/31/17
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	63479.00	0.00	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	190435.00	0.00	0.00	190435.00	75.00	63479.00	19044.00

BG703001

R - 21296

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

CONTINUATION SHEET

AIA DOCUMENT G703 TAF629072034

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: 07/11/17
PERIOD TO: 07/31/17
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	78345.00	0.00	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	235034.00	0.00	0.00	235034.00	75.00	78345.00	23505.00

BG703001

R - 21297

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

CONTINUATION SHEET

AIA DOCUMENT G703 TAF629072034

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: 07/11/17
PERIOD TO: 07/31/17
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	29363.00	0.00	0.00	29363.00	100.00	0.00	2936.00
	FACTORY MATERIALS	36702.00	0.00	36702.00	0.00	36702.00	100.00	0.00	3670.00
	INSTALLATION LABOR	36702.00	0.00	0.00	0.00	0.00	0.00	36702.00	
	BILL GRP: 5 TOTALS	146809.00	73405.00	36702.00	0.00	110107.00	75.00	36702.00	11010.00

R - 21298

BG703001

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

CONTINUATION SHEET

AIA DOCUMENT G703 TAF629072034

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: 07/11/17
PERIOD TO: 07/31/17
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	1129783.00	36702.00	0.00	1166485.00	78.98	310434.00	116653.00

R - 21299
ELECTRONICALLY FILED - 2023 May 16 2:18 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

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

Balfour Beatty
Construction

Request for Payment

Pay Request # 16
Work Performed Through: 07/31/17

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: 07/19/17
Owner: Library Associates, LLC

Description of Work: Fire Protection

Original Contract Amount	$464,920.00	
Change Order Total	-$644.12	
Through C/O #: 1		
Total Revised Contract	$464,275.88	
Previous Work Performed to Date(SSR)	$420,880.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$16,489.00	
New Work Performed to Date	$437,369.00	
Less 10 % Retainage	$43,736.90	
Amount Earned to Date	$393,632.10	
Less Previous Net Billings	$378,792.00	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$14,840.10	

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: 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	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	1348477	13026400	525443

Date	Invoice #	Description
07/31/17	13026400 - 16	13026400 . PE# 16 . 17.07

Gross Amount	Retainage Amt	Net Amount
$16,489.00	$824.45	$14,840.10

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400.51550000.40	NO

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

Approvals:
PM / Date
CA 07/19/17
PA / Date
APA / Date

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: 16
PERIOD TO: 7/31/17
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		$ -644.12
3 CONTRACT SUM TO DATE (Line 1 ± 2)		$ 464,275.88
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 437,369.00
5. RETAINAGE:		
a. ____% of Completed Work (Column D + E on G703)	$ 43,736.90	
b. ____% of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 43,736.90
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 393,632.10
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 378,792.00
8. CURRENT PAYMENT DUE		$ 14,840.10
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	70,643.78

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: Palmetto Automatic Sprinkler Company, Inc

By: Mark Long Date: 7/10/17

State of: South Carolina County of: Lexington
Subscribed and sworn to before me this 10 day of July 2017
Notary Public:
My Commission expires: 2/3/24

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.

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

ELECTRONICALLY FILED - 2023 May 16 2:18 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: 16
APPLICATION DATE: 7/19/17
PERIOD TO: 7/31/17
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	$32,545.00			$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	$20,376.00	$10,188.00		$30,564.00	90.00%	$3,396.00	$3,056.40
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	$18,673.00			$18,673.00	100.00%		$1,867.30
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	$23,468.00			$23,468.00	100.00%		$2,346.80
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	$12,019.00			$12,019.00	94.99%	$634.00	$1,201.90
20	4th Floor Test & Trim	$1,000.00						$1,000.00	$0.00
21	5th Floor Material	$18,918.00	$18,918.00			$18,918.00	100.00%		$1,891.80
22	5th Floor Labor	$12,726.00	$9,544.00	$2,545.00		$12,089.00	94.99%	$637.00	$1,208.90
23	5th Floor Test & Trim	$1,000.00						$1,000.00	$0.00
24	6th Floor Material	$13,091.00	$13,091.00			$13,091.00	100.00%		$1,309.10
25	6th Floor Labor	$8,987.00	$6,740.00			$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	$12,764.00			$12,764.00	100.00%		$1,276.40
28	7th Floor Labor	$8,768.00	$6,576.00			$6,576.00	75.00%	$2,192.00	$657.60

R - 21302

ELECTRONICALLY FILED - 2023 May 16 2:18 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: 16
APPLICATION DATE: 7/19/17
PERIOD TO: 7/31 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)
29	7th Floor Test & Trim	$750.00						$750.00	$0.00
30	8th Floor Material	$13,309.00	$13,309.00			$13,309.00	100.00%		$1,330.90
31	8th Floor Labor	$9,133.00	$6,849.00			$6,849.00	74.99%	$2,284.00	$684.90
32	8th Floor Test & Trim	$750.00						$750.00	$0.00
33	Roof Terrace Material	$7,764.00	$6,988.00	$776.00		$7,764.00	100.00%		$776.40
34	Roof Terrace Labor	$4,968.00		$2,980.00		$2,980.00	59.98%	$1,988.00	$298.00
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)
37	Change Order #4	$1,312.00	$1,312.00			$1,312.00	100.00%		$131.20
	GRAND TOTALS	$464,275.88	$420,880.00	$16,489.00		$437,369.00	94.20%	$26,906.88	$43,736.90

R-21303

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

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

ELECTRONICALLY FILED - 2023 May 16 2:18 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 $ 14,840.10 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 July, 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 19 day of July, 2017

Signed, sealed and delivered
in the presence of:

Rachel Pickkata
Signature
Rachel Pickkata
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 19 day of July, 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 #	13028000
Date Prepared:	7/19/2017
PRIME SUB'S NAME	PALMETTO AUTOMATIC SPRINKLER COMPANY, INC
Attachment for Pay Req #:	16
for Month Ending:	7/31/2017

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	5582.12	4/30/17		PARTIAL	FINAL	
HD Supply Waterworks, 501 W Church St, Orlando, FL 32805					YES	NO	2607.39	6/30/17		PARTIAL	FINAL	
Shaw Enterprises, Inc PO Box 6174 Hickory NC 28603					YES	NO	30210.00	11/31/16		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 - 21305

ELECTRONICALLY FILED - 2023 May 16 2:18 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

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:	

INSURED
Palmetto Automatic Sprinkler Co., Inc.
PO Box 2927
Cayce, SC 29171

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 SCHEDULED AUTOS X HIRED 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	AXS0000889	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? (Mandatory in NH) Y / N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC2102582	10/01/2016	10/01/2017	X PER STATUTE OTH-ER 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	ELD30000109200	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

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

PJH

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

Hotel at Marion Square - Subcontractor Pay Application Checklist

Item Description	Submitted	Reviewed
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 document tion if applicable		
Owner Waiver		
If applicable subcontractor change request log (for purposes of verifying with the project cost event logs)		

R - 21307

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

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

Balfour Beatty
Construction

Request for Payment

Pay Request # 23
Work Performed Through: 07/31/17

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: 07/25/17
Owner: Library Associates, LLC

Description of Work: Mechanical HVAC and Plumbing

Original Contract Amount	$8,028,350.00	
Change Order Total Through C/O #: 2	$564,085.09	
Total Revised Contract	$8,592,435.09	
Previous Work Performed to Date(SSR)	$7,859,731.30	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site		
Current Month Gross	$210,850.15	
New Work Performed to Date	$8,070,581.45	
Less 10 % Retainage	$807,058.15	
Amount Earned to Date	$7,263,523.31	
Less Previous Net Billings	$7,073,758.16	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$189,765.15	

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	07/01/18	
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	115133	13026400	532366

Date	Invoice #	Description
07/31/17	13026400 - 23	13026400 . PE# 23 . 17.07

Gross Amount	Retainage Amt	Net Amount
$210,850.15	$10,542.51	$189,765.15

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400.51500000.40	NO

Hold Codes: 02- OWNER FUNDING
~~Owner Waiver~~
PM App
~~Lower Tier Waivers~~ waiver from Trane
Change Orders

Approvals:
PM / Date
CA 07/25/17
PA / Date
APA / Date

R - 21308

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: **23**

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

PERIOD TO: **July 31 2017**

FROM CONTRACTOR:
Bernhard MCC, LLC.
9233 Forsyth Park Drive
Charlotte, NC 28273

VIA ARCHITECT:

PROJECT NO: **#13026000**
BMCC Project # 8350248

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	$	8,028,350.00
2. Net change by Change Orders	$	-564,085.09
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	8,592,435.09
4. TOTAL COMPLETED & STORED TO DATE (Column J on G703)	$	8,070,581.45
5. RETAINAGE:	$	807,058.15
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	7,263,523.31
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	7,073,758.16
8. CURRENT PAYMENT DUE	$	189,765.15
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	1,328,911.79

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$563,451.65	$0.00
Total approved this Month	$633.44	$0.00
TOTALS	$564,085.09	$0.00
NET CHANGES by Change Order	$564,085.09	

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: _____ 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 . . . . . $ 189,765.15

(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.

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

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

R - 21309

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: 23
APPLICATION DATE: July 31 2017
PERIOD TO: July 31 2017

Balfour Beatty Project 0

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 (D+E+F)	% (G ÷ C)	BALANCE TO FINISH	RETAINAGE
					FROM PREVIOUS APPLICATION (D+E+F)	THIS PERIOD (II - E)				(C - G)	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 & EQUIPMENT	300,000.00		300,000.00	300,000.00		-	300,000.00	100.00%	-	30,000.00
4	HOFFMAN FANS, VAVS & EQUIPMENT	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	522,500.00	183,032.80	-	705,532.80	67.52%	339,467.20	70,553.28
7	GREASE TRAP	10,000.00		10,000.00	10,000.00		-	10,000.00	100.00%	-	1,000.00
8	PUMPS/WATER HEATER	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	SHEETMETAL	1,296,689.00		1,296,689.00	1,257,788.33		-	1,257,788.33	97.00%	38,900.67	125,778.83
11	CONTROLS	108,711.00		108,711.00	101,101.23	4,350.00	-	105,451.23	97.00%	3,259.77	10,545.12
12	INSULATION	493,950.00		493,950.00	454,434.00	19,600.00	-	474,034.00	95.97%	19,916.00	47,403.40
13	INNCOMM SYSTEM	165,000.00		165,000.00	107,250.00		-	107,250.00	65.00%	57,750.00	10,725.00
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
	FIFTH FLOOR										
27	MATERIAL	40,000.00		40,000.00	40,000.00		-	40,000.00	100.00%	-	4,000.00

R - 21310

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

DEFENDANT LIBRARY ASSOCIATES, LLC'S

TRIAL EXHIBIT #133

Part 2 of 2

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: 23
APPLICATION DATE: July 31 2017
PERIOD TO: July 31 2017

Balfour Beatty Project 0

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 (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE
					FROM PREVIOUS APPLICATION (D+E+F)	THIS PERIOD (II - E)					10%
28	LABOR	50,000.00		50,000.00	50,000.00		-	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	40,000.00		-	40,000.00	100.00%	-	4,000.00
	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	40,000.00		-	40,000 00	100.00%	-	4,000.00
	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	75,000.00		-	75,000.00	100.00%	-	7,500.00
	NINTH FLOOR										
35	MATERIAL	5,000.00		5,000.00	5,000.00		-	5,000.00	100.00%	-	500.00
36	LABOR	20,000.00		20,000.00	20,000.00		-	20,000.00	100.00%	-	2,000.00
	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	39,600.00		-	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	FOURHT FLOOR MATERIAL	30,000.00		30,000.00	28,800.00		-	28,800.00	96.00%	1,200.00	2,880.00
46	FOURHT 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	11,520.00		-	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	4,800.00		-	4,800.00	96.00%	200.00	480.00
52	SEVENTH FLOOR LABOR	20,000.00		20,000.00	18,600.00		-	18,600.00	93.00%	1,400.00	1,860.00
53	EIGHTH FLOOR MATERIAL	5,000.00		5,000.00	4,750.00		-	4,750.00	95.00%	250.00	475.00
54	EIGHTH FLOOR LABOR	20,000.00		20,000.00	19,000.00		-	19,000.00	95.00%	1,000.00	1,900.00
55	NINTH FLOOR MATERIAL	1,000.00		1,000.00	1,000.00		-	1,000.00	100.00%	-	100.00
56	NINTH FLOOR LABOR	5,000.00		5,000.00	4,800.00		-	4,800 00	96.00%	200.00	480.00
	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

R - 21312

ELECTRONICALLY FILED - 2023 May 16 2:18 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: 23
APPLICATION DATE: July 31 2017
PERIOD TO July 31 2017

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%
	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			-			-	-	#DIV/0!	-	-
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 PIPING	-	59,200.00	59,200.00	59,200.00		-	59,200.00	100.00%	-	5,920.00
65	BBC CO#4 BMCC PCO #24 & # 60	-	13,961.00	13,961.00	13,961.00		-	13,961.00	100.00%	-	1,396.10
66	BMCC PCO 06 MOD 123 PIPING ONLY	-	100,689.97	100,689.97	105,478.56	(4,788.59)	-	100,689.97	100.00%	-	10,069.00
67	BMCC PCO 020 MOD 4 PIPING ONLY	-	29,929.00	29,929.00	30,906.50	(977.50)	-	29,929.00	100.00%	-	2,992.90
68	BMCC PCO 018 GUESTROOM GRILLS	-	82,222.47	82,222.47	82,222.47		-	82,222.47	100.00%	-	8,222.25
69	BMCC PCO 029 EXT CHWSR SUPPORT	-	16,691.00	16,691.00	14,791.00	1,900.00	-	16,691.00	100.00%	-	1,669.10
70	BMCC PCO 030 SI 26	-	95,527.00	95,527.00	95,527.00		-	95,527.00	100.00%	-	9,552.70
71	BMCC PCO 035 O.T. LEVEL 3 EAST	-	2,479.00	2,479.00	2,479.00		-	2,479.00	100.00%	-	247.90
72	BMCC PCO 048 GUESTROOM FIXTURES	-	147,100.00	147,100.00	140,000.00	7,100.00	-	147,100.00	100.00%	-	14,710.00
73	BMCC PCO 069 DUCT CHANGES POCKET DOOR	-	3,216.00	3,216.00	3,216.00		-	3,216.00	100.00%	-	321.60
74	BMCC PCO 072 SI 26 SAR GRILL CHANGE	-	7,947.08	7,947.08	7,947.08		-	7,947.08	100.00%	-	794.71
75	BMCC PCO 077 DAMAGED DUCT INSULATION	-	2,415.00	2,415.00	2,415.00		-	2,415.00	100.00%	-	241.50
76	BMCC PCO 0110 RFI 0991 PLBG REVISIONS	-	633.44	633.44	-	633.44	-	633.44	100.00%	-	63.34
				-			-	-	#DIV/0!	-	-
				-			-	-	#DIV/0!	-	-
				-			-	-	#DIV/0!	-	-
				-			-	-	#DIV/0!	-	-
				-			-	-	#DIV/0!	-	-
				-			-	-	#DIV/0!	-	-
				-			-	-	#DIV/0!	-	-
				-			-	-	#DIV/0!	-	-
				-			-	-	#DIV/0!	-	-
				-			-	-	#DIV/0!	-	-
	GRAND TOTALS	**8,028,350.00**	**564,085.09**	**8,592,435.09**	**7,859,731.30**	**210,850.15**	**0.00**	**8,070,581.45**	**100.53%**	**521,853.64**	**807,058.15**

R - 21313

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

ELECTRONICALLY FILED - 2023 May 16 2:18 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: Notwithstanding any language to the contrary herein, this Lien is executed only to the work performed and/or the payment applied to the referenced Owner.

That __Bernhard MCC, LLC_ (the "Lienor") for and in consideration of the payment of the sum of __$189765.15__ 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:
_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 __25th__ day of July _, 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 _25th __ day of _July_, 2017__.

Signed, sealed and delivered
in the presence of:

Signature

Vickie J. Besancon
Print Name

STATE OF North Carolina

COUNTY OF Wake County

Bernhard MCC, LLC
a Louisiana corporation

Signature

Ralph Stingo, Business Unit Manager
Print Name & Title

VICKIE J. BESANCON
My Commission Expires
NOTARY PUBLIC
December 13, 2021
WAKE COUNTY, NC

NOTARY PUBLIC, STATE OF North Carolina

My Commission Expires: 12/13/21

Bernhard 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**

APPLICATION NO: **23**

PERIOD TO: **July 31 2017**

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

FROM CONTRACTOR:
Bernhard MCC, LLC.
9233 Forsyth Park Drive
Charlotte, NC 28273

VIA ARCHITECT:

PROJECT NO: **#13026000**
BMCC Project # 8350248

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	$	8,028,350.00
2. Net change by Change Orders	$	564,085.09
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	8,592,435.09
4. TOTAL COMPLETED & STORED TO DATE (Column J on G703)	$	8,070,581.45
5. RETAINAGE:	$	807,058.15
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	7,263,523.31
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	7,073,758.16
8. CURRENT PAYMENT DUE	$	189,765.15
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	1,328,911.78

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$561,451.65	$0.00
Total approved this Month	$633.44	$0.00
TOTALS	$564,085.09	$0.00
NET CHANGES by Change Order	$564,085.09	

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 7/25/17

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.

Notwithstanding any language to the contrary herein, this certificate applies solely to the work performed under the specific payment application referenced herein.

AMOUNT REQUESTED . . . . . $ 189,765.15

(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.

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 2:18 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1003108

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: 23
APPLICATION DATE: July 31 2017
PERIOD TO: July 31 2017

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 & EQUIPMENT	300,000.00		300,000.00	300,000.00		-	300,000.00	100.00%	-	30,000.00
4	HOFFMAN FANS, VAVS & EQUIPMENT	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	522,500.00	183,032.80	-	705,532.80	67.52%	339,467.20	70,553.28
7	GREASE TRAP	10,000.00		10,000.00	10,000.00		-	10,000.00	100.00%	-	1,000.00
8	PUMPS/WATER HEATER	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	SHEETMETAL	1,296,689.00		1,296,689.00	1,257,788.33		-	1,257,788.33	97.00%	38,900.67	125,778.83
11	CONTROLS	108,711.00		108,711.00	101,101.23	4,350.00	-	105,451.23	97.00%	3,259.77	10,545.12
12	INSULATION	493,950.00		493,950.00	454,434.00	19,600.00		474,034.00	95.97%	19,916.00	47,403.40
13	INNCOMM SYSTEM	165,000.00		165,000.00	107,250.00		-	107,250.00	65.00%	57,750.00	10,725.00
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
	FIFTH FLOOR										
27	MATERIAL	40,000.00		40,000.00	40,000.00		-	40,000.00	100.00%	-	4,000.00

R - 21316

ELECTRONICALLY FILED - 2023 May 16 2:18 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: 23
APPLICATION DATE: July 31, 2017
PERIOD TO: July 31, 2017

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%
28	LABOR	50,000.00		50,000.00	50,000.00		-	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	40,000.00		-	40,000.00	100.00%	-	4,000.00
	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	40,000.00		-	40,000.00	100.00%	-	4,000.00
	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	75,000.00		-	75,000.00	100.00%	-	7,500.00
	NINTH FLOOR										
35	MATERIAL	5,000.00		5,000.00	5,000.00		-	5,000.00	100.00%	-	500.00
36	LABOR	20,000.00		20,000.00	20,000.00		-	20,000.00	100.00%	-	2,000.00
	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	39,600.00		-	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	FOURHT FLOOR MATERIAL	30,000.00		30,000.00	28,800.00		-	28,800.00	96.00%	1,200.00	2,880.00
46	FOURHT 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	11,520.00		-	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	1780.00
51	SEVENTH FLOOR MATERIAL	5,000.00		5,000.00	4,800.00		-	4,800.00	96.00%	200.00	480.00
52	SEVENTH FLOOR LABOR	20,000.00		20,000.00	18,600.00		-	18,600.00	93.00%	1,400.00	1,860.00
53	EIGHTH FLOOR MATERIAL	5,000.00		5,000.00	4,750.00		-	4,750.00	95.00%	250.00	475.00
54	EIGHTH FLOOR LABOR	20,000.00		20,000.00	19,000.00		-	19,000.00	95.00%	1,000.00	1,900.00
55	NINTH FLOOR MATERIAL	1,000.00		1,000.00	1,000.00		-	1,000.00	100.00%	-	100.00
56	NINTH FLOOR LABOR	5,000.00		5,000.00	4,800.00		-	4,800.00	96.00%	200.00	480.00
	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

R - 21317

ELECTRONICALLY FILED - 2023 May 16 2:18 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: 23
APPLICATION DATE: July 31 2017
PERIOD TO: July 31 2017

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 10%
	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			-			-	-	#DIV/0!	-	-
53	CO#1 DEWAT RELOC CRANE PROT	-	2,074.13	2,074.13	2,074.13		-	2,074.13	100.00%	-	207.41
54	PCO 004 MOD 1 UG STORM PIPING	-	59,200.00	59,200.00	59,200.00		-	59,200.00	100.00%	-	5,920.00
55	BBC CO#4 BMCC PCO #24 & # 60	-	13,961.00	13,961.00	13,961.00		-	13,961.00	100.00%	-	1,396.10
56	BMCC PCO 09 MOD 123 PIPING ONLY	-	100,689.97	100,689.97	105,478.56	(4,788.59)	-	100,689.97	100.00%	-	10,069.00
57	BMCC PCO 020 MOD 4 PIPING ONLY	-	29,929.00	29,929.00	30,906.50	(977.50)	-	29,929.00	100.00%	-	2,992.90
58	BMCC PCO 018 GUESTROOM GRILLS	-	82,222.47	82,222.47	82,222.47		-	82,222.47	100.00%	-	8,222.25
69	BMCC PCO 029 EXT CHWSR SUPPORT	-	16,691.00	16,691.00	14,791.00	1,900.00	-	16,691.00	100.00%	-	1,669.10
70	BMCC PCO 030 SI 25	-	95,527.00	95,527.00	95,527.00		-	95,527.00	100.00%	-	9,552.70
71	BMCC PCO 035 O.T. LEVEL 3 EAST	-	2,479.00	2,479.00	2,479.00		-	2,479.00	100.00%	-	247.90
72	BMCC PCO 048 GUESTROOM FIXTURES	-	147,100.00	147,100.00	140,000.00	7,100.00	-	147,100.00	100.00%	-	14,710.00
73	BMCC PCO 069 DUCT CHANGES POCKET DOOR	-	3,216.00	3,216.00	3,216.00		-	3,216.00	100.00%	-	321.60
74	BMCC PCO 072 SI 26 SAR GRILL CHANGE	-	7,947.08	7,947.08	7,947.08		-	7,947.08	100.00%	-	794.71
75	BMCC PCO 077 DAMAGED DUCT INSULATION	-	2,415.00	2,415.00	2,415.00		-	2,415.00	100.00%	-	241.50
76	BMCC PCO 0110 RFI 0951 PLBG REVISIONS	-	633.44	633.44	-	633.44	-	633.44	100.00%	-	63.34
				-			-	-	#DIV/0!	-	
				-			-	-	#DIV/0!	-	-
				-			-	-	#DIV/0!	-	-
				-			-	-	#DIV/0!	-	-
				-			-	-	#DIV/0!	-	-
				-			-	-	#DIV/0!	-	-
				-			-	-	#DIV/0!	-	-
				-			-	-	#DIV/0!	-	-
				-			-	-	#DIV/0!	-	-
	GRAND TOTALS	8,028,350.00	564,085.09	8,592,435.09	7,859,731.30	210,650.15	0.00	8,070,581.45	100.53%	521,853.64	807,058.15

R - 21318

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

MCC PCO	RFI #	ASI/MOD #	Description	Submit Date	Revised Submit Date	Current Amount Quoted	Written Directive to Proceed
6.1			MOD #1, 2, 3 Drawing Revisions Knight & Wilson HVAC			49,851	Y
13			Plumbing BIM Design Assist MOD 1, 2, 3	2/2/16		49,103	Y
14			SI # 23 Mechanical Platform Equipment & Piping			66,132	Y
20.1			MOD 4 Drawing Revisions - Knight & Wilson	4/27/16	2/10/17	3,555	
22			HVAC BIM Design Assist	4/15/16		12,283	Y
25			Mock Up Fixtures	6/3/16		9,722	Y
26			BIM Design Assist May			1,380	Y
30			Supplemental Instruction #26	5/27/16		95,527	Y
32			Trimble Tool Damaged Lost Crew Time	5/13/16		2,368	Y
36			MOD 5 Drawings	7/15/16	5/12/17	342,812	Y
37			2 West Control Point Delay	6/13/16		6,555	Y
38			Aluminum Folding Exterior NanaWall	TBD			
39			BMCC Assist K&W Level 4 West	6/27/16		3,272	
40			Interior Mock Up Duct Changes	6/27/16		952	Y
43			Correspondence 00067 MOD 6 Drawings	11/18/16	5/26/17	6,998	Y
45			August BIM	8/17/16		14,353	Y
46			Expedited BIM Modeling Requested by BBC	8/25/16		3,542	Y
47			RFI 0451 Added manifold valves guestrooms	6/5/17		21,061	Y
48.1			New Fixture Selections Rvsd per owner 1-20-17 Floors 3-8	11/18/16	1/20/17	34,599	Y
49			Domestic Storage Tanks RFI	11/28/16		3,535	Y
51			Added Condensate Pumps RFI 155	6/6/17		2,123	Y
52			MOD 7	2/2/17	5/26/17	36,737	Y
53			BMCC RFI 0153 DHWR Offsets	6/5/17		16,143	Y
54			Correspondence 00072 9-21-16 Schedule Update			35,782	Y
56			Supplemental Instrcuction # 32	11/28/16		63,968	Y
57			BBC RFI 0730 Elevator Equipment Room 800M	6/5/17		(316)	
59			Damaged Duct Sub-Level ONSM	11/28/16		1,953	Y
62			RFI 0765 1st Flr Duct Changes due to Shear Wall	2/3/17		2,101	Y
63			Correspondence 000076 11-16-16 Schedule Update	3/13/17		33,632	
66			Damaged Duct Parking Garage ONSM Forklift 2nd Time	1/10/17		1,953	Y
67			Clogged Drain3rd Floor Masonry Debris	1/12/17		501	Y
68			Fire Damper M Line 2nd Floor Kitchen	1/9/17		1,006	Y
70			Correspondence 00080 1-10-17 Schedule Update	3/13/17		86,926	
71			MOD 8	6/5/17		2,153	Y
73			Correspondence 00081 1-26-17 Schedule Update	3/13/17		161,491	
74			RFI 0832New BT-2 Fixture Selection	2/13/17		(8,263)	Y
75			Correspondence 00082 Supplemental Instruction 34	6/6/17		2,588	

R - 21319

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

76			Correspondence 00083 Supplemental Instruction 37	6/7/17		(4,354)	
78			RFI 0801 221B 222B Shower Fixtures	2/23/17		1,352	Y
79			Overtime levels 4 & 5 Rough In Brass	3/2/17		13,090	
80			Supplemental Instruction 36 & 36 R1	TBD		6,157	
81			Supplemental Instruction 40 / NO IMPACT	VOID		-	
82			RFI 0932 HFCU Shift Rms 739 737 pocket door framing	6/3/17		1,209	
83			RFI 0938 Rm 640 Stucture Conflict/HVAC Duct	6/3/17		1,323	
84			Correspondence 00086 2/20/17 Schedule Update	VOID		-	
85			Add Fire Caulking Level 3 Due To PASCO	6/3/17		662	
86			RFI 0945 L3 Electircal Room R/A Grill	6/7/17		1,183	
87			Correspondence 00088 SI 39 / NO IMPACT	VOID		-	
88			Correspondence 00092 4-7-17 Schedule Update	VOID		-	
90			Penhall Coring Cut PT Cables 3 Locations			61,873	
91			T&M Ticket M10152 4th Floor Condensate	6/4/17		4,781	
92			T&M Ticket M10153 Double Bowl Vanities Levels 3 4 5	6/4/17		3,267	
93			RFI 0861	6/6/17		699	
94			RFI 0936	6/6/17		1,033	
95			RFI 0915 Ballroom RCP Conflicts with Duct	6/6/17		8,331	Y
96			RFI 0968 Plbg Drain Pan Elev Equip Rm 800M	7/12/17		2,032	
97			RFI 0943 Managers Apt Tstat Location & Ex Fan Relocate	VOID		N/C	
98			Grease waste piping damage ramp area ONSM			TBD	
100			RFI 0973 Guestroom 415 VFCU Duct Routing	VOID			
101			Broken 4in. PVC pipe under parking slab	6/23/17		2,777	
103			Correspondence 00102 SI 48	6/13/17		TBD	
107			Total Forecast Claim as of 6_29_2017	7/16/17		-	
112			Correspondence 0104 6-16-17 Schedule Update				
113			Guestroom Lavatory Faucet Replacements	6/23/17		930	Y
114			Broken Waste Arm Room 134	6/23/17		310	Y
115			Elevator 6 Sump Pump Piping Repair	7/12/17		1,187	Y
116			RFI 0975 Level 4 Corridor HFCU/RCP Conflict			TBD	
117			RFI 1025 Fire Damper in Room 533			TBD	
118		Est. Bust	From BMCC to K&W for Kitchen Drain Pans			TBD	
119			RFI 0887 LAV 3 Different Spec			TBD	
120			T&M Ticket 10187 Rm 317 Ptrap cloggged with grout			TBD	
121			T&M Ticket 10171 Rm 327 Light conflict with waste piping			TBD	
122			T&M Ticket 10181 Rm 407 Light conflict with waste piping			TBD	
123			T&M Ticket 10191 Rm 407 Replaced broken LAV1 rough in	7/24/17		319	
124			T&M Ticket 10190 Rm 409 Light conflict with waste piping			TBD	
125			T&M Ticket 10180 Rm 410 Light conflict with waste piping			TBD	
126			T&M Ticket 10189 Rm 413 Light conflict with waste piping			TBD	
127			T&M Ticket 10179 Rm 424 Light conflict with waste piping			TBD	

R - 21320

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

128			T&M Ticket 10185 Rm 428 Light conflict with waste piping			TBD	
129			T&M Ticket 10188 Rm 433 Light conflict with waste piping			TBD	
130			T&M Ticket 10184 Rm 442 Light conflict with waste piping			TBD	
131			T&M Ticket 10183 Rm 447 Light conflict with waste piping			TBD	
132			T&M Ticket 10182 Rm 448 Light conflict with waste piping			TBD	
133			T&M Ticket 10192 Rm 449 Ceiling framing conflict cond pipe			TBD	
134			T&M Ticket 10177 Rm 502 Ceiling framing conflict cond pipe			TBD	
135			T&M Ticket 10178 Rm 543 Ceiling framing conflict cond pipe			TBD	
136			T&M Ticket 10186 Rm 622 Replacd broken tub valve roughin	7/24/17		315	
137			T&M Ticket 10194 Rm 346 Clogged drain by Stucco	7/24/17		222	
138			T&M Ticket 10186 Rm 622 Replacd broken lav valve roughin			TBD	

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

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

EXHIBIT W
STORED MATERIAL PROCEDURES

1. Provide an Insurance certificate (ACORD form 24 o· 27) covering goods in storage and during transportation to the Jobsite, naming Balfour Beatty Construction and the Owner as loss payees. Per the samples attached, the certificate must evidence coverage for 'Property of Others'

2. Provide a Bill of Sale from Subcontractor / Vendor to Balfour Beatty Construction for materials which are stored off-site.

3. If at a third (3rd) party storage facility, it must be an insured warehouse or bonded warehouse. Access to and removal of the goods by Balfour Beatty Construction must be cleared in the event of a Subcontractor / Vendor's failure to perform.

4. Provide a signed Storage Receipt from Subcontractor/Vendor and third (3rd) party warehouseman (if applicable).

5. Allow for inspection by the Architect, Engineer, Owner and Balfour Beatty Construction in order for the materials to be reviewed for hidden damage, quantity verification, etc. The Material Inspection Report is **filled out by the Balfour Beatty Construction Inspector, not the Owner or the Subcontractor/Vendor.** Balfour Beatty Construction does not pay for materials that have not been inspected.

6. Subcontractor / Vendor must provide actual invoices indicating the cost of goods.

7. Any additional tems that may be imposed by the owner.

8. Materials stored in the Subcontractor's facility must be located in a part of the facility that will allow for the materials to be considered segregated. These materials must be labeled to identify the materials as belonging to the project. Pictures must be taken and labeled with a description of the materials and the date the pictures were taken.

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

ACORD

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 04/25/2017

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 Maryland, Inc.
c/o 26 Century Blvd.
P. O. Box 305191
Nashville, TN 37230-5191

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

INSURER(S) AFFORDING COVERAGE — NAIC #

INSURER A: AXA Insurance Company — 33022-001
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED

Ferguson Enterprises, Inc. and Subsidiaries
(See Attached Named Insured Schedule)
12500 Jefferson Avenue
Newport News, VA 23602

COVERAGES — CERTIFICATE NUMBER: 25458778 — REVISION NUMBER:

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 — CAUSES OF LOSS — DEDUCTIBLES	PRS002292(17)	5/1/2017	5/1/2018	BUILDING	$
	BASIC — BUILDING				PERSONAL PROPERTY	$
	BROAD — CONTENTS				BUSINESS INCOME	$
	X SPECIAL				EXTRA EXPENSE	$
	X EARTHQUAKE				RENTAL VALUE	$
	WIND				BLANKET BUILDING	$
	X FLOOD				BLANKET PERS PROP	$
					X BLANKET BLDG & PP	$ 10,000,000.
					X Ded	$ 350,000.
	INLAND MARINE — CAUSES OF LOSS — NAMED PERILS	TYPE OF POLICY / 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)
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. Swedeke

©1993-2016 ACORD CORPORATION. All rights reserved.

Printed from printsvr.hq.ferg.com

FERGUSON ENTERPRISES INC #34
PO BOX 100286
ATLANTA, GA 30384-0286
PHONE: 843-662-5241

Page#: 1 Invoice#: 4363124

** DUPLICATE INVOICE **

MCCMECE

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

Customer#: 202596 Contract#: Prev.Batch: 139561 Job:MARION SQUARE HOTEL

Ship Whse	Sell Whse	Tax Code	Slm	Type	Ship Via	Order number	Date	Terms
28	28	SC2656	CSW	IO	BILLING ONLY	8350248015	07/18/17	2% 10TH NET 25TH

Ordered	Shipped	Item #	Description	Unit Price	UM	Amount
			DOA SIGNED FOR 3/24/17 MICHAEL RHYMER HAS COPY OF DOA. SIGNED FOR BY ERIC STOEHR Source Order#: 3918834			
80	80	SP-MS196	MTI S196 ALISSA 4 SOAKING TUB	2099.000	EA	167920.00
			INVOICE SUB-TOTAL			167920.00
			TAX North Charleston			15112.80

****

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.

If paid before: 08/10/17 You may deduct: 3358.40 Total Inv. Amt. Due: 180032.80

R - 21324

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

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

STORAGE RECEIPT

Date: 7/19/17

This is to certify that the undersigned holds on storage at Ferguson Ent 1610 W. Lucas St. the following described building material, consisting of MTI Tubs 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 $183,032.80, 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: _____ | Credit Mgr
Warehouseman (if applicable)

BY: Ferguson Enterprises
Subcontractor / Vendor

BY: _____
Balfour Beatty Construction, LLC

ELECTRONICALLY FILED - 2023 May 16 2:18 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: 7/19/17

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 ($ 183,032.80) 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 Enterprises
1610 W. Lucas St.
Florence, SC 29501

Sum Total Value: $183,032.80

Witness:

Subcontractor:

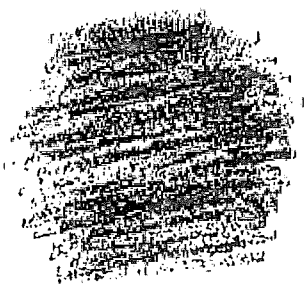
Mark A. Adams

Marc Adams Area sales manage
Name & Title

State of South Carolina County of Richland

The foregoing instrument was acknowledged before me this 19th day of July 2017, by Mark Adams as Area Sales Manager of Ferguson Ent.

My Commission Expires: 1-4-2020 (Seal)
Notary Public



ELECTRONICALLY FILED - 2023 May 16 2:18 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
CPP
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
Galleria Bath & Kitchen Showplace
Gilmour Supply Company, Inc.
Global HVAC Distributors, Inc.
Ferguson Enterprises, Inc. dba Groeniger

ELECTRONICALLY FILED - 2023 May 16 2:18 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.
Lighting Unlimited, LLC
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

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square				
Job #	13026000				
Date Prepared:					
PRIME SUB'S NAME	Bernhard MCC				
Attachment for Pay Req #:	23				
For Month Ending:	Jul-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		$35,104.00	5/15/2017	✓ 7/19/2017	PARTIAL		
Chapman Company 10801 Johnston Road, Suite 215 Charlotte, NC 28226	No - Mecklenburg	NO		NO	YES		$101,647.16	4/9/2017	✓ 7/24/2017	PARTIAL		
Engineered Control System PO Box 1885, Wiquay Varina, NC 27526	No - Hartnett	NO		NO	YES		$108,250.00	6/9/2017	✓ 7/31/2017	PARTIAL		
Ferguson Enterprises 4711 Rivers Avenue North Charleston, SC 29405	Yes - CHS	YES	7/15/2016	NO	YES		$807,522.21	7/13/2017	✓ 6/25/2017	PARTIAL		
Guy M. Beaty,Inc. 9209 Forsyth Park Drive Charlotte, NC 28273	No - Mecklenburg	NO		NO	YES		$461,041.00	6/15/2017	✓ 7/31/2017	PARTIAL		
Hoffman & Hoffman 3816 Patterson Street Greensboro, NC 27407	No-Guilford	NO		NO	YES		$118,834.01	5/19/2017	✓ 7/18/2017	PARTIAL		
Knight & Wilson, Inc 1240 Williams, Memphis TN 38104	No-Shelby	YES	10/27/2016	NO	YES		$1,146,300.00	6/16/2017	✓ 7/31/2017	PARTIAL		
Limehouse and Sons 9550 Highway 78 Ladson, SC 29456	No - Berkeley	NO		NO	YES		$12,444.75	10/19/2016	5/15/2017		✓ FINAL	
Penhall Company 3170 Stanton Court North Charleston, SC 29418	Yes - CHS	NO		NO	YES		$54,100.50	6/20/2017	✓ 7/20/2017	PARTIAL		

R 21126

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

Trane 4951 Rivers Avenue North Charleston, SC 29406	Yes - CHS	NO		NO	YES		$87,609.75	6/9/2017		PARTIAL	

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

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

Balfour Beatty
Construction

Exhibit F1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned, AAA Firestop, Inc. ("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:

(Name or Description of Project)

Hotel at Marion Square ("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 $ 10,947.12 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: 7/19/2017

(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:

April and May pay applications

(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 20th day of July 20 17.

AAA Firestop, Inc.
(Name of Subcontractor/Vendor)

By: _____
signature
Patrick Dunn / President
(Print or Type the Signers Name and Title)

STATE OF North Carolina

COUNTY OF Union

The foregoing instrument was signed, sealed and acknowledged before me this 20th day of July 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: April 16, 2021

KARLA RODRIGUEZ DERAS NOTARY PUBLIC MECKLENBURG COUNTY, NC

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

Balfour Beatty Construction

Exhibit F1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned, Chapman Company (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 ("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 $ 0.00 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: 7/29/17
(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, 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 25th day of July 2017.

Chapman Company
(Name of Subcontractor/Vendor)

By: [signature] Joel Davis, Vice President
signature
(Print or Type the Signers Name and Title)

STATE OF North Carolina
COUNTY OF Mecklenburg

The foregoing instrument was signed, sealed and acknowledged before me this 25th day of July 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: [signature]
Notary Public

My Commission expires: 3/5/2022

ANGELA R HOLLAND NOTARY PUBLIC UNION COUNTY, NC

Balfour Beatty Construction

Exhibit F1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned, Penhall (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 ("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 $ Ø (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: 7-20-17 (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 20 day of July 20 17.

Penhall
(Name of Subcontractor/Vendor)

By: [signature]
signature
AMY MILLION, Corporate Credit Manager
(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 20 day of July 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: Jaclyn Wacker
Notary Public

My Commission expires: 4/20/22

JACLYN WACKER NOTARY PUBLIC WAKE COUNTY, NC MY COMMISSION EXPIRES 4/20/2022

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

Balfour Beatty Construction

Exhibit F1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned, Knight and Wilson, 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 ("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 $ -0- (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: 7/31/17 (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, 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 19th day of July 20 17

Knight and Wilson, Inc.
(Name of Subcontractor/Vendor)

By: Jack Knight
(Signature)
(Print or Type the Signers Name and Title)

STATE OF TN

COUNTY OF Shelby

The foregoing instrument was signed, sealed and acknowledged before me this 19th day of July 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 Cindy R. Smith
Notary Public

My Commission expires. 12/15/18

CINDY R. SMITH STATE OF TENNESSEE NOTARY PUBLIC COUNTY OF SHELBY

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

Balfour Beatty
Construction

Exhibit F1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned, Hoffman and Hoffman, Inc. (Name of Subcontractor/Vendor)

ubcontractor"), 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 $ 0.00 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: 7/18/2017
(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.

contractor 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 19th day of July 20 17.

Hoffman and Hoffman, Inc.
(Name of Subcontractor/Vendor)

Signature

By: David Daves - Finance Asst.
(Print or Type the Signer's Name and Title)

STATE OF North Carolina

COUNTY OF Guilford

The foregoing instrument was signed, sealed and acknowledged before me this 19th day of July 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: Teresa V Lynch
Notary Public

My Commission expires: 2-8-2020

TERESA V LYNCH NOTARY PUBLIC GUILFORD COUNTY, NC

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

Balfour Beatty Construction

Exhibit F1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned, Guy M Beaty Inc. (Subcontractor/Vendor)
("Subcontractor"), pursuant to a contract or agreement with: (Name of Subcontractor/Vendor)
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 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").

Upon receipt by Subcontractor of a check in the sum of $ 200,286.90 (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: 7/31/17 (latest 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:

Note: (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 19th day of July 2017.

Guy M Beaty Inc. (Name of Subcontractor/Vendor)

By: Tracy Huffstetler (Signature) VP (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 19th day of July 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: Dien Kim Truong
Notary Public

My Commission expires: 5/4/2018

(Notary Seal)

DIEN KIM TRUONG
Notary Public
Mecklenburg County
NORTH CAROLINA

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

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

Balfour Beatty Construction

Exhibit F1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The undersigned, Ferguson Enterprises, 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 $ 9772.39 (Amount to be paid to Subcontractor/Vendor) the sufficiency of which is hereby acknowledged and confessed, (CO) 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: 6/25/17 (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 20th day of July 20 17.

Ferguson Enterprises, Inc.
(Name of Subcontractor/Vendor)

By: [signature] Controller
(Print or Type the Signer's Name and Title)

STATE OF South Carolina
COUNTY OF Charleston

The foregoing instrument was signed, sealed and acknowledged before me this 20 day of July 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: Kelly Hansen
Notary Public

My Commission expires: July 13, 2020

KELLY HANSEN NOTARY PUBLIC SOUTH CAROLINA My Commission Expires 07-13-2020

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

Balfour Beatty Construction

Exhibit F1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned, Engineered Control Solutions, 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 ("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 $ $ - 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: 7/31/2017
(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 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 20th day of July 20 17.

Engineered Control Solutions, 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 20th day of July 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: Kathryn Barnes
Notary Public

My Commission expires: July 9, 2019

KATHRYN BARNES
NOTARY PUBLIC
WAKE COUNTY, NC
(Notary Seal)

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

Balfour Beatty
Construction

Request for Payment

Pay Request # 16
Work Performed Through: 07/31/17

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: 07/19/17
Owner: Library Associates, LLC

Description of Work:	Fire Protection	
Original Contract Amount	$464,920.00	
Change Order Total	-$644.12	
Through C/O #: 1		
Total Revised Contract	$464,275.88	
Previous Work Performed to Date(SSR)	$420,880.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$16,489.00	
New Work Performed to Date	$437,369.00	
Less 10 % Retainage	$43,736.90	
Amount Earned to Date	$393,632.10	
Less Previous Net Billings	$378,792.00	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$14,840.10	

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	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	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.
60540	1348477	13026400	525443

Date	Invoice #	Description
07/31/17	13026400 - 16	13026400 . PE# 16 . 17.07

Gross Amount	Retainage Amt	Net Amount
$16,489.00	$824.45	$14,840.10

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400.51550000.40	NO

Hold Codes: 02- OWNER FUNDING
PM APP

Lower Tier Waivers

Approvals:

PM / Date

CA 07/19/17
PA / Date

APA / Date

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: 16
PERIOD TO: 7/31/17
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		$ -644.12
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 464,275.88
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 437,369.00
5. RETAINAGE:		
a. ___ % of Completed Work (Column D + E on G703)	$ 43,736.90	
b. ___ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 43,736.90
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 393,632.10
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 378,792.00
8. CURRENT PAYMENT DUE		$ 14,840.10
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	70,643.78

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: Palmetto Automatic Sprinkler Company, Inc

By: Mark Long Date: 7/10/17

State of: South Carolina County of: Lexington
Subscribed and sworn to before me this 10 day of July 2017
Notary Public:
My Commission expires: 2/3/24

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 - 21340

ELECTRONICALLY FILED - 2023 May 16 2:18 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: 16
APPLICATION DATE: 7/19/17
PERIOD TO: 7/31/17
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	$32,545.00			$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	$20,376.00	$10,188.00		$30,564.00	90.00%	$3,396.00	$3,056.40
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	$18,673.00			$18,673.00	100.00%		$1,867.30
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	$23,468.00			$23,468.00	100.00%		$2,346.80
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	$12,019.00			$12,019.00	94.99%	$634.00	$1,201.90
20	4th Floor Test & Trim	$1,000.00						$1,000.00	$0.00
21	5th Floor Material	$18,918.00	$18,918.00			$18,918.00	100.00%		$1,891.80
22	5th Floor Labor	$12,726.00	$9,544.00	$2,545.00		$12,089.00	94.99%	$637.00	$1,208.90
23	5th Floor Test & Trim	$1,000.00						$1,000.00	$0.00
24	6th Floor Material	$13,091.00	$13,091.00			$13,091.00	100.00%		$1,309.10
25	6th Floor Labor	$8,987.00	$6,740.00			$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	$12,764.00			$12,764.00	100.00%		$1,276.40
28	7th Floor Labor	$8,768.00	$6,576.00			$6,576.00	75.00%	$2,192.00	$657.60

R - 21341

ELECTRONICALLY FILED - 2023 May 16 2:18 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: 16
APPLICATION DATE: 7/19/17
PERIOD TO: 7 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)
29	7th Floor Test & Trim	$750.00						$750.00	$0.00
30	8th Floor Material	$13,309.00	$13,309.00			$13,309.00	100.00%		$1,330.90
31	8th Floor Labor	$9,133.00	$6,849.00			$6,849.00	74.99%	$2,284.00	$684.90
32	8th Floor Test & Trim	$750.00						$750.00	$0.00
33	Roof Terrace Material	$7,764.00	$6,988.00	$776.00		$7,764.00	100.00%		$776.40
34	Roof Terrace Labor	$4,968.00		$2,980.00		$2,980.00	59.98%	$1,988.00	$298.00
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)
37	Change Order #4	$1,312.00	$1,312.00			$1,312.00	100.00%		$131.20
	GRAND TOTALS	$464,275.88	$420,880.00	$16,489.00		$437,369.00	94.20%	$26,906 88	$43,736.90

R-21342

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

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

ELECTRONICALLY FILED - 2023 May 16 2:18 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 $ 14,340.10 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 July, 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 [illegible]ISHMENT 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 July, 2017

Signed, sealed and delivered
in the presence of:

Rachel Pirkkala
Signature
Rachel Pirkkala
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 19 day of July, 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?

[illegible]
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 #	13025000

Date Prepared:	7/19/2017

PRIME SUB'S NAME	PALMETTO AUTOMATIC SPRINKLER COMPANY, INC
Attachment for Pay Req #:	16
for Month Ending:	7/31/2017

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*
Ferguson Enterprises, PO Box 100286 Atlanta, GA 30384-0286	no	no			YES	NO	58[illegible]35	4/30/17		PARTIAL	FINAL	
HD Supply Waterworks, 501 W Church St, Orlando, FL 32805					YES	NO	2[illegible]7.39	6/[illegible]/17		PARTIAL	FINAL	
Shea Enterprises, Inc PO Box 6174 Hickory NC 28603					YES	NO	3020[illegible]	11/3[illegible]		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 - 21344

ELECTRONICALLY FILED - 2023 May 16 2:18 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 8620, 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	X	X	CPP2102583	10/01/2016	10/01/2017	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY [X] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$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)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	AXS0000809	10/01/2016	10/01/2017	EACH OCCURRENCE	$5,000,000
							AGGREGATE	$5,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC2102582	10/01/2016	10/01/2017	X PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Excess Umbrella Liability	X	X	ELD30000109200	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

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

PJH

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

Hotel at Marion Square - Subcontractor Pay Application Checklist

Item Description	Submitted	Reviewed
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 document tion if applicable		
Owner Waiver		
If applicable subcontractor change request log (for purposes of verifying with the project cost event logs)		

R - 21346

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

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

Balfour Beatty
Construction

Request for Payment

Pay Request # 21
Work Performed Through: 07/31/17

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: 07/20/17
Owner: Library Associates, LLC

Description of Work: Electrical

Original Contract Amount	$3,963,792.00	
Change Order Total	$309,077.18	
Through C/O #: 2		
Total Revised Contract	$4,272,869.18	
Previous Work Performed to Date(SSR)	$3,874,792.65	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site		
Current Month Gross	$40,835.00	
New Work Performed to Date	$3,915,627.65	
Less 10 % Retainage	$391,562.77	
Amount Earned to Date	$3,524,064.89	
Less Previous Net Billings	$3,487,313.39	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$36,751.50	

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	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	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 #:

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
50540	120128	13026400	535292

Date	Invoice #	Description
07/31/17	13026400 - 21	13026400 . PE# 21 . 17.07

Gross Amount	Retainage Amt	Net Amount
$40,835.00	$2,041.75	$38,751.50

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400.51600000.40	NO

Hold Codes: 02- OWNER FUNDING check lower tier waivers

PM Approval

Approvals:
PM / Date
CA 08/08/17-Revised
PA / Date
APA / Date

Barnhart 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:
Watson Electrical
3215 Fortune Drive
North Charleston, SC 29418

CONTRACT FOR: CONSTRUCTION

PROJECT: **HOTEL AT MARION SQUARE**
Job #21046

VIA ARCHITECT:

APPLICATION NO: **21**

PERIOD TO: **7/31/2017**

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	$	309,077.18
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	4,272,869.18
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	3,915,627.65
5. RETAINAGE:	$	391,562.77
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	3,524,064.89
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	3,487,313.39
8. CURRENT PAYMENT DUE	$	36,751.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	748,804.29

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$185,752.17	($31,965.61)
Total approved this Month	$0.00 $155,290.62	$0.00
TOTALS	$341,042.79	($31,965.61)
NET CHANGES by Change Order	$309,077.18	

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: Dale J Winovich Digitally signed by Dale J Winovich DN: C=US, O=Watson Electrical, CN=Dale J Winovich, E=dwinovich@watsonelec.com Date: 2017.08.04 14:09:17 -04'00' Date: 7/18/2017

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 Contractors are entitled to payment of the AMOUNT REQUESTED.

AMOUNT REQUESTED ..... $ 36,751.50

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

ELECTRONICALLY FILED - 2023 May 16 2:18 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: 21
APPLICATION DATE: 7/18/17
PERIOD TO: 7/31/17

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	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	6,750.00	1,000.00	-	7,750.00	77.50%	2,250.00	775.00
4	PROGRESS MEETINGS	12,000.00		12,000.00	9,350.00	1,000.00	-	10,350.00	86.25%	1,650.00	1,035.00
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	1,180,000.00	-	-	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	164,000.00	-	-	164,000.00	78.10%	46,000.00	16,400.00
17	LIGHTNING PROTECTION	50,000.00		50,000.00	25,000.00	20,000.00	-	45,000.00	90.00%	5,000.00	4,500.00
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	27,500.00	-	-	27,500.00	100.00%	-	2,750.00
33	CONDUIT ROUGH IN-Labor	24,600.00		24,600.00	24,600.00	-	-	24,600.00	100.00%	-	2,460.00
34	WIRE INSTALL-Material	10,500.00		10,500.00	10,500.00	-	-	10,500.00	100.00%	-	1,050.00
35	WIRE INSTALL-Labor	15,500.00		15,500.00	15,500.00	-	-	15,500.00	100.00%	-	1,550.00
36	LIGHT[illegible]TALL-Material	1,560.00		1,560.0[illegible]	1,560.00	-	-	1,560.00	100.00%		156.00

R - 21349

ELECTRONICALLY FILED - 2023 May 16 2:18 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: 21
APPLICATION DATE: 7/18/17
PERIOD TO: 7/31/17

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%
37	LIGHITNG INSTALL-Labor	12,600.00		12,600.00	12,600.00	-	-	12,600.00	100.00%	-	1,260.00
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	1,350.00	1,000.00	-	2,350.00	88.68%	300.00	235.00
41	FINISH DEVICES-Labor	3,340.00		3,340.00	1,700.00	1,250.00	-	2,950.00	88.32%	390.00	295.00
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	28,900.00	-	-	28,900.00	100.00%	-	2,890.00
53	WALL/CEILING COUNDUIT ROUGH IN-Labor	35,000.00		35,000.00	35,000.00	-		35,000.00	100.00%	-	3,500.00
54	WIRE INSTALL-Material	11,000.00		11,000.00	11,000.00	-		11,000.00	100.00%	-	1,100.00
55	WIRE INSTALL-Labor	13,500.00		13,500.00	13,500.00	-		13,500.00	100.00%	-	1,350.00
56	FINISH DEVICES-Material	14,500.00		14,500.00	7,500.00	3,500.00		11,000.00	75.86%	3,500.00	1,100.00
57	FINISH DEVICES-Labor	6,500.00		6,500.00	2,500.00	2,400.00		4,900.00	75.38%	1,600.00	490.00
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	24,000.00	-		24,000.00	100.00%	-	2,400.00
65	WALL/CEILING COUNDUIT ROUGH IN-Labor	32,800.00		32,800.00	32,800.00	-		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	4,500.00	-		4,500.00	48.65%	4,750.00	450.00
69	FINISH DEVICES-Labor	6,500.00		6,500.00		3,150.00		3,150.00	48.46%	3,350.00	315.00
70	LIGHITNG INSTALL-Material	3,500.00		3,500.00	1,750.00	-		1,750.00	50.00%	1,750.00	175.00
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				-				-			-

R - 21350

ELECTRONICALLY FILED - 2023 May 16 2:18 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 21
APPLICATION DATE 7/18/17
PERIOD TO 7/31/17

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%
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	50,850.00	-		50,850.00	100.00%	-	5,085.00
79	GUESTROOM ROUGH IN-Labor	99,500.00		99,500.00	99,500.00	-		99,500.00	100.00%	-	9,950.00
80	OVERHEAD/ ROUGH IN-Material	3,650.00		3,650.00	3,650.00	-		3,650.00	100.00%	-	365.00
81	OVERHEAD/ ROUGH IN-Labor	6,500.00		6,500.00	6,500.00	-		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		750.00		750.00	78.95%	200.00	75.00
85	GUESTROOM FINISHES-Labor	1,250.00		1,250.00		975.00		975.00	78.00%	275.00	97.50
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	49,850.00	-		49,850.00	100.00%	-	4,985.00
92	GUESTROOM ROUGH IN-Labor	99,600.00		99,600.00	99,600.00	-		99,600.00	100.00%	-	9,960.00
93	OVERHEAD/ ROUGH IN-Material	3,650.00		3,650.00	3,650.00	-		3,650.00	100.00%	-	365.00
94	OVERHEAD/ ROUGH IN-Labor	6,500.00		6,500.00	6,500.00	-		6,500.00	100.00%	-	650.00
95	WIRE INSTALL-Material	4,500.00		4,500.00	4,500.00	-		4,500.00	100.00%	-	450.00
96	WIRE INSTALL-Labor	6,800.00		6,800.00	6,800.00	-		6,800.00	100.00%	-	680.00
97	GUESTROOM FINISHES-Material	850.00		850.00		670.00		670.00	78.82%	180.00	67.00
98	GUESTROOM FINISHES-Labor	1,250.00		1,250.00		975.00		975.00	78.00%	275.00	97.50
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	49,550.00	-		49,550.00	100.00%	-	4,955.00
105	GUESTROOM ROUGH IN-Labor	98,650.00		98,650.00	98,650.00	-		98,650.00	100.00%	-	9,865.00
106	OVERHEAD/ ROUGH IN-Material	4,890.00		4,890.00	4,890.00	-		4,890.00	100.00%	-	489.00
107	OVERHEAD/ ROUGH IN-Labor	8,760.00		8,760.00	8,760.00	-		8,760.00	100.00%	-	876.00
108	WIRE IN -Material	4,500.00		4,500.00	4,500.00	-		4,500.00	100.00%		450.00

R - 21354

ELECTRONICALLY FILED - 2023 May 16 2:18 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: 21
APPLICATION DATE: 7/18/17
PERIOD TO: 7/31/17
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%
109	WIRE INSTALL-Labor	6,800.00		6,800.00	6,800.00	-		6,800.00	100.00%	-	680.00
110	GUESTROOM FINISHES-Material	650.00		650.00		490.00		490.00	75.38%	160.00	49.00
111	GUESTROOM FINISHES-Labor	800.00		800.00		600.00		600.00	75.00%	200.00	60.00
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	29,880.00	-		29,880.00	100.00%	-	2,988.00
118	GUESTROOM ROUGH IN-Labor	52,640.00		52,640.00	52,640.00	-		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	7,850.00	-		7,850.00	100.00%	-	785.00
122	WIRE INSTALL-Labor	10,550.00		10,550.00	10,550.00	-		10,550.00	100.00%	-	1,055.00
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	30,550.00	-	-	30,550.00	100.00%	-	3,055.00
130	GUESTROOM ROUGH IN-Labor	62,160.00		62,160.00	62,160.00	-	-	62,160.00	100.00%	-	6,216.00
131	OVERHEAD/ ROUGH IN-Material	6,200.00		6,200.00	6,200.00	-	-	6,200.00	100.00%	-	620.00
132	OVERHEAD/ ROUGH IN-Labor	8,750.00		8,750.00	8,750.00	-	-	8,750.00	100.00%	-	875.00
133	WIRE INSTALL-Material	8,600.00		8,600.00	8,600.00	-	-	8,600.00	100.00%	-	860.00
134	WIRE INSTALL-Labor	11,000.00		11,000.00	11,000.00	-	-	11,000.00	100.00%	-	1,100.00
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
141	GUESTROOM ROUGH IN-Material	28,670.00		28,670.00	28,670.00	-		28,670.00	100.00%	-	2,867.00
142	GUESTROOM ROUGH IN-Labor	69,850.00		69,850.00	69,850.00	-		69,850.00	100.00%	-	6,985.00
143	OVERHEAD/ ROUGH IN-Material	5,750.00		5,750.00	5,750.00	-		5,750.00	100.00%	-	575.00
144	OVERH[illegible]OUGH IN-Labor	9,800.00		9,800.00	9,800.00	-		9,800.00	100.00%		980.00

R - 21352

ELECTRONICALLY FILED - 2023 May 16 2:18 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: 21
APPLICATION DATE: 7/18/17
PERIOD TO: 7/31/17
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%
145	WIRE INSTALL-Material	7,500.00		7,500.00	7,500.00	-		7,500.00	100.00%	-	750.00
146	WIRE INSTALL-Labor	9,600.00		9,600.00	9,600.00	-		9,600.00	100.00%	-	960.00
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	4,000.00	-		4,000.00	52.63%	3,600.00	400.00
154	OVERHEAD/ ROUGH IN-Labor	9,500.00		9,500.00	4,950.00	-		4,950.00	52.11%	4,550.00	495.00
155	WIRE INSTALL-Material	4,400.00		4,400.00	3,450.00	-		3,450.00	78.41%	950.00	345.00
156	WIRE INSTALL-Labor	6,300.00		6,300.00	4,925.00	-		4,925.00	78.17%	1,375.00	492.50
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!	-	-
162	CHANGE ORDERS			-				-	#DIV/0!	-	-
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
175	Credit Line Item 168	-		-	(1,116.63)	-		(1,116.63)			
176	Credit Line Item 174	-		-	(20,000.00)	-		(20,000.00)			
177	Change Order #6-Booster Heaters	21,529.00		21,529.00	11,500.00	-		11,500.00	53.42%	10,029.00	1,150.00
178	Change Order #7-Supplemental Instruction #25	14,032.77		14,032.77	8,500.00	-		8,500.00	60.57%	5,532.77	850.00
179	Change Order #8- Mock Up Room Revisions	3,361.00		3,361.00	3,361.00	-		3,361.00	100.00%	-	336.10
180	Change Order #9-Private Dining	2,592.30		2,592.30	2,592.30	-		2,592.30	100.00%	-	259.23
181	Change Order MSB New Switchboard	150,625.59		150,625.59				-	0.00%	150,625.59	-
182	Change SI 39-Patisserie	2,581.16		2,581.1		1,700.00		1,700.00	65.86%	16	170.00

R - 21353

ELECTRONICALLY FILED - 2023 May 16 2:18 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: 21
APPLICATION DATE: 7/18/17
PERIOD TO: 7/31/17

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%
183	Change Order S 39-Guestrooms' Downlights	2,083.87		2,083.87		1,375.00		1,375.00	65.98%	708.87	137.50
184				-				-	#DIV/0!	-	-
185				-				-	#DIV/0!	-	-
186				-				-	#DIV/0!	-	-
187				-				-	#DIV/0!	-	-
188				-				-	#DIV/0!	-	-
189				-				-	#DIV/0!	-	-
190				-				-	#DIV/0!	-	-
191				-				-	#DIV/0!	-	-
192				-				-	#DIV/0!	-	-
193				-				-	#DIV/0!	-	-
194				-				-	#DIV/0!	-	-
195				-				-	#DIV/0!	-	-
	GRAND TOTALS	4,314,384.65	0.00	4,314,384.65	3,874,792.65	40,835.00	0.00	3,915,627.65	90.76%	398,757.00	393,674.43

R - 21354

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

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	7/18/2017

PRIME SUB'S NAME	Watson Electr
Attachment for Pay Req #:	21
for Month Ending:	7/31/2017

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*	$1,476,497.78	5/29/2017	5/29/2017	(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 - 21355

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

ELECTRONICALLY FILED - 2023 May 16 2:18 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 $___36,751.50____ 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 __31__ day of _July____, 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 _4___ day of _August___,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
Signature
Dale J Winovich, Project Manager_____
Print Name & Title

STATE OF ___South Carolina_____

COUNTY OF __Charleston_____

The foregoing instrument was acknowledged before me this __4 day of _August___, 2017, 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_____

ELECTRONICALLY FILED - 2023 May 16 2:18 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 $ $ 217,351.63 (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 5/29/2017 (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:

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 19th day of July 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 19TH day of July 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 SOUTH CAROLINA

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

Balfour Beatty
Construction

Request for Payment

Pay Request # PE08
Work Performed Through: 07/31/17

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: 07/21/17
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)	$411,095.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$48,379.00	
Current Month Gross	$16,705.00	
New Work Performed to Date	$476,179.00	
Less 10 % Retainage	$47,617.90	
Amount Earned to Date	$428,561.10	
Less Previous Net Billings	$369,985.50	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$58,575.60	

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
07/31/17	13026100 - PE08	13026100 . PE# PE08 . 170731

Gross Amount	Retainage Amt	Net Amount
$16,705.00	$47,617.90	$58,575.60

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

Halt Codes: PM APP — Stored Materials
O/F

Approvals:
PM / Date
CA 07/21/17
PA / Date
APA / Date

Barnhart 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 - Cor**

VIA ARCHITECT

APPLICATION NO **8**

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	$	156,101.00
3 CONTRACT SUM TO DATE (Line 1 + 2)	$	1,227,814.00
4 TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	476,179.00
5 RETAINAGE	$	47,617.90
6 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	428,561.10
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	369,985.50
8 CURRENT PAYMENT DUE	$	58,575.60
9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	799,252.90

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$30,013.00	$0.00
Total approved this Month	$126,088.00	$0.00
TOTALS	$156,101.00	$0.00
NET CHANGES by Change Order	$156,101.00	

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 Staniat Date 7/20/17

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 $ 58,575.60

(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

User 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 2:18 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, Signature
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: 0
APPLICATION DATE: 7/20/17
PERIOD TO: 7/31/17

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 (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	1st Floor - Millwork	296,567.00	-	296,567.00	205,424.00	2,064.00	6,605.00	214,093.00	72.19%	82,474.00	21,409.30
2	1st Floor - Casework	163,776.00		163,776.00	3,305.00	7,710.00	-	11,015.00	6.73%	152,761.00	1,101.50
3	2nd Floor - Millwork	255,473.00		255,473.00	128,192.00		21,877.00	150,069.00	58.74%	105,404.00	15,006.90
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	30,013.00	-	-	30,013.00	100.00%	-	3,001.30
16	Change Order 2	125,088.00		125,088.00		6,931.00	19,897.00	26,828.00	21.28%	99,260.00	2,682.80
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	1,227,814.00	0.00	1,227,814.00	411,095.00	16,705.00	48,379.00	476,179.00	38.78%	751,635.00	47,617.90

R - 21360

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

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	7/20/2017

PRIME SUB'S NAME	Low Country Case and Millwork
Attachment for Pay Req #:	8
for Month Ending:	7/31/2017

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 most 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	$476,179.00	7/31/2017	7/31/2017	PARTIAL	FINAL	thru July 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 - 21361

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

ELECTRONICALLY FILED - 2023 May 16 2:18 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 $ 58,575 60 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 July, 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 July, 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 July, 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.

Clay E. Stasiukaitis
NOTARY PUBLIC, STATE OF South Carolina

CLAY E. STASIUKAITIS NOTARY PUBLIC FOR SOUTH CAROLINA MY COMMISSION EXPIRES 1/4/2022

My Commission Expires: 1-4-2022

ELECTRONICALLY FILED - 2023 May 16 2:18 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: 7/20/17

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 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: 1st and 2nd Floor Millwork, Foyer Window Trim, Wainscot, and Newls

Stored Address: 3270 Benchmark Drive, Ladson, SC 29456

Sum Total Value: $48,379.00

Witness:

Constance A. Polacek

Constance A. Polacek

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 July 2017, by David Stasiukaitis as CEO of Low Country Case & Millwork

My Commission Expires: Amy E. Stasiukaitis (Seal)
Notary Public

AMY E. STASIUKAITIS NOTARY PUBLIC COMMISSION EXPIRES 9/4/2023 SOUTH CAROLINA

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

STORAGE RECEIPT

Date: 7/20/17

This is to certify that the undersigned holds on storage at 3270 Benchmark Drive, Ladson, SC 29456 the following described building material, consisting of 1st and 2nd Floor Millwork, Foyer Window Trim, Wainscot, and Newls 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 $48,379.00, not including the amount of $4,837.90 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 1st floor Casework 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 Stanulat
Subcontractor / Vendor

BY: _____
Balfour Beatty Construction, LLC

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

HOTEL AT MARION SQUARE - Common Areas

Stored Material Log - Millwork

	May			June			July		
	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	$3,087	$0	$0	$0	$0	$0	$0	$0
Elevator Lobby 100E	$0	$0	$0	$0	$0	$0	$0	$0	$0
Spa Retail 113	$0	$0	$6,487	$0	$6,487	$0	$0	$0	$0
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	$5,918	$0	$0	$0	$0
Men's 119	$0	$0	$2,711	$0	$2,711	$0	$0	$0	$0
Women's 121	$0	$0	$3,482	$0	$3,482	$0	$0	$0	$0
Camelia's Lounge	$0	$0	$8,543	$0	$8,543	$0	$0	$0	$0
Private Dining 146	$0	$0	$0	$0	$0	$0	$0	$0	$0
Dining 147/148	$16,353	$16,353	$0	$0	$0	$0	$0	$0	$0
2ND FLOOR									
Prefunction 207	$0	$21,472	$0	$0	$0	$0	$0	$0	$0
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	$21,877	$0	$21,877
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	$24,235	$0	$0	$24,235	$0	$0	$24,235
Ball Room Two/Three 224/226	$0	$0	$2,638	$0	$0	$2,638	$0	$0	$2,638
Vestibule 200LV	$0	$0	$0	$0	$0	$0	$0	$0	$0
Upper Dining 247	$11,895	$0	$11,895	$0	$11,895	$0	$0	$0	$0
Ball Room Four 248	$0	$0	$3,664	$0	$0	$3,664	$0	$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 216A	$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
TOTAL	$28,248	$40,912	$103,694	$0	$39,036	$64,658	$21,877	$0	$86,535

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

YANDLE

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 7/20/2017

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	PHONE (A/C, No, Ext): (888) 326-4498	COMPANY
Insurance Office of America, Inc. 1221 Bower Parkway Suite 101 Columbia, SC 29212-3732		Wesco Insurance Company 59 Maiden Lane, 6th Floor New York, NY 10038
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

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	$260,651	5,000

REMARKS (Including Special Conditions)

Special Conditions:
Pay app 2 HMS Common Areas
stored materials 106,432
HMS guest rooms $154,219

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

© 1993-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

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

ELECTRONICALLY FILED - 2023 May 16 2:18 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

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

From: Amy Stasiukaitis
Sent: 19 May 2017 15:37:08 +0000
To: Ashe, Candice
Cc: Spano, Tim;Starcevic, Nicholas;Dooley, Alec;Denney, Brandon;David Stasiukaitis;Debbie Yandle (COL)
Subject: HMS Common Areas Bill
Attachments: Copy of Stored Material Log - Common Areas (002).xlsx, Marion Square (Common) Bill 6 - Signed.pdf

Good afternoon. Please see attached pay application, stored materials paperwork, and stored materials log. I have copied Debbie Yandle with our insurance agency to make sure you get an updated COI in the amount of $103,694 reflected on the stored materials log. The Bill of Sale reflects the amount added to stored materials that has not been moved on site. Please let me know if you need anything further.

We will follow up with pictures of stored materials ASAP.

Sincerely,

Amy Stasiukaitis
Accounting and Office Manager
Low Country Case and Millwork
Office: 843-797-0881 Fax: 843-797-0883
www.lccm.com

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

From: Amy Stasiukaitis
Sent: 20 Jun 2017 19:20:50 +0000
To: Ashe, Candice
Cc: Spano, Tim;Starcevic, Nicholas;Dooley, Alec;Denney, Brandon;David Stasiukaitis;Debbie Yandle (COL)
Subject: RE: HMS Common Areas - Pay App

Debbie,

Please revise the amount below to $67,963 to reflect the stored materials for both millwork and casework. Thank you!

Sincerely,

Amy Stasiukaitis
Accounting and Office Manager
Low Country Case and Millwork
Office: 843-797-0881 Fax: 843-797-0883
www.lccm.com

-----Original Message-----
From: Amy Stasiukaitis
Sent: Tuesday, June 20, 2017 3:15 PM
To: 'Ashe, Candice' <CAshe@Balfourbeattyus.com>
Cc: 'Spano, Tim' <timspano@Balfourbeattyus.com>; 'Starcevic, Nicholas' <NStarcevic@Balfourbeattyus.com>; 'Dooley, Alec' <adooley@Balfourbeattyus.com>; 'Denney, Brandon' <BDenney@Balfourbeattyus.com>; David Stasiukaitis <David@lccm.com>; Debbie Yandle (COL) <Debbie.Yandle@ioausa.com>
Subject: HMS Common Areas - Pay App

Good afternoon. Please see attached pay application for the Common Areas at Marion Square for June. I have copied Debbie Yandle to insure you get a COI in the amount of $64,658.00 for the updated amount stored at our facilities. Let me know if you need anything further.

Sincerely,

Amy Stasiukaitis
Accounting and Office Manager
Low Country Case and Millwork
Office: 843-797-0881 Fax: 843-797-0883 www.lccm.com

-----Original Message-----
From: scanner@lccm.com [mailto:scanner2@cipsupport.com]
Sent: Tuesday, June 20, 2017 1:52 PM

To: Amy Stasiukaitis <Amy@lccm.com>
Subject: Scanned image from MX-M266N

Reply to: scanner@lccm.com <scanner@lccm.com> Device Name: Not Set Device Model: MX-M266N
Location: Not Set

File Format: PDF (Medium)
Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.
Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.
Adobe(R)Reader(R) can be downloaded from the following URL:
Adobe, the Adobe logo, Acrobat, the Adobe PDF logo, and Reader are registered trademarks or trademarks of Adobe Systems Incorporated in the United States and other countries.

http://www.adobe.com/

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

From: Amy Stasiukaitis
Sent: 20 Jul 2017 18:20:02 +0000
To: Ashe, Candice
Cc: Spano, Tim;Starcevic, Nicholas;Dooley, Alec;Denney, Brandon;David Stasiukaitis;Debbie Yandle (COL)
Subject: HMS Pay Apps
Attachments: HMS Common Areas Bill 8 - Signed.pdf, Copy of Stored Material Log - Common Areas (002).xlsx, HMS Guest Rooms Bill 7 - Signed.pdf, Stored Material Log - Guest Rooms.xlsx

Good afternoon. Please see attached pay applications and stored material logs for July. I have copied our insurance agency to get your updated stored materials COI for the following:

HMS Common Areas - $106,432
HMS Guest Rooms - $154,219

Let me know if you need anything further. We will follow up with stored materials pictures ASAP.

Sincerely,

Amy Stasiukaitis
Accounting and Office Manager
Low Country Case and Millwork
Office: 843-797-0881 Fax: 843-797-0883
www.lccm.com

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

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

Balfour Beatty
Construction

Request for Payment

Pay Request # 7
Work Performed Through: 07/31/17

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.: 13026400 Date: 07/21/17
Owner: Library Associates, LLC

Description of Work: Casework & Millwork Floors 3-8

Original Contract Amount	$1,051,032.00	
Change Order Total	$0.00	
Through C/O #: 0		
Total Revised Contract	$1,051,032.00	
Previous Work Performed to Date(SSR)	$242,822.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$18,963.00	
Current Month Gross	$0.00	
New Work Performed to Date	$261,785.00	
Less 10 % Retainage	$26,178.50	
Amount Earned to Date	$235,606.50	
Less Previous Net Billings	$218,539.80	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$17,066.70	

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	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		
07/31/17	13026400 - 07	13026400 . PE# 07 . 170731		
Gross Amount		Retainage Amt	Net Amount	
$0.00		$26,178.50	$17,066.70	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO				NO

Hold Codes: PM APP Stored Materials
O/F

Approvals:
PM / Date
CA 07/21/17
PA / Date
APA / Date

Barnhart 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:
Low Country Case and Millwork
3270 Benchmark Drive
Ladson, SC 29456

CONTRACT FOR CONSTRUCTION

PROJECT: **HOTEL AT MARION SQUARE**

VIA ARCHITECT

APPLICATION NO: **7**

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	$	1,051,032.00
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)	$	261,785.00
5. RETAINAGE:	$	26,178.50
a. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	235,606.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	218,539.80
8. CURRENT PAYMENT DUE	$	17,066.70
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	815,425.50

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 Staubat Date: 7/20/17

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 $ 17,066.70

(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.

rs may obtain validation of this document by requesting a completed AIA Document D4(rtification of Document's Authenticity from the Licensee.

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

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	7/20/2017

PRIME SUB'S NAME	Low Country Case and Millwork
Attachment for Pay Req #:	7
for Month Ending:	7/31/2017

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*
Low Country Case and Millwork	Yes - Chas			Yes	YES	NO	$261 785.00	7/31/2017	7/31/2017	PARTIAL	FINAL	thru July 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 - 21376

ELECTRONICALLY FILED - 2023 May 16 2:18 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: 7/20/17
PERIOD TO: 7/31/17
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	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	125,310.00	-	-	125,310.00	58.54%	88,747.00	12,531.00
3	4th Floor	217,623.00		217,623.00	94,943.00		-	94,943.00	43.63%	122,680.00	9,494.30
4	5th Floor	205,043.00		205,043.00	15,706.00		14,476.00	30,182.00	14.72%	174,861.00	3,018.20
5	6th Floor	125,165.00		125,165.00			2,029.00	2,029.00	1.62%	123,136.00	202.90
6	7th Floor	131,997.00		131,997.00			2,458.00	2,458.00	1.86%	129,539.00	245.80
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**	**242,822.00**	**0.00**	**18,963.00**	**261,785.00**	**24.91%**	**789,247.00**	**26,178.50**

R - 21377

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

ELECTRONICALLY FILED - 2023 May 16 2:18 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 $ 17,066.10 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 July, 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 20th day of July, 2017

Signed, sealed and delivered
in the presence of:

Constance A. Polarek
Signature
Constance A. Polarek
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 July, 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 SC

My Commission Expires: 4-4-2022

NOTARY PUBLIC STATE OF SOUTH CAROLINA MY COMMISSION EXPIRES 4/4/2022

ELECTRONICALLY FILED - 2023 May 16 2:18 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: 7/20/17

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: 5th Floor Large Crown, 6th Floor Ceiling Trim, 7th Floor Ceiling Trim

Stored Address: 3239 Benchmark Drive, Ladson, SC 29456

Sum Total Value: $18,963.00

Witness:

Constance A. Polacek

Constance A. Polacek

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 July 2017, by David Stasiukaitis as CEO of Low Country Case & Millwork

My Commission Expires: [illegible] (Seal)

Notary Public

NOTARY PUBLIC COMMISSION EXPIRES 4/4/2022 SOUTH CAROLINA

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

STORAGE RECEIPT

Date: 7/20/17

This is to certify that the undersigned holds on storage at 3239 Benchmark Drive, Ladson, SC 29456 the following described building material, consisting of large 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 $18,963.00, not including the amount of $1,896.30 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 portals, small crown, door casing, base and large crown 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 Standlat
Subcontractor / Vendor

BY: _____
Balfour Beatty Construction, LLC

HOTEL AT MARION SQUA

Stored Material Log

	April			June			July		
	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
MOCK UP									
Millwork	$0	$0	$0	$0	$0	$0			$0
Casework	$0	$0	$0	$0	$0	$0			$0
3RD FLOOR									
GUEST ROOMS									
Base (4,345)	$0	$0	$16,068	$0	$16,068	$0			$0
Small Crown (3,818)	$0	$0	$13,350	$0	$13,350	$0			$0
Large Crown (3,093)	$0	$0	$20,265	$0	$20,265	$0			$0
Door Casing (7,100)	$0	$0	$30,549	$0	$30,549	$0			$0
Ceiling Trim (1,515)	$0	$0	$4,063	$0	$4,063	$0			$0
CORRIDOR									
Base (955)	$0	$0	$3,001	$0	$0	$3,001			$3,001
Small Crown (745)	$0	$0	$3,158	$0	$0	$3,158			$3,158
Door Casing (1,180)	$0	$0	$5,099	$0	$0	$5,099			$5,099
Portals	$0	$0	$0	$13,348	$0	$13,348			$13,348
CASEWORK									
Corner Cabinets	$0	$0	$0	$0	$0	$0			$0
Vanities	$0	$0	$0	$0	$0	$0			$0
Closets	$0	$0	$0	$0	$0	$0			$0
Linen Shelving	$0	$0	$0	$0	$0	$0			$0
4TH FLOOR									
GUEST ROOMS									
Base (4,345)	$8,034	$0	$16,068	$0	$0	$16,068			$16,068
Small Crown (3,825)	$0	$0	$5,350	$8,026	$0	$13,376			$13,376
Large Crown (3,093)	$10,133	$0	$20,266	$0	$0	$20,266			$20,266
Door Casing (6,938)	$0	$0	$9,552	$20,298	$0	$29,850			$29,850
Ceiling Trim (1,515)	$0	$0	$4,063	$0	$0	$4,063			$4,063
CORRIDOR									
Base (930)	$2,925	$0	$2,925	$0	$0	$2,925			$2,925
Small Crown (818)	$0	$0	$0	$3,469	$0	$3,469			$3,469
Door Casing (1,140)	$0	$0	$0	$4,927	$0	$4,927			$4,927
Portals	$0	$0	$0	$0	$0	$0			$0
CASEWORK									
Corner Cabinets	$0	$0	$0	$0	$0	$0			$0
Vanities	$0	$0	$0	$0	$0	$0			$0
Closets	$0	$0	$0	$0	$0	$0			$0
Linen Shelving	$0	$0	$0	$0	$0	$0			$0
5TH FLOOR									
GUEST ROOMS									
Base (4,203)	$0	$0	$0	$3,886	$0	$3,886			$3,886
Small Crown (3,638)	$0	$0	$0	$3,181	$0	$3,181			$3,181
Large Crown (2,946)	$0	$0	$0	$4,825	$0	$4,825	$14,477		$19,302
Door Casing (6,680)	$0	$0	$0	$0	$0	$0			$0
Ceiling Trim (1,435)	$1,526	$0	$3,814	$0	$0	$3,814			$3,814
CORRIDOR									
Base (853)		$0	$0		$0	$0			$0
Small Crown (736)	$0	$0	$0	$0	$0	$0			$0
Door Casing (1,160)	$0	$0	$0	$0	$0	$0			$0
Portals	$0	$0	$0	$0	$0	$0			$0
CASEWORK									
Corner Cabinets	$0	$0	$0	$0	$0	$0			$0
Vanities	$0	$0	$0	$0	$0	$0			$0
Closets	$0	$0	$0	$0	$0	$0			$0
Linen Shelving	$0	$0	$0	$0	$0	$0			$0
6TH FLOOR									
GUEST ROOMS									
Base (2,211)	$0	$0	$0	$0	$0	$0			$0
Small Crown (2,014)	$0	$0	$0	$0	$0	$0			$0
Large Crown (1,512)	$0	$0	$0	$0	$0	$0			$0
Door Casing (3,618)	$0	$0	$0	$0	$0	$0			$0

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

Ceiling Trim (755)	$0	$0	$0	$0	$0	$0	$2,029		$2,029
CORRIDOR									
Base (705)	$0	$0	$0	$0	$0	$0			$0
Small Crown (651)	$0	$0	$0	$0	$0	$0			$0
Door Casing (760)	$0	$0	$0	$0	$0	$0			$0
Portals	$0	$0	$0	$0	$0	$0			$0
CASEWORK									
Corner Cabinets	$0	$0	$0	$0	$0	$0			$0
Vanities	$0	$0	$0	$0	$0	$0			$0
Closets	$0	$0	$0	$0	$0	$0			$0
Linen Shelving	$0	$0	$0	$0	$0	$0			$0
7TH FLOOR									
GUEST ROOMS									
Base (2,613)	$0	$0	$0	$0	$0	$0			$0
Small Crown (2,410)	$0	$0	$0	$0	$0	$0			$0
Large Crown (1,722)	$0	$0	$0	$0	$0	$0			$0
Door Casing (3,826)	$0	$0	$0	$0	$0	$0			$0
Ceiling Trim (915)	$0	$0	$0	$0	$0	$0	$2,457		$2,457
CORRIDOR									
Base (691)	$0	$0	$0	$0	$0	$0			$0
Small Crown (631)	$0	$0	$0	$0	$0	$0			$0
Door Casing (760)	$0	$0	$0	$0	$0	$0			$0
Portals		$0	$0		$0	$0			$0
CASEWORK									
Corner Cabinets	$0	$0	$0	$0	$0	$0			$0
Vanities	$0	$0	$0	$0	$0	$0			$0
Closets	$0	$0	$0	$0	$0	$0			$0
Linen Shelving	$0	$0	$0	$0	$0	$0			$0
8TH FLOOR									
GUEST ROOMS									
Base (2,835)	$0	$0	$0	$0	$0	$0			$0
Small Crown (2,595)	$0	$0	$0	$0	$0	$0			$0
Large Crown (1,885)	$0	$0	$0	$0	$0	$0			$0
Door Casing (4,190)	$0	$0	$0	$0	$0	$0			$0
Ceiling Trim (995)	$0	$0	$0	$0	$0	$0			$0
CORRIDOR									
Base (712)	$0	$0	$0	$0	$0	$0			$0
Small Crown (646)	$0	$0	$0	$0	$0	$0			$0
Door Casing (800)	$0	$0	$0	$0	$0	$0			$0
Portals	$0	$0	$0	$0	$0	$0			$0
CASEWORK			$0			$0			$0
Corner Cabinets	$0	$0	$0	$0	$0	$0			$0
Vanities	$0	$0	$0	$0	$0	$0			$0
Closets	$0	$0	$0	$0	$0	$0			$0
Linen Shelving	$0	$0	$0	$0	$0	$0			$0
CONCIERGE									
Base & Crown	$0	$0	$0	$0	$0	$0			$0
MANAGER									
Base & Crown	$0	$0	$0	$0	$0	$0		$0	$0
TOTAL	**$22,618**	**$0**	**$157,591**	**$61,960**	**$84,295**	**$135,256**	**$16,983**	**$0**	**$154,219**

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

YANDLED

ACORD

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 7/20/2017

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 T 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

FAX (A/C, No): (803) 957-4945 E-MAIL ADDRESS:

CODE: SUB CODE:

AGENCY CUSTOMER ID #: LOWCCAS-01 License # 0E67768

COMPANY
Wesco Insurance Company
59 Malden Lane, 6th Floor
New York, NY 10038

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	DEDUCTIBL...
Loc # 1, Bldg # 1 Property of Others, Special (Including theft), Replacement Cost	$260,651	5,000

REMARKS (Including Special Conditions)

Special Conditions:
Pay app 2 HMS Common Areas
stored materials 106,432
HMS guest rooms $154,219

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

© 1993-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

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

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

Balfour Beatty
Construction

Request for Payment

Pay Request # 7
Work Performed Through: 07/31/

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 Job No.: 13026000 Date: 07/21/17
Owner: Library Associates, LLC

Description of Work: Tile

Original Contract Amount	$3,348,828.00	
Change Order Total	-$9,802.00	
Through C/O #:		
Total Revised Contract	$3,339,026.00	
Previous Work Performed to Date(SSR)	$1,396,615.85	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$42,193.75	
Current Month Gross	$233,173.95	
New Work Performed to Date	$1,671,983.55	
Less 10 % Retainage	$167,198.36	
Amount Earned to Date	$1,504,785.19	
Less Previous Net Billings	$1,256,954.26	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$247,830.93	

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: 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 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 # / Batch #

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	42040	111420	13026000	546466
Date	**Invoice #**	**Description**		
07/31/17	13026000 - 07	13026000 . PE# 07 . 17.07		
Gross Amount		**Retainage Amt**	**Net Amount**	
$233,173.95		$11,658.70	$247,830.93	
Trade Account?	**Tax Code**	**Pay Item & Cost Code**		**Accrue Tax?**
NO				NO

Hold Codes: PM Approval; O/F; Lower Tier Waivers; *STORED MATERIALS*

Approvals:
PM / Date
CA 07/21/17
PA / Date
APA / Date

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

Balfour Beatty
Construction

Request for Payment

Pay Request # 7
Work Performed Through: 07/31/17

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 Job No.: 13026000 Date: 07/20/17
Owner: Library Associates, LLC

Description of Work: Tile

Original Contract Amount	$3,348,828.00	
Change Order Total	-$9,802.00	
Through C/O #: 1		
Total Revised Contract	$3,339,026.00	
Previous Work Performed to Date(SSR)	$1,396,615.85	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$42,193.75	
Current Month Gross	$233,173.95	
New Work Performed to Date	$1,671,983.55	
Less 10 % Retainage	$167,198.36	
Amount Earned to Date	$1,504,785.19	
Less Previous Net Billings	$1,256,954.26	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$247,830.93	

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: 01/01/17

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.
	42040	111420	13026000	24

Date	Invoice #	Description
07/31/17	13026000 - 07	13026000 . PE# 07 . 17.07

Gross Amount	Retainage Amt	Net Amount
$233,173.95	$11,658.70	$247,830.93

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

Hold Codes:

Approvals:
PM / Date PA / Date APA / Date

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 28203

Invoice: 2302128397
Draw: CL201707Jul
Invoice date: 7/20/2017
Period ending date: 7/31/2017

Contract For:

Request for payment:

Original contract amount	$3,348,828.00	
Approved changes	-$9,802.00	
Revised contract amount		$3,339,026.00
Contract completed to date		$1,671,983.55
Add-ons to date	$0.00	
Taxes to date	$0.00	
Less retainage	$167,198.36	
Total completed less retainage		$1,504,785.19
Less previous requests	$1,256,954.26	
Current request for payment		$247,830.93
Current billing		$275,367.70
Current additional charges	$0.00	
Current tax	$0.00	
Less current retainage	$27,536.77	
Current amount due		$247,830.93
Remaining contract to bill	$1,834,240.81	

Project: SC5-104
Hotel at Marion Square

Contract date: 5/5/2015

Architect:

Scope:

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner	9,283.00	-19,085.00
Total approved this Month		
TOTALS	9,283.00	-19,085.00
NET CHANGES by Change Order		-9,802.00

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: Joel Mark

Date:

DIANA F COLE
Notary Public
Wake County
My Commission Expires
08/30/2017
NORTH CAROLINA

State Of North Carolina County Of Wake

Subscribed and sworn to before me this 20th day of July, 2017

Notary Public: Diana F Cole

My commission expires: 8/30/2017

R - 21386

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

REQUEST FOR PAYMENT DETAIL

Project: SC5-104 / Hotel at Marion Square Invoice: 2302128397 Draw: CL201707Jul Period Ending Date: 7/31/2017

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	12,558.00	1,674.40		14,232.40	85.00	2,511.60	1,423.24
01002	Mobilization	16,744.00	8,372.00			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			13,834.85	13,834.85	95.00	728.15	1,383.49
01020	Spa Retail - Labor	9,390.00						9,390.00	
01021	1st Fl Publ Rest/Vest Tile - M	20,926.00	20,926.00			20,926.00	100.00		2,092.60
01022	1st Fl Publ Rest/Vest Tile - L	13,493.00	12,818.35			12,818.35	95.00	674.65	1,281.84
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			25,379.70	25,379.70	30.00	59,219.30	2,537.97
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 - 21387

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

REQUEST FOR PAYMENT DETAIL

Project: SC5-104 / Hotel at Marion Square | Invoice: 2302128397 | Draw: CL201707Jul | Period Ending Date: 7/31/2017 |

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			5,377.00	100.00		537.70
01036	1st Floor Staff Restrooms - L	3,467.00	3,293.65			3,293.65	95.00	173.35	329.36
01037	2nd Floor Public Rest Tile - M	16,355.00	16,355.00			16,355.00	100 00		1,635.50
01038	2nd Floor Public Rest Tile - L	10,546.00	10,018.70			10,018.70	95.00	527.30	1,001.87
01039	2nd Floor Spa Toilets - Matl	1,344.00			1,276.80	1,276.80	95 00	67.20	127.68
01040	2nd Floor Spa Toilets- Labor	867.00						867.00	
01041	2nd Flor Spa Showers - Matl	1,792.00			1,702.40	1,702.40	95.00	89.60	170.24
01042	2nd Floor Spa Showers - Labo	1,156.00						1,156.00	
01043	Mani Pedi Tile - Material	8,402.00		8,402.00		8,402.00	100.00		840 20
01044	Mani Pedi Tile - Labor	5,417.00		5,146.15		5,146.15	95.00	270.85	514.61
01045	2nd Floor Fitness Restrm - M	1,232.00	1,232.00			1,232.00	100.00		123.20
01046	2nd Floor Fitness Restrm - L	795.00	755.25			755.25	95.00	39.75	75.53
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	9,913.00			9,913.00	50.00	9,913.00	991.30
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	24,558.00			24,558.00	50.00	24,558.00	2,455.80
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			138,571.00	100.00		13,857.10
01064	3rd Flr Guest Room Floors- L	89,348.00		67,011.00		67,011.00	75.00	22,337.00	6,701.10
01065	3rd Flr Guest Room Walls - M	81,686.00		73,517.40		73,517.40	90.00	8,168.60	7,351.74
01066	3rd Flr Guest Room Walls - L	52,670.00		36,869.00		36,869.00	70.00	15,801.00	3,686.90

R - 21388

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

REQUEST FOR PAYMENT DETAIL

Project: SC5-104 / Hotel at Marion Square | Invoice: 2302128397 | Draw: CL201707Jul | Period Ending Date: 7/31/2017 | 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	125,136.90			125,136.90	90.00	13,904.10	12,513.69
01070	4th Flr Guest Room Floors - L	89,652.00						89,652.00	
01071	4th Flr Guest Room Walls - M	78,124.00	70,311.60			70,311.60	90.00	7,812.40	7,031.16
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	118,845.90			118,845.90	90.00	13,205.10	11,884.59
01076	5th Flr Guest Room Floors - L	85,144.00						85,144.00	
01077	5th Flr Guest Room Walls - M	74,315.00	66,883.50			66,883.50	90.00	7,431.50	6,688.35
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			12,745.00	100.00		1,274.50
01080	6th Flr Terrace Merkrete - L	29,740.00	14,870.00			14,870.00	50.00	14,870.00	1,487.00
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	66,924.00			66,924.00	90.00	7,436.00	6,692.40
01086	6th Flr Guest Room Floors - L	47,946.00						47,946.00	
01087	6th Flr Guest Room Walls - M	42,927.00	38,634.30			38,634.30	90.00	4,292.70	3,863.43
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	83,559.60			83,559.60	90.00	9,284.40	8,355.96
01092	7th Flr Guest Room Floors - L	59,864.00						59,864.00	
01093	7th Flr Guest Room Walls - M	57,154.00	51,438.60			51,438.60	90.00	5,715.40	5,143.86
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	86,422.50			86,422.50	90.00	9,602.50	8,642.25
01098	8th Flr Guest Room Floors - L	61,915.00						61,915.00	
01099	8th Flr Guest Room Walls - M	56,750.00	51,075.00			51,075.00	90.00	5,675.00	5,107.50

R - 21389

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

REQUEST FOR PAYMENT DETAIL

Project: SC5-104 / Hotel at Marion Square Invoice: 2302128397 Draw: CL201707Jul Period Ending Date: 7/31/2017

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			17,380.00	100.00		1,738.00
01108	Rooftop Merkrete - Labor	40,554.00		40,554.00		40,554.00	100.00		4,055.40
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	
CO 02	Zero Change order								
CO 03	Guestroom Mockup Glass	9,283.00						9,283.00	
Totals		3,339,026.00	1,396,615.85	233,173.95	42,193.75	1,671,983.55	50.07	1,667,042.45	167,198.36

R - 21390

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

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

Balfour Beatty
Construction

Exhibit F1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

The 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 (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 $ 247,830.93 (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 Proj 7/31/2017 (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 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:

This excludes the attached list of extra work and 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 20th day of July 20 17.

David Allen Company, Inc.
(Name of Subcontractor/Vendor)

signature

By: Joseph B. Martin, VP
(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 20th day of July 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 Public
Wake County
My Commission Expires
08/30/2017
NORTH CAROLINA

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	7/20/2017

PRIME SUB'S NAME		David Allen Company, INC.
Attachment for Pay Req #:		7
for Month Ending:		7/31/2017

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*
Ceramic Technics	No				Yes		$286,659.32	5/22/2017	6/30/2017	PARTIAL		
Daltile	No				YES		$21,229.65	7/12/2017	5/31/2017	PARTIAL		
Emser Tile	No				YES		$59,838.65	6/9/2017	6/30/2017	PARTIAL		
Palmetto Tile	No				YES		$5,917.55	7/5/2017	None			
D & S Flooring Corp.	No				YES		$6,048.00	4/4/2017	5/31/2017	PARTIAL		
Jeff Selbert	No				YES		$7,780.00	2/23/2016	5/31/2017	PARTIAL		
Vicvilla Tile LLC	No				YES		$140,898.15	7/18/2017	None			
					YES	NO				PARTIAL	FINAL	
					YES	NO				PARTIAL	FINAL	

R - 21392

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

ELECTRONICALLY FILED - 2023 May 16 2:18 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 $ 247,830.93 and other good and valuable consideration paid by Balfour Beatty Construction, LLC (the "Contractor") or Library Associates, LLC ("Owner"), 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 the attached list of extra work and 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, 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 July, 2017.

Signed, sealed and delivered
in the presence of:

_____
Signature

_____
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 20th day of July, 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

_____
NOTARY PUBLIC, STATE OF North Carolina

My Commission Expires: 8/30/2017

NORTH CAROLINA

Hotel at Marion Square - Subcontractor Pay Application Checklist

Item Description	Submitted	Reviewed	Comments
Application for Payment Documentation			
Request for Payment / Payment Application standard B8C form - all subcontractors must use	7/20/2017		
Schedule of Values (SOV) - matches AIA G703	7/20/2017		
Conditional Waiver and Release on Progress Payment	7/20/2017		
Subguard Sub-Tier / Supplier Releases - form submitted by subcontractor that tells us who needs to be joint checked	7/20/2017		
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	7/20/2017		
Owner Waiver	7/20/2017		
If applicable, subcontractor change request log (for purposes of verifying with the project cost event logs)	N/A		

R - 21394

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

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

DEFENDANT LIBRARY ASSOCIATES,

LLC'S TRIAL EXHIBIT #134

Part 1 of 2

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

BBC v. LIBRARY ASSOCIATES

2019-CP-10-01108

PAY APPLICATION #29

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	29 08/01/2017 08/31/2017
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	$ 3,185,441.69	
Approved this Month		
No. / Date Approved: 7		
TOTALS	$ -	$ -
Net change by Change Orders	$ 3,185,441.69	

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: 9/15/17

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		$ 3,185,441.69
3. CONTRACT SUM TO DATE (Line 1 + 2)		$ 62,530,188.69
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 47,992,707.66
5. RETAINAGE:		
a. 10 % of Completed Work	$ 4,476,493.07	
b. 10 % of Stored Materials	$ 7,606.30	
Total Retainage (Line 5a + 5b or Total in Column J of G703)		$ 4,484,099.37
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 43,508,608.29
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 42,046,516.03
8. CURRENT PAYMENT DUE		$ 1,462,092.26
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ 19,021,580.40

State of: South Carolina County of: Charleston

Subscribed and sworn to before me this 15th day of Sept

Notary Public: _____

My commission expires: 06 21 23

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 $ 1,462,092.26

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

ARCHITECT: WINFORD LINDSAY ARCHITECT

By: _____ Date: 9.25.61

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

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

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.

CONTINUATION G703

PROJECT # 13026000
PROJECT THE HOTEL AT MARION SQUARE
CHARLESTON, SC
0 LIBRARY ASSOCIATES, LLC.

APPLICATION NUMBER 29
PERIOD FROM 08/01/2017
PERIOD TO 08/31/2017

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		229,775.40	3,446,630.40	3,216,855.04	114,887.68	-	3,331,742.72	96.7%	114,887.68	333,174.27
2						-	-	-	-	-	-	-	-
3		SUBCONTRACTS / COST OF WORK				-	-	-	-	-	-	-	-
4	GENERAL					-	-	-	-	-	-	-	-
5	00A	STAGING AND LOGISTICS	821,074.00			821,074.00	729,930.84	36,882.18	-	766,813.02	93.4%	54,260.98	76,681.30
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	116,687.90
9	02J	HARDSCAPE, LANDSCAPE & IRRIGATION	317,316.00			317,316.00	-	-	-	-	0.0%	317,316.00	-
10	02K	SITE DEMOLTION 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	1,778,278.00	-	-	1,778,278.00	83.5%	350,336.00	25,000.00
13	03A	CAST-IN-PLACE CONCRETE	7,337,895.00		163,387.93	7,501,282.93	7,501,282.93	-	-	7,501,282.93	100.0%	-	750,128.29
14	04A	MASONRY- CMU & CAST STONE	2,378,350.00		(13,022.74)	2,365,327.26	2,296,120.40	101,638.74	-	2,397,959.14	101.4%	(32,631.88)	239,795.91
15	05A	MISC. METALS	2,474,750.00		22,097.00	2,496,847.00	1,508,748.00	-	27,384.01	1,536,132.01	61.5%	960,714.99	153,613.20
16	SHELL					-	-	-	-	-		-	-
17	07A	ROOFING	855,698.00			855,698.00	768,248.38	38,973.00	-	807,221.38	94.3%	48,476.62	80,722.14
18	07B	WATERPROOFING/ CAULKING	742,900.00		7,463.00	750,363.00	642,705.21	67,962.50	-	710,667.71	94.7%	39,695.29	71,066.77
19	07E	STUCCO	913,038.00		147,246.36	1,060,284.36	795,816.28	214,965.03	-	1,010,781.31	95.3%	49,503.05	101,078.13
20	007F	FIREPROOFING	7,580.00			7,580.00	-	-	-	-	0.0%	7,580.00	-
	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	1,497,190.50	73,675.50	-	1,571,066.30	75.5%	510,329.20	157,106.63
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		(168,530.00)	81,470.00	22,850.00	-	-	22,850.00	28.0%	58,620.00	2,285.00
28	05A	INTERIORS ORNAMENTAL METALS	230,000.00		(81,470.00)	148,530.00	-	-	-	-	0.0%	148,530.00	-
29	05A	ROUGH CARPENTRY	211,677.00		35,000.00	246,677.00	216,492.66	6,699.18	-	223,191.84	90.5%	23,485.16	22,319.18
30	08D	DOORS, FRAMES, AND HARDWARE	1,606,746.00		(14,113.28)	1,592,632.72	213,176.09	22,078.50	-	235,254.59	14.8%	1,357,378.13	23,525.46
31	08R	SPECIAL DOORS	359,997.00		(120,000.00)	239,997.00	14,000.00	-	-	14,000.00	5.8%	225,997.00	1,400.00
32	08X	SMOKE CONTAINMENT BARRIER	13,353.00		120,000.00	133,353.00	17,651.00	2,315.00	-	19,966.00	15.0%	113,387.00	1,996.60
33	09A	METAL STUD FRAMING & DRYWALL / ACCOUSTICAL CEILINGS	3,717,093.00		249,085.00	3,966,178.00	3,585,796.22	215,384.55	-	3,801,180.77	95.8%	164,997.23	380,118.08
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	20,875.00	3,014.00	-	23,889.00	28.6%	59,548.00	2,388.90
36	11A	EQUIPMENT (PARKING LIFTS)	481,755.00			481,755.00	90,702.20	309,900.00	-	400,602.20	83.2%	81,152.80	40,060.22
37	11B	KITCHEN EQUIPMENT	-	-	984,873.00	984,873.00	857,856.97	-		857,856.97	87.1%	127,216.03	85,755.70
38	13A	POOL	365,854.00		32,460.00	398,314.00	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	1,166,485.00	-	-	1,166,485.00	79.1%	308,734.00	116,648.50
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	8,038,081.14	-	-	8,038,081.14	99.5%	39,260.86	803,808.11
44	15D	FIRE PROTECTION	466,920.00			466,920.00	435,369.00	2,866.00	-	438,235.00	93.9%	28,685.00	43,823.50
45	16A	ELECTRICAL	3,963,792.00		79,151.86	4,042,943.86	3,915,631.65	56,625.00	-	3,972,256.65	98.3%	70,687.21	397,225.67
46	FINISHES									-			
47	06B	FINISH CARPENTRY & CUSTOM MILLWORK	2,105,485.00	-	-	2,105,485.00	737,964.00	104,628.00	48,679.00	891,271.00	42.3%	1,214,214.00	89,127.10
48	09B	FLOORING	397,147.00	-	(19,085.00)	378,062.00	-	-	-	-	0.0%	378,062.00	-
49	09D	PAINTING & WALLCOVER	619,814.00	-	11,480.00	631,294.00	67,114.48	24,587.28	-	91,701.76	14.5%	539,592.24	9,170.18
50	09E	STONE & HARD TILE	3,568,850.00	-	-	3,568,850.00	1,671,983.55	111,679.45	-	1,783,663.00	50.0%	1,785,187.00	178,366.30
51	OCO 1	RCO 1, RCO 4, RCO 5, RCO 6, RCO 8, RCO 10, RCO 12	-	274,953.15	(204,229.80)	70,723.35	-	-	-	-	0.0%	70,723.35	-
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	-	1,046,791.54	(1,046,791.54)	-	-	-	-	-	#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 66, RCO 68, 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	(50,282.22)	319,028.62	-	-	-	-	0	319,028.62	-
57	OCO 7	RCO 19, RCO 23R1, RCO 25, RCO 26R3, RCO 31, RCO 38, RCO 55, RCO 58, RCO 61, RCO 62, RC		1,178,513.75	(227,328.40)	951,185.35	-	-	-	-	0	951,185.35	-
		SUBTOTAL	55,649,938.00	3,029,847.41	-	58,679,785.41	43,817,453.11	1,509,161.59	76,063.01	45,402,677.71	77.4%	13,277,107.70	4,385,658.77

R - 21398

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

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.

CONTINUATION G703

PROJECT # 13026000

PROJECT THE HOTEL AT MARION SQUARE
CHARLESTON, SC
0 LIBRARY ASSOCIATES, LLC.

APPLICATION NUMBER 29
PERIOD FROM 08/01/2017
PERIOD TO 08/31/2017

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	% COMPLETE	BALANCE TO FINISH	RETAINAGE
		-1-	-2-		-3-				(D + E)	(F/C3)	(C3 - F)	
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	33,336.76	-	628,616.76	628,739.98	(123.22)	-	628,616.76	100.0%	(0.00)	-
61	SUBGUARD (1.25%)	670,160.00	40,068.22	-	710,228.22	710,376.32	(148.10)	-	710,228.22	100.0%	(0.00)	-
	SUBTOTAL	58,076,066.00	3,103,252.38	-	61,179,318.38	45,156,569.41	1,508,890.27	76,063.01	46,741,522.69	76.4%	14,437,795.69	4,365,658.77
62	FEE (2.5%)	1,451,902.00	82,189.31		1,534,091.31	1,144,782.14	39,623.83		1,184,405.97	77.2%	349,685.34	118,440.60
	TOTAL CONSTRUCTION COST	59,527,968.00	3,185,441.69	-	62,713,409.69	46,301,351.55	1,548,514.10	76,063.01	47,925,928.66	76.4%	14,787,481.03	4,484,099.37
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	3,185,441.69	-	62,780,188.69	46,368,130.55	1,548,514.10	76,063.01	47,992,707.66	76.4%	14,787,481.03	4,484,099.37
64	BUYOUT REDUCTION CONTRIBUTION	(250,000.00)			(250,000.00)				-	0.0%	(250,000.00)	-
	GRAND TOTAL	59,344,747.00	3,185,441.69	-	62,530,188.69	46,368,130.55	1,548,514.10	76,063.01	47,992,707.66	76.8%	14,537,481.03	4,484,099.37

R - 21399

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:23 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 $ 1,473,171.49 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, 49R2, 57, 59, 80, 82, 88, 100R2, 102, 103, 104, 106, 107, 112, 113, 115, 118, 122, 123, 125, 126, 127, 129, 130, 131, 132, 134, 136, 137, 138, 140, 141, 143, 144, 145, 146, 147, 148, 150, 151, 152, 153, 154, 155, 156, 157

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 31 day of August, 2017, excluding the items identified herein above, if any.

The current Contract Sum is: $ 62,530,188.69
The cumulative amount paid to Contractor to date is: $ 40,745,584.74

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 15th day of Sept, 2017.

Signed, sealed and delivered
in the presence of:

Signature
Emily S Ramsey
Print Name

Balfour Beatty Construction, LLC
a Delaware limited liability company

Signature
Nick P. Starcevic, Proj. Manager
Print Name & Title

STATE OF South Carolina

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this 15th day of Sept, 2017 by Nicholas R Starcevic of Balfour Beatty Construction a Delaware limited liability company, on behalf of the company. He/she is personally known to me or has produced SCDL 104 21488 2 (type of identification) as identification.

NOTARY PUBLIC, STATE OF South Carolina
My Commission Expires: 06-21-23

Balfour Beatty
Construction

Request for Payment

Pay Request #: 11
Work Performed Through: 08/31/17

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
Job No.: 13026400
Date: 08/22/17
Owner: Library Associates, LLC

Description of Work: Doors & Hardware

Original Contract Amount	$1,502,448.00	
Change Order Total Through C/O #: 1	$35,861.02	
Total Revised Contract	$1,538,309.02	
Previous Work Performed to Date(SSR)	$213,176.39	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$22,078.50	
New Work Performed to Date	$235,254.89	
Less 10 % Retainage	$23,525.49	
Amount Earned to Date	$211,729.40	
Less Previous Net Billings	$191,858.75	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$19,870.65	

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: 06/15/18

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: 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		
08/31/17	13026400 - 11	13026400 . PE# 11 . 17.08		
Gross Amount		Retainage Amt	Net Amount	
$22,078.50		$23,525.49	$19,870.65	
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 08/22/17
PA / Date
APA / Date

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request #	11
Work Performed Through:	8/22/2017

Subcontractor's Name: Cook & Boardman, LLC
Subcontractor's Address: 9347 D. Ducks 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: 5/13/2015
Owner: Wells Fargo

Description of Work: Doors, Frames, Hardware

Original Contract Amount	$1,502,448.00	
Change Order Total Through C/O #:	$35,861.02	
Total Revised Contract	$1,538,309.02	
Value of Work Performed to Date	$235,254.89	
Value of Materials Stored On Site		
Value of Materials Stored Off Site		
Current Month (Stored Materials)		
Total	$235,254.89	
Less 10 % Retainage	$23,525.49	
Amount Earned to Date	$211,729.40	
Less Previous Billings/Payments	$191,858.75	
Less Adjustments/Joint Checks		
Less Pending Back Charges		
Total Amount this Requisition	$19,870.65	

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
$235,254.89	$23,525.49	$19,870.65

Accrue Tax	Tax Code	Pay Item & Cost Code	
YES / NO			

Hold Codes:

Approvals:
PM / Date PA / Date APA / Date

Exhibit "G"

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

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: 11
PERIOD FROM 05/18/2017
PERIOD TO: 08/22/2017

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 NC 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		$ 35,861.02
3. CONTRACT SUM TO DATE (Line 1 + 2)		$ 1,538,309.02
4. TOTAL COMPLETED & STORED TO DATE (Column G)		$ 235,254.89
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E)	$ 23,525.49	
b. 10 % of Stored Material (Column F)	$	
Total Retainage (Line 5a + 5b or Total in Column I)		$ 23,525.49
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 211,729.40
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 191,858.75
8. CURRENT PAYMENT DUE		$ 19,870.65
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ 1,326,579.62

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.

CONTRACTOR:

By: [signature] Date: 8/22/2017

State of: North Carolina County of: Mecklenburg
Subscribed and sworn to before me this 22nd day of August 2017
Notary Public: [signature]
My commission expires: 8-1-22

LORI C PFAFF
Notary Public, North Carolina
Mecklenburg County
My Commission Expires
August 01, 2022

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 - 21403

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

APPLICATION NUMBER: 11

PROJECT: Hotel at Marion Square

APPLICATION DATE: 8/22/17

PERIOD TO: 8/22/17

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	100,963.53			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	84,697.36			84,697.36	13.32%	551,197.18	8,469.74
4	Installation	189,140.00	19,595.00	6,121.00		25,716.00	13.60%	163,424.00	2,571.60
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	-2,596.00		-2,596.00	100.00%	0.00	-259.60
	Change Order #2	0.00	0.00			0.00	100.00%	0.00	0.00
	Change Order #3	-11,517.28	0.00			0.00	0.00%	-11,517.28	0.00
	Change Order #4	49,974.30	0.00	18,553.50		18,553.50	37.13%	31,420.80	1,855.35
	Total	1,538,309.02	213,176.39	22,078.50	0.00	235,254.89	15.29%	1,303,054.13	23,525.49

R - 21404

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:23 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 $___19,870.65
(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 ____August 22_____, 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 22nd day of August, 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 22nd day of August, 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: 8-1-22

LORI C PFAFF
Notary Public, North Carolina
Mecklenburg County
My Commission Expires
August 01, 2022
(Notarial Seal)

Updated as of 6/30/2013

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:23 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 $_19,870.65____ 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 _22nd__ day of August__, 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 22nd_ day of _August_, 2017__.

Signed, sealed and delivered
in the presence of:

_____
Signature

_____
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 22nd day of August, 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.

LORI C PFAFF
Notary Public, North Carolina
Mecklenburg County
My Commission Expires
August 01, 2022

Lori C Pfaff
NOTARY PUBLIC, STATE OF North Carolina

My Commission Expires: 8-1-22

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	8/22/2017

PRIME SUB'S NAME	Cook & Board
Attachment for Pay Req #:	11
for Month Ending:	8/31/2017

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		$890.80	10/20/2016	5/31/2017	PARTIAL		
Baldwin Hardware	No	No	N/A	No	YES		$230.39	2/3/2016	5/31/2017	PARTIAL		
Ceco	No	No	N/A	No	YES		$64,155.12	5/10/2017	8/31/2017	PARTIAL		
HMF Express	No	No	N/A	No	YES		$21,705.00	4/19/2017	5/31/2017	PARTIAL		
L E Johnson	No	No	N/A	No	YES		$41,189.36	3/31/2017	5/31/2017	PARTIAL		
Pemko	No	No	N/A	No	YES		$656.77	5/1/2017	8/31/2017	PARTIAL		
Rockwood	No	No	N/A	No	YES		$501.47	5/9/2017	8/31/2017	PARTIAL		
Maiman Company	No	No	N/A	No	YES		$8,034.00	1/17/2017	5/31/2017	PARTIAL		
Timelox America	No	No	N/A	No	YES		$459.02	1/22/2016	5/31/2017	PARTIAL		
Yale Security	No	No	N/A	No	YES		$2,218.13	5/11/2017	8/31/2017	PARTIAL		
Sargent Manufacturing	No	No	N/A	No	YES		$5,397.47	5/11/2017	8/31/2017	PARTIAL		

R - 21408

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request # 2
Work Performed Through: 08/31/17

Subcontractor's Name: Maxson and Associates
Subcontractor's Address: PO Box 240257
Charlotte, NC 28224

Phone Number: 704-588-6980
Fax Number: 704-588-5138

Project Name: Hotel at Marion Square
Job No.: 13026400
Date: 08/22/17
Owner: Library Associates, LLC

Description of Work:

Original Contract Amount	$14,625.00	
Change Order Total	$0.00	
Through C/O #:		
Total Revised Contract	$14,625.00	
Previous Work Performed to Date(SSR)	$12,310.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$2,315.00	
New Work Performed to Date	$14,625.00	
Less 10% Retainage	$1,462.50	
Amount Earned to Date	$13,162.50	
Less Previous Net Billings	$11,079.00	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$2,083.50	

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	07/01/18	
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: 11
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50000	119472	13026400	
Date	Invoice #	Description		
08/31/17	13026400 - 02	13026400 . PE# 02 . 17.08		
Gross Amount		Retainage Amt	Net Amount	
$2,315.00		$115.75	$2,083.50	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO		400 51141000.40		NO

Hold Codes: 02- OWNER FUNDING
PM APP
Owner Waiver

Approvals:
PM / Date
CA 08/22/17
PA / Date
APA / Date

Balfour Beatty
Construction

Request for Payment

Pay Request #	2
Work Performed Through	8/31/2017

Subcontractor's Name: Maxson and Associates, Inc.
Subcontractor's Address: P.O. Box 240257
Charlotte, NC 28224
Phone Number: 704-588-6980
Fax Number: 704-588-5138

Project Name: Hotel at Marion Square Job No.: 18 Date: 8/15/2017
Owner:

Description of Work: Smoke Guards

Original Contract Amount	$14,625.00	
Change Order Total Through C/O #:____		
Total Revised Contract	$14,625.00	
Value of Work Performed to Date	$14,625.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month (Stored Materials)	$0.00	
Total	$14,625.00	
Less 10 % Retainage	$1,462.50	
Amount Earned to Date	$13,162.50	
Less Previous Billings/Payments	$11,079.00	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$2,083.50	

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 # Required	Y ☐	N ☐
Reducing Retention	Y ☐	N ☐
If reducing retainage, reducing Consent of Surety for retention reduction if bonded	From ☐ Y ☐	To ☐ 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

Accrue Tax	Tax Code	Pay Item & Cost Code	
YES / NO			

Hult Codes:

Approvals:
PM / Date
PA / Date
APA / Date

Exhibit "G"

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

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 Mation Square
404 King Street
Charleston, SC 29403

APPLICATION: 2
PERIOD FROM 08/01/2017
PERIOD TO: 08/31/2017

DISTRIBUTION TO:
- [ ] OWNER
- [ ] CONTRACTOR
- [ ] ARCHITECT
- [ ] TRADE CONTRACTOR

FROM (TRADE CONTRACTOR):
Maxson and Associates, Inc.
P.O. Box 240275
Charlotte, NC 28224

VIA (Construction Contract):

ARCHITECT'S PROJECTS NC 28

CONTRACT FOR: Overhead Doors

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.

Continuation Sheet

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Orders appr previous months by Owner		
TOTAL		
Approved this Month		
No. / Date Approved		
TOTALS		$0.00
Net change by Change Orders:		

1. ORIGINAL CONTRACT SUM		$ 14,625.00
2. Net change by Change Orders		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)		$ 14,625.00
4. TOTAL COMPLETED & STORED TO DATE (Column G)		$ 14,625.00
5. RETAINAGE:		
10 % of Completed Work (Column D + E)	$ 1,462.50	
10 % of Stored Material (Column F)	$	
Total Retainage (Line 5a + 5b or Total in Column I)		$ 1,462.50
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 13,162.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 11,079.00
8. CURRENT PAYMENT DUE		$ 2,083.50
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$

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.

State of : North Carolina County of: Mecklenburg
Subscribed and sworn to before me this 15th day of Aug 2017
Notary Public: Yely LaRosa
My commission expires: 11/29/2020

CONTRACTOR: Maxson and Assoicates, Inc.
By: Date: 8/15/2017

NOTARY PUBLIC MECKLENBURG COUNTY NORTH CAROLINA YELY LAROSA MY COMMISSION EXPIRES 11/29/2020

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 $ 2,083.50
(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 - 21411

Exhibit "G"

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

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 : 08/15/17
To: 08/31/17
Architect's Project No.: 13026000

Invoice # : 1084 Contract : 10964.00. Hotel at Marion Square

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 In Place					
1	Material - (2) M200 Smoke Guards	12,310.00	0.00	12,310.00	0.00	12,310.00	100.00%	0.00	
2	Labor - Install (2) M200 Smoke Guards	2,315.00	0.00	2,315.00	0.00	2,315.00	100.00%	0.00	
	Grand Totals	14,625.00	0.00	14,625.00	0.00	14,625.00	100.00%	0.00	1,462.50

R - 21412

ELECTRONICALLY FILED - 2020 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Exhibit D1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned, MAXSON AND ASSOCIATES, 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 (Name or Description of Project) ("Project") which is located at 404 Kings Street (Street Address) in the City of Charleston, and County of Charleson, and is owned by (Name of Owner) ("Owner").

Upon receipt by Subcontractor of a check in the sum of $ 2,083..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: 8/31/2017 (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 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; (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 15th day of Aug 20 17.

MAXSON AND ASSOCIATES, INC
(Name of Subcontractor/Vendor)

signature

By: Kristian Moyles - Contrroller
(Print or Type the Signers Name and Title)

STATE OF North Carolina

COUNTY OF Mecklenburg

The foregoing instrument was signed, sealed and acknowledged before me this 15 day of Aug 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: 11/29/2020

YELY LAROSA
NOTARY PUBLIC
MECKLENBURG COUNTY
NORTH CAROLINA
MY COMMISSION EXPIRES 11/29/2020
(Notary Seal)

APPENDIX IV

DOCUMENTATION FOR All PAYMENTS TO CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, AND SERVICE PROVIDERS

Prime Contractor/Architect: Maxson and Associates, Inc

Address & Phone: PO Box 240257, Charlotte, NC

Project Name: Hotel at Marion Square

Pay Application #: 2 Period: 8/31/2017

Current Requested Payment Amount 2,083.50

The following is a list of payments to be made to all contractors/suppliers & other providers on this project for the above-mentioned period.

Firm Name and Address	*M/W/SBE Category	Amount to be Paid form this pay Request	Total Payments to date	Total Amount Committed
None				
Totals				

*M/W/SBE categories: Black, African American (B), Hispanic (H), Asian American (A) Native American Indian (N), Female (F), Small (S), or Socially and Economically Disadvantaged (D)

Date: 8/14/2017 Approved/Certified By: Kristian Hoyles

Name

Controller

Title

Signature

****THIS DOCUMENT MUST BE SUBMITTED WITH EACH PAY REQUEST & FINAL PAYMENT****

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request # 16
Work Performed Through: 08/31/17
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: 08/22/17
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	$724,444.75	
Through C/O #: 0		
Total Revised Contract	$4,186,143.75	
Previous Work Performed to Date(SSR)	$3,603,430.13	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$215,384.55	
New Work Performed to Date	$3,818,814.68	
Less 10 % Retainage	$381,881.61	
Amount Earned to Date	$3,436,933.07	
Less Previous Net Billings	$3,243,086.98	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$193,846.09	

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	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]

For Balfour Beatty Use Only:

	CO #	Vendor #	Job #	Contract No.
	50540	762107	13026400	541629
Date	**Invoice #**	**Description**		
08/31/17	13026400 - 16	13026400 . PE# 16 . 17.08		
Gross Amount		**Retainage Amt**	**Net Amount**	
$215,384.55		$10,769.23	$193,846.09	
Trade Account?	**Tax Code**	**Pay Item & Cost Code**		**Accrue Tax?**
NO		400.50925200.40		NO

Owner Billing Number: 13
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select # / Batch #:

Halt Codes: 02- OWNER FUNDING; Owner Waiver; PM App; LT Waivers/Sched; HOLD-Missing Change Orders

Approvals:
PM / Date
CA 08/22/17
PA / Date
APA / Date

R - 21415

PRE-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: 31-AUG-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		$724,444.75
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)		$4,186,143.75
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)		$3,818,814.68
5. RETAINAGE:		
a. 10% of Completed Work (Column D + E on Continuation Page)	$381,881.61	
b. 0.00% of Material Stored (Column F on Continuation Page)	$0.00	
Total Retainage (Line 5a + 5b or Column I on Continuation Page)		$381,881.61
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)		$3,436,933.07
7. LESS PREVIOUS APPLICATIONS		$3,243,086.98
8. PAYMENT DUE		$193,846.09
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	$749,210.68	

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months	$473,367.23	$1,878.00
Total approved this month	$116,380.35	$0.00
TOTALS	$589,747.58	$1,878.00
NET CHANGES	$587,869.58	

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:

County of:

Subscribed and sworn to before

me this day of

Notary Public:

My Commission Expires:

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 - 21446

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001188

CONTINUATION PAGE

Payment Application containing Contractor's signature is attached.

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 11-AUG-17
PERIOD THRU: 31-AUG-17
PROJECT #'S:

A	B	C	D	E	F	G	H	I
			COMPLETED WORK					
ITEM #	WORK DESCRIPTION	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)
			ORIGINAL CONTRACT						
100	Engineered Shop Drawings - Trusses	10,000.00	10,000.00		0.00	10,000.00	100%		1,000.00
101	Engineered Shop Drawings - Structural Framing	15,000.00	15,000.00		0.00	15,000.00	100%		1,500.00
102	Mobilization	30,000.00	30,000.00		0.00	30,000.00	100%		3,000.00
103	Sub Level Framing - Material	2,995.00	2,995.00		0.00	2,995.00	100%		299.50
104	Sub Level Framing - Labor	3,660.00	3,660.00		0.00	3,660.00	100%		366.00
105	Sub Level Drywall Assembly - Material	4,243.00	4,243.00		0.00	4,243.00	100%		424.30
106	Sub Level Drywall Assembly - Labor	5,130.00	5,130.00		0.00	5,130.00	100%		513.00
107	Sub Level Ceiling - Material	21,763.00	21,763.00		0.00	21,763.00	100%		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%		4,296.60
110	1st Floor Framing - Labor	49,956.00	49,956.00		0.00	49,956.00	100%		4,995.60
111	1st Floor Drywall Assembly - Material	46,016.00	46,016.00		0.00	46,016.00	100%		4,601.60
112	1st Floor Drywall Assembly - Labor	64,846.00	58,361.40		0.00	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%		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%		1,990.80
116	1st Floor Ceiling Framing - Labor	32,802.00	32,802.00		0.00	32,802.00	100%		3,280.20
117	1st Floor Ceiling Drywall Assembly - Material	10,131.00	10,131.00		0.00	10,131.00	100%		1,013.11
118	1st Floor Ceiling Drywall Assembly - Labor	24,069.00	21,662.10		0.00	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%		5,205.30
120	2nd Floor Framing - Labor	52,366.00	52,366.00		0.00	52,366.00	100%		5,236.60
121	2nd [illegible] Drywall Assembly - Material	54,022.00	48,619.8		0.00	48,619.80	90%	5,402.20	4,861.98

R - 21417

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION PAGE

Payment Application containing Contractor's signature is attached.

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 11-AUG-17
PERIOD THRU: 31-AUG-17
PROJECT #'S:

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	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)
122	2nd Floor Drywall Assembly - Labor	74,019.00	66,617.10		0.00	66,617.10	90%	7,401.90	6,661.72
123	2nd Floor ACT - Material	24,763.00	24,763.00		0.00	24,763.00	100%		2,476.30
124	2nd Floor ACT - Labor	16,842.00	8,421.00	4,210.50	0.00	12,631.50	75%	4,210.50	1,263.15
125	2nd Floor Ceiling Framing - Material	56,070.00	56,070.00		0.00	56,070.00	100%		5,607.00
126	2nd Floor Ceiling Framing - Labor	48,724.00	48,724.00		0.00	48,724.00	100%		4,872.40
127	2nd Floor Ceiling Drywall Assembly - Material	12,635.00	10,108.00	2,527.00	0.00	12,635.00	100%		1,263.51
128	2nd Floor Ceiling Drywall Assembly - Labor	29,608.00	14,804.00	8,882.40	0.00	23,686.40	80%	5,921.60	2,368.64
129	3rd Floor Framing - Material	89,705.00	89,705.00		0.00	89,705.00	100%		8,970.50
130	3rd Floor Framing - Labor	99,911.00	99,911.00		0.00	99,911.00	100%		9,991.11
131	3rd Floor Drywall Assembly - Material	92,351.00	92,351.00		0.00	92,351.00	100%		9,235.11
132	3rd Floor Drywall Assembly - Labor	135,420.00	121,878.00		0.00	121,878.00	90%	13,542.00	12,187.80
133	4th Floor Framing - Material	89,705.00	89,705.00		0.00	89,705.00	100%		8,970.50
134	4th Floor Framing - Labor	99,911.00	99,911.00		0.00	99,911.00	100%		9,991.10
135	4th Floor Drywall Assembly - Material	92,351.00	92,351.00		0.00	92,351.00	100%		9,235.11
136	4th Floor Drywall Assembly - Labor	135,420.00	121,878.00		0.00	121,878.00	90%	13,542.00	12,187.80
137	5th Floor Framing - Material	89,705.00	89,705.00		0.00	89,705.00	100%		8,970.51
138	5th Floor Framing - Labor	99,911.00	99,911.00		0.00	99,911.00	100%		9,991.11
139	5th Floor Drywall Assembly - Material	92,351.00	92,351.00		0.00	92,351.00	100%		9,235.11
140	5th Floor Drywall Assembly - Labor	135,420.00	115,107.00	6,771.00	0.00	121,878.00	90%	13,542.00	12,187.80
141	6th Floor Framing - Material	60,285.00	60,285.00		0.00	60,285.00	100%		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	42,593.50	7,516.50	0.00	50,110.00	100%		5,011.00
144	6th Floor Drywall Assembly - Labor	59,552.00	44,664.00	8,932.80	0.00	53,596.80	90%	5,955.20	5,359.68
145	7th [illegible] Framing - Material	60,285.00	60,285.(		0.00	60,285.00	100%		6,028.51

R - 21418

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION PAGE

Payment Application containing Contractor's signature is attached.

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 11-AUG-17
PERIOD THRU: 31-AUG-17
PROJECT #'S:

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	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)
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	42,593.50		0.00	42,593.50	85%	7,516.50	4,259.35
148	7th Floor Drywall Assembly - Labor	59,552.00	23,820.80	20,843.20	0.00	44,664.00	75%	14,888.00	4,466.40
149	8th Floor Framing - Material	60,285.00	60,285.00		0.00	60,285.00	100%		6,028.50
150	8th Floor Framing - Labor	68,300.00	61,470.00		0.00	61,470.00	90%	6,830.00	6,147.00
151	8th Floor Drywall Assembly - Material	50,110.00	37,582.50		0.00	37,582.50	75%	12,527.50	3,758.25
152	8th Floor Drywall Assembly - Labor	59,552.00	5,955.20	23,820.80	0.00	29,776.00	50%	29,776.00	2,977.60
153	Roof Terrace Framing - Material	20,885.00	20,885.00		0.00	20,885.00	100%		2,088.50
154	Roof Terrace Framing - Labor	27,831.00	27,831.00		0.00	27,831.00	100%		2,783.11
155	Roof Terrace Drywall Assembly - Material	5,570.00	2,785.00		0.00	2,785.00	50%	2,785.00	278.50
156	Roof Terrace Drywall Assembly - Labor	10,250.00	5,125.00		0.00	5,125.00	50%	5,125.00	512.50
157	Roof Terrace Truss Package Material	196,782.00	196,782.00		0.00	196,782.00	100%		19,678.20
158	Roof Terrace Truss Package Labor	114,770.00	114,770.00		0.00	114,770.00	100%		11,477.00
159	FRP Columns Material	43,500.00	43,500.00		0.00	43,500.00	100%		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	88,200.00		0.00	88,200.00	100%		8,820.00
162	GRG Dome/Pilaster Labor	15,000.00	7,500.00	7,500.00	0.00	15,000.00	100%		1,500.00
163	Scaffolding at stairwells	80,000.00	32,000.00	8,000.00	0.00	40,000.00	50%	40,000.00	4,000.00
164	Interior Mock Up	35,000.00	35,000.00		0.00	35,000.00	100%		3,500.00
165	Exterior Mock Up	15,000.00	15,000.00		0.00	15,000.00	100%		1,500.00
	SUB TOTAL	3,461,699.00	3,131,940.90	99,004.20	0.00	3,230,945.10	93%	230,753.90	323,094.63

CHANGE ORDERS

R - 21419

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION PAGE

Payment Application containing Contractor's signature is attached.

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 11-AUG-17
PERIOD THRU: 31-AUG-17
PROJECT #'S:

A	B	C	D	E	F	G		H	I
			COMPLETED WORK						
ITEM #	WORK DESCRIPTION	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)
1	CO-16441 - Change Order 1 - wood ramp, bbc office b	11,902.00	11,902.00		0.00	11,902.00	100%		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%		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%		455.00
4	CO-17291 - Install 5/8" Gypsum Exterior Sheathing For	5,245.00	5,245.00		0.00	5,245.00	100%		524.50
5	CO-17413 - Temp Wall T&M Work from 8/26/16 - 8/26/'	6,096.00	6,096.00		0.00	6,096.00	100%		609.60
6	CO-17688 - 50 pieces of flat strapping for BBC (6" 18g	500.00	500.00		0.00	500.00	100%		50.00
7	CO-17125 - MOD 1 Changes	18,637.00	18,637.00		0.00	18,637.00	100%		1,863.70
8	CO-17691 - BBC Onsite Offices/Conference Room T&M	5,249.00	5,249.00		0.00	5,249.00	100%		524.90
9	CO-17825 - Framing / Sheathing at Buck Hoist Floors 2	3,665.00	3,665.00		0.00	3,665.00	100%		366.50
10	CO-17842 - RFI 0777 Pump Room Wall Type change f	2,699.00	2,699.00		0.00	2,699.00	100%		269.90
11	CO-17572 - Offsite Model Room Blocking per BBC req	2,013.00	2,013.00		0.00	2,013.00	100%		201.30
12	CO-17830 - RFI 0738 Pool Deck Slab Revision	4,441.00	4,441.00		0.00	4,441.00	100%		444.10
13	CO-17996 - Contract Alternate to Add 22ga Decking an	44,000.00	44,000.00		0.00	44,000.00	100%		4,400.00
14	CO-18006 - ASI 19 Revisions	3,601.00	3,601.00		0.00	3,601.00	100%		360.10
15	CO-18024 - Structural Revision - Delete Ballroom Colu	-915.00	-915.00		0.00	-915.00	100%		-91.50
16	CO-18106 - RFI-0024 Shower Curb Detail	22,204.00	16,653.00	3,330.60	0.00	19,983.60	90%	2,220.40	1,998.36
17	CO-17428 - RFI 0019 - Change Ramp Wall to Wall Ty	6,880.00	6,880.00		0.00	6,880.00	100%		688.00
18	CO-18128 - Labor to Temp in 9th Floor Elevator Shafts	966.00	966.00		0.00	966.00	100%		96.60
19	CO-18127 - Re-Install Exterior Wall Rigid Insulation an	1,890.00	1,890.00		0.00	1,890.00	100%		189.00
20	CO-18129 - Remove/replace drywall and adjust pocket	1,470.00	1,470.00		0.00	1,470.00	100%		147.00
21	CO-18253 - Re-frame and hang around windows in roo	592.00	592.00		0.00	592.00	100%		59.20
22	CO-18254 - Box out around pipes that did not fall in the	921.00	921.00		0.00	921.00	100%		92.10
23	CO-17154 - MOD 4 Drawing Revisions	25,511.00	25,511.00		0.00	25,511.00	100%		2,551.10
24	CO-[illegible] - RFI 0405 - Roof Modifications	10,695.00	10,695.(		0.00	10,695.00	100%		1,069.50

R - 21420

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION PAGE

Payment Application containing Contractor's signature is attached.

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 11-AUG-17
PERIOD THRU: 31-AUG-17
PROJECT #'S:

A	B	C	D	E	F	G		H	I
			COMPLETED WORK						
ITEM #	WORK DESCRIPTION	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)
25	CO-17427 - RFI 0149 - Roof Truss Revision Clarificati	9,039.00	9,039.00		0.00	9,039.00	100%		903.90
26	CO-16687 - Hotel @ Marion Square - Quarry Cast Red	251,123.00	125,561.46	62,780.75	0.00	188,342.21	75%	62,780.79	18,834.23
27	CO-18205 - Installation of Plaster Ceilings Per ID 502 a	34,796.00	34,796.00		0.00	34,796.00	100%		3,479.60
28	CO-18259 - Demo and Re-Build Elevator 6 Roof Syste	2,575.75	2,575.75		0.00	2,575.75	100%		257.58
29	CO-18397 - CO 17413 / BBC Change Order 5 Adjustm	-963.00	-963.00		0.00	-963.00	100%		-96.30
30	CO-17808 - MOD 2 Drawing Revisions - REVISED	7,821.00	7,821.00		0.00	7,821.00	100%		782.10
31	CO-18053 - Add 171 Drawing donut features over all tub	128,340.00	83,421.02	6,417.00	0.00	89,838.02	70%	38,501.98	8,983.80
32	CO-17841 - Remove and Replace Drywall at Private D	2,359.00	2,359.00		0.00	2,359.00	100%		235.90
33	CO-17264 - MOD 5 Drawing Revisions	19,405.00	19,405.00		0.00	19,405.00	100%		1,940.51
34	CO-18318 - SI 39 - Pattisserie Wall Changes	1,840.00	1,840.00		0.00	1,840.00	100%		184.00
35	CO-18429 - SI 41 Boardroom Revisions	1,821.00	1,821.00		0.00	1,821.00	100%		182.10
36	CO-18430 - SI 41 Prefunction Revisions	2,188.00	2,188.00		0.00	2,188.00	100%		218.80
37	CO-18417 - SI 39 - Guestroom Patching	1,060.00		1,060.00	0.00	1,060.00	100%		106.00
38	CO-18463 - RFI 0991 - ADA Bathroom Control Valve L	2,538.00		2,538.00	0.00	2,538.00	100%		253.80
39	CO-18471 - Spa Retail Revisions	4,466.00		4,466.00	0.00	4,466.00	100%		446.60
40	CO-18405 - Repair Lobby Ceiling Due to Water Damag	315.00	315.00		0.00	315.00	100%		31.50
41	CO-18516 - Repair Water Damaged Drywall & Insulatio	2,867.00	2,867.00		0.00	2,867.00	100%		286.70
42	CO-18367 - SI 38 - B32 Wall and Door Frame Demo	2,031.00		2,031.00	0.00	2,031.00	100%		203.10
43	CO-18410 - RFI 0915 Ballroom RCP Conflict with Duct	4,517.00		4,517.00	0.00	4,517.00	100%		451.70
44	CO-18549 - Repair Water Damaged Drywall & Insulatio	3,452.00		3,452.00	0.00	3,452.00	100%		345.20
45	CO-18479 - Temp Wall Extra Work Order Date 6/14/17	3,977.00		3,977.00	0.00	3,977.00	100%		397.70
46	CO-17804 - Revised Exterior Mock Up Work	15,879.00		15,879.00	0.00	15,879.00	100%		1,587.90
47	CO-17956 - Model Room 8 Revisions - Add (2) GRG S	2,496.00		2,496.00	0.00	2,496.00	100%		249.60
48	CO- 7 - Repair Damaged/Removed Rigid Insulatior	3,436.00		3,436.00	0.00	3,436.00	100%		343.60

R - 21421

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION PAGE

PROJECT: 14-1278
Hotel @ Marion Square

APPLICATION #: for 14-1278
DATE OF APPLICATION: 11-AUG-17
PERIOD THRU: 31-AUG-17
PROJECT #'S:

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
			COMPLETED WORK						
ITEM #	WORK DESCRIPTION	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)
49	CO-18349 - SI 39 - Stair 4 Wall Revisions	6,371.00			0.00			6,371.00	
50	CO-18414 - SI 40 and SI 41R Revisions	6,876.00			0.00			6,876.00	
51	CO-18569 - Installation of Plaster Ceilings Per ID 502 a	19,825.00			0.00			19,825.00	
	SUB TOTAL	724,444.75	471,489.23	116,380.35	0.00	587,869.58	81%	136,575.17	58,786.98
	FINAL TOTAL	**4,186,143.75**	**3,603,430.13**	**215,384.55**	**0.00**	**3,818,814.68**	**91%**	**367,329.07**	**381,881.61**

R - 21422

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request # 3
Work Performed Through: 08/31/17

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
Owner: Library Associates, LLC
Job No.: 13026400
Date: 08/22/17

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)	$20,875.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$3,014.00	
New Work Performed to Date	$23,889.00	
Less 10 % Retainage	$2,388.90	
Amount Earned to Date	$21,500.10	
Less Previous Net Billings	$18,787.50	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$2,712.60	

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
08/31/17	13026400 - 03	13026400 . PE# 03 . 17.08

Gross Amount	Retainage Amt	Net Amount
$3,014.00	$150.70	$2,712.60

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400.50925200.40	NO

Halt Codes: 02- OWNER FUNDING

PM App

Approvals:

PM / Date

CA 08/22/17
PA / Date

APA / Date

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 # 3
PERIOD THRU: 31-AUG-17
PROJECT #'S: 013
PO #:
DATE OF CONTRACT 02-JUL-15

Distribution to:
☐ OWNER
☐ ARCHITECT
☒ 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)		$23,889.00
5. RETAINAGE:		
a. % of Completed Work (Column D + E on Continuation Page)	$2,388.90	
b % of Material Stored (Column F on Continuation Page)	$0.00	
Total Retainage (Line 5a + 5b or Column I on Continuation Page)		$2,388.90
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)		$21,500.10
7. LESS PREVIOUS APPLICATIONS		$18,787.50
8. PAYMENT DUE		$2,712.60
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	$61,936.90	

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: 8/11/17

State of: NC

County of: Wake

Subscribed and sworn to before me this 11th day of August 2017

Notary Public: Kristen Stojka

My Commission Expires: 4-12-21

KRISTEN STOJKA
NOTARY PUBLIC
WAKE COUNTY, NC
MY COMM. EXP.
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 - 21424

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Precision Walls Inc.

CONTINUATION PAGE

PROJECT: 15-0280
Hotel @ Marion Square Op Wall

Payment Application containing Contractor's signature is attached.

APPLICATION #: 3
DATE OF APPLICATION: 15-AUG-17
PERIOD THRU: 31-AUG-17
PROJECT #S: 013

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	250.00		250.00	50%	250.00	25.00
4		Punchlist			1,670.00	0.00	0.00		0.00	0%	1,670.00	
5		Track Material			20,375.00	20,375.00	0.00		20,375.00	100%	0.00	2,037.50
6		Track Labor			2,764.00	0.00	2,764.00		2,764.00	100%	0.00	276.40
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	20,875.00	3,014.00		23,889.00	29%	59,548.00	2,388.90
		SUB TOTAL			83,437.00	20,875.00	3,014.00		23,889.00	29%	59,548.00	2,388.90
		FINAL TOTAL			$83,437.00	$20,875.00	$3,014.00		$23,889.00	29%	$59,548.00	$2,388.90

R - 21425

ELECTRONICALLY FILED - 2023 May 16 2:23 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 $ 2,712.60 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: 8/30/2017
(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 11th day of August 20 17

Precision Walls, Inc.
(Name of Subcontractor/Vendor)

Signature

By: Stephen Dosa, 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 11th day of August 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: 4-12-21

KRISTEN STOJKA NOTARY PUBLIC WAKE COUNTY NC MY COMMISSION EXPIRES APRIL 12 2021

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:23 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 $ 2712.60 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 11th day of August, 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 11th day of August, 2017.

Signed, sealed and delivered
in the presence of:

Signature

Cassie Sovern
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 11th day of August, 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 Stojkovic
NOTARY PUBLIC, STATE OF NC

My Commission Expires: 4-12-21

KRISTEN STOJKOVIC NOTARY PUBLIC WAKE COUNTY NC MY COMM EXP APRIL 12 2021

Balfour Beatty
Construction

TIER RELEASE SCHEDULE & OCIP CONFIRMATION LOG

Job Name	Hotel @ Marion Square - Operable Wall
Job #	
Date Prepared:	2/11/2017
PRIME SUB'S NAME	Precision Wall
Attachment for Pay App #	1
for Month Ending:	2/10/2017

***Note: For any uncertified/unreported tier sub that is involved in an OCIP loss, you may be responsible for $50,000 deductible*

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. Unit Address & Phone Number	Indicate if Sub is based in county of Project	Notice to Owner (Yes/No)	Date NTO Filed:	Bonded Sub? (Yes/No)	Has Tier Sub enrolled in OCIP? Select (Yes/No)		Has Sub billed for work to date? Select (Yes/No)		Cumulative dollar amount Sub billed for work/materials to date:	Sub's most recent release is dated through:	Sub's most recent release is PARTIAL or FINAL? Select One		Comments:
Underhill	NO	NO	N/A		YES	NO	YES	NO	$ 93319	2/7/2017	2/13/17	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	
					YES	NO	YES	NO				PARTIAL	FINAL	
					YES	NO	YES	NO				PARTIAL	FINAL	

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty Construction

Exhibit F2

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 Pradelon Walls, Inc. (Name of Customer/Vendor)

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 $ 5,220.19 (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 7/31/2017 (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 items not included in this Release. Failure to describe any actions 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, 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 14 day of August 20 17

Modernfold (Name of Vendor)

By: Kindell Baker (Signature) Kindell Baker, Financial Analyst (Print or Type the Signers Name and Title)

STATE OF INDIANA

COUNTY OF HANCOCK

The foregoing instrument was signed, sealed and acknowledged before me this 14 day of August 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 16, 2022

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request # 3
Work Performed Through: 08/31/17

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
Owner: Library Associates, LLC
Job No.: 13026400
Date: 08/22/17

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)	$20,875.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$3,014.00	
New Work Performed to Date	$23,889.00	
Less 10 % Retainage	$2,388.90	
Amount Earned to Date	$21,500.10	
Less Previous Net Billings	$18,787.50	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$2,712.60	

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		
08/31/17	13026400 - 03	13026400 . PE# 03 . 17.08		
Gross Amount		Retainage Amt	Net Amount	
$3,014.00		$150.70	$2,712.60	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO		400.50925200.40		NO

Hait Codes: 02- OWNER FUNDING

PM App

Approvals:

PM / Date

CA 08/22/17
PA / Date

APA / Date

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 # 3
PERIOD THRU: 31-AUG-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)		$23,889.00
5. RETAINAGE:		
a. % of Completed Work (Column D + E on Continuation Page)	$2,388.90	
b % of Material Stored (Column F on Continuation Page)	$0.00	
Total Retainage (Line 5a + 5b or Column I on Continuation Page)		$2,388.90
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)		$21,500.10
7. LESS PREVIOUS APPLICATIONS		$18,787.50
8. PAYMENT DUE		$2,712.60
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	$61,936.90	

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: 8/11/17

State of: NC

County of: Wake

Subscribed and sworn to before me this 11th day of August 2017

Notary Public: Kristen Stojka

My Commission Expires: 4-12-21

KRISTEN STOJKA NOTARY PUBLIC WAKE COUNTY, NC MY COMM. EXP. 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 - 21431

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Precision Walls Inc.

CONTINUATION PAGE

PROJECT: 15-0280
Hotel @ Marion Square Op Wall

Payment Application containing Contractor's signature is attached.

APPLICATION #: 3
DATE OF APPLICATION: 15-AUG-17
PERIOD THRU: 31-AUG-17
PROJECT #'S: 013

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	250.00		250.00	50%	250.00	25.00
4		Punchlist			1,670.00	0.00	0.00		0.00	0%	1,670.00	
5		Track Material			20,375.00	20,375.00	0.00		20,375.00	100%	0.00	2,037.50
6		Track Labor			2,764.00	0.00	2,764.00		2,764.00	100%	0.00	276.40
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	20,875.00	3,014.00		23,889.00	29%	59,548.00	2,388.90
		SUB TOTAL			83,437.00	20,875.00	3,014.00		23,889.00	29%	59,548.00	2,388.90
		FINAL TOTAL			$83,437.00	$20,875.00	$3,014.00		$23,889.00	29%	$59,548.00	$2,388.90

R - 21432

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:23 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 (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 $ 2,712.60 (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: 8/30/2017 (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 11th day of August 20 17

Precision Walls, Inc.
(Name of Subcontractor/Vendor)

Signature

By: Stephen Dosa, 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 11th day of August 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 4-12-21

KRISTEN STOJKA NOTARY PUBLIC WAKE COUNTY NC APRIL 12 2021

ELECTRONICALLY FILED - 2023 May 16 2:23 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 $ 2712.60 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 11th day of August, 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 11th day of August, 2017.

Signed, sealed and delivered
in the presence of:

Signature

Cassie Lovern
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 11th day of August, 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 Stojka
NOTARY PUBLIC, STATE OF NC

My Commission Expires: 4-12-24

KRISTEN STOJKA NOTARY PUBLIC WAKE COUNTY NC MY COMM EXP APRIL 12 2024

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
US Construction

TIER RELEASE SCHEDULE & OCIP CONFIRMATION LOG

Job Name	Hotel @ Market Square - Operable Wall
Job #	
Date Prepared:	01/10/17
PRIME SUB'S NAME	Precision Wall
Attachment for Pay App #	3
For Month Ending:	01/31/17

**Note: For any unannounced/unreported tier sub that is received after an OCIP loss, you may be responsible for $10,000 deduction.

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 by county of Project	Notice to Owner Filed?(Y/N/NA)	Date NTO Filed:	Bonded Sub? (Y/N/NA)	Has Tier Sub enrolled in OCIP? (Y/N/NA)		Has tier subcontractor work to date? select (Y/N/NA)		Cumulative dollar amount tier sub has billed for work/materials to date	Tier's most recent invoice to date through	Tier's most recent release is dated through (or none on record)	Tier's most recent release is PARTIAL or FINAL? Select One		Comments:
Example	NO	NO	NA		YES	NO	YES	NO	$ 333.00	1/10/17	2/3/17	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 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty Construction

Exhibit F2

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"),

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 $ 5,220.19 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 7/31/2017

(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 on Attachment "A" which must be identified here and attached to this Release. Failure to describe any extra not 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 14 day of August 20 17.

Modernfold

(Name of Vendor)

By: Lindsey Baker Lindsey Baker, Financial Analyst

(Signature) (Print or Type the Signers Name and Title)

STATE OF INDIANA

COUNTY OF HANCOCK

The foregoing instrument was signed, sealed and acknowledged before me this 14 day of August 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 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request # 2
Work Performed Through: 08/31/17

Subcontractor's Name: Park Plus Inc
Subcontractor's Address: 83 Broad Ave
Fairview, NJ 07022

Phone Number: -
Fax Number:

Project Name: Hotel at Marion Square Job No.: 13026400 Date: 08/15/17
Owner: Library Associates, LLC

Description of Work: Vehicle Lifts

Original Contract Amount	$453,512.00	-
Change Order Total	$0.00	
Through C/O #: 0		
Total Revised Contract	$453,512.00	
Previous Work Performed to Date(SSR)	$90,702.20	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$355,251.80	
New Work Performed to Date	$445,954.00	
Less 10 % Retainage	$44,595.40	
Amount Earned to Date	$401,358.60	
Less Previous Net Billings	$81,631.98	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$319,726.62	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	06/25/16	
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.
	50540	3798185	13026400	546469
Date	**Invoice #**	**Description**		
08/31/17	13026400 - 02	13026400 . PE# 02 . 17.08		
Gross Amount		**Retainage Amt**	**Net Amount**	
$355,251.80		$17,762.59	$319,726.62	
Trade Account?	**Tax Code**	**Pay Item & Cost Code**		**Accrue Tax?**
NO		400.51445000.40		NO

Hold Codes: 02- OWNER FUNDING 5- Tier Schedule & Previous Unconditional
03- Conditional

Appr

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 STE 280
Charlotte, NC 28203

PROJECT: Hotel at Marion Square

APPLICATION: 2
PERIOD FROM 08/01/2017
PERIOD TO: 08/31/2017

DISTRIBUTION TO:
- ☐ OWNER
- ☐ CONTRACTOR
- ☐ ARCHITECT
- ☐ TRADE CONTRACTOR

FROM (TRADE CONTRACTOR):
Park Plus Inc

VIA (Construction Contract):

ARCHITECT'S PROJECTS NO: 13026400

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Orders appr previous months by Owner		
TOTAL		
Approved this Month	CO 1	
No. / Date Approved	CO 2	
	CO 3	
	CO 4	
	CO 5	
	CO 6	
	CO 7	
TOTALS	0.00	$0.00
Net change by Change Orders:		$0.00

1. ORIGINAL CONTRACT SUM	$	453,512.00
2. Net change by Change Orders	$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	$	453,512.00
4. TOTAL COMPLETED & STORED TO DATE (Column G)	$	445,954.00
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E)	$ 44,595.40	
b. 10 % of Stored Material (Column F)	$	
Total Retainage (Line 5a + 5b or Total in Column I)	$	44,595.40
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	401,358.60
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	81,631.98
8. CURRENT PAYMENT DUE	$	319,726.62
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$	52,153.40

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: Date:

State of : County of:
Subscribed and sworn to before me this day of 20
Notary Public:
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 - 21438

Project N
Project No. XXXXX

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

PROJECT: Hotel at Marion Square

APPLICATION NUMBER: 1

APPLICATION DATE: ########

PERIOD TO: ########

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)	% (C-:- G)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	Shop Drawings-Equipment Order	90,702.20	90,702.20	0.00		90,702.20	100%	0.00	9,070.22
	Equipment Delivery to Site / installation	317,458.00	0.00	309,900.00		309,900.00		7,558.00	30,990.00
	Equipment Handover Commissioning	45,351.80	0.00	45,351.80		45,351.80	100%	0.00	4,535.18
	Change Order #1								
	Total	453,512.00	90,702.20	355,251.80	0.00	445,954.00		7,558.00	44,595.40

R - 21439

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:23 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 Parx Plus, Inc (the "Lienor") for and in consideration of the payment of the sum of $ 30,726.00 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 21st day of August, 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 21st day of August, 2017

Parx Plus, Inc

Signed, sealed and delivered
in the presence of:

a Delaware corporation

Signature

Signature

Dorota Garcia

Print Name

Print Name & Title

STATE OF New Jersey

COUNTY OF Bergen

The foregoing instrument was acknowledged before me this 21st day of August, 2017 by Michael Pucci, VP Sales of Parx Plus, Inc, a Delaware corporation on, on behalf of the corporation. He/she is personally known to me or has produced NJ's Drivers License (type of identification) as identification.

DOROTA GARCIA
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 9/29/2021

NOTARY PUBLIC, STATE OF

Commission Expires:

CONTRACT CHANGE ORDER

CONTRACTOR: Pave Plus, INC. 83 BROAD AVE FAIRVIEW, N.J. 07022	CHANGE ORDER No 1 PROJECT: MARION SQUARE HOTEL PROJECT No 13026000
OWNER: BALFOUR BEATTY CONST. 1930 DAMON ROAD CHARLOTTE, N.C. 28203	~~CONTRACT~~ SUB # 13026000-028
DATE OF ISSUE: 2/16/2015	EFFECTIVE DATE: 9/27/16

The Contractor is hereby directed to make the following changes in the Contract Documents

Description: Remove 1 x DS003 Double Stacker
Price Per Stacker (#7,558) includes Sales Tax

Reason for Change Order: INSTALLATION of Storm Water Sump Pump IN Space #'d 23/24

Attachments: (*List documents supporting change and justifying cost and time*)

NONE

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES
Original Contract Price: $ 453,512.00	Original Contract Times (*calendar days or dates*)
Net changes from previous C. O. 's No. ____ to ____ $ 0	Net changes from previous C. O.'s No ____ to ____ (*calendar days*)
Contract Price Prior to this Change Order $ 453,512.00	Contract Times prior to this Change Order (*calendar days or dates*)
Net ~~increase~~ (decrease) of this Change Order $ 7558.00	Net Increase (decrease) of this Change Order (*calendar days*)
Contract Price with all Approved Change Orders $ # 445,954	Contract Times with all Approved Change Orders (*calendar days or dates*)
RECOMMENDED: (Engineer) By Date	APPROVED (Owner) By Date
ACCEPTED: (Contractor) By Date 9/27/16	REVIEWED (Funding Agency) By Date

C:\Documents and Settings\cpb_2\Desktop\Change Order2.doc

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request # 17
Work Performed Through: 08/31/17

Subco. .or'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: 08/22/17
Owner: Library Associates, LLC

Description of Work: Fire Protection

Original Contract Amount	$464,920.00	
Change Order Total	$3,231.88	
Through C/O #: 1		
Total Revised Contract	$468,151.88	
Previous Work Performed to Date(SSR)	$437,369.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$2,866.00	
New Work Performed to Date	$440,235.00	
Less 10 % Retainage	$44,023.50	
Amou. .arned to Date	$396,211.50	
Less Previous Net Billings	$393,632.10	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$2,579.40	

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	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
08/31/17	13026400 - 17	13026400 . PE# 17 . 17.08

Gross Amount	Retainage Amt	Net Amount
$2,866.00	$143.30	$2,579.40

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400.51550000.40	NO

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

Approvals:
PM / Date
CA 08/22/17
PA / Date
APA / Date

R - 21442

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

FROM SUBCONTRACTOR:
Palmetto Automatic Sprinkler Co., Inc
PO Box 2927
West Columbia, SC 29171

VIA ARCHITECT:

CONTRACT FOR: FIRE PROTECTION

APPLICATION NO: 17

PERIOD TO: 8/31/17

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		$ 3,231.88
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 468,151.88
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 440,235.00
RETAINAGE:		
a. ____ % of Completed Work (Column D + E on G703)	$ 44,023.50	
b. ____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 44,023.50
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 396,211.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 393,632.10
8. CURRENT PAYMENT DUE		$ 2,579.40
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 71,940.38

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: Palmetto Automatic Sprinkler Company, Inc

By: _____ Date: 8/21/17

State of: South Carolina County of: Lexington
Subscribed and sworn to before me this 21 day of August 2017
Notary Public: _____
My Commission expires: 12/3/24

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 - 21443

ELECTRONICALLY FILED - 2023 May 16 2:23 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: 17
APPLICATION DATE: 8/21/17
PERIOD TO: 8/31/17
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	$32,545.00			$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	$30,564.00			$30,564.00	90.00%	$3,396.00	$3,056.40
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	$18,673.00			$18,673.00	100.00%		$1,867.30
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	$23,468.00			$23,468.00	100.00%		$2,346.80
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	$12,019.00			$12,019.00	94.99%	$634.00	$1,201.90
20	4th Floor Test & Trim	$1,000.00						$1,000.00	$0.00
21	5th Floor Material	$18,918.00	$18,918.00			$18,918.00	100.00%		$1,891.80
22	5th Floor Labor	$12,726.00	$12,089.00			$12,089.00	94.99%	$637.00	$1,208.90
23	5th Floor Test & Trim	$1,000.00						$1,000.00	$0.00
24	6th Floor Material	$13,091.00	$13,091.00			$13,091.00	100.00%		$1,309.10
25	6th Floor Labor	$8,987.00	$6,740.00			$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	$12,764.00			$12,764.00	100.00%		$1,276.40
28	7th Floor L	$8,768.00	$6,576.00			$6,576.00	75.00%	$2,192.00	$657.60

R - 21444

ELECTRONICALLY FILED - 2023 May 16 2:23 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: 17
APPLICATION DATE: 8/21/17
PERIOD TO: 8/31/17
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)
29	7th Floor Test & Trim	$750.00						$750.00	$0.00
30	8th Floor Material	$13,309.00	$13,309.00			$13,309.00	100.00%		$1,330.90
31	8th Floor Labor	$9,133.00	$6,849.00			$6,849.00	74.99%	$2,284.00	$684.90
32	8th Floor Test & Trim	$750.00						$750.00	$0.00
33	Roof Terrace Material	$7,764.00	$7,764.00			$7,764.00	100.00%		$776.40
34	Roof Terrace Labor	$4,968.00	$2,980.00	$928.00		$3,908.00	78.66%	$1,060.00	$390.80
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)
37	Change Order #4	$1,312.00	$1,312.00			$1,312.00	100.00%		$131.20
38	Change order #5	$3,876.00		$1,938.00		$1,938.00	50.00%	$1,938.00	$193.80
	GRAND TOTALS	$468,151.88	$437,369.00	$2,866.00		$440,235.00	94.04%	$27,916.88	$44,023.50

R - 21445

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

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:23 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 $ 2519.40 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 31 day of July, 20 23, 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 August, 20 23

Signed, sealed and delivered
in the presence of:

Andrea Stigler
Signature
Andrea Stigler
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 21 day of August 20 23 by Mark Corey, Controller of PASC, a _____ corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Michelle Mullen
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:	7/19/2017
PRIME SUB'S NAME	PALMETTO AUTOMATIC SPRINKLER COMPANY, INC
Attachment for Pay Req #:	18
for Month Ending:	7/31/2017

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*
Ferguson Enterprises, PO Box 100286, Atlanta, GA 30384-0286	no	no			YES	NO	$35571.05 7/31/17			PARTIAL	FINAL	
HD Supply Waterworks, 501 W. Church St, Orlando, FL 32805					YES	NO	2074.5 7/31/17			PARTIAL	FINAL	
Shaw Enterprises, Inc PO Box 5174, Hickory, NC 28603					YES	NO	35010.00 11/3/16			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 - 21447

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Client#: 233116 17PALMEAUT

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/29/2016

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	AXS0000889	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? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC2102582	10/01/2016	10/01/2017	X PER STATUTE OTH-ER 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	ELD30000109200	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

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

PJH

Balfour Beatty
Construction

Hotel at Marion Square - Subcontractor Pay Application Checklist

Item Description	Submitted	Reviewed
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 - 21449

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request # 22
Work Performed Through: 08/31/17

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: 08/22/17
Owner: Library Associates, LLC

Description of Work:	Electrical	
Original Contract Amount	$3,963,792.00	
Change Order Total Through C/O #: 2	$345,327.23	
Total Revised Contract	$4,309,119.23	
Previous Work Performed to Date(SSR)	$3,915,627.65	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site		
Current Month Gross	$56,625.00	
New Work Performed to Date	$3,972,252.65	
Less 10 % Retainage	$397,225.27	
Amount Earned to Date	$3,575,027.39	
Less Previous Net Billings	$3,524,064.89	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$50,962.50	

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	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		
08/31/17	13026400 - 22	13026400 . PE# 22 . 17.08		
Gross Amount		Retainage Amt	Net Amount	
$56,625.00		$2,831.25	$50,962.50	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO		400.51600000.40		NO

Hold Codes: 02- OWNER FUNDING check lower tier waivers

PM Approval

Approvals:
PM / Date
CA 08/22/17
PA / Date
APA / Date

ELECTRONICALLY FILED - 2023 May 16 2:23 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:
Watson Electrical
3215 Fortune Drive
North Charleston, SC 29418

CONTRACT FOR: CONSTRUCTION

PROJECT: **HOTEL AT MARION SQUARE**
Job #21046

VIA ARCHITECT:

APPLICATION NO: **22**

PERIOD TO: **8/31/2017**

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	$	345,327.23
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	4,309,119.23
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	3,972,252.65
5. RETAINAGE:	$	397,225.27
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	3,575,027.39
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	3,524,064.89
8. CURRENT PAYMENT DUE	$	50,962.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	734,091.85

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$341,042.79	($31,965.61)
Total approved this Month	$0.00 $36,250.05	$0.00
TOTALS	$377,292.84	($31,965.61)
NET CHANGES by Change Order	$345,327.23	

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: Dale J Winovich Digitally signed by Dale J Winovich DN: C=US, O=Div 21, CN=Dale J Winovich, E=dwinovich@watsonelec.com Date: 2017.08.18 15:27:04 -04'00' Date: 8/18/2017

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 Contractors are entitled to payment of the AMOUNT REQUESTED.

AMOUNT REQUESTED ..... $ **50,962.50**

(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.

Use ...y obtain validation of this document by requesting a completed AIA Document D401 - C...fication of Document's Authenticity from the Licensee.

ELECTRONICALLY FILED - 2023 May 16 2:23 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: 22
APPLICATION DATE: 8/18/17
PERIOD TO: 8/31/17

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	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	7,750.00	1,000.00	-	8,750.00	87.50%	1,250.00	875.00
4	PROGRESS MEETINGS	12,000.00		12,000.00	10,350.00	1,000.00	-	11,350.00	94.58%	650.00	1,135.00
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	1,180,000.00	-	-	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	164,000.00	-	-	164,000.00	78.10%	46,000.00	16,400.00
17	LIGHTNING PROTECTION	50,000.00		50,000.00	45,000.00	-	-	45,000.00	90.00%	5,000.00	4,500.00
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	27,500.00	-	-	27,500.00	100.00%	-	2,750.00
33	CONDUIT ROUGH IN-Labor	24,600.00		24,600.00	24,600.00	-	-	24,600.00	100.00%	-	2,460.00
34	WIRE INSTALL-Material	10,500.00		10,500.00	10,500.00	-	-	10,500.00	100.00%	-	1,050.00
35	WIRE INSTALL-Labor	15,500.00		15,500.00	15,500.00	-	-	15,500.00	100.00%	-	1,550.00
36	LIGHITNG INSTALL-Material	1,560.00		1,560.00	1,560.00	-	-	1,560.00	100.00%	-	156.00

R - 21452

ELECTRONICALLY FILED - 2023 May 16 2:23 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: 22
APPLICATION DATE: 8/18/17
PERIOD TO: 8/31/17

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%
37	LIGHITNG INSTALL-Labor	12,600.00		12,600.00	12,600.00	-	-	12,600.00	100.00%	-	1,260.00
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	2,350.00	-	-	2,350.00	88.68%	300.00	235.00
41	FINISH DEVICES-Labor	3,340.00		3,340.00	2,950.00	-	-	2,950.00	88.32%	390.00	295.00
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	28,900.00	-	-	28,900.00	100.00%	-	2,890.00
53	WALL/CEILING COUNDUIT ROUGH IN-Labor	35,000.00		35,000.00	35,000.00	-		35,000.00	100.00%	-	3,500.00
54	WIRE INSTALL-Material	11,000.00		11,000.00	11,000.00	-		11,000.00	100.00%	-	1,100.00
55	WIRE INSTALL-Labor	13,500.00		13,500.00	13,500.00	-		13,500.00	100.00%	-	1,350.00
56	FINISH DEVICES-Material	14,500.00		14,500.00	11,000.00	-		11,000.00	75.86%	3,500.00	1,100.00
57	FINISH DEVICES-Labor	6,500.00		6,500.00	4,900.00	-		4,900.00	75.38%	1,600.00	490.00
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	24,000.00	-		24,000.00	100.00%	-	2,400.00
65	WALL/CEILING COUNDUIT ROUGH IN-Labor	32,800.00		32,800.00	32,800.00	-		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	4,500.00	-		4,500.00	48.65%	4,750.00	450.00
69	FINISH DEVICES-Labor	6,500.00		6,500.00	3,150.00	-		3,150.00	48.46%	3,350.00	315.00
70	LIGHITNG INSTALL-Material	3,500.00		3,500.00	1,750.00	-		1,750.00	50.00%	1,750.00	175.00
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				-				-		-	-

R-21453

ELECTRONICALLY FILED - 2023 May 16 2:23 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: 22
APPLICATION DATE: 8/18/17
PERIOD TO: 8/31/17
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%
73				-				-		-	-
74				-				-		-	-
75				-				-		-	-
76	3RD FLOOR										
77	SLAB ROUGH IN-Material	3,700.00		3,700.00	3,700.00	-		3,700.00	100.00%	-	370.00
78	SLAB ROUGH IN-Labor	7,800.00		7,800.00	7,800.00	-		7,800.00	100.00%	-	780.00
79	GUESTROOM ROUGH IN-Material	50,850.00		50,850.00	50,850.00	-		50,850.00	100.00%	-	5,085.00
80	GUESTROOM ROUGH IN-Labor	99,500.00		99,500.00	99,500.00	-		99,500.00	100.00%	-	9,950.00
81	OVERHEAD/ ROUGH IN-Material	3,650.00		3,650.00	3,650.00	-		3,650.00	100.00%	-	365.00
82	OVERHEAD/ ROUGH IN-Labor	6,500.00		6,500.00	6,500.00	-		6,500.00	100.00%	-	650.00
83	WIRE INSTALL-Material	4,500.00		4,500.00	4,500.00	-		4,500.00	100.00%	-	450.00
84	WIRE INSTALL-Labor	6,800.00		6,800.00	6,800.00	-		6,800.00	100.00%	-	680.00
85	GUESTROOM FINISHES-Material	950.00		950.00	750.00	-		750.00	78.95%	200.00	75.00
86	GUESTROOM FINISHES-Labor	1,250.00		1,250.00	975.00	-		975.00	78.00%	275.00	97.50
87				-				-		-	-
88				-				-		-	-
89	4TH FLOOR										
90	SLAB ROUGH IN-Material	3,700.00		3,700.00	3,700.00	-		3,700.00	100.00%	-	370.00
91	SLAB ROUGH IN-Labor	7,800.00		7,800.00	7,800.00	-		7,800.00	100.00%	-	780.00
92	GUESTROOM ROUGH IN-Material	49,850.00		49,850.00	49,850.00	-		49,850.00	100.00%	-	4,985.00
93	GUESTROOM ROUGH IN-Labor	99,600.00		99,600.00	99,600.00	-		99,600.00	100.00%	-	9,960.00
94	OVERHEAD/ ROUGH IN-Material	3,650.00		3,650.00	3,650.00	-		3,650.00	100.00%	-	365.00
95	OVERHEAD/ ROUGH IN-Labor	6,500.00		6,500.00	6,500.00	-		6,500.00	100.00%	-	650.00
96	WIRE INSTALL-Material	4,500.00		4,500.00	4,500.00	-		4,500.00	100.00%	-	450.00
97	WIRE INSTALL-Labor	6,800.00		6,800.00	6,800.00	-		6,800.00	100.00%	-	680.00
98	GUESTROOM FINISHES-Material	850.00		850.00	670.00	-		670.00	78.82%	180.00	67.00
99	GUESTROOM FINISHES-Labor	1,250.00		1,250.00	975.00	-		975.00	78.00%	275.00	97.50
100				-				-		-	-
101				-				-		-	-
102	5TH FLOOR										
103	SLAB ROUGH IN-Material	3,400.00		3,400.00	3,400.00	-		3,400.00	100.00%	-	340.00
104	SLAB ROUGH IN-Labor	7,200.00		7,200.00	7,200.00	-		7,200.00	100.00%	-	720.00
105	GUESTROOM ROUGH IN-Material	49,550.00		49,550.00	49,550.00	-		49,550.00	100.00%	-	4,955.00
106	GUESTROOM ROUGH IN-Labor	98,650.00		98,650.00	98,650.00	-		98,650.00	100.00%	-	9,865.00
107	OVERHEAD/ ROUGH IN-Material	4,890.00		4,890.00	4,890.00	-		4,890.00	100.00%	-	489.00
108	OVERHEAD/ ROUGH IN-Labor	8,760.00		8,760.00	8,760.00	-		8,760.00	100.00%	-	876.00
	WIRE INSTALL-Material	4,500.00		4,500.00	4,500.00	-		4,500.00	100.00%	-	450.00

R - 21454

ELECTRONICALLY FILED - 2023 May 16 2:23 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: 22
APPLICATION DATE: 8/18/17
PERIOD TO: 8/31/17

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%
109	WIRE INSTALL-Labor	6,800.00		6,800.00	6,800.00	-		6,800.00	100.00%	-	680.00
110	GUESTROOM FINISHES-Material	650.00		650.00	490.00	-		490.00	75.38%	160.00	49.00
111	GUESTROOM FINISHES-Labor	800.00		800.00	600.00	-		600.00	75.00%	200.00	60.00
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	29,880.00	-		29,880.00	100.00%	-	2,988.00
118	GUESTROOM ROUGH IN-Labor	52,640.00		52,640.00	52,640.00	-		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	7,850.00	-		7,850.00	100.00%	-	785.00
122	WIRE INSTALL-Labor	10,550.00		10,550.00	10,550.00	-		10,550.00	100.00%	-	1,055.00
123	GUESTROOM FINISHES-Material	1,450.00		1,450.00		750.00		750.00	51.72%	700.00	75.00
124	GUESTROOM FINISHES-Labor	2,850.00		2,850.00		1,475.00		1,475.00	51.75%	1,375.00	147.50
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	30,550.00	-	-	30,550.00	100.00%	-	3,055.00
130	GUESTROOM ROUGH IN-Labor	62,160.00		62,160.00	62,160.00	-	-	62,160.00	100.00%	-	6,216.00
131	OVERHEAD/ ROUGH IN-Material	6,200.00		6,200.00	6,200.00	-	-	6,200.00	100.00%	-	620.00
132	OVERHEAD/ ROUGH IN-Labor	8,750.00		8,750.00	8,750.00	-	-	8,750.00	100.00%	-	875.00
133	WIRE INSTALL-Material	8,600.00		8,600.00	8,600.00	-	-	8,600.00	100.00%	-	860.00
134	WIRE INSTALL-Labor	11,000.00		11,000.00	11,000.00	-	-	11,000.00	100.00%	-	1,100.00
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
141	GUESTROOM ROUGH IN-Material	28,670.00		28,670.00	28,670.00	-		28,670.00	100.00%	-	2,867.00
142	GUESTROOM ROUGH IN-Labor	69,850.00		69,850.00	69,850.00	-		69,850.00	100.00%	-	6,985.00
143	OVERHEAD/ ROUGH IN-Material	5,750.00		5,750.00	5,750.00	-		5,750.00	100.00%	-	575.00
144	OVERHEAD/ ROUGH IN-Labor	9,800.00		9,800.00	9,800.00	-		9,800.00	100.00%	-	980.00

R - 21455

ELECTRONICALLY FILED - 2023 May 16 2:23 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: 22
APPLICATION DATE: 8/18/17
PERIOD TO: 8/31/17

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%
145	WIRE INSTALL-Material	7,500.00		7,500.00	7,500.00	-		7,500.00	100.00%	-	750.00
146	WIRE INSTALL-Labor	9,600.00		9,600.00	9,600.00	-		9,600.00	100.00%	-	960.00
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	4,000.00	1,500.00		5,500.00	72.37%	2,100.00	550.00
154	OVERHEAD/ ROUGH IN-Labor	9,500.00		9,500.00	4,950.00	1,900.00		6,850.00	72.11%	2,650.00	685.00
155	WIRE INSTALL-Material	4,400.00		4,400.00	3,450.00	-		3,450.00	78.41%	950.00	345.00
156	WIRE INSTALL-Labor	6,300.00		6,300.00	4,925.00	-		4,925.00	78.17%	1,375.00	492.50
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!	-	-
162	CHANGE ORDERS			-				-	#DIV/0!	-	-
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
175	Credit Line Item 168	-		-	(1,116.63)	-		(1,116.63)			
176	Credit Line Item 174	-		-	(20,000.00)	-		(20,000.00)			
177	Change Order #6-Booster Heaters	21,529.00		21,529.00	11,500.00	2,500.00		14,000.00	65.03%	7,529.00	1,400.00
178	Change Order #7-Supplemental Instruction #25	14,032.77		14,032.77	8,500.00	-		8,500.00	60.57%	5,532.77	850.00
179	Change Order #8- Mock Up Room Revisions	3,361.00		3,361.00	3,361.00	-		3,361.00	100.00%	-	336.10
180	Change Order #9-Private Dining	2,592.30		2,592.30	2,592.30	-		2,592.30	100.00%	-	259.23
181	Change Order MSB New Switchboard	150,625.59		150,625.59		30,500.00		30,500.00	20.25%	120,125.59	3,050.00
182	Change Order SI 39-Patisserie	2,581.16		2,581.16	1,700.00	-		1,700.00	65.86%	881.16	170.00

R - 21456

ELECTRONICALLY FILED - 2023 May 16 2:23 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.

AIA DOCUMENT G703

APPLICATION NO 22
APPLICATION DATE 8/18/17
PERIOD TO 8/31/17

Balfour Beatty Project G

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%
183	Change Order SI 39-Guestrooms' Downlights	2,083.87		2,083.87	1,375.00	-		1,375.00	65.98%	708.87	137.50
184	Change Order SI 39-Stair 4	6,932.57		6,932.57		1,500.00		1,500.00	21.64%	5,432.57	150.00
185	Change Order SI 40R1-Roof top Bar	29,317.48		29,317.48		14,500.00		14,500.00	49.46%	14,817.48	1,450.00
186				-				-	#DIV/0!	-	-
187				-				-	#DIV/0!	-	-
188				-				-	#DIV/0!	-	-
189				-				-	#DIV/0!	-	-
190				-				-	#DIV/0!	-	-
191				-				-	#DIV/0!	-	-
192				-				-	#DIV/0!	-	-
193				-				-	#DIV/0!	-	-
194				-				-	#DIV/0!	-	-
195				-				-	#DIV/0!	-	-
	GRAND TOTALS	4,350,634.70	0.00	4,350,634.70	3,915,627.65	56,625.00	0.00	3,972,252.65	91.30%	378,382.05	399,336.93

R - 21457

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	8/18/2017

PRIME SUB'S NAME	Watson Electr
Attachment for Pay Req #:	22
for Month Ending:	8/31/2017

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 Delliana 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*	$1,682,125.16	6/20/2017	6/28/17 5/29/2017	(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 - 21458

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

WATSON ELECTRICAL

CHANGE ORDER LOG
21046 MARION SQUARE HOTEL
#21046

TOTAL SUBMITTED $ 1,719,270.19
TOAL APPROVED $ 382,115.11

CO #	CO $	Description BBC	Submit Date	Status	Extnsn Days Requested	Apprvd $	Rejected	Status (BIC)	Notes	Directives
1	$ -	Busport Devices	7/18/2015	Approved	2	$ 14,043.94				
2										
3		6" Soda Lines Chases	7/20/2015	Not Accepted		$ -	$ 19,536.37			
4		RFI #49 Sublevel Comm Conduits	8/14/2015	Not Accepted		$ -	$ 11,459.58			
5		ROM Lightning Protection	8/25/2015	Not Accepted		$ -	$ 9,043.00			
6	$ -	Switchgear/transformer size increase	CO01	Approved	0	$ 19,491.00			Suppl Instr #13/Returned submittal	
7		Proposed Combined Guestroom-ROM	10/6/2015	Not Accepted			$ (10,173.24)			X
8		Modification #1	12/1/2015	Approved	3		$ (31,965.61)			
9		Supplemental Ins #21	10/27/2015	Outstanding			$ 60,570.81		Included in future Mods and some items eliminated in design	
10	$ 5,800.00	King Street SCE&G Primary Extensions	10/28/2015	Outstanding	1					
11	$ -	ROM-Car Chagers	INCL MOD #4							
12	$ -	Mock Up Room Changes	1/5/2016	Approved		$ 3,381.20				
13	$ -	Modification #2	9/9/2016	Approved	8	$ 20,145.32			Revised	X
14		Guestroom Closet Fixtures	1/4/2016	Rejected			$ 41,730.73		Rejected. Owner will furnish.	
15	$ 847.00	Office Trailer	1/4/2016	N/A						
16	$ 9,962.75	Light Fixture Design Changes	1/15/2016	Outstanding					Finish upgrade in submittals.	
17		RFP 3rd Floor Terrace Lanterns	4/14/2016	Rejected			$ 19,849.87		Verbal rejection, Unconfirmed	
18	$ -	Modification #4	9/9/2016	Approved	10	$ 50,833.70			Revised/Vehicle chargers removed	X
19		Supplemental Ins #25	8/8/2016	Approved	5	$ 14,032.00	$ -		Complete price pending. Received C/O.	
20		Fixtures CC2 & CC# (Lanterns) Lens Change	5/16/2016	Rejected			$ 6,735.82			
21	$ -	UNUSED								X
22	$ 23,745.92	Mod #5	8/8/2016	Outstanding	7					
23		Service Conduit Rework		Outstanding						X
24	$ 37,159.31	Mod #6	8/25/2016	Outstanding	10					
25	$ -									
26	$ 14,883.95	RFO 0835 SP-4 Storm Sump Pump	9/7/2016	Outstanding	5					X
27	$ 42,719.96	Mod #7	9/23/2016	Outstanding	12					
28		Coordination Study	12/2/2016	Rejected			$ 8,584.25			
29	$ 14,693.48	Carolina Lantern Brackets	11/7/2016	Outstanding						
30	$ 8,985.00	SI #32		Outstanding	8				Incomplete documentation to price from. SP-5 unconfirmed. Subsequent separate price for UDS Feeder.	
31	$ 3,049.38	Private Dining 147-wall and ceiling changes	2/1/2017	Outstanding						
32	$ 11,905.58	Stud Spacing Change from mock up	12/1/2016	Outstanding					Guestrooms not built to mock up.	
33	$ 620.36	FWO-Damaged cable-Rework		Outstanding						
34	$ 290.08	FWO-Damege Cable Repair Admin 138		Outstanding						
35	$ 281.06	FWO-Relocate F/A Cable Rm 138		Outstanding						
36	$ 286.43	FWO-Repair 1-1/4 conduit Rm 143		Outstanding						
37	$ 753.10	FWO-Repair 1" stub for lanterns		Outstanding						
38										
39	$ -	Vehicle Lift Upgrades-ROM PRICE	12/20/2016	Outstanding	5		$ 16,950.06		Not required. Lift company changed	
40	$ -	Mod #8							Price pending. Unable to complete pricing. Priced as SI #36/36R	
41	$ 81,969.45	7th Floor-Damaged Cable/Conduits	1/16/2017	Outstanding	0					
42	$ 91,780.24	8th Floor-Damaged Cables Conduit	1/16/2017	Outstanding	0					
43	$ 18,107.60	UDS 2nd Floor Feeder	1/9/2017	Outstanding	3					
44	$ -	Booster Heaters	2/7/2017	Approved	5	$ 21,529.00			Changes from documents not	

R - 21459

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

45	$ -	FWO-Private Dining 147							Costs included in CO 31 final pricing.	
46	$ -	FWO-Rework Queen Mock Up	2/3/2017	Billed		$ 1,344.60				
47	$ -	FWO-Rework King Mock Up	2/3/2017	Billed		$ 1,818.50				
48	$ 5,561.48	FWO Rework 3rd Flr Switches at Shower	2/6/2017	Billed					Related to SI #36	X
49	$ 17,325.27	DCI Coarkior Markups L3-L4	2/10/2017	Outstanding	15					X
50	$ 4,013.46	Low Volt Sleeves	2/10/2017	Outstanding					Included in Feb '17 Pay App	X
51	$ -	FWO- SI #36 L3 Week 1	2/18/2017	Billed	5	$ 17,722.36				X
52	$ -	FWO- SI #36 L4 Week 2	2/25/2017	Billed	0	$ 23,359.20			Light Layout Change	
53	$ 1,505.37	FWO-1st Flr Chicanetier Mount Rework	per FWO	Outstanding						
54	$ 27,066.82	DCI Corridor Markups L5-L8	2/9/2017	Outstanding	15				EST Cost	
55	$ 5,000.00	FWO-On site office space in retail unit	per FWO	Outstanding					Revised 03-17-17	
56	$ -	SI #38 New 1200 amp Switchboard MSB2	3/14/2017	Outstanding	15	$ 150,825.59				
57	$ 32,000.00	L6 Extension Claim-structure	9/30/2016	Outstanding	22				discussed price via phone call from Nick while at mediation.	X
58	$ 60,388.00	L7-L9 Extension Claim-structure	3/10/2017	Outstanding						X
59	$ 2,595.05	FWO L7 and L8 Cable Testing	3/8/2017	Billed						X
60	$ 32,291.29	SI #36 L5-L8, Including L3-L4 Trim out	5/30/2017	outstanding	9				Includes devices only for L3/L4 and rough in and devices for L5-L8, L3, L4 rough in performed on FWO previously.	
61	$ -	LA water damaged recessed housings	5/30/2017	outstanding			$ 5,475.29		2 & 7 (9) total water damaged LA recessed can housings L2. Per Tim Spano BBC opts not to purchase replacement fixtures.	
62	$ -	FWO-Guestroom closet door switch	Pending	Outstanding			$ 29,121.42		potentital revision	
63	$ 2,608.73	Lighting Changes-Reconciliation	Pending	outstanding					Includes EE (-$13,799), C2 (+ $13,690), J4 $30,095.73	
64		SI #39-Patisserie/Upper Crust	5/17/2017	Approved		$ 2,581.16			1st	
65	$ 306.92	SI #39-Spa/Retail	5/22/2017	outstanding						
66	$ 857.02	SI #39-Reception	5/19/2017	outstanding						
67	$ -	SI #40R1	5/22/2017	outstanding		$ 32,211.10				
68	$ 11,302.58	SI #39-Concierge	5/23/2017	outstanding						
69	$ 4,487.04	SI #39-Lobby	5/26/2017	outstanding						
70	$ -	SI #39-Stair 4	5/25/2017	outstanding		$ 6,932.57				
71	$ 6,418.29	SI #39-Private Dining and Dining L1	5/26/2017	outstanding						
72	$ -	SI #39-Guestrooms	5/28/2017	outstanding		$ 2,083.87				
73	$ 734.31	SI #39-level 2 Areas	5/26/2017	outstanding						
74	$ 11,018.79	SI #44R1	6/2/2017	outstanding						
75	Pending	SI #41	Pending						Guestroom, Boardroom, Pre Function	
76	$ 3,286.83	SI #42	6/6/2017	outstanding					Manager's Apartment	
77	Pending	New Exit Lighting								
78	Pending	Rework of smokes in varios rms-soffits							Pending FWO's	

R - 21460

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

79	Pending	6 Elevator Disconnects								
80	Pending	Rework of L1 20 receptacles								
81	Pending	Rework of Misc SI 39								
82	Pending	Lutron Revised Controls-per SI 39								
83	Pending	Spray Foam Temp Power								
84	$ -	Schedule Extension Claim 3	6/16/2017				$ 63,654.00			
85	$ 1,122,884.49	Schedule Extension Claim 4	8/4/2017						Pending review of schedule MSH-029 received 06-19-17	
86		Elevator 1-4 feed relocation	FWO						Room layout changes caused feeder sleeves to be unusable.	X
87	$ (941.00)	Ballroom RCP revisions-LM1 downlights	6/27/2017						Revisions made to Ballroom barrel ceiling per design team to make light fixtures install correctly.	
88										
112										
113										
114	$ 2,423.50	Condensate Pumps	7/7/2017							
115	$ 287.18	SI 39 Vestibule 209 Receptacle	7/10/2017		1				RFI 98 submitted. Pending response.	
116	Pending	SI 53-3rd Flr GR Terrace Lighting		Pending						
117										
TOTAL	$ 1,719,270.19				166	$ 382,115.11	$ 250,572.37			

R - 21461

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:23 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 $___50,962.50____ 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 __31__ day of _August____, 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 'ISHMENT 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 _August___,2017.

Signed, sealed and delivered
in the presence of:

Michele Brownlee
Signature
Michele Brownlee
Print Name

Watson Electrical LLC
a South Carolina corporation

Dale J Winovich
Signature
Dale J Winovich, Project Manager
Print Name & Title

STATE OF South Carolina

COUNTY OF Charleston

The foregoing instrument was acknowledged before me this __18 day of _August___, 2017, 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.

MICHELE C BROWNLEE NOTARY PUBLIC SOUTH CAROLINA

Michele C Brownlee
NOTARY PUBLIC STATE OF SC

Commission Expires: August 24, 2027

Balfour Beatty Construction

Exhibit D2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(Subcontractor/Vendor)

dersigned, 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 $ $ 205,627.38 (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 6/20/2017 (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:

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, 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 ect 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 18th day of August 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 18th day of August 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 SOUTH CAROLINA

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request #: 8
Work Performed Through: 08/31/17

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.: 13026400
Date: 08/22/17
Owner: Library Associates, LLC

Description of Work:	Casework & Millwork Floors 3-8	
Original Contract Amount	$1,051,032.00	
Change Order Total	$0.00	
Through C/O #: 0		
Total Revised Contract	$1,051,032.00	
Previous Work Performed to Date(SSR)	$261,785.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$48,679.00	
Current Month Gross	$66,217.00	
New Work Performed to Date	$376,681.00	
Less 10 % Retainage	$37,668.10	
Amt Earned to Date	$339,012.90	
Less Previous Net Billings	$235,606.50	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$103,406.40	

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: 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	546467

Date	Invoice #	Description
08/31/17	13026400 - 08	13026400 . PE# 08 . 170831

Gross Amount	Retainage Amt	Net Amount
$66,217.00	$37,668.10	$103,406.40

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

Halt Codes: PM APP
O/F
Stored Materials

Approvals:
PM / Date
CA 08/22/17
PA / Date
APA / Date

ELECTRONICALLY FILED - 2023 May 16 2:23 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**

VIA ARCHITECT

APPLICATION NO: 8

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	$	1,051,032.00
2. Net change by Change Orders	$	208,288.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	$	1,259,320.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	376,681.00
5. RETAINAGE:	$	37,668.10
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	339,012.90
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	235,606.50
8. CURRENT PAYMENT DUE	$	103,406.40
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	920,307.10

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this Month	$208,288.00 $0.00	$0.00
TOTALS	$208,288.00	$0.00
NET CHANGES by Change Order	$208,288.00	

The undersigned Contractor (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 Stainbat Date: 8/18/17

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 $ 103,406.40

(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.

User: obtain validation of this document by requesting a completed AIA Document D401 - Cer ation of Document's Authenticity from the Licensee.

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

CONTINUATION SHEET

AIA DOCUMENT G703

A Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, [illegible]
ttached's signed certification is attached
abulations below, amounts are stated to the nearest dollar
Column I on Contracts where variable retainage for line items may apply

APPLICATION NO: 8
APPLICATION DATE: 8/18/17
PERIOD TO: 8/31/17

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 - 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	125,310.00	-	-	125,310.00	58.54%	88,747.00	12,531.00
3	4th Floor	217,623.00		217,623.00	94,943.00		-	94,943.00	43.63%	122,680.00	9,494.30
4	5th Floor	205,043.00		205,043.00	30,182.00		11,658.00	41,840.00	20.41%	163,203.00	4,184.00
5	6th Floor	125,165.00		125,165.00	2,029.00			2,029.00	1.62%	123,136.00	202.90
6	7th Floor	131,997.00		131,997.00	2,458.00		-	2,458.00	1.86%	129,539.00	245.80
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	Change Order 1	-		-			-	-	#DIV/0!	-	-
11	Change Order 2	3,880.00		3,880.00	-	3,880.00	-	3,880.00	100.00%	-	388.00
12	Change Order 3	1,320.00		1,320.00		1,320.00	-	1,320.00	100.00%	-	132.00
13	Change Order 4	203,088.00		203,088.00		61,017.00	37,021.00	98,038.00	48.27%	105,050.00	9,803.80
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!	-	-
	GRAND TOTALS	1,259,320.00	0.00	1,259,320.00	261,785.00	66,217.00	48,679.00	376,681.00	29.91%	882,639.00	37,668.10

R - 21466

ELECTRONICALLY FILED - 2023 May 16 2:23 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:	8/18/2017

PRIME SUB'S NAME	Low Country Case and Millwork
Attachment for Pay Req #:	8
for Month Ending:	8/31/2017

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	*512.123 00*	*4/27/2010*	*3/31/2010*	*PARTIAL*	*FINAL*	*thru March 2010*
Low Country Case and Millwork	Yes - Chas			Yes	YES	NO	$376 681 00	8/31/2017	8/31/2017	PARTIAL	FINAL	thru August 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 - 21467

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:23 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 $ 103,406.40 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 31st day of August, 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 AN 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 August, 2017

Signed, sealed and delivered
in the presence of:

Signature

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 18th day of August, 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.

AMY E. STASIUKAITIS NOTARY PUBLIC MY COMMISSION EXPIRES 4/4/2020 SOUTH CAROLINA

Amy E. Stasiukaitis

NOTARY PUBLIC, STATE OF South Carolina

My Commission Expires: 4-4-2020

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

HOTEL AT MARION SQUARE - FLOORS 3-8

Stored Material Log

	July			August		
	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
Casework			$0			$0
3RD FLOOR						
GUEST ROOMS						
Base (4,345)			$0			$0
Small Crown (3,818)			$0			$0
Large Crown (3,093)			$0			$0
Door Casing (7,100)			$0			$0
Ceiling Trim (1,515)			$0			$0
CORRIDOR						
Base (955)			$3,001			$3,001
Small Crown (745)			$3,158			$3,158
Door Casing (1,180)			$5,099			$5,099
Portals			$13,348			$13,348
CASEWORK						
Corner Cabinets			$0			$0
Vanities			$0			$0
Closets			$0			$0
Linen Shelving			$0			$0
4TH FLOOR						
GUEST ROOMS						
Base (4,345)			$16,068			$16,068
Small Crown (3,825)			$13,376			$13,376
Large Crown (3,093)			$20,266			$20,266
Door Casing (6,938)			$29,850			$29,850
Ceiling Trim (1,515)			$4,063			$4,063
CORRIDOR						
Base (930)			$2,925			$2,925
Small Crown (818)			$3,469			$3,469
Door Casing (1,140)			$4,927			$4,927
Portals			$0			$0
CASEWORK						
Corner Cabinets			$0			$0
Vanities			$0			$0
Closets			$0			$0
Linen Shelving			$0			$0
5TH FLOOR						
GUEST ROOMS						
Base (4,203)			$3,886	$11,658		$15,544
Small Crown (3,638)			$3,181			$3,181

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Large Crown (2,946)	$14,477		$19,302			$19,302
Door Casing (6,680)			$0			$0
Ceiling Trim (1,435)			$3,814			$3,814
CORRIDOR						
Base (853)			$0			$0
Small Crown (736)			$0			$0
Door Casing (1,160)			$0			$0
Portals			$0			$0
CASEWORK						
Corner Cabinets			$0			$0
Vanities			$0			$0
Closets			$0			$0
Linen Shelving			$0			$0
6TH FLOOR						
GUEST ROOMS						
Base (2,211)			$0			$0
Small Crown (2,014)			$0			$0
Large Crown (1,512)			$0			$0
Door Casing (3,618)			$0			$0
Ceiling Trim (755)	$2,029		$2,029	$0		$2,029
CORRIDOR						
Base (705)			$0			$0
Small Crown (651)			$0			$0
Door Casing (780)			$0			$0
Portals			$0			$0
CASEWORK						
Corner Cabinets			$0			$0
Vanities			$0			$0
Closets			$0			$0
Linen Shelving			$0			$0
7TH FLOOR						
GUEST ROOMS						
Base (2,613)			$0			$0
Small Crown (2,410)			$0			$0
Large Crown (1,722)			$0			$0
Door Casing (3,826)			$0			$0
Ceiling Trim (915)	$2,457		$2,457	$0		$2,457
CORRIDOR						
Base (691)			$0			$0
Small Crown (631)			$0			$0
Door Casing (760)			$0			$0
Portals			$0			$0
CASEWORK						
Corner Cabinets			$0			$0
Vanities			$0			$0
Closets			$0			$0
Linen Shelving			$0			$0
8TH FLOOR						

GUEST ROOMS						
Base (2 835)			$0			$0
Small Crown (2,595)			$0			$0
Large Crown (1,885)			$0			$0
Door Casing (4,190)			$0			$0
Ceiling Trim (995)			$0			$0
CORRIDOR						
Base (712)			$0			$0
Small Crown (646)			$0			$0
Door Casing (800)			$0			$0
Portals			$0			$0
CASEWORK			$0			$0
Corner Cabinets			$0			$0
Vanities			$0			$0
Closets			$0			$0
Linen Shelving			$0			$0
CONCIERGE						
Base & Crown			$0			$0
MANAGER						
Base & Crown		$0	$0		$0	$0
Change Order 4						
Ballrooms MOD 1-8	$0	$0	$0	$19,004	$0	$19,004
Camelia's MOD 1-8	$0	$0	$0	$3,714	$0	$3,714
Guest Tub Mould	$0	$0	$0	$14,303	$0	$14,303
TOTAL	**$18,963**	**$0**	**$154,219**	**$48,679**	**$0**	**$202,898**

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:23 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: 8/18/17

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 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: 5th Floor Baseboard, Ballroom and Camelia's Lounge Trim, Guest Room Tub Mould

Stored Address: 3239 Benchmark Drive, Ladson, SC 29456

Sum Total Value: $48,679.00

Witness:

Subcontractor:

David Stasiukaitis, CEO
Name & Title

State of South Carolina County of Charleston

The foregoing instrument was acknowledged before me this 18th day of August 2017, by David Stasiukaitis as CEO of Low Country Cases & Millwork

My Commission Expires: _____ (Seal)
Notary Public

AYE E STASIUKAITIS NOTARY PUBLIC MY COMMISSION EXPIRES 4/4/2022 SOUTH CAROLINA

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

STORAGE RECEIPT

Date: 8/18/17

This is to certify that the undersigned holds on storage at 3239 Benchmark Drive, Ladson, SC 29456 the following described building material, consisting of large 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 $48,679.00, not including the amount of $4,867.90 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 portals, small crown, door casing, base and large crown 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 Staniulat
Subcontractor / Vendor

BY: _____
Balfour Beatty Construction, LLC

YANDLED

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 8/18/2017

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 Malden Lane, 6th Floor
New York, NY 10038

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

LOAN NUMBER

POLICY NUMBER
WPP108312005

EFFECTIVE DATE: 8/4/2017
EXPIRATION DATE: 8/4/2018
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	$202,098	5,000

REMARKS (Including Special Conditions)

Special Conditions:
HMS - Guest Floors stored materials $202,098

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 2:23 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 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:23 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

From: Amy Stasiukaitis
Sent: 19 May 2017 15:37:08 +0000
To: Ashe, Candice
Cc: Spano, Tim;Starcevic, Nicholas;Dooley, Alec;Denney, Brandon;David Stasiukaitis;Debbie Yandle (COL)
Subject: HMS Common Areas Bill
Attachments: Copy of Stored Material Log - Common Areas (002).xlsx, Marion Square (Common) Bill 6 - Signed.pdf

Good afternoon. Please see attached pay application, stored materials paperwork, and stored materials log. I have copied Debbie Yandle with our insurance agency to make sure you get an updated COI in the amount of $103,694 reflected on the stored materials log. The Bill of Sale reflects the amount added to stored materials that has not been moved on site. Please let me know if you need anything further.

We will follow up with pictures of stored materials ASAP.

Sincerely,

Amy Stasiukaitis
Accounting and Office Manager
Low Country Case and Millwork
Office: 843-797-0881 Fax: 843-797-0883
www.lccm.com

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

From: Amy Stasiukaitis
Sent: 20 Jun 2017 19:20:50 +0000
To: Ashe, Candice
Cc: Spano, Tim;Starcevic, Nicholas;Dooley, Alec;Denney, Brandon;David Stasiukaitis;Debbie Yandle (COL)
Subject: RE: HMS Common Areas - Pay App

Debbie,

Please revise the amount below to $67,963 to reflect the stored materials for both millwork and casework. Thank you!

Sincerely,

Amy Stasiukaitis
Accounting and Office Manager
Low Country Case and Millwork
Office: 843-797-0881 Fax: 843-797-0883
www.lccm.com

-----Original Message-----
From: Amy Stasiukaitis
Sent: Tuesday, June 20, 2017 3:15 PM
To: 'Ashe, Candice' <CAshe@Balfourbeattyus.com>
Cc: 'Spano, Tim' <timspano@Balfourbeattyus.com>; 'Starcevic, Nicholas' <NStarcevic@Balfourbeattyus.com>; 'Dooley, Alec' <adooley@Balfourbeattyus.com>; 'Denney, Brandon' <BDenney@Balfourbeattyus.com>; David Stasiukaitis <David@lccm.com>; Debbie Yandle (COL) <Debbie.Yandle@ioausa.com>
Subject: HMS Common Areas - Pay App

Good afternoon. Please see attached pay application for the Common Areas at Marion Square for June. I have copied Debbie Yandle to insure you get a COI in the amount of $64,658.00 for the updated amount stored at our facilities. Let me know if you need anything further.

Sincerely,

Amy Stasiukaitis
Accounting and Office Manager
Low Country Case and Millwork
Office: 843-797-0881 Fax: 843-797-0883 www.lccm.com

-----Original Message-----
From: scanner@lccm.com [mailto:scanner2@cipsupport.com]
Sent: Tuesday, June 20, 2017 1:52 PM

To: Amy Stasiukaitis <Amy@lccm.com>
Subject: Scanned image from MX-M266N

Reply to: scanner@lccm.com <scanner@lccm.com> Device Name: Not Set Device Model: MX-M266N
Location: Not Set

File Format: PDF (Medium)
Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.
Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.
Adobe(R)Reader(R) can be downloaded from the following URL:
Adobe, the Adobe logo, Acrobat, the Adobe PDF logo, and Reader are registered trademarks or trademarks of Adobe Systems Incorporated in the United States and other countries.

http://www.adobe.com/

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

From: Amy Stasiukaitis
Sent: 20 Jul 2017 18:20:02 +0000
To: Ashe, Candice
Cc: Spano, Tim;Starcevic, Nicholas;Dooley, Alec;Denney, Brandon;David Stasiukaitis;Debbie Yandle (COL)
Subject: HMS Pay Apps
Attachments: HMS Common Areas Bill 8 - Signed.pdf, Copy of Stored Material Log - Common Areas (002).xlsx, HMS Guest Rooms Bill 7 - Signed.pdf, Stored Material Log - Guest Rooms.xlsx

Good afternoon. Please see attached pay applications and stored material logs for July. I have copied our insurance agency to get your updated stored materials COI for the following:

HMS Common Areas - $106,432
HMS Guest Rooms - $154,219

Let me know if you need anything further. We will follow up with stored materials pictures ASAP.

Sincerely,

Amy Stasiukaitis
Accounting and Office Manager
Low Country Case and Millwork
Office: 843-797-0881 Fax: 843-797-0883
www.lccm.com

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request # PE09
Work Performed Through: 08/31/17

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: 08/22/17
Owner: Library Associates, LLC

Description of Work:	Casework & Millwork Floors 1, 2, & 9	
Original Contract Amount	$1,071,713.00	
Change Order Total	$156,101.00	
Through C/O #: 0		
Total Revised Contract	$1,227,814.00	
Previous Work Performed to Date(SSR)	$476,179.00	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$38,411.00	
New Work Performed to Date	$514,590.00	
Less 10 % Retainage	$51,459.00	
Amount Earned to Date	$463,131.00	
Less Previous Net Billings	$428,561.10	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$34,569.90	

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	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	640007
Date	Invoice #	Description		
08/31/17	13026100 - PE09	13026100 . PE# PE09 . 170831		
Gross Amount		Retainage Amt	Net Amount	
$38,411.00		$51,459.00	$34,569.90	
Trade Account?	Tax Code	Pay Item & Cost Code		Accrue Tax?
NO				NO

Hall Codes: PM APP
O/F

Approvals:

PM / Date

CA 08/22/17
PA / Date

APA / Date

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Barnhart 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 - Cor**

VIA ARCHITECT

APPLICATION NO: 9

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	$	156,101.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	$	1,227,814.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	514,590.00
5. RETAINAGE:	$	51,459.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	463,131.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	428,561.10
8. CURRENT PAYMENT DUE	$	34,569.90
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	764,683.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$156,101.00	$0.00
Total approved this Month	$0.00 $0.00	$0.00
TOTALS	$156,101.00	$0.00
NET CHANGES by Change Order	$156,101.00	

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 Stanchat Date: 8/18/17

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 . . . . . $ 34,569.90

(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.

AIA DOCUMENT G702 APPLICATION AND CERTIFICATION FOR PAYMENT 1992 EDITION AIA ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS 1735 NEW YORK AVE NW WASHINGTON DC 20006-5292

Use 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 2:23 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 NW WASHINGTON D C 20006-5292

R - 21482

AIA DOCUMENT G703

CONTINUATION SHEET

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, which is attached
to it and made a part thereof.
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: 5/16/17
PERIOD TO: 5/31/17

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 (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
1	1st Floor - Millwork	296,567.00	-	296,567.00	214,093.00	-	-	214,093.00	72.19%	82,474.00	21,409.30
2	1st Floor - Casework	163,776.00		163,776.00	11,015.00	-	-	11,015.00	6.73%	152,761.00	1,101.50
3	2nd Floor - Millwork	255,473.00		255,473.00	150,069.00	24,718.00	-	174,787.00	68.42%	80,686.00	17,478.70
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	30,013.00	-	-	30,013.00	100.00%	-	3,001.30
16	Change Order 2	126,088.00		126,088.00	26,828.00	13,693.00	-	40,521.00	32.14%	85,567.00	4,052.10
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	1,227,814.00	0.00	1,227,814.00	476,179.00	38,411.00	0.00	514,590.00	41.91%	713,224.00	51,459.00

R - 21483

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Baliqur Beatty
Construction

TIER RELEASE SCHEDULE

Job Name	Hotel at Marion Square
Job #	13026000

Date Prepared:	8/18/2017

PRIME SUB'S NAME	Low Country Case and Millwork
Attachment for Pay Req #:	9
for Month Ending:	8/31/2017

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*
Low Country Case and Millwork	Yes - Chas			Yes	YES	NO	$514,590.00	8/31/2017	8/31/2017	PARTIAL	FINAL	thru August 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 - 21484

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:23 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 $ 34,569.90 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 31st day of August, 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 August, 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 18th day of August 2017 by David Stasiukaitis, CEO of Low Country Cases 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.

Amy E. Stasiukaitis
NOTARY PUBLIC, STATE OF South Carolina

My Commission Expires: 11/5/2022

AMY E. STASIUKAITIS NOTARY PUBLIC MY COMMISSION EXPIRES 11/5/2022 SOUTH CAROLINA

HOTEL AT MARION SQUARE - Common Areas

Stored Material Log - Millwork

	July			August		
	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	$0	$0	$0
Elevator Lobby 100E	$0	$0	$0	$0	$0	$0
Spa Retail 113	$0	$0	$0	$0	$0	$0
Patisserie 115B	$0	$0	$0	$0	$0	$0
Patisserie 115B - Wall	$0	$0	$0	$0	$0	$0
Vestibule 117	$0	$0	$0	$0	$0	$0
Men's 119	$0	$0	$0	$0	$0	$0
Women's 121	$0	$0	$0	$0	$0	$0
Camelia s Lounge	$0	$0	$0	$0	$0	$0
Private Dining 146	$0	$0	$0	$0	$0	$0
Dining 147/148	$0	$0	$0	$0	$0	$0
2ND FLOOR						
Prefunction 207	$0	$0	$0	$0	$0	$0
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	$21,877	$0	$21,877	$0	$0	$21,877
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	$767	$3,068	$0
Women 225	$0	$0	$3,134	$1,044	$4,178	$0
Ball Room One 206	$0	$0	$24,235	$0	$0	$24,235
Ball Room Two/Three 224/226	$0	$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	$0	$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
Toilet 221A / 222A	$0	$0	$523	$0	$0	$523
CONCIERGE						
Concierge Lounge	$0	$0	$0	$0	$0	$0

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

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
TOTAL	$21,877	$0	$86,535	$1,811	$7,246	$81,100

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

HOTEL AT MARION SQUARE - Common Areas

Stored Material Log - Casework

	June			July			August		
	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									
Luggage 104B									
Bell Desk 106									
Spa Retail 113									
Patisserie 115B									
Men's 119									
Women's 121									
Employee Break 123A	2,167.00		$2,167.00		$2,167	$0.00		$0	$0.00
Camelia's 124									
Fire Command 125	525.00		$525.00		$525	$0.00		$0	$0.00
Receiving 126	371.00		$371.00		$371	$0.00		$0	$0.00
Sales 128	242.00		$242.00		$242	$0.00		$0	$0.00
Server 145									
Bar 146									
Hostess / Seating 148									
2ND FLOOR									
Mani / Pedi 215									
Bridal Suite 216A									
Vestibule 217 Closets									
Single Treatment 218A / 218B									
Single Treatment 219A / 219B									
Couples Treatment 219C									
Spa Vestibule 220A									
Spa Vestibule 220B									
Men's Locker 221									
Women's Locker 227									
Men 223									
Women 225									
Maintenance 231									
CONCIERGE									
Prep Kitchen									
Concierge Lounge 619									
MANAGER'S APARTMENT									
Lower Bathroom									
Wet Bar									
Kitchen									
Master Bathroom									
Master Closets									
ROOF TOP									
Cabanmas - Small (x5)									
Cabanmas - Large (x5)									
Bar RT10									
Men RT10									
Women RT10									
BONDING									
Bond									
TOTAL	$3,305	$0	$3,305	$0	$3,305	$0	$0	$0	$0

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

HOTEL AT MARION SQUARE - Common Areas

Stored Material Log - Change Orders

		July			August		
		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
Change Order 1	-						
Mock Ups (x3)	$2,154						
Lobby Columns & Pedestals	$20,343						
Lobby/Bar Columns (x2)	$7,516						
Change Order 2							
Office Labor	$2,609						
Foyer - Wainscot	$14,414	$11,531		$11,531	$1,442	$12,973	$0
Foyer - Raking	$2,093						
Foyer - Newels	$10,457	$8,366		$8,366			$8,366
Foyer - Blocking	$2,771						
Rotunda - Raking	$8,824						
Elevator Lobbies	$1,916						
Mark-Up	$15,965						
Bonding	$3,075			$19,897.00			$8,366.00

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Request for Payment

Pay Request # 4
Work Performed Through: 08/31/17

Subcontractor's Name: SBC Group LLC, dba Merit Professional Coatings
Subcontractor's Address: 1470 Ben Sawyer Blvd Suite 16
Mt Pleasant, SC 29464

Phone Number -
Fax Number

Project Name: Hotel at Marion Square
Job No.: 13026400
Date: 08/22/17
Owner: Library Associates, LLC

Description of Work:	Painting & Wallcovering	
Original Contract Amount	$698,480.00	
Change Order Total	$59,122.48	
Through C/O #: 1		
Total Revised Contract	$757,602.48	
Previous Work Performed to Date(SSR)	$67,114.48	
Value of Materials Stored On Site	$0.00	
Value of Materials Stored Off Site	$0.00	
Current Month Gross	$24,587.28	
New Work Performed to Date	$91,701.76	
Less 10 % Retainage	$9,170.18	
Amo armed to Date	$82,531.58	
Less Previous Net Billings	$60,403.03	
Less Adjustments/Joint Checks	$0.00	
Less Pending Back Charges	$0.00	
Total Amount this Requisition	$22,128.55	

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	Finaled	
Insurance Expiration Date	04/23/18	
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: 11
Owner Payment Rec'd Date:
Payment Terms: Pay When Paid
Pay Select #

For Balfour Beatty Use Only:

CO #	Vendor #	Job #	Contract No.
50540	3715721	13026400	554222

Date	Invoice #	Description
08/31/17	13026400 - 04	13026400 . PE# 04 . 17.08

Gross Amount	Retainage Amt	Net Amount
$24,587.28	$1,229.36	$22,128.55

Trade Account?	Tax Code	Pay Item & Cost Code	Accrue Tax?
NO		400.50991000.40	NO

Hold Codes: 02- OWNER FUNDING
PM APP

Approved:
PM / Date
CA 08/22/17
PA / Date
APA / Date

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

APPLICATION NO 4

PAGE ONE OF TWO PAGES

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [X] CONTRACTOR
- [ ]
- [ ]

TO OWNER:
Library Associates LLC

PROJECT:
Hotel at Marion Square
404 King Street
Charleston SC 29403

PERIOD TO: 8/31/2017

FROM CONTRACTOR:
SBC Group LLC dbaMerit Professional Coatings
1470 Ben Sawyer Blvd, Suite 16
Mt. Pleasant, SC 29464

VIA CONTRACTOR:
Balfour Beatty Construction

PROJECT NOS: 13026000

CONTRACT DATE 6/29/2015

CONTRACT FOR: Painting

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	$	698,480.00
2. Net change by Change Orders	$	60,189.76
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	760,360.76
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	91,701.76
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	$	9,170.18
b. ____ % of Stored Material (Column F on G703)	$	Included in above
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	$	9,170.18
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	$	82,531.58
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	60,403.03
8. CURRENT PAYMENT DUE	$	22,128.55
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	677,829.18

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Change Orders Approved	$60,189.76	
Total Change Orders Pending		
TOTALS	$60,189.76	$0.00
NET CHANGES by Change Order	$60,189.76	

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: Merit Professional Coatings LLC

By: _____ Date: 8/16/2017

State of: South Carolina County of: Charleston
Subscribed and sworn to before me this 16th of Aug 2017
Notary Public: _____
My Commission expires: 08/09/2026

ERICA HITCHCOCK NOTARY PUBLIC SOUTH CAROLINA MY COMMISSION EXPIRES AUGUST 9, 2026

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 - 21491

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 2:23 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: 8/16/2017
PERIOD TO: 8/31/2017
ARCHITECT'S PROJECT NO: 13026000

A	B	C	D	E	F	G	H	I	J
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION	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)
	Permits, Fees, Licenses, Insurance	$22,752.00	$22,752.00	$0.00	$0.00	$22,752.00	100.00%	$0.00	$2,275.20
	Mock-Ups	$6,500.00	$6,500.00	$0.00	$0.00	$6,500.00	100.00%	$0.00	$650.00
	BOH Sealed Floors	$2,000.00						$2,000.00	
	BOH Exp Ceilings Blockfill	$1,200.00						$1,200.00	
	BOH Exp Ceiling 1st Coat	$950.00						$950.00	
	BOH Exp Ceiling 2nd Coat	$850.00						$850.00	
	BOH Metal Stairs	$9,200.00						$9,200.00	
	BOH Masonry Walls Blockfill	$3,800.00						$3,800.00	
	BOH Masonry Walls 1st Coat	$3,300.00						$3,300.00	
	BOH Masonry Walls 2nd Coat	$3,300.00						$3,300.00	
	BOH Painting - Prime	$15,800.00	$4,740.00	$0.00	$0.00	$4,740.00	30.00%	$11,060.00	$474.00
	BOH Painting - 1st Coat	$13,200.00						$13,200.00	
	BOH Painting - 2nd Coat	$12,200.00						$12,200.00	
	BOH WC Hang	$10,000.00						$10,000.00	
	Ext Bollards	$720.00						$720.00	
	Ext Lintels	$700.00						$700.00	
	3rd Floor Prime	$25,600.00		$5,120.00		$5,120.00	20.00%	$20,480.00	$512.00
	3rd Floor 1st Coat	$23,575.00						$23,575.00	
	3rd Floor 2nd Coat	$19,575.00						$19,575.00	
	3rd Floor WC Hang	$4,340.00						$4,340.00	
	4th Floor Prime	$25,600.00		$12,800.00		$12,800.00	50.00%	$12,800.00	$1,280.00
	4th Floor 1st Coat	$23,575.00						$23,575.00	
	4th Floor 2nd Coat	$19,575.00						$19,575.00	
	4th Floor WC Hang	$4,340.00						$4,340.00	
	5th Floor Prime	$25,600.00						$25,600.00	
	5th Floor 1st Coat	$23,575.00						$23,575.00	
	5th Floor 2nd Coat	$19,575.00						$19,575.00	

R - 21492

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

5th Floor WC Hang	$4,340.00					$4,340.00	
6th Floor Prime	$19,500.00					$19,500.00	
6th Floor 1st Coat	$17,352.00					$17,352.00	
6th Floor 2nd Coat	$15,352.00					$15,352.00	
6th Floor WC Hang	$3,250.00					$3,250.00	
7th Floor Prime	$19,500.00					$19,500.00	
7th Floor 1st Coat	$17,352.00					$17,352.00	
7th Floor 2nd Coat	$15,352.00					$15,352.00	
7th Floor WC Hang	$3,256.00					$3,256.00	
8th Floor Prime	$19,500.00					$19,500.00	
8th Floor 1st Coat	$17,352.00					$17,352.00	
8th Floor 2nd Coat	$15,352.00					$15,352.00	
8th Floor WC Hang	$3,200.00					$3,200.00	
Corridors 3rd Floor Prime	$4,000.00					$4,000.00	
Corridors 3rd Floor 1st Coat	$3,000.00					$3,000.00	
Corridors 3rd Floor 2nd Coat	$2,500.00					$2,500.00	
Corridors 3rd Floor WC Hang	$5,600.00					$5,600.00	
Corridors 4th Floor Prime	$4,000.00					$4,000.00	
Corridors 4th Floor 1st Coat	$3,000.00					$3,000.00	
Corridors 4th Floor 2nd Coat	$2,500.00					$2,500.00	
Corridors 4th Floor WC Hang	$5,600.00					$5,600.00	
Corridors 5th Floor Prime	$4,000.00					$4,000.00	
Corridors 5th Floor 1st Coat	$3,000.00					$3,000.00	
Corridors 5th Floor 2nd Coat	$2,500.00					$2,500.00	
Corridors 5th Floor WC Hang	$5,600.00					$5,600.00	
Corridors 6th Floor Prime	$3,000.00					$3,000.00	
Corridors 6th Floor 1st Coat	$2,255.00					$2,255.00	
Corridors 6th Floor 2nd Coat	$2,000.00					$2,000.00	
Corridors 6th Floor WC Hang	$4,000.00					$4,000.00	
Corridors 7th Floor Prime	$3,000.00					$3,000.00	
Corridors 7th Floor 1st Coat	$2,255.00					$2,255.00	
Corridors 7th Floor 2nd Coat	$2,000.00					$2,000.00	
Corridors 7th Floor WC Hang	$4,000.00					$4,000.00	
Corridors 8th Floor Prime	$3,000.00					$3,000.00	
Corridors 8th Floor 1st Coat	$2,255.00					$2,255.00	
Corridors 8th Floor 2nd Coat	$2,000.00					$2,000.00	
Corridors 8th Floor WC Hang	$4,000.00					$4,000.00	
Ballroom Prime	$8,000.00	$2,000.00	$0.00	$2,000.00	25.00%	$6,000.00	$200.00
Ballroom 1st Coat	$7,500.00					$7,500.00	
Ballroom 2nd Coat	$6,400.00					$6,400.00	
Ballroom WC Hang	$6,200.00					$6,200.00	
Camillias Prime	$1,500.00					$1,500.00	

	Camillias 1st Coat	$1,200.00							$1,200 00	
	Camillias 2nd Coat	$1,000 00							$1,000.00	
	Camillias WC Hang	$400 00							$400.00	
	Lobby Prime	$6,000.00							$6,000.00	
	Lobby 1st Coat	$5,500.00							$5,500.00	
	Lobby 2nd Coat	$4,500.00							$4,500.00	
	Lobby WC Hang	$4,000.00							$4,000.00	
	Parking Deck Prime	$14,400.00	$7,200 00		$0.00	$7,200.00	50.00%	$7,200.00	$720 00	
	Parking Deck Top Coat	$12,800.00	$6,400.00		$0.00	$6,400.00	50.00%	$6,400.00	$640 00	
	Spa Prime	$4,000.00			$0.00	$0.00	0.00%	$4,000.00		
	Spa 1st Coat	$3,500.00			$0 00	$0 00	0.00%	$3,500.00		
	Spa 2nd Coat	$3,000.00			$0.00	$0 00	0.00%	$3,000.00		
	Spa WC Hang	$6,300.00			$0.00	$0 00	0.00%	$6,300.00		
	Patisserie Prime	$3,500.00			$0.00	$0.00	0.00%	$3,500 00		
	Patisserie 1st Coat	$2,900 00			$0.00	$0.00	0.00%	$2,900 00		
	Patisserie 2nd Coat	$2,500.00			$0.00	$0.00	0.00%	$2,500.00		
	Patisserie WC Hang	$6,300.00			$0.00	$0.00	0.00%	$6,300 00		
	Restaurant Prime	$2,500 00			$0.00	$0.00	0.00%	$2,500.00		
	Restaurant 1st Coat	$2,000 00			$0.00	$0.00	0.00%	$2,000 00		
	Restaurant 2nd Coat	$1,600.00			$0.00	$0.00	0.00%	$1,600 00		
	Resaurant WC Hang	$1,005.00			$0.00	$0.00	0.00%	$1,005.00		
	Rooftop Prime	$3,500.00			$0.00	$0.00	0.00%	$3,500.00		
	Rooftop 1st Coat	$2,850.00			$0.00	$0.00	0.00%	$2,850 00		
	Rooftop 2nd Coat	$2,500 00			$0.00	$0.00	0.00%	$2,500 00		
CO1	Bond	$10,485.00	$10,485 00		$0.00	$10,485.00	100.00%	$0 00	$1,048.50	
CO1	306 Meeting Street Office	$1,435.00	$1,435 00		$0.00	$1,435.00	100.00%	$0.00	$143.50	
CO2	Fence Painting	$580.00	$580.00		$0.00	$580.00	100.00%	$0.00	$58.00	
CO4	Pedestals	$36,000.00			$0.00		0.00%	$36,000.00		
CO4	SF-14 Mock Ups	$1,800 00		$1,800.00	$0.00	$1,800.00	100.00%	$0.00	$180.00	
CO4	2nd Pedestal Mock Ups	$1,800.00		$1,800.00	$0.00	$1,800.00	100.00%	$0.00	$180.00	
CO5	Mod 5 Paint Revisions	$1,691.00			$0.00	$0.00	0.00%	$1,691.00	$0.00	
	I.I. Sheet Pile Change	$7,022.48	$7,022 48		$0.00	$7,022.48	100.00%	$0.00	$702.25	
CO8	Pergola Mock Up Redo	$1,067.28		$1,067.28	$0.00	$1,067.28	100.00%	$0.00	$106.73	
	GRAND TOTALS	$760,360.76	$67,114.48	$24,587.28	$0.00	$91,701.76	12%	$668,659.00	$9,170.18	

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

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:23 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 SBC Group LLC d/b/a Merit Professional Coatings (the "Lienor") for and in consideration of the payment of the sum of $ 22,128.55 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 28th 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 22nd day of August, 20 17.

Signed, sealed and delivered
in the presence of:

Signature
Erica Hitchcock
Print Name

SBC Group LLC d/b/a Merit Professional Coatings
a _____ corporation

Signature
Scott McCormack, Managing Member
Print Name & Title

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

ERICA HITCHCOCK NOTARY PUBLIC MY COMMISSION EXPIRES AUGUST 9, 2026 SOUTH CAROLINA

The foregoing instrument was acknowledged before me this 22nd day of August, 20 17, by Scott McCormack, _____ SBC Group LLC d/b/a Merit Professional Coatings corporation on, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Erica Hitchcock

NOTARY PUBLIC, STATE OF SOUTH CAROLINA

My Commission Expires: 08/09/2026

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Exhibit F1

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT
(Subcontractor/Vendor)

The undersigned, **Merit Professional Coatings** ("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 **King Street**
(Street Address)

in the City of **Charleston**, and County of **Charleston**,

and is owned by **Library Associates, LLC** ("Owner").

Upon receipt by Subcontractor of a check in the sum of $**22,128.55**,
(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 **August 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:

_____

(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 16th day of August, 2017_.

Merit Professional Coatings
(Company Name)

By: _____

Its: Managing Member

STATE OF South Carolina

COUNTY OF Charleston

The foregoing instrument was signed, sealed and acknowledged before me this 16th day of August, 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: 08/09/2026

ERICA HITCHCOCK NOTARY PUBLIC MY COMMISSION EXPIRES AUGUST 9, 2026 SOUTH CAROLINA

(Notary Seal)

Updated as of 6/30/2013

R - 21497

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty

TIER RELEASE SCHEDULE & OCIP CONFIRMATION LOG

Job Name	Market Square Hotel
Job #	13826488
Date Prepared:	8/22/2017
PROJECT BUYER NAME	995 Grove, LLC dba Merit Professional Coatings
Attachment for Pay App #:	4
For Month Ending:	8/31/2017

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 Sub enrolled in OCIP? select: (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 read	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	YES	NO	$12,123.00	4/27/2017	[illegible]	PARTIAL	FINAL	[illegible]
Sherwin Williams 2800 Century Parkway NE Suite 950 Atlanta, GA 30345	Yes, we receive paint from local Sherwin Williams but do our billing out of their Atlanta, GA office.	NO	N/A	No		X		X	$8,304.92	8/21/2017	[illegible]	X		
Cesar Alejandro Rodriquez Garcia 4700 Gross Circle Lots 43 Charleston, SC 29406	Yes	NO	N/A	No		X	X		$8,440.00	2/20/2017	[illegible]	X		
Verde Fine Finishes PO Box 1714 Mt Pleasant, SC 29465	Yes	No	N/A	No		X	X		$605.00	2/13/2017	10/21/2016	X		
Glenda Perez Ramirez 2014 Avalon Ave #12 Charleston, SC 29406	Yes	No	NA	No		X	X		$1,800.00	6/8/2017	6/8/2017	X		
					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	

R - 21498

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

Balfour Beatty
Construction

Exhibit F2

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT
(Subcontractor/Vendor)

The undersigned, Sherwin Williams ("Subcontractor"), pursuant to a
(Name of Subcontractor)
contract or agreement with Balfour Beatty Construction, LLC, ("BBC"), Merit Pro Coatings, 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:
The Hotel at Marion Square ("Project")
(Name or Description of Project)
which is located at King & Calhoun Streets
(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 $ 6,659.75,
(Amount paid to Subcontractor)
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 June 30, 20 17 (the
(Insert date through which release is given)
"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:

(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

ELECTRONICALLY FILED - 2023 May 16 2:23 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1001108

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 16th day of August , 2017 .

Sherwin Williams Company
(Company Name)

By: FSR

Its: Financial Service Rep

STATE OF Georgia

COUNTY OF Dekalb

The foregoing instrument was signed, sealed and acknowledged before me this 16th day of August 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: L Baffoe
Notary Public

My Commission expires: 2/9/2021

(Notary Seal)

L BAFFOE NOTARY PUBLIC DEKALB COUNTY, GEORGIA

Updated as of 6/29/2013